

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying, pursuant to section 2-9 and 2-10 of the Miami-Dade County Code, an Affiliating Agreement between the School Board of Miami-Dade County ("School Board"), and Miami-Dade County, allowing the Miami-Dade Police Department ("MDPD") to conduct a Turnaround Police Academy ("TAP Academy") at a designated School Board facility; authorizing the County Mayor to execute future Affiliating Agreements and other School Board documents allowing the MDPD to conduct additional TAP Academies at designated School Board facilities; further authorizing the County Mayor to expend funding allocated and approved by the Board as a part of the Peace and Prosperity plan pursuant to Resolution No. R-649-22 for future TAP academies

Resolution No. R-932-22

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: October 6, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Affiliating Agreement With the School Board of Miami-Dade County Authorizing
Miami-Dade County's Use of School Board Facilities for the Miami-Dade Police
Department's Turnaround Police Academy

Executive Summary

This item ratifies an Affiliating Agreement ("Agreement") between the School Board of Miami-Dade County ("School Board") and Miami-Dade County ("County"), allowing the Miami-Dade Police Department ("MDPD") to conduct its Turnaround Police Academy ("TAP Academy") at a designated School Board facility. Additionally, this item seeks authority to execute future agreements for the same purpose, and authority to expend funding previously allocated and approved as part of the Peace and Prosperity Plan for the purpose of conducting future TAP Academies.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution, pursuant to Sections 2-9 and 2-10 of the Miami-Dade County Code and ratify the execution of the Agreement between the School Board and the County, allowing the MDPD to conduct its TAP Academy at a designated School Board facility. This TAP Academy began on April 1, 2022, and concluded on June 8, 2022. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute future agreements with the School Board for said purpose, and to exercise the provisions contained therein.

Scope

TAP Academy participants live throughout Miami-Dade County. As such, the TAP Academy provides for countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute future agreements and other related documents with the School Board for the purpose of allowing the MDPD to conduct future TAP Academies at School Board facilities, and to exercise the cancellation provision contained therein. Further, the County Mayor or County Mayor's designee is authorized to expend funding previously allocated and approved as part of the Peace and Prosperity Plan for the purpose of conducting future TAP Academies.

Fiscal Impact/Funding Source

The School Board waived all fees associated with and mentioned in the Agreement. As such, the only costs incurred by the County, via the MDPD, were those associated with the implementation of a TAP Academy (i.e., school supplies, course materials, transportation, meals, etc.), which were paid for using previously allocated and approved Peace and Prosperity funding detailed in Resolution No. R-577-21. The School Board will likely waive all fees associated with and mentioned in future TAP Academy agreements. As such, the MDPD will expend Peace and Prosperity funding allocated and approved in Resolution No. R-649-22 on the aforementioned costs associated with conducting TAP Academies.

Track Record/Monitor

Major Carmen Castro, of the MDPD’s Community Affairs Bureau, tracked and monitored the Agreement, and will track and monitor future agreements with the School Board for the same purpose.

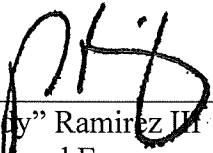
Background

Launched in September 2021, the TAP Academy is an intense 11-week program, offering a structured curriculum designed to transform the perspective of arrested and at-risk youth, encourage community service, and improve their relationship with law enforcement. The primary goal of the TAP Academy is to ensure that participants receive the guidance and tools needed to make positive and effective decisions. The TAP Academy curriculum includes interactive teaching designed to increase the awareness of consequences of at-risk behaviors. The TAP Academy lessons, mostly taught by uniformed MDPD law enforcement personnel, encourage career-oriented thinking, build self-esteem, and discourage at-risk behaviors. More specifically, weekly TAP Academy lessons consist of topics such as: drug and alcohol addition, gangs and gang violence, social media challenges, homicide and deadly violence consequences, peer to peer perspective interview, family counseling, career planning, resume writing, applying for a job, career success, how to dress for interviews, mock interviews, and an environmental community project. Interactions with participating youth are meant to improve positive perceptions of police and establish bonds between law enforcement and the community in targeted neighborhoods. The ages of the TAP Academy participants range between 13 and 17. The TAP Academy, a component of the County Mayor’s Peace and Prosperity Program, is in the infancy tracking stages. The Miami-Dade Juvenile Services Division’s (JSD) Quest Case Management System is used to assess service needs, risk to re-offend, and completion of JSD’s Case Management Program. Assessment results of TAP Academy participants indicated that 41 percent of participants struggle with substance abuse issues, 33 percent of participants struggle with family issues, and 62 percent of participants struggle with mental health issues.

To date, three groups of youth have completed the TAP Academy. Participants in the first two TAP Academies were identified by the JSD. The JSD identified youth who had recently entered the juvenile justice system due to arrests stemming from crimes such as battery, criminal mischief, trespassing, and theft. The TAP Academy is also open to at-risk juveniles receiving JSD services. Consequently, the School Board, JSD, and Together for Children partnered to identify participants for the third TAP Academy. As such, the MDPD was required to enter into the attached Affiliating Agreement with the School Board allowing the MDPD to conduct a TAP Academy at a designated School Board facility. The Agreement, that began on April 1, 2022, and expired on June 8, 2022,

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
Page 3

established the terms and responsibilities of each party. The third TAP Academy was condensed into a 9-week program to accommodate for School Board facilitates closing for summer recess. Additionally, the School Board waived all fees associated with the Agreement.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 6, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
10-6-22

RESOLUTION NO. R-932-22

RESOLUTION RATIFYING, PURSUANT TO SECTION 2-9 AND 2-10 OF THE MIAMI-DADE COUNTY CODE, AN AFFILIATING AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY (“SCHOOL BOARD”), AND MIAMI-DADE COUNTY, ALLOWING THE MIAMI-DADE POLICE DEPARTMENT (“MDPD”) TO CONDUCT A TURNAROUND POLICE ACADEMY (“TAP ACADEMY”) AT A DESIGNATED SCHOOL BOARD FACILITY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE FUTURE AFFILIATING AGREEMENTS AND OTHER SCHOOL BOARD DOCUMENTS ALLOWING THE MDPD TO CONDUCT ADDITIONAL TAP ACADEMIES AT DESIGNATED SCHOOL BOARD FACILITIES; FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXPEND FUNDING ALLOCATED AND APPROVED BY THE BOARD AS A PART OF THE PEACE AND PROSPERITY PLAN PURSUANT TO RESOLUTION NO. R-649-22 FOR FUTURE TAP ACADEMIES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the agreement attached hereto as Exhibit A and incorporated herein between the School Board of Miami-Dade County (“School Board”) and Miami-Dade County, allowing the Miami-Dade Police Department (“MDPD”) to conduct a Turnaround Police Academy (“TAP Academy”) at a designated School Board facility.

Section 2. Ratifies the agreement as executed by the County Mayor’s designee on behalf of Miami-Dade County in substantially the form attached.

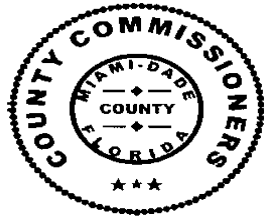
Section 3. Authorizes the County Mayor or County Mayor’s designee to execute future Affiliating Agreements and other documents with the School Board for the purpose of allowing the MDPD to conduct additional TAP Academies at School Board facilities.

Section 4. Authorizes the County Mayor or County Mayor’s designee to expend funding previously allocated and approved as part of the Peace and Prosperity Plan pursuant to Resolution No. R-649-22 for the purpose of conducting future TAP Academies.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Keon Hardemon** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye
Oliver G. Gilbert, III, Vice-Chairman	absent
Sen. René García	aye
Sally A. Heyman	aye
Eileen Higgins	aye
Jean Monestime	aye
Rebeca Sosa	aye
Keon Hardemon	aye
Danielle Cohen Higgins	aye
Kionne L. McGhee	aye
Raquel A. Regalado	aye
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "Anita", written over a horizontal line.

Anita Viciano Zapata



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT**

FOR SERVICES AT District determined school-site location

☒ **ON-CAMPUS**

☐ **OFF-CAMPUS**

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 13th day of March, 20 22 by and

Between Miami-Dade County/Miami-Dade Police Department, 9105 NW 25th Street,
Name of Organization Address

Doral, FL 33172, hereinafter referred to as the Organization and The School
City/State/Zip Code

Board of Miami-Dade County, Florida, for District determined school site location.

TERMS OF AGREEMENT

The agreement shall commence on April 1, 2022 and shall terminate on June 8, 2022. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

NATURE OF ORGANIZATION'S SERVICE

The TAP Academy offers a 9-week program designed to support positive youth behaviors and participants of this program are students at risk. The goal is to support the development of healthy youth by addressing their needs and linking them to support services. Program activities include monitoring school progress, exploring career goals, discussions on improving relationships, and addressing problem behaviors.

ORGANIZATION

SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

Carmen M. Castro, Major
Contact Person

Linda Amica Roberts, Ph.D., Administrative Director
Contact Person

(305) 471-1716
Phone Number

(305) 995-1945
Phone Number

Fax Number

(305) 523-0673
Fax Number

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

As applicable, Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer and School Year, attached hereto and incorporated herein, from all participants.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullWidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://www.myflfamilies.com/service-programs/child-care/child-care-licensure.shtml>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. In the event that a danger to student health, safety or welfare exists, at the sole discretion of the School Board, this contractual agreement will be terminated immediately.

INDEMNIFICATION

To the fullest extent permitted by law, the Organization shall indemnify, hold harmless, and defend the School Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, and losses, arising out of, resulting from or incidental to Organization's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Organization or other persons employed or utilized by the Organization in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement otherwise available to the Organization. The provisions of this Section are intended to require the Organization to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Organization shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto. Failure to honor a request by the School Board for complete indemnification constitutes a material breach of this Agreement and may result in immediate termination of not only this Agreement, but any and all other Agreements that the parties may have together, at the sole option of the School Board. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. The Organization shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time.

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Organization which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board

with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Organization shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Organization does not transfer the records to the public agency. The Organization shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prrr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

BACKGROUND SCREENING

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Organization agrees that Organization and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Organization agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A Non-Instructional Contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Organization/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Organization agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Organization agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Organization further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Organization to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

Parties further agree that failure by Organization to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer

support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Organization.

Please provide updated certificates of insurance to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
P.O. Box 12241 Miami, FL 33101-2241



[Signature]

4/4/2022
Date

Organization Representative Signature
Alfredo Ramirez III, Interim Public Safety Officer

[Signature]

Daniella Levine Cava, Mayor
Print Name

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

[Signature]

Tabitha G. Fazzino

Superintendent of Schools or Designee

DESIGNEE

5/2/22
Type text here
Date

LINDA AMICA-ROBERTS, PH. D., on behalf of DR. JOHN D. PACE, III
cn=Linda Amica-Roberts, Ph. D., o=Miami-Dade County Public Schools, ou=School Operations, email=lamica@dadeschools.net, c=US

[Signature]

Chief Administrator/Region Director or Designee

4/21/2022
Date

Linda Amica-Roberts, Ph. D.

Principal/Originating Department

4/15/2022
Date

[Signature]

Digitally signed by Jorge L. Davila
Location: Office of Risk and Benefits Management
Date: 2022.04.21 15:28:15 -04'00'

Risk Management

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jordan A. Madrigal, Esq.
Digitally signed by Jordan A. Madrigal, Esq.
Date: 2022.04.26 14:01:31 -04'00'

School Board Attorney

Date

MEMORANDUM

April 5, 2022

TO: Dr. John Pace, III, Chief Operating Officer
School Operations

FROM: Linda A. Amica-Roberts, Ph. D., Administrative Director
School Operations *Linda Amica-Roberts, Ph. D.*

**SUBJECT: RATIONALE FOR MIAMI DADE COUNTY/MIAMI DADE POLICE
DEPARTMENT**

Please accept this rationale for lateness. The agreement process was initiated in March; however, the agreement was prolonged due to the revisions of services for the program, school site determination, and legal review. The organization agreed to the terms on April 4, 2022.

If additional information is required, please contact me at extension 1945.

LAR/emu



MIAMI-DADE COUNTY PUBLIC SCHOOLS

School Operations – Contracted Services

AFFILIATING AGREEMENT ATTACHMENT



SECTION 1

(Description of What the M-DCPS School Site Will Provide)

The M-DCPS school site shall provide:

- The district will determine the location and rooms allocated for the program.
- The district will not assume responsibility for meeting the maximum number of 30 students required for the 9-week program session.
- The district will provide transportation for the students participating in TAP.
- Ensure the organization completes the Facilities Usage Agreement Application Process <https://www.communityuse.com/default.asp?acctnum=374392310>
- Provide the organization with the following consent forms:
 - Permission for Release of Record and/or Information From Records Form# 1867E
 - Consent Form for Mutual Exchange of Information Form# 2128
 - M-DCPS Parent/Guardian Consent Form for Virtual Services of School Volunteers Form #7784
 - M-DCPS Permission for parental consent for Media Release Form# 7489
- Only make available materials provided by the organization for afterschool recruitment which specifies that the organization is "not an affiliate" of Miami Dade County Public Schools. (i.e., flyers, brochures, etc.)
- The district will ensure and request evidence that the organization's staff have been fingerprinted and cleared through Miami-Dade County Public Schools.



MIAMI-DADE COUNTY PUBLIC SCHOOLS
School Operations – Contracted Services
AFFILIATING AGREEMENT ATTACHMENT



SECTION 2

(Description of What the Organization Will Provide)

The Organization shall provide:

Services for at-risk students free of charge.

Days of Service: Thursdays (9 sessions) (April 7th – June 2nd)
Time: 3 hours per session (3:00 p.m. – 6:00 p.m.)
Student Qualifications: Grades 10-12
Target Number: Maximum of 30 students
Location/Rooms Allocated: 1 room

- The organization will only use the rooms allocated by the district and follow CDC, state, and federal guidelines for space utilization and the number of students.
- The organization will assume the responsibility of cleaning materials and sanitizing all areas being used for program services.
- The organization will provide and distribute PPE equipment if needed.
- The organization will be responsible for the selection, hiring, and compensation of all staff members and mentors for the program.
- The organization will provide a Kick-Off Event for the first session group of participants to include the parent/student session.
- The organization will provide recruitment materials for their program which specifies that the organization is “not an affiliate” of Miami-Dade County Public Schools (i.e., flyers, brochures, etc.)
- The organization will assume the responsibility of obtaining the following consent forms from each participating student: (consent forms attached)
 - Permission for Release of Record and/or Information From Records Form# 1867E
 - Consent Form for Mutual Exchange of Information Form# 2128
 - M-DCPS Permission for parental consent for Media Release Form# 7489
 - M-DCPS Parent/Guardian Consent Form for Virtual Services of School Volunteers Form #7784
 - M-DCPS Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 Release Form.
- The organization will not be collecting student data.

- The organization will be responsible for applying for the ***Facilities Usage Agreement*** and completing the process;
<http://www.communityuse.com/default.asp?acctnum=374392310>
- The organization will provide a parental consent form for each student participating in the program. (attached parental consent form)
- The organization will ensure that snacks, refreshments, and dinner are provided to the students participating in the program.
- The organization will provide all materials, supplies, and equipment needed for program implementation.
- Submit for approval to the school administrator/designee notification two weeks in advance of upcoming field trips and events for participants. In accordance with Miami-Dade County Public Schools Board Policy 2340, all documentation must be completed and approved by the school site principal.
- Students transported for all field trips and/or events, require utilization of an M-DCPS approved transportation vendor at no additional cost to program participants.
- Collaborate with Miami-Dade County Public Schools to facilitate programmatic data and evaluation needs relevant to the project plan's deliverables and outcomes based on the guidelines below:
 - Student ID# must be included with request. Programming staff cannot correct IDs that do not match.
 - All data processing will be completed within reasonable timelines depending on the time of year of the request.
 - A fee may be assessed should the data analysis request exceed more than one programming days' worth of effort.
- Data Required from the Office of Assessment, Research and Data Analysis for all after-school participants (The organization is willing to pay a fee to cover the costs of delivering required data)
 - Quarterly grades for students participating in the program (at the conclusion of each grading period).
 - Quarterly attendance including excused/unexcused absences, tardies, and out-door suspensions.
 - Un-weighted/weighted GPA for all high school students in semester 1 and 2.
 - Graduation withdrawn senior date.
 - SAT/ACT scores for seniors at the end of the year (for semester 1 and 2).
 - Unofficial semester 1 transcripts for seniors.
 - FSA Scores
 - iReady data
 - Baseline, mid-year, and end of course assessments

MIAMI-DADE POLICE DEPARTMENT
Turn Around Police Academy

REFERRAL
(To be filled out referring agency)

CHILD'S INFORMATION:

Date: _____

Participant's Name: _____

Date of Birth: _____ Social Security: _____

Address: _____

Telephone: _____

Parent/Guardian's Name: _____

Telephone: _____ Work: _____

Parent/Guardian's Name: _____

Telephone: _____ Work: _____

School/Employer: _____

Address: _____

School I.D. Number: _____ Grade: _____

School Counselor: _____ Telephone: _____

Court Case Number: _____ Judge: _____

JSD Case Number: _____ Conference Date: _____

PAD Case Manager: _____

REASON FOR REFERRAL: _____

MIAMI-DADE POLICE DEPARTMENT
Turn Around Police Academy

CODE OF CONDUCT

I, _____ voluntarily agree to participate in the Turn Around Police Academy Program and to comply with my participant agreement and the following Code of Conduct guidelines.

CONDUCT:

- _____ To be on time to all scheduled appointments
- _____ Obtain a drug test – and remain drug-free while in program
- _____ Conduct myself in a safe and responsible manner
- _____ Refrain from profane or inflammatory statements
- _____ Maintain regular school attendance and/or employment while participating in the Turn Around Police Academy program

DRESS CODE:

- _____ Hair neatly groomed.
- _____ Shirt tucked in pants with a belt at all times while on property
- _____ No walkman, cellular phone, or pager devices
- _____ No gum, food or drink allowed
- _____ No beeper
- _____ No jewelry

PREVENTION/DISCIPLINE:

- _____ If required, attend counseling, arbitration/mediation
- _____ If recommended, attend tutoring or other related program prior to, during, and/or after the Turn Around Police Academy program
- _____ When necessary, attend alcohol and drug counseling and referral services, as well as re-entry and follow-up support services
- _____ Notify my Turn Around Police Academy counselor immediately of any changes in address, telephone number, and of any plans to leave town, regardless of reason

PARENT:

I, _____ agree to assume full responsibility for my child's participation in the Turn Around Police Academy program, and ensure that he/she is in attendance and reports promptly to each scheduled session, event, or special project location.

Parent/Guardian's Signature

Date

Witness' Signature

Date

**MIAMI-DADE POLICE DEPARTMENT
Turn Around Police Academy
PARENT / STUDENT AGREEMENT**

I, _____ voluntarily agree to participate in the Turn Around Police (T.A.P.) Academy Program and to comply with my participant agreement and the following Code of Conduct guidelines.

As a part of the Miami-Dade Police Department, TAP Academy nine-week (9) sessions diversionary program, it is **MANDATORY** that your child attends a three (3) hour training session every Thursday, starting April 7th - June 2nd from 3:00 p.m. – 6:00 p.m.

The training session will be facilitated by licensed staff referred by Juvenile Services Department. It is imperative that your child attends this session, in order to impact the most benefit to the juvenile participants.

I, _____ the parent/guardian agree that my child will attend the aforementioned nine-week sessions.

Parent/Guardian's Signature

Date

I, _____ consent to all the terms in this agreement and to cooperate fully with the T.A.P. Academy personnel.

Participant's Signature

Date

Witness' Signature

Date

DISMISSAL PROCEDURES- Please check the box indicating how your child will get home.

☐ Student will be picked up from school: _____

☐ Student will be transported to their designated bus stop location: _____

☐ Other: _____

MIAMI-DADE POLICE DEPARTMENT
Turn Around Police Academy

Dear Parent(s)/Guardian(s):

This notice serves as a reminder that as a result of your child being a participant of the Miami-Dade Police Department Turn Around Police (T.A.P.) Academy nine (9) week, 9 session program, you the parent(s)/guardian(s) are required to attend a three (3) hour training session.

The training session is scheduled on:

Date: Thursday, April 7, 2022

Time: 3:00 p.m. – 6:00 p.m.

Location: Miami Southridge Senior High School

The session will be facilitated by members of the _____ and it is imperative that the parent(s) or guardian(s) attend this session in order to impact the most benefit to the juvenile.

NOTE: Failure of the parent(s) or guardian(s) to attend this training session may result in the removal of your child from the T.A.P. program.

Participant's Signature

Date

Parent/Guardian's Signature

Date

Officer's Signature

Date

**MIAMI-DADE POLICE DEPARTMENT
Turn Around Police Academy**

EMPLOYMENT DOCUMENTATION FORM

Participant's Name: _____

Assigned Officer: _____

Resume Completion Date: _____

Dress for Success Counseling Date: _____

Mock Interview Prep Date: _____

Job Interviews:

Business Name: _____

Business Address: _____

Application Completed Date: _____

Interview Date: _____

Hiring Status: _____ Hired _____ Not Hired

Employer Feedback: _____

Business Name: _____

Business Address: _____

Application Completed Date: _____

Interview Date: _____

Hiring Status: _____ Hired _____ Not Hired

Employer Feedback: _____

Business Name: _____

Business Address: _____

Application Completed Date: _____

Interview Date: _____

Hiring Status: _____ Hired _____ Not Hired

Employer Feedback: _____

TURN AROUND POLICE ACADEMY

MIAMI-DADE POLICE DEPARTMENT Community Affairs Bureau

Course Syllabus

Session 1 Introduction to program - Parents/Students (Mandatory) **April 7, 2022 (Thursday)**

- A. Registration
- B. Orientation
- C. Family Session- Understanding a parent's role vs child's role
- D. Open forum

Session 2 Preventing Youth Violence – Part 1 **April 14, 2022 (Thursday)**

- A. Preventing Youth Violence / Drugs, Alcohol, and Addiction
 - Conflict Resolution and Substance abuse
 - Dealing with abuse and addiction
 - Why are children turning to drugs and alcohol
 - Open forum

Session 3 Preventing Youth Violence – Part 2 **April 21, 2022 (Thursday)**

- A. Preventing Youth Violence / Gangs & Gun Violence
 - Dealing with anger and how to control it
 - Preventing youth violence
 - The relationship between youth and law enforcement
 - Keeping out of gangs
 - Gun violence
 - Open forum

Session 4 Preventing Youth Violence – Part 3 **April 28, 2022 (Thursday)**

- A. Preventing Youth Violence / Social Media Challenges
 - Internet Safety
 - Cyberbullying
 - Sexting
 - Posting Criminal & Threatening Activity Online
 - Open forum

Session 5 Violence Has A Name - Part 1 **May 5, 2022 (Thursday)**

- A. Homicide Investigations and Consequences
- B. Open forum

TURN AROUND POLICE ACADEMY

MIAMI-DADE POLICE DEPARTMENT Community Affairs Bureau

Session 6 Violence Has A Name - Part 2

May 12, 2022 (Thursday)

- A. Peer to Peer Perspective Interview with TGK Boot Camp Inmates and Drill Instructors
- B. Open forum

Session 7 Planning for Success

May 19, 2022 (Thursday)

- A. Planning for Success – Part 1
 - Choosing a career
 - How to complete a resume
 - Open forum

Session 8 Planning for Success

May 26, 2022 (Thursday)

- A. Planning for Success – Part 2
 - How to apply for a job
 - Dressing for success
 - What an employer looks for in an applicant
 - Mock interviews
 - Open forum
 -

Session 9 Graduation

June 2, 2022



miamidade.gov

Internal Services Department
Risk Management Division
Property & Casualty Unit
111 NW 1st Street • Suite 2340
Miami, Florida 33128
T 305-375-5442 F 305-375-1477

February 16, 2022,

Ms. Erika M. Urbanik
Executive Director
Miami-Dade County Public Schools
School Operations
1450 NE 2nd Avenue, Suite 813
Miami, Florida 33132

Dear Ms. Urbanik:

RE: Miami-Dade County Police –Turn Around Police (TAP) Academy Affiliating Agreement

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,

A handwritten signature in black ink, appearing to read "Odilon Joseph", with a long, sweeping horizontal line extending to the right.

Odilon Joseph, MURP
Manager, Property & Casualty

OJ/ml

Delivering Excellence Every Day