

MEMORANDUM

Agenda Item No. 8(B)(1)

TO: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

DATE: December 3, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the Affiliation Agreement for Educational Services for school years 2024-25 and 2025-26 with the Miami-Dade County Public Schools' Lindsey Hopkins Technical College for the provision of academic and career-technical education for inmates in an amount not to exceed \$400,000.00 per school year and to be paid from the Inmate Welfare Account; authorizing the County Mayor to execute same for and on behalf of Miami-Dade County, to execute any necessary amendments, and to exercise the provisions contained therein

Resolution No. R-1064-24

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/jp



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners

DATE: December 3, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(B)(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 ____, majority plus one ____, 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) ____, 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(B)(1)
12-3-24

RESOLUTION NO. R-1064-24

RESOLUTION APPROVING THE AFFILIATION AGREEMENT FOR EDUCATIONAL SERVICES FOR SCHOOL YEARS 2024-25 AND 2025-26 WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS' LINDSEY HOPKINS TECHNICAL COLLEGE FOR THE PROVISION OF ACADEMIC AND CAREER-TECHNICAL EDUCATION FOR INMATES IN AN AMOUNT NOT TO EXCEED \$400,000.00 PER SCHOOL YEAR AND TO BE PAID FROM THE INMATE WELFARE ACCOUNT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXECUTE ANY NECESSARY AMENDMENTS, AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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 approves an Affiliation Agreement for Educational Services (Agreement) between Miami-Dade County Public Schools, through Lindsey Hopkins Technical College, and Miami-Dade County, through the Miami-Dade Corrections and Rehabilitation Department, in substantially the form attached hereto and made a part hereof, in an amount not to exceed \$400,000.00 for each school year for 2024-25 and 2025-26, to be paid from the Inmate Welfare Fund, for the provision of academic education and career-technical education courses at various facilities of the Miami-Dade Corrections and Rehabilitation Department. The Board further authorizes the County Mayor or County Mayor's designee to execute the Agreement and its incorporated Attachment for and on behalf of Miami-Dade County, to execute any necessary amendments, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Kevin Marino Cabrera** ,
 who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee**
 and upon being put to a vote, the vote was as follows:

Anthony Rodríguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	absent	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 2024. 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.



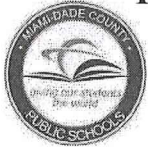
MIAMI-DADE COUNTY, FLORIDA
 BY ITS BOARD OF
 COUNTY COMMISSIONERS

JUAN FERNANDEZ BARQUIN, CLERK

By: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Anita Viciano Zapata



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

☐ **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 _____ day of _____, 20 24 by and

Between Miami-Dade County, by and through Miami-Dade Correcti, 3505 NW 107 Avenue,
Name of Organization Address

Doral, Florida 33178, hereinafter referred to as the Organization and The School
City/State/Zip Code

Board of Miami-Dade County, Florida, for Lindsey Hopkins Technical College.

TERMS OF AGREEMENT

The agreement shall commence on 07/01/2024 and shall terminate on 06/30/2026. 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 Miami-Dade County, by and through Miami-Dade Corrections and Rehabilitation Department serve the community by providing safe, secure and human detention of individuals in their custody while preparing them for a successful return to the community.

ORGANIZATION

SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

James Reyes, Chief of Public Safety

Contact Person

(786) 263-6010

Phone Number

(786) 263-6130

Fax Number

Chantal G. Osborne, Director

Contact Person

(305) 324-6070

Phone Number

(305) 545-6397

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.)

The Organization agrees it shall provide supervision and security for all students participating in their program and/or who are under the Organization's care throughout the duration of the program. The Organization agrees the School Board has no responsibility for supervision or care for students throughout the duration of the program.

As applicable, Organization shall obtain a signed 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. In the event of a third-party claim, the Organization agrees, at its own expense, and upon written request by the School Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from, or incidental to Organization's performance under 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, pr@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:

The School Board of Miami-Dade County, Florida
Office of Risk and Benefits Management
P.O. Box 12241 Miami, FL 33101-2241

Organization Representative Signature

James Reyes, Chief of Public Safety
Print Name

Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee

Date

Chief Administrator/Region Director

Date

Principal/Originating Department

Date

Risk Management

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

General Counsel

Date

Waiver, Release & Hold Harmless

COVID-19 and Voluntary Third-Party Extracurricular Activities

Summer 202_ and School Year 202_-2_

Extra-Curricular Activity: _____

Parent/Guardian's Name: _____

Participating Child(ren)'s Name: _____

I desire to participate or allow my child(ren) ("Activity Participant") to participate in one or more voluntary extracurricular activities being held on the campus(es) of the School Board of Miami-Dade County, Florida ("School Board"). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that social distancing and other measures help to prevent the spread of COVID-19.

The School Board will have third-party organizations ("Organizations") conducting certain extracurricular activities, including summer camps, on its campus(es). I understand that if I or my child(ren) choose to participate in these Organizations' activities (hereinafter "Activity"), the Activity will be controlled, organized, contracted, staffed and insured independent of the School Board, and will be conducted with the safety protocols these Organizations deem appropriate under the circumstances at the time, which may be subject to change. I understand that the School Board will not be responsible for implementing, supervising, or informing the Activity Participant(s) of this Organization's safety protocols, and that it is solely my responsibility, as well as the Activity Participant's, to adhere to all state, federal, and local safety protocols, as well as those the Organization provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants, including my child(ren), being healthy and safe when they participate in the Activity and that if my child is exposed to COVID-19, it is important to assess whether my child has symptoms by:

- Performing daily temperature checks on my child(ren) to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the activity until he/she has been without fever for 24 hours without the use of fever reducing medication.
- Visually inspecting my child(ren) for signs of illness which could include but not limited to: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she have self-isolated for at minimal for 5 days and he/she has been without fever for 24 hours without the use of fever reducing medication since developing symptoms.
- Confirming that my child(ren), before and while participating in the Activity, has not tested

FM-6103 Rev. (06-23)

positive for COVID-19 in the past 5 days.

- Confirming that my child(ren), before and while participating in the Activity, has not developed the symptoms outlined above after coming in contact with someone who has either tested positive for COVID-19 in the past 5 days or is waiting for test results based on a diagnosed or suspected case of COVID-19. If my child(ren) has developed the symptoms outlined above after coming in contact with such a person, including from the same household, I will not permit my child(ren) to participate in the Activity until my child(ren) have self-isolated for at minimal 5 days and he/she has been without fever for 24 hours without the use of fever reducing medication since developing symptoms.
- Promptly picking up my child(ren), or arranging for pickup, if signs or symptoms of illness are present. I understand that my child(ren) will remain home and self-isolate for at minimal 5 days until he/she is symptom free and without a fever for 24 hours without the use of fever reducing medication.

By signing this document, I acknowledge the statements above. I also understand that I or my child(ren) may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), these Organizations, School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and/or my child(ren) being able to participate in the Activity, I, on behalf of myself and my child(ren), as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my or my child(ren)'s participation in this Activity, shall be unaffected and remain in full force and effect.

Signature of Parent/Guardian

Signature of Activity Participant

Print name of Parent/Guardian

Print name of Activity Participant

Date of signature

Date of signature

Exención, Exoneración y Exculpación de Responsabilidad

**La Covid-19 y Actividades Voluntarias Extracurriculares de Terceros
Verano 202_ y Curso Escolar 202_-2_**

Actividad Extracurricular: _____

Nombre del Padre de Familia/Tutor: _____

Nombre de los Niño(s) Participantes: _____

Deseo participar y/o permitir que mi(s) hijo(s) participe(n) en una o más de las actividades extracurriculares voluntarias que se llevarán a cabo en el/los centro(s) de la Junta Escolar del Condado Miami-Dade, Florida (School Board). Reconozco que el nuevo coronavirus, conocido como la COVID-19, ha sido declarada una pandemia, se considera contagiosa y se propaga por el contacto de persona a persona, afectando incluso al Condado Miami-Dade. Además, soy consciente de que el distanciamiento social, y otras medidas ayudan para prevenir la propagación de la COVID-19.

La Junta Escolar utilizará organizaciones externas de terceros ("organizaciones"), que realizarán ciertas actividades extracurriculares, entre las que se incluyen campamentos de verano en su(s) centro(s). Entiendo que si yo o mi(s) hijo(s) decidimos participar en las actividades de estas Organizaciones, (en adelante, denominada "Actividad") dicha Actividad será controlada, organizada, contratada, dotada de personal y asegurada independientemente de la Junta Escolar, y que se llevará a cabo según los protocolos de seguridad que estas Organizaciones consideren apropiados, los cuales pueden cambiar, según las circunstancias del momento. Entiendo que la Junta Escolar no será responsable de implementar, supervisar o informar al/ a los Participante(s) de la Actividad sobre los protocolos de seguridad de esta Organización, ya que es únicamente mi responsabilidad, así como el deber de los Participantes de la Actividad, cumplir los protocolos de seguridad estatales, federales y locales, al igual que con los protocolos proporcionados por la Organización.

En aras de garantizar la seguridad y el bienestar de nuestra comunidad escolar, entiendo la importancia de que los Participantes de la Actividad, incluyendo a mi(s) hijo(s), estén sanos y seguros cuando participen en la actividad, y que si mi(s) hijo(s) está(n) expuesto a la COVID-19, es importante evaluar si mi hijo tiene síntomas mediante lo siguiente:

- Realizar controles diarios de la temperatura de mi(s) hijo(s) para detectar si tienen fiebre antes de llegar a la Actividad. La fiebre se define como una temperatura superior a 100,4 °F o 38,0 °C. Si mi(s) hijo(s) tiene(n) fiebre, no permitiré que participe(n) en la Actividad hasta comprobar que no hayan tenido fiebre durante 24 horas sin el uso de medicamentos febriles.
- Realizar una inspección visual de mi(s) hijo(s) para ver si presenta(n) signos de enfermedad, incluyendo, pero no limitándose a: fiebre o escalofríos, tos, falta de aire o dificultad para respirar, fatiga, dolores musculares o corporales, dolor de cabeza, pérdida del sentido del gusto o del olfato, dolor de garganta, congestión o secreción nasal, náuseas o vómitos, diarrea, mejillas enrojecidas, respiración rápida o falta de aliento (sin actividad física reciente), fatiga o inquietud extrema. Si mi(s) hijo(s) ha(n) presentado alguno de estos signos o síntomas, no permitiré que participe(n) hasta que se haya(n) autoaislado durante un mínimo de 5 días y haya(n) estado sin fiebre durante 24 horas, sin utilizar medicación antifebril, desde el momento en que hayan aparecido los síntomas.
- Confirmar que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) dado positivo en las pruebas de la COVID-19 en los últimos 5 días.
- Confirmar que mi(s) hijo(s), antes y durante su participación en la Actividad, no ha(n) desarrollado los síntomas mencionados anteriormente después de haber estado en contacto con alguien que haya dado positivo en la prueba de la COVID-19 en los últimos 5 días o que esté esperando los resultados de las pruebas basadas en un caso diagnosticado o sospechoso de COVID-19. Si mi(s) hijo(s) ha(n) desarrollado los síntomas descritos anteriormente después de haber estado en contacto con dicha persona, incluso del mismo hogar, no permitiré que mi(s) hijo(s) participe(n) en la Actividad hasta que se haya(n) autoaislado durante al menos 5 días y haya(n) estado sin fiebre durante 24 horas sin utilizar medicamentos antifebriles desde el momento en el que hayan aparecido los síntomas.
- Recoger inmediatamente a mi(s) hijo(s), o hacer arreglos para que lo(s) recojan, si aparecen signos o síntomas de enfermedad. Entiendo que los niños deben permanecer en casa y se autoaislará(n) durante un mínimo de 5 días hasta que esté(n) libre(s) de síntomas y sin fiebre durante 24 horas sin el uso de medicación antifebril.

Al firmar este documento, reconozco y confirmo la veracidad de todas las declaraciones anteriores. También comprendo que yo y/o mi(s) hijo(s) podemos estar expuestos o contagiarnos con la COVID-19 como resultado de la participación en la(s) Actividad(es), y que esta exposición o contagio podría resultar en lesión personal, enfermedad y/o muerte. Entiendo que el riesgo de exposición o contagio puede ser el resultado de las acciones, omisiones o negligencias

mías, de mi(s) hijo(s), del personal de la Junta Escolar, de voluntarios, agentes, participantes en la Actividad o de otras personas no mencionadas, por lo que reconozco que todos esos riesgos son de mi conocimiento.

En consideración de que yo y/o mi(s) hijo(s) podemos participar en la Actividad, yo, en nombre mío y de mi(s) hijo(s), así como también de parte de cualquier persona que tenga derecho a actuar en mi nombre, por la presente, por siempre, de forma consciente y voluntaria, eximo, exonero y exculpo de cualquier responsabilidad a la Junta Escolar, a sus empleados y agentes de cualquier reclamación, demanda, responsabilidad, acciones, pleitos, juicios, honorarios de abogados, costos y gasto de cualquier tipo que resulte de lesiones o daños, basados en agravios, perjuicios u otros, que mi(s) hijo(s), y/o yo, o mis o nuestros representantes, tengamos durante o en relación con la participación o intervención de mi(s) hijo(s) en la Actividad.

Si se determina que esta Exención, Exoneración y Exculpación de Responsabilidad o cualquier parte de la misma es inválida o inaplicable por cualquier motivo, las disposiciones restantes de esta Exención, Exoneración y Exculpación de Responsabilidad, así como cualquier otro acuerdo relativo a mi participación o la de mi(s) hijo(s) en esta Actividad, no se verán afectados y permanecerán en pleno vigor y efecto.

Firma del Padre de Familia/Tutor

Firma del Participante de la Actividad

Nombre del Padre de Familia/Tutor en letra de molde

Nombre del Participante de la Actividad en letra de molde

Fecha de la firma

Fecha de la firma

Egzanpsyon, Renonsyasyon ak Degajman Responsablite

COVID-19 ak Aktivite Volontè Andeyò Pwogram Lekòl la ak yon Jesyonè Endepandan

Ete 202_ ak Ane Eskolè 202_ - 202_

Aktivite Volontè Andeyò Pwogram Lekòl la: _____

Non Paran/Gadyen: _____

Non Patisipan an/(yo): _____

Mwen vle patisipe oubyen otorize pitit mwen an (yo) ("Patisipan Aktivite yo") pou patisipe nan youn oubyen plizyè aktivite volontè ki pa nan kourikoulòm pwogram lekòl la e ki ap fèt nan etablisman Komisyon Konsèy Lekòl Miami-Dade County, Florid ("Komisyon Konsèy Lekòl"). Mwen aksepte yo deklare nouvo koronavirus, yo rele tou COVID-19 la, kòm yon pandemi mondyal yo kwè li kontajye epi pwopaje nan kontak moun-a-moun, tankou nan Miami-Dade County. Mwen rekonèt tou distans sosyal ak lòt mezi ede pou anpeche pwopagasyon COVID-19.

Komisyon Konsèy Lekòl la ap gen òganizasyon endepandan ("Òganizasyon") ki pral fè sèten aktivite ki pa nan kourikoulòm pwogram lekòl la, tankou kan ete, nan etablisman lekòl li a/(yo). Mwen konprann si mwen menm oubyen pitit mwen an/(yo) chwazi patisipe nan aktivite òganizasyon sa yo (n ap rele "Aktivite"), aktivite yo ap kontwòle, òganize, sou kontra, resevwa anplwaye ak asirans endepandanman de Komisyon Konsèy Lekòl la, epi yo pral fèt avèk pwotokòl sekirite òganizasyon sa yo jije ki apwopriye nan sikonstans aktyèl yo, ki kapab chanje. Mwen konprann Komisyon Konsèy Lekòl la pa responsab pou aplikasyon, sipèvizyon oubyen enfòm Patisipan Aktif yo sou pwotokòl sekirite Òganizasyon sa a, e se responsablite mwen ak patisipan nan aktivite a, pou respekte nenpòt pwotokòl sekirite eta, federal ak lokal, ak sa Òganizasyon an bay.

Nan yon efò pou asire sekirite ak byennèt kominote lekòl nou an, mwen konprann enpòtans pou Patisipan nan Aktivite yo, ki gen ladan pitit mwen an/(yo), an sante e an sekirite lè yo ap patisipe nan Aktivite a epi si pitit mwen an te ekspozé a COVID-19, li enpòtan pou obsève/verifye si pitit mwen gen sentòm lè mwen:

- Pran tanperati pitit mwen chak jou pou tcheke pou lafyèb anvan yo kòmanse aktivite a. Lafyèb defini kòm yon tanperati ki depase 100.4 F oubyen 38.0 C. Si pitit mwen an/(yo) gen yon lafyèb, mwen pap pèmèt pitit mwen an/(yo) patisipe nan aktivite a jiskaske li pa gen lafyèb pou omwen 24 èdtan san li pa itilize medikaman.
- Enspekte pitit mwen ak zye mwen pou siy maladi ki ka gen ladan men pa sèlman: lafyèb oubyen frison, tous, souf kout oubyen difikilte pou respire, fatig, doulè nan misk oubyen kò, maltèt, pèt nan gou oubyen odè, gòj fè mal, nen bouche oubyen nen koule, kè plen oubyen vomisman, dyare, machwè wouj, respirasyon rapid oubyen difikilte pou respire (san aktivite fizik resan), fatig, oubyen ajitasyon ekstrèm. Si pitit mwen an montre nenpòt nan siy oubyen sentòm sa yo, mwen pap pèmèt pitit mwen an patisipe nan Aktivite a jiskaske aprè li te izole pou yon minimòm 5 jou epi li pa gen lafyèb pou pase 24 èdtan san li pa itilize medikaman depi li te kòmanse devlope sentòm yo.

- Konfime pitit mwen an/(yo), anvan ak pandan patisipasyon yo nan Aktivite a, pa teste pozitif pou COVID-19 nan 5 dènye jou yo.
- Konfime pitit mwen, anvan ak pandan patisipasyon yo nan Aktivite a, pa t devlope sentòm yo dekri anwo yo aprè li te an kontak ak moun ki te teste pozitif pou COVID-19 pandan 5 jou ki sot pase yo oswa ap tann rezilta tèst ki baze sou dyagnostik oubyen ka yo sispèk nan COVID-19. Si pitit mwen an/(yo) devlope sentòm ki dekri anwo aprè li an kontak ak yon moun konsa, menm moun ki nan menm kay la, mwen pap pèmèt pitit mwen an patisipe nan Aktivite a jiskaske aprè li te izole pou yon minimòm 5 jou epi li pa gen lafyèv pou pase 24 èdtan san li pa itilize medikaman depi li te devlope sentòm.
- Vin chèche pitit mwen san pèdi tan oubyen fè aranjman pou vin chèche si siy oubyen sentòm maladi yo prezan. Mwen konprann timoun yo dwe rete lakay yo jiskaske yo pa gen maladi a pou omwen 5 jou epi li pa gen lafyèv san yo pa itilize medikaman.

Lè mwen siyen dokiman sa a, mwen aksepte e afime tout deklarasyon ki anwo yo. Mwen konprann mwen menm oubyen pitit mwen ka ekspozé oubyen enfekte ak COVID-19 kòm rezilta patisipasyon nan Aktivite a, e ekspozisyon sa a oubyen enfeksyon ka lakòz aksidan pèsonèl, maladi, ak/oubyen lanmò. Mwen konprann risk pou ekspozé oubyen enfeksyon an kapab rezilta aksyon, erè oubyen neglijan nan tèt mwen, pitit mwen/(yo), Òganizasyon sa yo, anplwaye Konsèy Lekòl la, volontè oubyen ajan, lòt patisipan nan Aktivite a oubyen lòt moun ki pa nan lis la, e mwen admèt mwen konnen tout risk sa yo.

An konsiderasyon pou mwen ak/oswa pitit mwen patisipe nan Aktivite a, mwen menm, nan non pèsonèlman mwen ak pitit mwen, ak nenpòt moun ki otorize aji sou non mwen, mwen renonse yon fason konsyan e volontè pou tout tan, e mwen dechaje Komisyon Konsèy Lekòl la ak anplwaye ak ajan li yo de tout responsablite, tout reklamasyon, pwosè, responsablite, aksyon, jijman, frè avoka, depans ak nenpòt kalite depans akòz aksidan oswa domaj, ki baze sou fot oswa lòt bagay ki rive mwen ak/oswa pitit mwen, oswa reprezantan mwen an/(yo), pandan oswa an koneksyon avèk patisipasyon oswa enplikasyon pitit mwen nan Aktivite a.

Si yo ta detèmine egzanpsyon, renonsyasyon ak degajman responsablite sa a oswa nenpòt pati ladan l envalid oswa inaplikab pou kèlkeswa rezon, dispozisyon ki rete yo nan egzanpsyon sa a, ak nenpòt lòt akò ki gen rapò ak patisipasyon pitit mwen nan Aktivite sa a, pa dwe afekte e l ap rete aplikab nan tout fòs li.

Siyati Paran/Gadyen

Siyati Patisipan nan Aktivite a

Ekri an lèt detache non Paran/Gadyen an

Ekri an lèt detache non Patisipan nan Aktivite a

Dat siyati

Dat siyati

**ATTACHMENT
TO AFFILIATING AGREEMENT FOR SERVICES
BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA, BY AND THROUGH
LINDSEY HOPKINS TECHNICAL COLLEGE
AND
MIAMI-DADE COUNTY, BY AND THROUGH
MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT**

Pursuant to the Affiliating Agreement for Services, which incorporates the foregoing by reference, the School Board and the Organization (collectively the “Parties”) hereby affirm as follows:

I. Section 1 – Center will provide

1. Instructors to teach Adult General Education (AGE) classes, to include Adult Basic Education (ABE). Provide career/technical and adult general educational courses not to exceed 405 contact hours per course per student (see attached school calendar), per trimester at the rate prescribed by §1009.22, Florida Statutes for the school year, (rates are subject to change when mandated by the school district and/or the State). Adult Basic Education (ABE) and General Educational Development (GED) preparation,
2. Training of inmates in career/technical education courses, to include programs in the areas of Industrial Education and any other areas as requested by Miami-Dade County/Corrections and Rehabilitation Department within the scope and regulations set by the Florida Department of Education’s curriculum frameworks and the ability of the school to provide them,
3. Educational instruction in accordance with Florida Statutes, title XLVIII for the school year,
4. GED testing to inmates through the GED Testing Center, as needed. A minimum of 10 students are necessary in order to retain the service of a Test Examiner/Proctor,
5. Monthly itemized statements of students’ enrollment to Miami-Dade County/Correction and Rehabilitation Department and additionally, the number of GED Diplomas and the number of career/technical certificates of completion earned,
6. Data on student progress in career/technical education and academic post-secondary educational programs. This will include certificates of competency and completion,
7. Limited Supervision during instruction as Organization staff/security will be supervising at all times during instruction,
8. Immediate notice to the Organization should staff become aware of any incident that may result in risk of harm or danger to self, other students, staff or the correctional facility,
9. Curriculum content and delivery,
10. Comply with all Organization policies and procedures as it relates to background checks of instructors, Prison Rape Elimination Act (PREA) standards to include training on “Inmate Sexual Abuse/Assault Awareness, Prevention, Response, and Reporting Procedures” and “Inmate Sexual Abuse/Assault Confidentiality Requirements; and safety, security, control and ingress/egress into the correctional facility,

11. Meetings with personnel from Miami-Dade County/Corrections and Rehabilitation Department on a quarterly basis to discuss program status and progress.

II. Section 2 – Organization will provide

The Organization agrees it shall provide supervision and security for all students participating in their program and/or who are under the Organization's care throughout the duration of the program. The Organization agrees the School Board has limited responsibility for supervision or care for students throughout the duration of the program by giving immediate notice to the Organization should staff become aware of any incident that may result in risk of harm or danger to self, other students, staff or the correctional facility,

1. Assure that School Board/LHTC is provided appropriate classroom space and security,
2. The students necessary to start full classes with a minimum of twenty (20) students enrolled in academic/education programs. Enrollment in career/technical education classes will vary depending on eligible students and student/teacher ratio as recommended by the Florida Department of Education,
3. Paper, pencil, labels, folders, books and consumable supplies for specific career/technical classes, which are required to properly conduct the classes,
4. Payment for the General Education Development Test (GED) presented with an itemized listing of students who enrolled in classes,
5. Payment on a trimester basis to the M-DCPS/LHTC when presented with an itemized listing of students who enrolled in classes,
6. The amount of tuition payment based on M-DCPS Board rate for students registered in career/technical and Adult general educational classes will not exceed \$400,000.00.

III. Miscellaneous

Any changes in schedules of services will be discussed between Center and Organization.

IV. Assignability

Notwithstanding anything to the contrary in this Affiliating Agreement and incorporated Attachment, including any amendments or addendums thereto, the School Board of Miami-Dade County, Florida ("School Board") agrees and acknowledge that Miami-Dade County may assign, transfer, convey, divide or otherwise dispose of this Affiliating Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Sheriff upon the creation of such office in Miami-Dade County without any further consent from the School Board. Upon the assignment, transfer or conveyance of the Affiliating Agreement, or a portion thereof, to the elected County Sheriff and the acceptance of such by the County Sheriff, the County shall be relieved of all obligations under this Affiliating Agreement, or such portions of the Affiliating Agreement assumed by the elected County Sheriff. Should the County assign, transfer or convey only a portion of this Affiliating Agreement to the County Sheriff, the Affiliating Agreement shall be divided into two separate agreements and the Sheriff shall assume all pro-rata rights, benefits and obligations of the portion of the Affiliating Agreement assigned, transferred or conveyed to the County Sheriff as if such portion was a separate agreement entered into between the Participating Entities and the County Sheriff. The County Sheriff shall exercise all termination,

extension or other contractual rights and shall be responsible for all obligations for such portion of the Affiliating Agreement as of the date of the acceptance of such assignment, transfer or conveyance. The County shall provide notice of such action to the School Board within thirty (30) days of any such assignment, transfer or conveyance.