

## **MEMORANDUM**

Agenda Item No. 8(B)(1)

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

**DATE:** February 4, 2025

**FROM:** Geri Bonzon-Keenan  
County Attorney

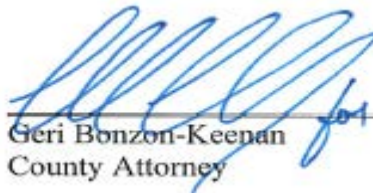
**SUBJECT:** Resolution authorizing the affiliating agreement for educational services for school years 2024/25, 2025/26, and 2026/27 with Miami-Dade County Public Schools for the provision of educational classes for juveniles and special educational classes for young adults in the custody of the Miami-Dade Corrections and Rehabilitation Department; and authorizing the County Mayor to execute the agreements and exercise all provisions of the agreements, including any cancellation provisions contained therein

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Resolution No. R-115-25

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

  
\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/ks

# Memorandum



**Date:** February 4, 2025

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Resolution Authorizing Execution of an Affiliating Agreements for Educational Services for School Years 2024/25, 2025/26, and 2026/27 with the Miami-Dade County Public Schools for the Provisions of Educational Alternative Outreach Program

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## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the attached Affiliating Agreements for Educational Services (Agreement) with the Miami-Dade County Public Schools (MDCPS) and Miami-Dade County. The Agreement includes provisions for educational services for juvenile inmates in grades 6 through 12, under the age of 18, and special education to students grades 6 through 12, under the age of 22 who are incarcerated in Miami-Dade Corrections and Rehabilitation Department. The term of the Affiliating Agreements shall be for a three-year term, from July 1, 2024 to June 30, 2027. Finally, it is recommended that the Board authorize the County Mayor or the County Mayor's designee to execute any necessary amendments, and to exercise the termination provisions contained in the Agreement and its incorporated Attachment.

## **SCOPE**

The scope of these Agreements is countywide in nature.

## **FISCAL IMPACT/FUNDING SOURCE**

There is no cost to Miami-Dade County for the educational program provided through this Agreement. MDCPS is reimbursed by the State of Florida in accordance with the full-time equivalency count which is the number of full-time students enrolled per course.

## **DELEGATION OF AUTHORITY**

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the Agreements for and on behalf of the County, and to execute the cancellation provisions contained in the Agreements.

## **TRACK RECORD/MONITOR**

The Agreement will be monitored by Ira Thomas, Commander of the Reentry Services Bureau in MDCR.

## **BACKGROUND**

MDCPS has provided educational courses annually for juvenile and young adult inmates with special needs incarcerated in Miami-Dade County jail facilities since 1983. Pursuant to Florida law, MDCPS is required to offer educational services to juveniles who have not graduated from high school, and eligible students with disabilities who have not graduated with a standard diploma or its equivalent.

The educational services are based upon the estimated length of time the student will be in the facility and the student's current level of functioning. MDCPS requires Agreements to identify specific service sites. Under the terms of the Agreements, MDCPS provides certified instructors, as well as the required materials and equipment, to conduct secondary school education.



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James Reyes  
Chief of Public Safety



## MEMORANDUM

(Revised)

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

**DATE:** February 4, 2025

**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)  
2-4-25

RESOLUTION NO. R-115-25

RESOLUTION AUTHORIZING THE AFFILIATING AGREEMENT FOR EDUCATIONAL SERVICES FOR SCHOOL YEARS 2024/25, 2025/26, AND 2026/27 WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR THE PROVISION OF EDUCATIONAL CLASSES FOR JUVENILES AND SPECIAL EDUCATIONAL CLASSES FOR YOUNG ADULTS IN THE CUSTODY OF THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS AND EXERCISE ALL PROVISIONS OF THE AGREEMENTS, INCLUDING ANY CANCELLATION PROVISIONS CONTAINED THEREIN

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

**WHEREAS**, Miami-Dade County Public Schools has provided educational courses for juveniles and special educational services for young adult inmates incarcerated in the custody of the Miami-Dade Corrections and Rehabilitation Department since 1983, by way of affiliating agreements; and

**WHEREAS**, Miami-Dade County Public Schools agrees to continue providing educational courses to incarcerated juveniles and special education services to young adults in the Miami-Dade Corrections and Rehabilitation Department facilities for the 2024/2025, 2025/2026, and 2026/2027 academic years,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the affiliating agreements between Miami-Dade County Public Schools and Miami-Dade County, through the Miami-Dade Corrections and Rehabilitation Department, in substantially the form

attached hereto and made part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, and to exercise all provisions of the agreements, including any cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4<sup>th</sup> day of February, 2025. 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 1st day of July, 20 24 by and

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

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

Dade County, Florida, hereinafter referred to as School Board for Educational Alternative Outreach Pro. (EAOP).  
District School(S)/Department

**TERMS OF AGREEMENT**

The agreement shall commence on 07/01/2024 and shall terminate on 06/30/2027. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

Will Student Data be shared with Organization? ☐ Yes ☐ No

**NATURE OF ORGANIZATION'S SERVICE**

Miami-Dade Corrections and Rehabilitation Department provides residential incarceration for male and female juvenile inmates who are awaiting final disposition of their criminal case which require educational services for juvenile inmates in grades 6 through 12, under the age of 18, and special education to students between the ages of 18-22. Juvenile inmates are housed at Metro West Detention Center, located at 13850 NW 41 Street, Miami, Florida 33178 and Turner Guilford Knight Correctional Center, located at 7000 NW 41 Street, Miami, Florida 33166.

**ORGANIZATION**

**SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

Director Sherea Green  
Contact Person

Dr. Theron A. Clark  
Contact Person

786-263-6010  
Phone Number

305-624-9613  
Phone Number

sherea.green@miamidade.gov  
Email Address

tclark@dadeschools.net  
Email Address



### **DESCRIPTION OF WHAT THE SCHOOL BOARD 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.

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.

### **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. If Organization receives student data Organization shall abide by all Data Sharing terms and conditions attached hereto and incorporated herein.

### **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](mailto: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.



Verification of Coverage: Proof of the required insurance must be furnished by the Organization to The School Board's Risk Management Department by Certificate of Insurance within thirty (30) days of the date of this Agreement. To automate this process, the School Board has partnered with a third-party administrator. to collect and verify insurance documentation through CTrax software services.

The Organization is required to e-mail a current COI to: riskcontracts@dadeschools.net

Email subject should read "INSERT ORGANIZATION NAME" COI

Include in the body of the e-mail the information below so your vendor account may be created in CTrax.

Organization Representative Name " " \_\_\_\_\_

Organization Representative Phone number " " \_\_\_\_\_

Organization Representative Email " " \_\_\_\_\_

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

\_\_\_\_\_  
Organization Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**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