

Mercedes Toural, Chief Education Officer
and Deputy Superintendent of Schools

SUBJECT: REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO ENTER INTO A COOPERATIVE AGREEMENT WITH MIAMI-CHILDREN'S HOSPITAL TO PROVIDE EDUCATIONAL SERVICES

COMMITTEE: EDUCATION AND SCHOOL OPERATIONS

In compliance with Sections 1003.52 and 1003.53, Florida Statutes, the Office of Adult/Vocational, Alternative and Community Education (OAVACE), Miami-Dade County Public Schools (M-DCPS), and Miami Children's Hospital Department of Psychiatry, a non-profit agency in Miami-Dade County, Florida, have developed a cooperative agreement to provide educational and related services for school-age psychiatric in-patients, effective January 22, 2004 through June 9, 2004. This is the first year this program will be in effect.

The cooperative agreement involves commitments between Miami Children's Hospital, Department of Psychiatry, and The School Board of Miami-Dade County, Florida, as outlined in the cooperative agreement:

- A. M-DCPS will provide an educational program, including teachers, materials, and equipment, not including furniture, on the same basis as provided to regular classes within M-DCPS. The principal of the Educational Alternative Outreach Program will provide the supervision of teachers.
- B. M-DCPS will also provide educational and related services for students who require hospitalization and psychiatric treatment for emotional disturbance and/or substance abuse.
- C. Miami Children's Hospital, Department of Psychiatry, will provide classroom space in existing buildings that meet state specifications. Additionally, the agency will provide furniture, educationally relevant records of school-age students, and the notification of students' discharge.

The Miami Children's Hospital, Department of Psychiatry Program will operate under the auspices of the Educational Alternative Outreach Program, OAVACE. The educational component offered will comply with the M-DCPS district's curriculum. It is anticipated that approximately 16 at-risk students will be served through this program.

The funds necessary for implementing M-DCPS' portion of this agreement will be provided by FTE dollars generated through the Florida Education Finance Program. In the event that the district, due to economic conditions, incurs a subsequent proration of funds, the allocation of teachers, materials, supplies, and equipment may be reduced.

The appropriation for this item is included in the General Fund of the 2003-2004 Adopted Budget under Fund 0100, Function 5120, Program 6090, Object 5144, Location 8017. This budget structure is provided to reflect M-DCPS' internal expenditures.

Americo Padilla, M.D., is acting Chief of Psychiatry; Ms. Jane Bragg M.S.N., M.B.A., is the Clinical Director; and Ms. Aneisha Samuels is the Clinical Coordinator of the Miami Children's Hospital, Department of Psychiatry.

No exchange of funds is required for this program.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to enter into cooperative agreement with Miami Children's Hospital, Department of Psychiatry Program to provide educational and related services for school-age psychiatric in-patients, effective January 22, 2004 through June 30, 2004.

The appropriation for this item is included in the General Fund of the 2003-2004 Adopted Budget.

No exchange of funds is required for this program.

GMK/CR/SG:om

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** dated this 15th day of January 2004, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, (hereinafter referred to as "**School Board**" or "Miami-Dade County Public Schools") and **MIAMI CHILDREN'S HOSPITAL, MIAMI, FLORIDA**, (hereinafter referred to as "**Contracting Agency**") on behalf of **DEPARTMENT THE PSYCHIATRY**.

WITNESSETH

WHEREAS, the parties hereto desire to enter into a **Cooperative Agreement** for the education of school-age clients of at **MIAMI CHILDREN'S HOSPITAL** at Miami-Dade County, Florida, pursuant to the provisions of §1001.42, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. The **School Board** agrees to provide an educational program to the school-age clients at **MIAMI CHILDREN'S HOSPITAL, 3100 S.W. 62nd Avenue, Miami, Florida**, in accordance with state law, the rules of the State Board of Education, and the **School Board**. The program being provided through this cooperative agreement shall be consistent with Florida Statutes § 1003.52 and §1003.53 as follows:

1. **TEACHERS**: The **School Board** shall provide teachers mutually agreed upon with the **Contracting Agency** consistent with the **School Board** established teacher-student ratio for alternative education, as based upon the Handbook For Computing Unit Allocations to Schools. Said teachers will be mutually

agreed upon and are solely the employees of the **School Board** and shall be supervised by **School Board** personnel. It is understood by the parties that all personnel provided by the Miami-Dade County Public Schools (M-DCPS) pursuant to this agreement are M-DCPS' employees subject to the rules of the **School Board** of Miami-Dade County, Florida, and all applicable labor contracts. Employees of M-DCPS are not subject to the rules and policies of **MIAMI CHILDREN'S HOSPITAL** unless specifically stated in this agreement. The Teacher Handbook for Educational Alternative Outreach Programs shall govern staff assigned to the **Contracting Agency**. Copies will be provided to center staff members.

2. **MATERIALS AND EQUIPMENT:** The **School Board** shall provide materials and equipment (not including furniture) to the **Contracting Agency** on the same basis as materials and equipment are supplied to regular classes within the M-DCPS. The **Contracting Agency** shall receive materials and equipment to supply the appropriate number of classes.

3. **FTE COUNT:** **School Board** personnel shall be responsible for conducting the FTE count.

4. **EDUCATIONAL PROGRAM COST:** The **School Board** shall not be obligated to pay any costs or expenses in connection with this **Cooperative Agreement** except as set forth in Paragraph A1 and A2 above.

5. **EDUCATIONAL PLAN:** The **School Board** shall provide a written philosophy, curriculum, and methodology, as stated in the Student Progression Plan,

Board Rule 6Gx13- 5B-1.04, and made part hereof by reference. Instruction in all courses required by the **School Board** shall be provided.

6. **STUDENT EDUCATIONAL RECORDS:** The **Contracting Agency** shall ensure that all student records from previous schools attended shall be included in the youth's commitment package prior to entry into the facility. Attendance records and student progress reports shall be maintained by **School Board** personnel and shall be made available to the staff of the **Contracting Agency** upon request. The **School Board** shall ensure that M-DCPS personnel maintain grade books including Sunshine State Standards checklists. M-DCPS personnel shall enter grades into computer system at the end of each school year. For youth exiting the program, prior to the semester end, progress reports shall be completed and forwarded to receiving schools utilizing M-DCPS Student Progress form (F-5976). The **School Board** shall transfer and receive records via the student's commitment package. Student records shall be maintained in accordance with Florida Statute § 1002.22. Students and their parents shall have rights of access, rights of challenge, and rights of privacy with respect to such records and reports, and rules shall be available for the exercise of these rights. All applicable laws and regulations shall be strictly adhered to. Necessary student information will be shared between the **School Board** and the **Contracting Agency** in accordance with Florida Statutes.

7. **RULES:** The rules of the **School Board** shall be adhered to in relation to **School Board** teachers and other **School Board** employees.

8. **STUDENT DISCIPLINE:** While students are in the **School Board's** education program, **School Board** rules regarding school discipline shall apply. The students shall be given the *M-DCPS Student Code of Conduct* upon admission.

B. The **Contracting Agency** agrees to provide the following services covered by this agreement.

1. **NOTICE OF DISCHARGE:** Written notice of discharge of any client will be provided. The **Contracting Agency** shall coordinate efforts with **School Board** personnel to provide coordination, preparation, and planning for student movement in and between programs. The **Contracting Agency** shall ensure that a student transition process is implemented and that a transition plan (if applicable) is developed for each student upon admission to designated individuals from outside agencies and/or programs. The **Contracting Agency** will notify **School Board** personnel, within a reasonable period of time, of a student's discharge or transition.

2. **CLASSROOMS AND FURNITURE:** Building space shall meet specifications set forth by Florida Administrative Code (FAC) § 6 - 2.001. This shall include specific room(s) designated as classrooms and furniture that meets the specifications of the standards set forth by the Florida State Department of Education.

3. **SCHOOL-AGE CLIENT RECORDS:** All documentation, with informed parental consent, pursuant to Florida Statute § 394.4615 and § 394.496, that is deemed educationally relevant in the development and the assessment of the educational services component for a student, including but not limited to, each student's comprehensive medical summary, psychological reports, and educational

records, which will assist appropriate staff members in providing education to the student involved, shall be made available to M-DCPS staff upon request.

Miami-Dade County Public Schools instructional staff shall utilize significant discretion with all confidential documentation pursuant to Florida Statute §1002.22. The **Contracting Agency** shall ensure that all students entering the facility shall be immunized as required by Florida Statute § 1003.22.

4. **EXCEPTIONAL STUDENT EDUCATION (ESE) RECORDS:** All Exceptional Student Education (ESE) records for students with disabilities will be made available to M-DCPS ESE support staff upon an ESE student's official enrollment within an assigned facility. It shall be the responsibility of the **Contracting Agency** to formally request all ESE records from all out-of-county facilities/treatment centers or school systems. The **Contracting Agency** shall provide M-DCPS ESE support staff an appropriately dated, written notification of requests for ESE records. It shall be the sole responsibility of the **Contracting Agency** to provide all out-of-county ESE student records to M-DCPS ESE support staff.

5. **PROGRAM REVIEW:** The **School Board** shall monitor and evaluate the educational program provided through the facility. The **Contracting Agency** shall comply with Florida Statutes, Florida State Board of Education Rules, applicable federal and state laws, rules, and regulations. Appropriate **School Board** personnel and **Contracting Agency** personnel shall review the program provided by the District at the **Contracting Agency** and shall confer with the staff of the **Contracting Agency** at reasonable times.

6. **NON-DISCRIMINATION COMPLIANCE:** Written assurance of full compliance with Florida Statute § 1000.05 on matters related to race, ethnicity, national origin, gender, disability, limited English proficiency, or marital status regarding a student or an employee in the state system should be provided by the **Contracting Agency**. No person in this state shall, on the basis of race, ethnicity, national origin, gender, disability, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any public K-20 education program in admission to and participation in its programs and activities.

7. **INDEMNIFICATION:** The Contracting Center shall indemnify, hold harmless and defend the **School Board** to the extent allowable under Florida Statute § 768.28 against any and all claims, liabilities, judgments, damage, suits, losses, actions, and causes of action which arise during the term of this **Cooperative Agreement**, including personal injury or property damage claim, liability, including attorney fees, which arise out of the **Contracting Agency's** negligent performance or non-performance of the contract provisions herein.

8. **PERSONNEL CLEARANCE:** The **Contracting Agency** shall ensure that all personnel employed by the **Contracting Agency** while M-DCPS students are attending the educational services component of the facility, are cleared in accordance to Florida Statute § 1012.32 (2) (a) and Security Clearance Procedures for M-DCPS. All employees and contracted personnel must have a security clearance to ensure individuals with criminal records involving moral turpitude do not have contact with students.

9. The **Contracting Agency** agrees to fingerprint all employees, including contracted personnel, as required by Florida Statute §1012.32 (2) (a), and Board Rule 6Gx13- 4C-1.021. The Miami-Dade County Public Schools' Office of Fingerprinting shall perform the processing of each applicant's fingerprints. The cost of the fingerprinting will be borne by the **Contracting Agency** or applicant. The **Contracting Agency** agrees that the Contracting Agency's applicants shall not be hired until written official notification from the M-DCPS Personnel Office provides full clearance. Clearance status is dependent on the applicant's fingerprinting, which shall be processed by the M-DCPS Office of Fingerprinting and through the Florida Department of Law and the Federal Bureau of Investigation. The **Contracting Agency** agrees to not employ and to dismiss any employee whose fingerprint check results reveal non-compliance with standards of good moral character.

10. The **Contracting Agency** agrees to conduct general drug screening on all applicants for non-instructional positions within the agency, including contracted personnel, in the manner set forth in **School Board** Rule 6Gx13- 4-1.05, and the M-DCPS *Drug Free Workplace Technical Guide*, attached hereto as Appendix A. A negative screening result shall be required for employment. The cost of the drug screening will be borne by the **Contracting Agency** or employee.

C. The parties hereto further agree as follows:

1. Exceptional Student Education - All students placed in a program, who are identified as a student with a disability, shall be provided a free appropriate public education consistent with the requirements of Chapter 6A-6, Florida Administrative Code (FAC). Students with disabilities, as defined by Section 504 of the Rehabilitation Act, shall be provided the necessary aids and services.

2. Limited English Proficient (LEP) Students - All LEP students placed in a program shall have equal access to entitled services, including assessment and appropriate instructional strategies consistent with the requirements of Chapter 6A-6, FAC.

The **School Board** shall provide instruction to prepare all students to demonstrate proficiency in the skills necessary for successful grade-to-grade progression and high school graduation. Collaboration between the **Contracting Agency** and the **School Board** shall be essential in order for these students to attain this goal and become productive members of the community.

3. There shall be no cost to the school-age client for the educational program provided through this **Cooperative Agreement**.

4. The instructional school day and year shall be consistent with M-DCPS **School Board** Rule 6Gx13- 6A-1.03 and Miami-Dade County Public Schools/UTD Contract Article XX, Section 3.

5. The program being provided through this **Cooperative Agreement** shall be reviewed monthly by **School Board** staff.

6. The term of this **Cooperative Agreement** shall be for the remainder of the 2003 – 2004 school year.

7. Prior to termination of this **Cooperative Agreement**, appropriate staff of the School Board shall provide an educational evaluative summary. This summary shall assess the educational and related services in accordance to M-DCPS standards.

8. Either party may cancel this **Cooperative Agreement** by delivery of a written notice to the chief executive officer of the other party at least thirty (30) days prior to the proposed termination date.

9. This agreement may be modified or amended only by mutual, written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove set forth.

MIAMI CHILDREN'S HOSPITAL
Contracting Agency

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

By _____
(Please Print)

Superintendent of Schools or
Designee

DIRECTOR *(SIGNATURE)*

APPROVED AS TO FORM:

Attest _____
Secretary

Attorney for School Board

Risk Management