

Frank J. Bolaños, Chair

**SUBJECT: PROPOSED PROMULGATION OF NEW SCHOOL BOARD RULE TO  
CODIFY THE DECISIONS MADE AT THE WORKSHOP REGARDING THE  
OFFICE OF THE INSPECTOR GENERAL (OIG)**

REVI

**COMMITTEE: INNOVATION, EFFICIENCY AND GOVERNMENTAL RELATIONS**

On Monday, August 8, 2005, a special meeting of the Innovation, Efficiency and Governmental Relations Committee was convened to discuss Miami-Dade County Public Schools Office of the Inspector General (OIG). During this meeting, it was suggested that a workshop be conducted to define further the mission, role, structure and standards of that office or its successor.

Accordingly, at its August 17, 2005 meeting, the Board passed agenda item B-2, sponsored by Chair Frank J. Bolaños, to conduct a workshop to (1) discuss how comparable organizations detect and prevent fraud, waste, and abuse; (2) determine the appropriate model to fulfill these functions for M-DCPS; and (3) define the necessary qualifications needed to implement the selected model.

Additionally, in related agenda item B-17, proffered by Member Perla Tabares Hantman, the Board voted to direct the Superintendent to initiate rulemaking at the September 7th, 2005 meeting to codify the decisions made at the workshop.

DELE

The School Board Workshop discussion focused on creating an Office of the Inspector General that would best serve the needs of Miami-Dade County Public Schools. Member Evelyn Greer proffered an amended Agreement for Intergovernmental Exchange of Public Employees between the Florida Department of Education, Office of the Inspector General and The Miami-Dade County Public Schools (Agreement.) During the Board Workshop, members identified additional changes and the revised Agreement is provided under separate cover. For Agenda Item B-2, Chair Frank J. Bolaños proposes that The School Board of Miami- Dade County Public Schools approve the Agreement and direct the School Board Attorney to initiate rule-making at the October School Board meeting that codifies the Agreement.

AD

**ACTION PROPOSED BY**

**CHAIR FRANK J. BOLAÑOS:**

That The School Board of Miami- Dade County, Florida:

1. approve the Agreement for Intergovernmental Exchange of Public Employees with the Florida Department of Education, Office of the Inspector General
2. direct the School Board Attorney to initiate rule-making at the October School Board meeting that codifies the Agreement

**REVISED**

**B-2**

**AGREEMENT FOR  
INTERGOVERNMENTAL EXCHANGE OF PUBLIC EMPLOYEES  
BETWEEN THE FLORIDA DEPARTMENT OF EDUCATION,  
OFFICE OF INSPECTOR GENERAL &  
THE MIAMI-DADE COUNTY SCHOOL BOARD**

**A. RECITALS**

This AGREEMENT confirms the agreement between the Florida Department of Education (FDOE), Office of Inspector General (OIG) and Miami-Dade County Public Schools (MDCPS)/Miami-Dade County School Board (the Board) to establish a special unit within the Miami-Dade County Public School system pursuant to Section 20.055, Florida Statutes and Section 1001.20(4)(e) of the newly enacted School Code revision, found in Section 26 of SB 20E, passed by the 2002 Legislature. It is our mutual assessment that the establishment of this unit is an excellent method to help prevent and detect fraud, waste, or other abuses that might arise, and further promote accountability, integrity, economy and efficiency in government. The parties understand that, the School Board, Superintendent of Schools, the Office of Inspector General, (hereinafter referred to as the MDCPS-OIG), and the Department will work together to achieve these objectives. The parties understand that the MDCPS-OIG shall maintain its independent status, as outlined in this agreement.

**B. GENERAL TERMS**

The parties agree to the following provisions:

1. This AGREEMENT is governed by the provisions of Sections 20.055 and 112.24, Florida Statutes. As defined in Section 112.24, Florida Statutes, Miami-Dade County Public Schools is the "sending party" and the FDOE, Inspector General is the "receiving party." As such, the "sending party" provides funding and the "receiving party" supervises the activities addressed in this AGREEMENT.
2. The MDCPS-OIG unit shall consist of a deputy inspector general, investigator and secretarial/support position. The on-site deputy inspector general shall be referred to as the Inspector General for the School Board and referred to herein as the MDCPS-IG, but shall be appointed by and supervised by the FDOE Inspector General pursuant to Sections 20.055 and 112.24(3)(a), Florida Statutes. The MDCPS-IG will supervise the MDCPS-OIG. All employees of MDCPS-OIG unit shall be considered on assignment to the FDOE, Inspector General. The scope of their duties shall be limited to the duties outlined in Section 20.055, Florida Statutes and specific to assignments related to Miami-Dade County Public Schools.

3. The MDCPS-IG will be selected by the FDOE Inspector General from a list of no less than three (3) qualified candidates recommended by the Inspector General Selection Committee ("Selection Committee"), ~~recommended by a Miami Dade County Screening Committee consisting of five (5) members appointed by the FDOE Inspector General with the assistance of the MDCPS Superintendent. Screening Committee Members shall be appointed from the judicial, law enforcement, legal, auditing or other segments of the criminal justice system. The Superintendent in cooperation with the FDOE Inspector General will advertise locally for qualified applicants to be considered along with candidates recommended by other selected community agencies. The Inspector General shall be recommended by the Selection Committee, except that before any appointment shall become effective, the appointment must be approved by a majority of The School Board of Miami-Dade County Public Schools at the next regularly scheduled School Board meeting after the appointment. In the event that the appointment is disapproved by the School Board, the appointment shall become null and void, and the Selection Committee shall make a new recommendation, which shall likewise be submitted for approval to the School Board.~~

a. The Selection Committee shall be composed of :

- i. The State Attorney of the Eleventh Judicial Circuit for Miami-Dade County
- ii. The Public Defender of the Eleventh Judicial Circuit for Miami-Dade County
- iii. The Chair of the MDCPS Ethics Committee
- iv. The Chair of the MDCPS Audit Committee
- v. The President of the Miami-Dade Police Chief's Association; and
- vi. The Special Agent in charge of the Miami Field Office of the Florida Department of Law Enforcement
- vii. Retired Chief Justice from the State of Florida Supreme Court, The Honorable Gerald Kogan, or if unavailable, another retired judge selected by the selection committee

The members of the Selection Committee shall elect a Chair who shall serve as Chair until the Inspector General is appointed.

b. The cost of the search shall be borne by the School Board, and shall be made in accordance with School Board policies and procedures.

4. The MDCPS-IG and his or her appointed employees shall function independently from the Superintendent and the School Board but shall follow Miami-Dade County Public Schools procedures to include but not be limited to payroll, personnel and travel.
5. The MDCPS-IG and employees of the unit shall be contract employees of the Miami-Dade County Public School system and shall be entitled to all salary, insurance, leave, benefits, retirement, disability benefits and other rights and obligations as

required by Section 112.24(3), Florida Statutes. Although they are under the supervision of the FDOE OIG, the employees of the MDCPS-OIG shall be subject to and shall follow all school policies and procedures. The FDOE IG reserves the right to establish salary levels, approve performance appraisals, increases or decreases in pay and removal of employees. Payment funding of the office and positions is addressed in Section D of this AGREEMENT.

6. The School Board, the Superintendent, and other interested parties may notify the MDCPS-OIG of specific complaints of criminal activity, civil or criminal fraud, waste or mismanagement of School Board funds or misconduct. The School Board and the Superintendent must report allegations or indications of fraud or other activities that may involve criminal conduct. The MDCPS-OIG shall undertake reviews, audits and investigations of such complaints, as the MDCPS-OIG deems necessary. The MDCPS-OIG may call upon the Superintendent for staff support when necessary, subject to availability. The MDCPS-OIG may also, when appropriate, initiate inquires or investigations in accordance with its statutory mandates and issue reports, as it deems necessary. The FDOE IG or the MDCPS-IG, shall, when appropriate, inform the School Board, the Superintendent or any other official, orally or in writing, of its findings and recommendations relative to such matters. All reporting shall be made consistent with the requirements of Section 20.055 and Chapter 119, Florida Statutes.
7. The MDCPS-OIG shall submit a quarterly report to the Superintendent and the School Board reporting the number of complaints received, the number of investigations initiated and concluded, the general category of complaints received and investigations conducted and such other information about the productivity of the OIG as the Superintendent and the School Board may reasonably require. Such report shall not disclose confidential information or information that may reveal the specific nature of any ongoing investigation.
8. Subject to the terms of subparagraphs (a) through (c) below, this AGREEMENT shall remain in effect from the date of execution through two years from the hiring date of the MDCPS-IG, pursuant to Section 112.24, Florida Statutes. This AGREEMENT may be terminated for cause, or because of the elimination or reduction of funding as set forth below:
  - (a) For Cause: Either the FDOE OIG or the Miami-Dade County Public School Superintendent may terminate this AGREEMENT upon sixty (60) days notice if the other party fails to materially fulfill their obligations as defined above. Prior to termination for cause, the party seeking termination must provide 30 days written notice of their intent to terminate and provide the other party with an opportunity to cure.
  - (b) Elimination or Reduction of Funding. In the event of the elimination or reduction of funding for any reason, the Superintendent

may terminate this AGREEMENT by providing written notice of the termination at least sixty (60) days prior to termination.

(c) Extension. Pursuant to Section 112.24(2), Florida Statutes, this AGREEMENT may be extended for an additional three-month period by mutual agreement of both parties. This option shall be exercised no later than 30 days prior to the expiration of the AGREEMENT.

(d) The Inspector General shall be appointed for a term of two years. The Inspector General is-will be a contract employee pursuant to School Board rules and his/her contract may be terminated if a majority of the School Board votes to do so at a regularly scheduled School Board meeting. In case of a vacancy in the position of Inspector General, the Chair of The School Board of Miami-Dade County may appoint a deputy inspector general while the Selection Committee begins the process as outlined in #3 above.

9. If this AGREEMENT is terminated for cause, or because of funding reduction or elimination, Miami-Dade County Public Schools shall remain responsible for any incurred obligations for services performed, goods received, and for all costs and uncancelable commitments reasonably incurred prior to the date of the notice of termination or necessary to make an orderly closure of the office.
10. During the effective period of this AGREEMENT, changes to terms or conditions can be made only with the written agreement of both parties. The signed written document specifying any such changes will become an amendment to the AGREEMENT.
11. The parties agree to submit this AGREEMENT to the State of Florida Department of Management Services pursuant to Section 112.24(1), Florida Statutes.

### **C. COORDINATION OF ACTIVITIES**

The FDOE OIG, the School Board, and the Superintendent will make every effort to cooperate in their mutually shared goal of promoting professional and ethical behavior.

1. The Superintendent or his/her designee will liaison with the FDOE OIG and with the MDCPS-OIG. The MDCPS Office of Management and Compliance Audits (Audits) will keep the OIG informed of relevant activities they are involved with that are related to their mission. The Superintendent's Chief of Staff will review and approve reimbursement of invoices related to services performed by the MDCPS-OIG and processed in accordance with school system procedures.

2. The MDCPS-OIG will have sole authority to hire and supervise staff, assign work, conduct investigations, perform audits or perform any other oversight duties it deems necessary.
3. It is the intention of the parties that the MDCPS-OIG will work cooperatively with other audit and law enforcement entities to avoid duplication of services in achieving its mission. However, nothing in this AGREEMENT will preclude the MDCPS-OIG from utilizing the services of, making referrals to, or joining into cooperative agreements with other investigative or audit entities. To promote coordination, the MDCPS-OIG will periodically confer with the Superintendent of Schools concerning its activities.
  - (a) In the spirit of working collaboratively, the MDCPS-OIG may request that the Superintendent provide additional staffing from MDCPS Police Department, Audit Department, Facilities Department, and/or the Office of Professional Standards.
4. At the request of the Superintendent, the School Board Chair, the FDOE Inspector General, or the MDCPS-IG, the parties may meet at least once each year or more often if necessary to discuss ongoing issues and concerns. The MDCPS-IG shall make reports to the School Board and Superintendent pursuant to paragraph B. 7.6A, and shall provide information regarding ongoing investigations as outlined in Chapter 119, Florida Statutes, or as deemed appropriate by the MDCPS-IG.
5. The MDCPS-IG will ~~have be entitled to review complete and unrestricted access to all records, and documents, and work areas and shall request same in an orderly manner as provided by MDCPS procedures and consistent with contractual agreements pertaining to employee rights.~~ The School Board and the Superintendent will make every effort to ensure that the same access is provided to documents, and records ~~and work areas~~ under the control of tenants, lessors, business partners, persons and firms doing work at or on behalf of the School System or Board.
6. During the course of investigation, records shall be handled consistent with the provisions of Chapter 119, Florida Statutes (the Public Records Law) and Section 228.093, Florida Statutes, (the Student Records Law).
7. MDCPS-OIG personnel will make every reasonable effort to minimize any disruption or interference with work activities being performed in the School System. Except where investigative requirements dictate otherwise, this will include advance notice of any need for access to areas not routinely accessible to the School Board, and employees, contractors or subcontractors of the Miami-Dade County Public School System.
8. Due to the unique requirements regarding access to students at school site facilities, the MDCPS-IG may coordinate school site visits with the school site

administrator and Miami-Dade County Public Schools Police Department. This shall not be construed as limiting in any way the access of the OIG. The site administrator and police department shall coordinate site visits in a reasonable and timely manner. All access to students shall be consistent with MDCPS procedures for investigations and shall acknowledge the rights of parents and guardians in such process.

9. The MDCPS-OIG will coordinate all media contacts, or may utilize the services of the MDCPS's Communications Department. The School Board and Superintendent agree not to meet with or make public comment on issues under investigation, audit or review by the MDCPS-OIG without prior approval of the FDOE OIG.
10. Nothing in this agreement shall affect the FDOE's Division of Professional Practices' authority to conduct investigations pursuant to Section 231.262, Florida Statutes.

#### D. FUNDING

The Miami-Dade County Public Schools/School Board will provide funding consistent to support the operation of the MDCPS-OIG as contemplated by this AGREEMENT.

1. The FDOE OIG will provide the Superintendent or School Board with a proposed annual budget no later than March 15<sup>th</sup> for each fiscal year beginning in 2005~~3~~, detailing anticipated employee salary costs and operating expenses to be dedicated exclusively to Miami-Dade County Public School System. This will be done timely as a part of the annual School Board budget preparation process, in accordance with School Board procedures. Once agreement is reached between the FDOE IG, the School Board, and Superintendent on the MDCPS-OIG budget, that amount of funding will be dedicated for the fiscal year from general funds. Any amendments to the budget will be processed in accordance with School Board procedures. ~~The School Board affirms that it has committed funding for the remainder of the 2002-03 fiscal year. This first year funding is intended to sufficiently fund the start up of the special unit. Subsequent a~~Annual funding shall at least meet the minimum amount established for the 2005-~~062-03~~ fiscal year, adjusted annually for inflation. Any significant investigations or audits whose scope exceeds the expected funding may require the OIG to request additional funding.
2. As the "sending party," the School Board shall be responsible for providing to the employees of the MDCPS-OIG all salary, insurance, leave, benefits, retirement, disability benefits and other rights and obligations as required by Section 112.24(3), Florida Statutes. The School System/Board shall further be responsible for funding any training required by statute and authorized by the FDOE OIG.

3. As the "sending party," the School System/Board shall be responsible for paying for all costs and/or providing equipment necessary to operate the MDCPS-OIG, including but not limited to furniture, computers and other electronic office equipment, sufficient computer networking capabilities, travel, notary dues, transcription costs, investigative resources, transportation, office renovations and maintenance, secure telephone lines, communications services, office supplies, and other reasonable items deemed necessary by the FDOE OIG and within budgetary limits.
4. The MDCPS-OIG unit shall be located at administrative offices provided by the School System/Board. The School System/Board shall provide suitable office space with adequate provision for access and security.
5. All expenditures and costs will be defined and charged against the budget and shall be documented in compliance with applicable state law and School Board Rules. Both parties will maintain documentation sufficient for auditing purposes.
6. At the termination or expiration of this AGREEMENT, the MDCPS-OIG shall return to the School System/Board any equipment or supplies purchased with School System/Board funds.

#### **E. INDEMNIFICATION**

1. The School Board, to the extent tort immunity is waived pursuant to Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the FDOE and its employees against any and all claims, actions and causes of actions, suits for losses, liabilities, judgments, awards and expenses, including reasonable attorney's fees and costs arising out of or in connection with services under this agreement as a result of any default, negligent act or omission or willful misconduct by the School Board, its employees (excluding the MDCPS-IG) or representatives.
2. The FDOE, to the extent tort immunity is waived pursuant to Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the School Board and its employees against any and all claims, actions and causes of action, suits for losses, liabilities, judgments, award and expenses, including reasonable attorney's fees and costs arising out of or in connection with services under this agreement as a result of any default, negligent act or omission or willful misconduct by the FDOE, its employees (including the MDCPS-IG) or representatives.



The Miami-Dade County Public Schools Superintendent, School Board, FDOE OIG and FDOE Secretary have agreed to and signed this AGREEMENT as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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Rudolph F. Crew  
Superintendent of Schools  
The School Board of Miami-Dade County

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John M. Franco  
Inspector General  
Florida Department of Education

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Frank J. Bolaños  
Chair  
The School Board of Miami-Dade County

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John L. Winn  
Commissioner  
Florida Board of Education

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Approved As To Form  
School Board Attorney