

The School Board of Miami-Dade County, Florida Internship Cooperative Agreement

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into this April 11, 2018, by and between Town of Miami Lakes, ("Town") whose principal address is 6601 Main Street, Miami Lakes, FL 33014, and The School Board of Miami-Dade County, Florida, ("School Board"), on behalf of Miami-Dade County Public Schools ("M-DCPS"), a political subdivision of the State of Florida, whose principal address is 1450 N.E. 2 Avenue, Suite 202, Miami, Florida 33132.

Internship Provider

Entity Name: Town of Miami Lakes, a municipal corporation of the State of Florida
Mentor Name: Clarissell de Cardenas
Address: 6601 Main Street
City / State / Zip: Miami Lakes, FL 33157
Telephone: (305) 364-6100
Email: decardenasc@miamilakes-fl.gov

Program status (check one): ☐ Public ☐ Private Non-profit ☐ Private For-profit
☒ Government / Municipal / State / Federal

The School Board of Miami-Dade County, Florida

Name: Miami-Dade County Public Schools / Office of Community Engagement
Address: 1450 N.E. 2nd Avenue, Suite 202
City / State / Zip: Miami, FL 33132
Telephone / Fax: 305-995-3050 / 305-995-2594
Email: nzea@dadeschools.net

I. RECITALS

1. M-DCPS and Town want to provide M-DCPS senior high students with an appropriate Academic Year Internship to reinforce each student's acquisition of employability skills; and
2. M-DCPS and Town want M-DCPS senior high students to work as "interns" to receive the related mentoring and support services necessary to obtain skills, experience, and knowledge to maximize each intern's employment opportunities.

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

II. RESPONSIBILITIES OF M-DCPS

M-DCPS agrees:

- To provide support for the internship experience as provided for in the Miami-Dade County Public Schools Internship Provider Handbook, attached and incorporated as Exhibit A;
- To communicate regularly with school, regional center, or district-based personnel, as deemed necessary to the functioning of the Academic Year Internship program at Town locations;
- To maintain appropriate documentation and applications of interns;
- To assist Town with any concerns, questions or issues that may arise during internship

program

III. RESPONSIBILITIES OF TOWN

Town agrees:

- To provide internship experience(s) for selected M-DCPS students as specified in the Miami-Dade County Public Schools Academic Year Internship Provider Handbook;
- To provide the necessary assessments or evaluations as outlined in the Academic Year Internship Provider Handbook
- To assist students in maintenance of log sheets and to inform M-DCPS / Office of Community Engagement immediately via phone and/or email of unscheduled absences;
- To ensure the safety of interns while under Town supervision;
- To ensure students will intern only at the given places of Town designated internship sites (no home based businesses nor secondary sites nor sites not prior approved in writing by M-DCPS and Town are allowed).
- To provide interns with a current set of rules, regulations, and policies that directly affect the interns placed at the Town internship sites.

Town reserves the right to refuse its services or to remove from its facilities, locations, and internship sites any interns or M-DCPS employee(s) who do not meet professional or other requirements of the Town.

IV. PARTIES AGREE THAT:

A. RESPONSIBILITIES OF BOTH PARTIES

1. The schedule for interns while on-site at Town internship locations shall be planned jointly by M-DCPS, the Town and each student intern. Any changes in the schedule must be approved by Town, intern, and school internship coordinator prior to implementation of a new schedule in accordance with the Academic Year Internship Provider Handbook.
2. M-DCPS and Town shall both designate an individual who shall be available to answer all questions and assist in the implementation of this Agreement. The Town's designated mentorship representative is Clarisell De Cardenas. M-DCPS's designated Academic Year Internship Program representative is Natalia Zea, Director in Office of Community Engagement.
3. M-DCPS and Town agree that the students covered as interns by the terms of this Agreement are not Town employees for the purpose of the Fair Labor Standards Act, as evidenced by the following:
 - a. The training and mentorship, even though it includes actual assistance to Town personnel with projects, is similar to that training and mentorship which would be given in a senior high school;
 - b. The training and mentorship are for the benefit of the interns;
 - c. The interns do not displace regular Town employees, but work under their close observation;
 - d. The interns are not necessarily entitled to Town jobs at the conclusion of the training period; and
 - e. The interns are not entitled to wages for the time spent in training in the program.

B. TERM OF AGREEMENT; TERMINATION

The term of this Agreement shall be from April 11, 2018 to April 12, 2019, and will automatically renew on the end date for up to three (3) additional one (1) year terms through and including April 12, 2021. Either party hereto may terminate this Agreement at any time by giving to the other party notice in writing at least thirty (30) days prior to the

intended termination date. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

C. COMPLIANCE WITH LAWS

1. M-DCPS and Town agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any intern because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, or disability.
2. Town agrees to adopt a background screening process that is consistent with having interns in the workplace, and consistent with M-DCPS guidelines and the Jessica Lunsford Act, 1012.4065 F.S.
3. This Agreement is considered a public contract and shall be subject to Florida's Public Record Laws, Chapter 119, Florida Statutes. Furthermore, the Town understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Town shall keep and maintain public records required by the School Board to perform the service. The Town shall keep records to show its compliance with program requirements. Town 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 Town 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. Town 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 Town does not transfer the records to the public agency. The Town 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)(l). Upon completion of the contract, transfer at no cost to the School Board all public records in possession of the Town or keep and maintain public records required by the School Board to perform the service. If the Town transfers all public records to the School Board upon completion of the contract, the Town shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Town keeps and maintains public records upon completion of the contract, the Town 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 TOWN 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.

D. NO THIRD PARTY BENEFICIARIES

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement and / or arising out of any other contract.

E. CONFIDENTIALITY OF STUDENT INFORMATION

Town understands and agrees that it is subject to all applicable federal and Florida laws and all School Board policies relating to the confidentiality of student records. Town further agrees to comply with the Federal Family Educational Rights and Privacy Act ("FERPA" 34CFR§ 99) and shall (i) use any personally identifiable student information ("information") only as provided in this Agreement, (ii) maintain the confidentiality of the information and, (iii) return the information to the Agency upon termination of the Agreement. In accordance with the requirements of the Florida Public Records Laws, Town shall, as and if applicable, treat all information as confidential and will not disclose the information to any third party, unless required to do so under the Florida Public Records Laws or by Court order.

F. INSURANCE

M-DCPS and the Town agree to insure or self-insure their respective interests to the extent each deems necessary or appropriate. Upon written request, evidence of self-insurance or insurance and evidence of mutual designations of additional insureds and certificate holders shall be furnished to either party.

G. LIMITED INDEMNIFICATION

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board; agrees to indemnify and hold harmless Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement. Town agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this agreement. If Town is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Town's liability beyond that provided in section 768.28, Florida Statutes.

H. MODIFICATION, EXTENSIONS, RENEWALS, OR AMENDMENTS

This Agreement may be modified extended, renewed, or amended only in writing by mutual consent of both parties by their respective authorized signatories.

I. GOVERNING LAW AND 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 attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. Each party waives its rights to jury trial.

J. NOTICES

All notices or communication under this Agreement by either party to the other shall be sufficiently given or delivered as follows:

In the case of notice or communication to Town:

Name/Title: Alex Rey , Town Manager
If designee, you must be authorized to sign on behalf of the entity.

Government: Town of Miami Lakes

Address: 6601 Main Street

Town, State & Zip: Miami Lakes, FL 33014

Phone: 305-364-6100

Email:

With copies to:

Human Resources Director
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

And to:

Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

In the case of notice or communication to M-DCPS:

Miami-Dade County Public Schools
Office of Community Engagement
1450 N.E. 2nd Avenue, Suite 202
Miami, FL 33132
305-995-3050

With a copy to:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. 2nd Avenue, Suite 912
Miami, FL 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. 2nd Avenue, Suite 430
Miami, FL 33132

SIGNATORY FORM

**IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE
SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE**

FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

For: Town of Miami Lakes, a municipal corporation of the State of Florida

By: _____
Alex Rey, Town Manager

Attest: _____
Gina Inguanzo, Town Clerk

Date: _____

Date: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Ismael Diaz, Finance Director

By: _____
Raul Gastesi, Town Attorney

DEPARTMENT OF HUMAN RESOURCES:

Cynthia Alejo, Human Resources Specialist

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

Alberto M. Carvalho
Superintendent's Name (Print)

Superintendent's Signature

Date

Approved as to Legal Form and Legal Sufficiency:

Attorney for School Board of Miami-Dade County, Florida

Date

Reviewed and Approved:

Risk Management / Miami-Dade County Public Schools

Date

Please return three (3) signed original copies to:

Miami-Dade County Public Schools
Office of Community Engagement
1450 N.E. 2nd Avenue, Suite 202
Miami, FL 33132

Attachments: M-DCPS Academic Year Internship Provider Handbook