

Education
Mercedes Tournal, Associate Superintendent

SUBJECT: REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO AMEND AN EXISTING CONTRACTUAL AGREEMENT WITH MAYTAG CORPORATION, ESTABLISHING A CUSTOMER SERVICE COOPERATIVE TRAINING PROGRAM AT ROBERT MORGAN EDUCATIONAL CENTER, FROM OCTOBER 24, 2002 THROUGH JUNE 30, 2003

COMMITTEE: COMMUNITY, ADULT AND ALTERNATIVE EDUCATION

Staff from the Division of Applied Technology and Robert Morgan Educational Center (RMEC) met on several occasions with personnel from Maytag Corporation to amend a partnership providing hands-on training. The Major Appliance and Refrigeration program at RMEC operates a customer service cooperative program with Maytag Corporation wherein the latter supplies the school with appliances needing repair.

This arrangement allows the students the opportunity to diagnose repairs needed, prepare estimates, order correct parts, and prepare sample invoices while making repairs under the supervision of an instructor. Students train on state-of-the-art corporate products in order to develop proficient appliance repair skills necessary for employment.

The amendment to this contractual agreement allows for the selling of appliances that have been repaired by students enrolled at RMEC. The Major Appliance and Refrigeration Repair program at RMEC will be provided with funds from Maytag for products repaired; ranging from \$35 to \$85. Additionally, the school will receive a 20 percent commission for products sold on campus. Maytag Corporation will use a portion of the proceeds received to purchase materials, tools, and offer scholarships to students.

The amended contractual agreement will become effective October 24, 2002, and may be terminated by either party by giving thirty (30) days written notification.

The Chairman and Chief Executive Officer for Maytag Corporation, is Mr. Ralph F. Hake.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1. amend an existing contractual agreement with Maytag Corporation, establishing a customer service cooperative training program at Robert Morgan Educational Center, from October 24, 2002 through June 30, 2003; and
2. add additional school sites, as needed.

The appropriation for this item is included in the Workforce Development Funds allocated to adult/vocational and technical education centers for the 2002-2003 school year.

JHM/BG:jg

A G R E E M E N T

Between

MIAMI-DADE COUNTY PUBLIC SCHOOLS

AND

MAYTAG CUSTOMER SERVICE, A DIVISION OF
MAYTAG CORPORATION

To establish a Customer Service Cooperative Training Program at Robert Morgan Educational Center of the Miami-Dade County Public Schools.

I. COOPERATING AGENCIES:

The SCHOOL BOARD OF DADE COUNTY Robert Morgan Educational Center
(hereinafter called the SCHOOL)

Institute and MAYTAG CONSUMER SERVICES.
(hereinafter called the COOPERATING AGENCY)

II. AGREEMENT:

In consideration of the mutual agreement contained herein; MAYTAG Consumer Services, a division of MAYTAG Corporation (hereinafter **MAYTAG**) and Robert Morgan Educational Center (RMEC) of the School Board of Miami-Dade County Florida, (hereinafter the **SCHOOL**) agree as follows:

This is a mutual affiliating agreement between the SCHOOL and MAYTAG to establish a Customer Service Cooperative Training Program with the Major Appliance and Refrigeration Technology Program at the SCHOOL. The objective is to provide a real work environment at the SCHOOL to assist in the development of proficient major appliance repair technicians.

It is understood that the SCHOOL must have and maintain a Major Appliance Technology Training Program that includes teaching of basic theory and repair of major appliance products. The cooperative program enables students to train on state of the art corporate products that includes the following:

- A. Receiving and tracking products into stock
- B. Physical damage assessment

- C. Troubleshooting/diagnostics
- D. Repair and reconditioning
- E. Parts ordering
- F. Warranty Claims Processing
- G. Result Reporting
- H. Product Disposition

III. SCHOOL OBLIGATIONS:

- A. The SCHOOL will provide at RMEC physical space to establish and dedicate to the cooperative program.
- B. Due to the customer and product information being provided by MAYTAG, the SCHOOL, instructors and students must maintain a high standard of ethics and confidentiality, meaning no specific product information will be shared and/or revealed outside the classroom. Information pertaining to this program, MAYTAG provided appliances and customers must not be passed on or shared with other manufacturers either directly or indirectly unless approved in writing by MAYTAG.
- C. Students working on provided products should have completed the basic theory in the appliance repair program. This will give added incentive for completing the basic theory.
- D. Someone at the SCHOOL must be able to receive and unload products Monday thru Friday, 8:00 A.M. to 5:00 P.M. throughout the year. The only days excluded are as indicated in the Miami-Dade County Public School's calendar.
- E. The Major Appliance Technology Program will use only genuine repair parts available from MAYTAG in the repair of appliances supplied by MAYTAG. The program must maintain an open account with one of MAYTAG'S authorized part distributors.
- F. Products shipped to the SCHOOL may be loaned, given, or sold to any department or person inside or outside of the SCHOOL. Product may be sold with a limited or no manufacturers warranty.
- G. The Major Appliance Technology Program will be expected to obtain and maintain a full and updated set of literature for all MAYTAG brands and products handled by the SCHOOL.
- H. The Major Appliance Technology Program must and entering into this agreement certifies that it, in fact, does comply with all applicable laws and regulations in performing it's functions under this cooperative program, including federal and local laws governing Chlorine, Fluoride and Carbon (CFC) Recovery and Technical CFC Certification and equipment.

IV MAYTAG OBLIGATIONS:

- A. MAYTAG Corporate brand products will be shipped to the SCHOOL for repair, sales, and for use in technical training of students enrolled in the SCHOOL'S Major Appliance Technology Program.
- B. Arrangements will be made to allow the Major Appliance Technology Program to obtain factory authorized parts and submit claims to receive credit for parts and service. It should be noted this arrangement is only available for products MAYTAG provides to the SCHOOL'S Major Appliance Technology Program.
- C. All appliances and parts sent or supplied to the school by MAYTAG will remain the property of MAYTAG Corporation. MAYTAG or their authorized representative will determine the ultimate disposition of every part and appliance supplied.
- D. For each product repaired and properly documented on NARDA Form, MAYTAG will provide to the school financial compensation as per the procedures manual.
 - 1. The amounts provided are intended to add realism to the training process and hopefully to provide some funds to the appliance repair program for the promotion and improvement of the new technician training.
 - 2. It is recommended, although not required, that all money provided made to the SCHOOL by MAYTAG be used solely by the Appliance Technology Program.
- E. MAYTAG agrees to provide the SCHOOL'S Major Appliance Repair Program with reasonable technical assistance for the servicing of appliances.
 - 1. Technical assistance may be in the form of training literature and specialized diagnostic tools, equipment and factory training for instructors.
- I. During the term of this agreement, the school may represent and advertise itself as having a "Major Appliance Technology Program with MAYTAG Consumer Services" and may designate its training as approved for appliances covered by this agreement. It is further agreed that upon termination of this agreement by either party, the school shall immediately cease in any way representing or advertising itself as having a Major Appliance Technology Program in cooperation with MAYTAG. The school shall remove, alter or destroy all signs, cards or adverting material which contain that representation; and shall cease the unauthorized use of any MAYTAG trademark and the brands in connection with the SCHOOL.

V. Procedural Guidelines can be found in the "Policy and Procedure Guide" and will be updated as needed by the SCHOOL and MAYTAG.

VI. INSURANCE AND INDEMNIFICATION:

- A. Maytag agrees, with the exception of sub-paragraph VI(B) below, to hold harmless, defend, and indemnify the SCHOOL, as well as its officers, agents, students and employees, from lawsuits, portions of lawsuits or claims involving allegations of strict liability, product liability, breach of warranty, trademark or copyright infringement.
- B. The provisions of sub-paragraph VI(A) above shall not apply and Maytag shall have no obligation to hold harmless, defend, or indemnify the SCHOOL or any of its officers, agents, students or employees, with regard to lawsuits, portions of lawsuits or claims involving allegations of negligent servicing, supervision, repair or other fault related to the School's operation of its Major Appliance and Refrigeration Technology Program.
- C. Neither party shall, by reason of termination, be liable to the other for compensation, reimbursement, or damages on account of expenditures, investments, losses, or commitments in connection with the business or goodwill of the other.
- D. It is further understood by both parties that the SCHOOL'S Major Appliance Technology Program stands for all purposes in the position of an independent contractor and is not an agent, employee or legal representative of MAYTAG or the manufacturers of the appliances. The SCHOOL'S Major Appliance Technology Program is not authorized to make any warranty, agreement, representation or commitment on behalf of such companies.

VII. DISCONTINUANCE OF AGREEMENT:

- A. The term of this agreement shall commence on the date the agreement is signed by both MAYTAG and the SCHOOL.
- B. The agreement shall continue for a period of one year unless earlier termination by either party for any or no reason. After one year, the agreement shall automatically renew from year to year unless, terminated at any time by either party for any or no reason. Termination shall be effective thirty (30) days following the date written notice is mailed to the other party.

VII. COPIES OF THE AGREEMENT:

Signed copies of this Agreement shall be placed on file and be available to the administrator of the COOPERATING AGENCY and the Principal of the SCHOOL.

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

DADE COUNTY PUBLIC SCHOOLS

by Tom Heel 8-22-02 by _____
COOPERATING AGENCY DATE Merrett Stierheim, Superintendent Date
Tom Hall, Manager, Field Service for Maytag Consumer Service

Antonio Renteria 8/26/02
School Principal Date

APPROVED AS TO FORM:

[Signature]
Attorney for the School Board