

Education  
Mercedes Toural, Associate Superintendent

**SUBJECT:           REQUEST FOR AUTHORIZATION FOR THE SUPERINTENDENT  
TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE  
OVERTOWN YOUTH CENTER, INC., TO PROVIDE MENTORING  
SERVICES TO SELECTED ELEMENTARY AND MIDDLE SCHOOL  
STUDENTS, EFFECTIVE FEBRUARY 13, 2003 THROUGH  
JUNE 30, 2003**

**COMMITTEE:       ELEMENTARY AND SECONDARY EDUCATION AND SCHOOL  
OPERATIONS**

Authorization is requested to enter into a cooperative agreement with the Overtown Youth Center, Inc.,(OYC) to provide mentoring services to selected students at Frederick Douglass Elementary School, Paul Lawrence Dunbar Elementary School, Phillis Wheatley Elementary School, and Jose de Diego Middle School. One of the goals of the OYC includes mentoring approximately 150 at-risk students who live in the Overtown area in order to promote a stronger sense of self. OYC will collaborate with staff from these four schools in the selection of the students.

The vision of the OYC is to serve as an integral part of the community by delivering enrichment services that foster hope and promote lifelong learning and success for inner-city youth. Anticipated outcomes include reducing truancy and crime and increasing parent involvement, academic success, exploration opportunities, and self-determination.

The Executive Director of the Overtown Youth Center, Inc., is Ms. Cassandra Wimes.

This is a new cooperative agreement. Authorization is requested for the Superintendent to renew this cooperative agreement annually for a maximum of two additional one-year periods.

There is no exchange of funds.

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

1. authorize the Superintendent to enter into a cooperative agreement with the Overtown Youth Center, Inc., to provide mentoring services to selected elementary and middle school students, effective February 13, 2003 through June 30, 2003; and
2. renew the agreement for a maximum of two additional one-year periods.

There is no exchange of funds.

RKF:jf

## COOPERATIVE AGREEMENT

The School Board of Miami-Dade County, Florida (the School Board), whose address is 1450 NE Second Avenue, Miami, Florida 33132 and the Overtown Youth Center, Inc., (OYC) whose address is 450 NW 14<sup>th</sup> Street, Miami, Florida 33136 have entered into this agreement on this thirteenth day of February, 2003.

OYC is committed to empowering the youth of Overtown by providing comprehensive educational, social and recreational enrichment programs. OYC core services include individual and support groups counseling, ongoing case management, assessment and referral, mentoring, tutoring, and vocational activities.

### ROLES AND RESPONSIBILITIES

OYC will be responsible for recruiting mentors into the program, arranging for training for the mentors and securing their commitment to meet with selected students at the designated schools.

OYC will be responsible for matching mentors to appropriate school sites and students.

OYC will be responsible for developing individual service plans for selected students.

OYC and the School Board will collaborate concerning the identification of at-risk students to participate in the OYC mentoring program.

The School Board will be responsible for providing space for the mentors to meet with selected students.

### INDEMNIFICATION

The School Board agrees to indemnify, hold harmless and defend OYC, its agents, servants and employees from any and all claims, judgments, costs, expenses, and etc.

- A. By the School Board: The School Board agrees to indemnify, hold harmless and defend OYC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which OYC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability,

or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the School Board, its agents, servants or employees; the equipment of the School Board, its agents, servants or employees while such equipment is on premises owned or controlled by OYC; or the negligence of the School Board or the negligence of the School Board's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the School Board's property, and injury or death of any person whether employed by the School Board, OYC otherwise.

- B. By OYC: OYC agrees to indemnify, hold harmless and defend the School Board, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the School Board, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim of demand, or assertion of liability or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by OYC, its agents, servants or employees; the equipment of OYC, its agents, servants or employees while such equipment is on premises owned or controlled by the School Board; or the negligence of OYC or the negligence of OYC's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the School Board's property, and injury or death of any person whether employed by WOT, the School Board or otherwise.
- C. Notice of Claim: Each party indemnified under this Agreement agrees to give prompt notice to the indemnifying party of any claim for which indemnification is sought upon having actual knowledge of such claim. The failure to give notice of a claim for which indemnification is sought shall not relieve the indemnifying party of its obligations hereunder unless such failure results in a lack of actual notice of the claim on the part of the indemnifying party and further results in damage to the indemnifying party caused solely by the lack of actual notice.
- D. Defense of Claim: The indemnifying party may, at its sole expense, conduct the defense of any claim or litigation for which a duty to indemnify exists under this Agreement. The party to be indemnified may participate in said defense at its own expense.
- E. Settlement of Claims: An indemnifying party shall not consent to the entry of any judgment or enter into any settlement that does not include an unconditional release of the indemnified party and the

indemnified party's stockholders, agents, employees, representatives, officers, directors, attorneys, parents, subsidiaries, divisions, affiliates, successors and assigns from any and all liability to the claimant or plaintiff with respect to such claim or litigation.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Cassandra Wimes, Executive Director  
Overtown Youth Center Inc.,  
WITNESSED:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

(SEAL)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:

Date: \_\_\_\_\_