

Mercedes Toural, Chief Education Officer
and Deputy Superintendent of Schools

SUBJECT: REQUEST AUTHORIZATION TO ENTER INTO A COOPERATIVE AGREEMENT WITH UNITARY PRODUCTS GROUP, A DIVISION OF YORK INTERNATIONAL CORPORATION, TO ESTABLISH A FACTORY SERVICE COOPERATIVE TRAINING PROGRAM WITH THE AIR CONDITIONING AND REFRIGERATION TECHNOLOGY PROGRAM AT ROBERT MORGAN EDUCATIONAL CENTER, FROM APRIL 16, 2004 THROUGH JUNE 29, 2005

COMMITTEE: EDUCATION AND SCHOOL OPERATIONS

Authorization is sought to enter into a cooperative agreement with Unitary Products Group, A Division of York International Corporation, to establish a factory service cooperative training program with the Air Conditioning and Refrigeration Technology program at Robert Morgan Educational Center (RMEC). The cooperative training program will enable students to train on state-of-the-art corporate products and build skills in receiving and tracking products in stock, physical damage assessment, trouble shooting/diagnostics, repair and reconditioning, parts ordering, warranty claims processing, result reporting, and product disposition. This is the district's first formal partnership with Unitary Products Group.

The agreement involves commitments on the part of Miami-Dade County Public Schools (M-DCPS) and Unitary Products Group, A Division of York International Corporation as outlined in the cooperative agreement:

- M-DCPS will dedicate physical space at RMEC for the establishment and development of the cooperative training program; and
- Unitary Products Group will provide training literature, specialized diagnostic tools, equipment and factory training for instructors.

The partnership supports the training of minority and economically deprived students in a career area that has been identified as high skills/high wage.

Either party may terminate the agreement prior to its original expiration date, with a minimum of thirty days written notice.

Mr. David L. Negrey is the Director of Technical Services for Unitary Products Group.

No exchange of funds is required.

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

1. enter into a cooperative agreement with Unitary Products Group, A Division of York International Corporation, establishing a factory service cooperative training program with the Air Conditioning and Refrigeration Technology program at Robert Morgan Educational Center, effective April 16, 2004 through June 29, 2005; and
2. extend the cooperative agreement for a maximum of two additional one-year periods.

No exchange of funds is required.

GMK/CR/DBS:rb

AGREEMENT

Between

MIAMI-DADE COUNTY PUBLIC SCHOOLS

AND

UNITARY PRODUCTS GROUP, A DIVISION OF
YORK INTERNATIONAL CORPORATION

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

I. COOPERATIVE AGENCIES:

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

UNITARY PRODUCTS GROUP, DIVISION OF YORK INTERNATIONAL
(hereinafter called UPG)

II. AGREEMENT:

In consideration of the mutual agreement contained herein; UNITARY PRODUCTS GROUP, a division of YORK INTERNATIONAL CORPORATION (hereinafter UPG) 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 UPG to establish a Factory Service Cooperative Training Program with the Air Conditioning 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 air conditioning repair technicians.

It is understood that the SCHOOL must have and maintain an Air Conditioning Technology Training Program that includes teaching of basic theory and repair of air conditioning products. The cooperative program enables students to train on state of the art corporate products that includes the following:

Troubleshooting, diagnostics, repair and reconditioning of:

1. Split system residential air conditioning systems
2. Package residential and commercial air conditioning systems
3. Gas furnaces, residential and commercial
4. Residential Heat pumps

III. SCHOOL OBLIGATIONS:

1. The SCHOOL will provide at RMEC physical space to establish and dedicate to the cooperative program. The SCHOOL will provide classroom space for UPG sponsored factory training sessions.
2. Due to the customer and product information being provided by UPG, the SCHOOL, instructors and students must maintain 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, UPG provided products and customers must not be passed on or shared with other manufacturers either directly or indirectly unless approved in writing by UPG.
3. Students working on provided training products should have completed the basic theory and safe practice instruction of the Air Conditioning Technology program.
4. The Air Conditioning Technology Program will use only genuine *SOURCE 1* parts available from UPG in the service of appliances supplied by UPG. The program must maintain an open account with AAA Appliance Parts, UPG's authorized local parts distributor, to provide parts for the servicing of said equipment.
5. Products shipped to the SCHOOL may not be loaned, given, or sold to any department or person outside of the SCHOOL.
6. The Air Conditioning Technology Program will be expected to obtain and maintain a full and updated set of product and training literature for all UPG brands and products handled by the SCHOOL. UPG will provide these materials at not cost to the SCHOOL.
7. The Air Conditioning 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.

8. The SCHOOL agrees to seek accreditation of the Air Conditioning Technology Training Program with PAHRA, Partnership for Air Conditioning Heating Refrigeration Accreditation.

IV UPG OBLIGATIONS:

1. UPG will provide equipment for use in technical training of students enrolled in the SCHOOL'S Air Conditioning Technology Program. Equipment to be provided will be determined based on a joint review of the classroom / training lab requirements.
2. UPG will provide students enrolled in the SCHOOL'S A/C Technology Program the opportunity to attend and participate in factory training and seminars given by UPG.
3. UPG will make a monetary donation in the amount of \$7500 to the school for program implementation and support. This donation will be administered by the local UPG Distributor AAA Appliance Parts.
2. All products and parts sent or supplied to the SCHOOL by UPG will become the property of the SCHOOL. Equipment provided may **not** be loaned, given or sold to any department or person outside of the SCHOOL. Upon completion of the equipment's useful life, it must be destroyed.
3. All products and parts sent or supplied to the SCHOOL by UPG are provided without any warranty.
4. U.P.G. agrees to provide the SCHOOLS Air Conditioning Technology Program with reasonable technical assistance for the servicing of HVACR equipment.
 1. Technical assistance may be in the form of training literature, specialized diagnostic tools, equipment and factory training for instructors.
5. During the term of this agreement, the school may represent and advertise itself as having a "Air Conditioning Technology Program with "COLEMAN AIR CONDITIONING" and may designate its training as approved for products 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 Air Conditioning Technology Program in cooperation with "COLEMAN AIR CONDITIONING". 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 UPG or COLEMAN trademarks and the brands in connection with the SCHOOL.

V. INSURANCE AND INDEMNIFICATION:

1. UPG 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 of other fault related to the SCHOOL's operation of its Air Conditioning and Refrigeration Technology Program.
2. 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.
3. It is further understood by both parties that the SCHOOL'S Air Conditioning and Refrigeration Technology Program stands for all purposes in the position of an independent contractor and is not an agent, employee or legal representative of UPG. The SCHOOL'S Air Conditioning and Refrigeration Technology Program is not authorized to make any warranty, agreement, representation or commitment on behalf of UPG.

VII. DISCONTINUANCE OF AGREEMENT:

1. The term of this agreement shall commence on the date the agreement is signed by both UPG and the SCHOOL.
2. 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 York International, UNITARY PRODUCTS Group by Aug 12/18/03
COOPERATING AGENCY DATE David L. Negrey, Director, Technical Services

State of Oklahoma
County of Cleveland

Signed before me on December 18, 2003 by David L. Negrey.

Glenna West
Notary Comm. expires: 2/20/06

Andrea Blumley 1/8/04 by _____
School Principal Date Merrett Stierheim, Superintendent Date

APPROVED AS TO FORM:

M. Michalos
Attorney for the School Board