

Proposed Agreement

It is recommended that the Agreement previously entered into by the Superintendent be ratified by the Board, under the following terms and conditions:

- UM shall make available to the District five (5) classrooms, one (1) computer lab, with computers, one (1) large multi-purpose classroom, and one (1) office for the High School Principal, along with the parent drop-off area;
- the facilities will be available on regular school days, between the hours of 6:45 am and 4:00 pm;
- the District will take the facilities in an "as-is" condition and will make no modifications or renovations to the building;
- the District shall promptly repair any damage caused by the High School to any portion of the facilities and fixtures, including but not limited to the desks and chairs, and computers. UM shall have the option to repair, or may replace said fixtures and computers damaged by the High School, if UM determines in its sole and absolute discretion that said item cannot be repaired;
- the District shall provide UM with a nominal reimbursement, intended solely to cover the actual out-of-pocket expense incurred by UM in the operation of the Koubek Center (e.g. electric, water/sewer, trash/garbage, etc.), due to the occupancy and use of the educational facilities by the High School. This amount is estimated at \$885 per month;
- the Agreement shall remain in full force and effect for the period ending June 30, 2011;
- the District shall provide its own custodial and security personnel during its hours of use;
- UM shall provide the District with 11 non-reserved staff parking spaces;
- subject to the limits of Section 768.28, Florida Statutes, the Board covenants and agrees that it shall indemnify, hold harmless and defend UM, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with the Board's use and occupancy of the Koubek Center during the term of this Agreement, for any personal injury, loss of life or damage to property sustained in or about the Koubek Center;
- UM acknowledges and agrees that the Board is self-insured. In addition, the School Board shall provide UM with a certificate of insurance which will provide proof of General Liability in an amount not less than \$2 million in the aggregate. The University of Miami shall be named as an additional insured on this policy;

- other than in the event of default by the Board, which default is not cured, or in the event of Damage and Destruction, UM may not cancel this Agreement. The School Board, through its designee, shall have the right to cancel this Agreement in the event of default by UM, which default is not cured, or in the event of Damage and Destruction. Notwithstanding the above, the School Board, through its designee, shall have the right to cancel this Agreement at any time, without cause, with thirty (30) days written notice to UM; and
- for purposes of this Agreement, the Superintendent of Schools or his designee shall be the party designated by the Board to coordinate and approve all operational aspects of the Agreement, and in addition, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

For the reasons enumerated herein, and in order to ensure the continued use of the Koubek Center by the High School for the 2010-11 school year, the Superintendent requests that the School Board ratify the Agreement previously executed by the Superintendent on August 20, 2010.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, ratify the Memorandum of Understanding with the University of Miami for interim use of the John J. Koubek Memorial Center, located at 2705 SW 3 Street, Miami, to house the 9th grade of the International Studies Preparatory Academy at Gables for the 2010-11 school year, substantially in conformance with the terms and conditions set forth above, and authorize the Superintendent to execute any and all other documents, as may be required.

MAL