

Mercedes Toural, Chief Education Officer
and Deputy Superintendent of Schools

**SUBJECT: REQUEST FOR AUTHORIZATION TO ENTER INTO A
CONTRACTUAL AGREEMENT WITH MIAMI-DADE COMMUNITY
COLLEGE TO PROVIDE SERVICES TO THE NEW WORLD
SCHOOL OF THE ARTS**

COMMITTEE: EDUCATION AND SCHOOL OPERATIONS

The purpose of this 2003-2004 contractual agreement is to fund an agreed-upon share by the three partnering institutions of the costs of security, plant operation and maintenance, duties performed by the deans, adjunct arts teachers, visiting performers, and classroom supplies for the New World School of the Arts. This contracted amount will not exceed \$844,299 and will be paid to Miami-Dade Community College, the fiscal agent.

A copy of the contractual agreement will be provided to School Board Members under separate cover prior to the School Board Meeting of June 18, 2003. Copies will be available for inspection by the public in the Office of Board Recording Secretary and in the Citizen Information Center.

The appropriation for this contractual agreement is included in the General Fund of the 2003-2004 Tentative Adopted Budget to be recommended for adoption July 2003 under Fund 0100, Function 5103, Program 9117, Object 5310, Location 7901.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the contractual agreement with Miami-Dade Community College to fund an agreed -upon share by the three partnering institutions for the New World School of the Arts, in an amount not to exceed \$844,299 for the fiscal year beginning July 1, 2003 and ending June 30, 2004.

The appropriations for this item will be included in the General Fund of the 2003-2004 Tentative Budget to be recommended for adoption in July 2003.

AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of July 2003, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, hereinafter referred to as "**M-DCPS**", and **MIAMI-DADE COMMUNITY COLLEGE**, hereinafter referred to as "**MDCC**".

WITNESSETH:

WHEREAS, M-DCPS, MDCC and the **State University System** entered into a revised governance agreement in November, 2000, for operation of the New World School of the Arts; and

WHEREAS, the governance agreement provided that **MDCC** is to be the fiscal agent for the operation of the New World School of the Arts; and

WHEREAS, the governance agreement provided that another agreement will be entered into regarding inter-institutional financial responsibilities; and

WHEREAS, M-DCPS and MDCC now desire to enter into this agreement for reimbursement of **MDCC** for **M-DCPS'** specified agreed-upon share of the operating expenses of the New World School of the Arts for the fiscal year ending June 30, 2004.

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

1. **MDCC** shall, in a satisfactory and proper manner, provide services to the New World School of the Arts which shall include, but not be limited to, security, plant operation and maintenance, teaching duties performed by deans, adjunct arts teachers and visiting performers, classroom supplies, facilities (rental and campus), photocopy services and materials for the arts programs and cafeteria services (at an estimated cost to **MDCC** of \$2,127,714). **M-DCPS** shall have the right to audit all **MDCC** records pertaining to services and expenditures provided to the New World School of the Arts.

2. **M-DCPS** shall, in consideration of the services to be performed by **MDCC**, reimburse **MDCC** an amount up to \$844,299 for a pro-rata share of the operating costs of the Arts program excluding certain services as set forth below:

Exclusions to proposed budget:

College Instruction

College Equipment

Legislative Appropriation

State University System Instruction

3. All payments made hereunder by **M-DCPS** shall be upon receipt of an invoice submitted quarterly by **MDCC** certifying services rendered through the invoice period; however, it is understood that all payments due and payable hereunder and in connection with any services provided by **M-DCC** shall not exceed the total sum of \$844,299.

4. In addition to the payment of the pro-rata share as set forth herein, **M-DCPS** shall provide five (5) arts teachers for arts program on **M-DCPS** payroll.

5. The term of the agreement expires June 30, 2004 unless sooner terminated as provided herein. The parties agree that there will be periodic review of operating costs and adjustments may be made by amendments upon mutual agreement of the parties. It is understood that any adjustments or amendments to the agreement shall require prior approval of The School Board of Miami-Dade County, Florida.

This agreement may be terminated by mutual consent of **M-DCPS** and **MDCC** within ninety (90) days. Upon termination request, the following parties must be notified via certified mail: Superintendent of Schools, 1450 Northeast 2nd Avenue, 33132 and President, Miami-Dade Community College, 300 Northeast 2nd Avenue, Miami, Florida, 33132.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

**DISTRICT BOARD OF TRUSTEES
MIAMI-DADE COMMUNITY COLLEGE**

By _____

Merrett R. Stierheim, Superintendent of Schools

By _____

Eduardo J. Padron, Secretary to the Board

Approved As To Form:

Approved As To Form:

School Board Attorney

College Attorney