

Iraida R. Mendez-Cartaya, Assistant Superintendent
Office of Intergovernmental Affairs & Grants Administration and Community Services

SUBJECT: REQUEST AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH WOMEN OF TOMORROW (WOT) MENTOR AND SCHOLARSHIP PROGRAM TO PROVIDE DESIGNATED SERVICES FOR HIGH SCHOOL STUDENTS

COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT

LINK TO DISTRICT STRATEGIC PLAN: ENGAGE FAMILY AND COMMUNITY MEMBERS

Authorization is requested to enter into a Memorandum of Understanding (MOU) with Women of Tomorrow (WOT) to provide designated services for high school students from July 1, 2009, through June 30, 2010. Services will include the recruitment and placement of mentors, monitoring of mentor matches, and the implementation of scholarship awards. Additionally, authorization is requested to accept funds not to exceed \$36,000, to partially support one full-time Career Specialist (CS) position to oversee the program. The MOU specifies that Miami-Dade County Public Schools (M-DCPS) will fund the remaining cost which is half of the salary, fringes and health benefits, not to exceed \$36,000, to support this CS position. The CS will monitor academic progress, provide case management for students requiring intervention, communicate with parents, coordinate and conduct skill-building activities for students, and facilitate mentoring activities with all mentors. The Office of Community Services oversees this program.

WOT mentor and scholarship program was started at the District in 1997, by Jennifer Valoppi, Founder & President. During the 2008-2009 school year, 1,109 high school students were enrolled and served by WOT, and 291 were graduating seniors. The students enrolled in the program are identified and referred to the program by school staff. The program is designed to inspire, motivate and empower young women to live up to their full potential through mentoring by highly accomplished professional women. Additionally, WOT provided scholarship funds of \$313,348, to 96 seniors who increased their mean grade point average (GPA) significantly, maintaining the WOT graduating class rate of 88.3%.

The appropriation for this item is included in the general fund of the 2009-2010, Tentative Budget, to be recommended for adoption in July 2009, under Fund 0100, Work Location 9619, Function 9100, Program 9298, and Object 5130.

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Copies of the MOU will be transmitted to School Board Members and are available under separate cover for inspection by the public in the Office of the Board Recording Secretary, Room 925, and the Citizen Information Center, Room 158, 1450 NE Second Avenue, Miami, Florida 33132.

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

1. enter into a Memorandum of Understanding (MOU), from July 1, 2009, through June 30, 2010, with Women of Tomorrow (WOT) to provide designated services for high school students;
2. the Memorandum of Understanding between Women of Tomorrow is to provide services, effective July 1, 2009, through June 30, 2010, and extend the MOU annually for a maximum of two additional one-year periods, through June 30, 2012;
3. accept funds from Women of Tomorrow not to exceed \$36,000; and
4. direct Financial Services to establish appropriations in the amounts approved or as amended by granting agency; such appropriations to be reported periodically to the Board.

IRM-C/LT/pl

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WOMEN OF TOMORROW MENTOR & SCHOLARSHIP PROGRAM
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

This Memorandum of Understanding ("MOU") is entered into this 1st day of July in the year 2009, with The Women of Tomorrow Mentor & Scholarship Program, whose address is 111 N.E. 1st Street, Suite 912, Miami, Florida 33132, attention: Ms. Jennifer Valoppi, Founder & President, and the School Board of Miami-Dade County whose address is 1450 N.E. Second Avenue, Miami, Florida 33132 ("School Board").

RECITALS:

Women of Tomorrow Mentor & Scholarship Program (WOT) are currently in partnership with Miami-Dade County Public Schools (M-DCPS) District Office. This partnership also includes all M-DCPS senior high schools and several alternative schools. Women of Tomorrow has agreed to assume the role of fiscal agent for purposes of entering into a contract with the School Board for the WOT, M-DCPS, partnership. The Women of Tomorrow partnership funds shall be provided on a reimbursement basis, subject to compliance with the Contract terms.

The funds, not to exceed \$36,000, will fund ½ cost, including fringes and health benefits of one Career Specialist. Miami-Dade County Public Schools will provide the remaining ½ funding which includes fringes and health benefits in the amount not to exceed \$36,000. The appropriation for this item is included in the 2009-2010 Tentative Budget, under the Fund 0100, Function 9100, Program 9298, Object 5130, and Location 9619.

It is WOT and the School Board's intent that each party shall be solely responsible for performing and complying with the contract terms pertaining to their respective obligations and expenditures under the contract. WOT shall be responsible for mentor recruitment, training, support and securing mentor commitment to meet with clusters of 10 to 15 students for a minimum of one hour a month. WOT will provide space at 111 NE 1st Street, Suite #912, Miami, Florida 33132, for a staff member employed by the School Board to coordinate the on going implementation of the program. WOT shall be responsible for the fiscal management of the funds. The School Board will be providing background checks, and support services.

The purpose of this Agreement is to set forth the School Board and Women of Tomorrow Mentor & Scholarship Program's respective roles and responsibilities with regard to the School Board Funds and the School Board's obligations under the contract.

WITNESSETH

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals: The above recitals are true and correct.
2. Term: The term of this Agreement shall commence on July 1, 2009, and shall end on June 30, 2010, except for employment verification and close-out activities, which may be required subsequent to the end date of this Agreement and shall be accomplished at no additional costs to this Agreement.
3. School Board Responsibilities: The School Board shall be solely responsible for performing and complying with the contract terms with respect to the School Board's obligations and the expenditure of School Board Funds (collectively "School Board Matters").
4. School Board Responsibilities to the WOT with respect to the contract: The School Board, at its own expense, shall be obligated to timely provide WOT's designated representative with all documentation, reports, information or funds required by WOT under the contract with respect to School Board Matters. The School Board should submit all required information to the designated WOT representative(s) within a reasonable time period prior to any specified deadlines, but in no event later than ten (10) days prior to any specified deadline. Within 30 days after the date of this Agreement, WOT and the School Board shall prepare a list identifying the various WOT and School Board designated representatives and information that needs to be exchanged between WOT and the School Board under this Agreement.

The School Board's obligations to WOT shall include, but not be limited to:

A. Reports:

Preparing and submitting to WOT's designated representative(s) any reports, information, including financial information, data or other written documentation, including follow up, required under the contract, or required for funding under the contract with respect to School Board Matters. The School Board agrees that WOT shall not be responsible for verifying or correcting any information submitted.

B. Advancing Funds:

Advancing and funding, where applicable, any costs associated with School Board Matters since funds are being provided by Women of Tomorrow Mentor & Scholarship Program on a reimbursement basis.

C. Insurance and Bonding Requirements:

Providing WOT's designated representative(s) with copies of all insurance and bonds required by the contract with respect to School Board activities.

D. Response to Issues raised by Women of Tomorrow Mentor & Scholarship Program:

Providing complete response(s) to WOT on any issues, including but not limited to legal issues, or other matters raised by WOT, if any, in connection with School Board Matters. The School Board shall bear its own attorneys fees, expert fees, or other fees and costs, if necessary in connection with any of the School Board Matters. The School Board shall fully cooperate with WOT in providing a response and proceeding through any processes established by the School Board with respect to School Board Matters. If necessary, the School Board, shall provide WOT with access to its facilities, staff, equipment, property, books, records, and any other documentation necessary for WOT to adequately respond to the inquiries or questions raised by WOT.

E. Audits:

Providing a timely and complete response to WOT on any audit inquiries, if any, raised with respect to School Board Matters. If WOT requires a refund of any monies paid to the School Board for School Board Matters, the School Board shall be required to timely remit the necessary funds to WOT.

5. School Board Indemnification: The School Board recognizes that WOT has agreed, as a courtesy, to act as fiscal agent under this Agreement. Therefore, to the limits of § 768.28, Florida Statutes, the School Board shall indemnify, and hold harmless, WOT, its directors, District Board of Trustees, officers, employees, agents, and representatives (collectively "WOT Indemnitees") from and against all liabilities, expenses, costs, suits, fines, judgments, claims, and demands, including but not limited to worker's compensation claims, property damage claims, personal injury claims, and claims for loss of life (including attorneys fees, expert fees, and costs, whether suit is instituted or not, and if instituted, at all tribunal levels) arising directly on account of (i) the School Board's breach of the terms of this Agreement, including but not limited to, the School Board's failure to perform the terms of the contract with respect to School Board Matters; (ii) the actions of the School Board's agents, representatives, or other employees; (iii) any information, data, documentation or any other materials provided by the School Board to WOT for; (iv) any act, omission, negligence, or intentional acts of the School Board. This provision shall survive expiration of this agreement.

6. WOT's Responsibilities as Fiscal Agent: WOT, with the School Board's cooperation, will report to WOT Board of Directors on fiscal matters. WOT will work with Miami-Dade County Public Schools to set up a mechanism for itemizing the reimbursement payments from WOT Board of Directors. If an overpayment has been made to the School Board, the School Board shall remit the excess funds to WOT, who, in turn, will return the funds to WOT Board of Directors. WOT shall have no responsibility for independent verification of the School Board's records, reports and other data submitted. WOT shall not be liable to the School Board for any

delays or failure to receive all or part of the requested funds from WOT Board of Directors.

- 7 Miscellaneous Provisions: Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand delivered or overnight delivery addressed as follows (or any other address that the party to be notified may have designated to the sender by the like notice):

WOT : Office of the President/Founder
Women of Tomorrow Mentor & Scholarship Program
111 N.E. 1st Street Suite 912
Miami, Florida 33132

School Board: The School Board of Miami-Dade County, Florida
Office of Community Services
1450 N.E. Second Avenue Room #202
Miami, Florida 33132

Unless otherwise required by law, any notice sent hereunder shall (subject to proof of receipt or refusal of same) be deemed to have been delivered on the same day if hand delivered, on the next business day if sent by overnight courier, three days after mailing, if sent by certified or registered mail.

- A. Amendments: This Agreement may be modified only by an agreement in writing executed by both of the parties.
- B. Exhibits: The Exhibits referred in and attached to this Agreement are incorporated herein fully by this reference.
- C. Severability: Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Agreement, shall remain unmodified and in full force and effect.
- D. Remedies: If and when any default of this Agreement occurs, the non-defaulting party may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the non-defaulting party. Nothing contained in this Agreement shall limit either party from pursuing any legal or equitable remedies that may apply.
- E. Waiver: No waiver by the School Board or WOT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to the School

Board or WOT upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach. No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall constitute a waiver of any subsequent breach of such covenant or condition, or justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition of this Agreement.

- F. Access to Books and Records: The School Board shall maintain accurate books and records of their transactions with respect to School Board Matters. WOT, as fiscal agent for the School Board's Funds, shall have the right to audit, inspect, and review all records maintained by the School Board with respect to this Project upon 48 hours written notice.
- G. Binding Effect: This Agreement shall be binding upon the parties hereto, their successors and assignees.
- H. Assignment: Neither party shall assign, sell, transfer or dispose of the rights or obligations granted by this Agreement in any manner whatsoever without the express prior written consent of the other party. Further, the School Board shall not enter into any subcontracts without the prior written consent of WOT.
- I. Complete Agreement: This Agreement, when executed, together with the attached Exhibits, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified, or terminated except by writing signed by the parties hereto.
- J. Independent Parties: Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between School Board and WOT, a partnership or joint venture, a principal agent relationship, or any relationship other than independent contractor.
- K. Force Majeure: The performance of any act by the School Board or WOT hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party.
- L. Time of the Essence: Time is of the essence with respect to each and every term and condition of this Agreement.
- M. Counterparts: This Agreement and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- N. Headings: The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

- O. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida. Each party shall be responsible for its own attorney's fees.

- P. Survival: All covenants and agreements, which by their respective terms are intended to survive consummation of the transaction contemplated by this Agreement, shall survive the expiration or earlier termination.

- Q. TERMS OF THE CONTACT: The memorandum of understanding between Women of Tomorrow is to provide services, effective July 1, 2009, through June 30, 2010, and extend the MOU annually for a maximum of two additional one-year periods, through June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal this _____ day of _____, 2009.

Board of Directors
Women of Tomorrow Mentor & Scholarship
Program

WITNESSED:

By: _____

Name: _____

Print Name: _____

Title: _____

(SEAL)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Superintendent of Schools

Date: _____

Reviewed: _____
Attorney for the School Board Date

Reviewed: _____
Office of Risk Management Date
Reviewed and Approved