

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 MIAMI
DADE COLLEGE (MDC) TO PROVIDE DESIGNATED
SERVICES FOR THE TAKE STOCK IN CHILDREN (TSIC)
MENTORING SCHOLARSHIP PROGRAM**

**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 Miami Dade College (MDC) to provide designated services for the Take Stock in Children (TSIC) Mentoring Scholarship Program 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 \$42,000, to support one full-time Curriculum Support Specialist (CSS) position to oversee the program, which has been in existence in the District since 1996-97.

The MOU specifies that Miami-Dade County Public Schools (M-DCPS) will provide funds, not to exceed \$15,000, to cover fringe benefits for the CSS position. 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 6120, Program 9298, and Object 5210. The CSS will monitor academic progress, provide case management for students requiring intervention, keep parents informed, and conduct skill-building activities for students. The Office of Community Services oversees this program.

During school year 2008-2009, 474 students were enrolled and served by TSIC.

The number of students selected is based on funding and mentor availability, and the following criteria as established by the program:

C-90

- 2.0 or better GPA;
- parents and students must be willing to sign a contract to remain crime and drug-free; and
- parents and students must be willing to attend workshops hosted by TSIC.

The incentive for students to meet the criteria of TSIC program will be a four-year scholarship to a college or university in Florida of their choice.

Copies of the MOU will be transmitted to School Board Members under separate cover and are available for inspection by the public in the Office of 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, authorize the Superintendent to:

1. enter into a Memorandum of Understanding (MOU), from July 1, 2009, through June 30, 2010, with Miami Dade College (MDC) to provide designated services for the Take Stock in Children (TSIC) Mentoring Scholarship Program;
2. the memorandum of understanding between Miami Dade College 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 Miami Dade College not to exceed \$42,000; and
4. direct Financial Services to establish appropriations in the amounts approved or as amended by the granting agency; such appropriations to be reported periodically to the Board.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

This Memorandum of Agreement ("Agreement") is entered into this 1st day of July in the year 2009, with the understanding that reimbursement for expenditures may be dated back to June 30, 2010, by and between the District Board of Trustees of Miami Dade College, whose address is 300 N.E. 2nd Avenue, Miami, Florida 33132, Attention: Dr. Eduardo Padron, District President's Office (College), and the School Board of Miami-Dade County, whose address is 1450 N.E. Second Avenue, Miami, Florida 33132 (School Board).

RECITALS:

The College and the School Board are currently members of the Take Stock in Children (TSIC) Miami-Dade College (MDC) partnership. This partnership also includes the South Florida Workforce Board. The College, as the Lead Agency for the TSIC partnership, has agreed to assume the role of fiscal agent only for purposes of entering into a contract with the School Board for the TSIC MDC partnership. The TSIC MDC partnership funds shall be provided on a reimbursement basis, subject to compliance with the Contract terms.

The funds, not to exceed \$42,000, will cover the base salary of one Curriculum Support Specialist. Miami-Dade County Public Schools will provide fringes and health benefits in the amount not to exceed \$15,000. The appropriation for this item is included in the 2009-2010 Tentative Budget, under the Fund 0100, Function 6120, Program 9298, Object 5210, and Location 9619.

It is the College's 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. The College shall be responsible for mentor recruitment, training and support. The college shall be responsible for coordinating the parent education component and fiscal management of the funds. The School Board will be providing student advocacy, case management, background checks, and support services.

The purpose of this Agreement is to set forth the School Board and the Miami Dade College'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 College with respect to the contract: The School Board, at its own expense, shall be obligated to timely provide the College's designated representative with all documentation, reports, information or funds required by the College under the contract with respect to School Board Matters. The School Board should submit all required information to the designated College 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, the College and the School Board shall prepare a list identifying the various College and School Board designated representatives and information that needs to be exchanged between the College and the School Board under this Agreement.

The School Board's obligations to the College shall include but not be limited to:

A. Reports:

Preparing and submitting to the College's designated representative 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 the College 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 the Take Stock in Children Foundation on a reimbursement basis.

C. Insurance and Bonding Requirements:

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

D. Response to Issues raised by Miami Dade College:

Providing complete response(s) to the College on any issues, including but not limited to legal issues, or other matters raised by Miami Dade College, 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 the College 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 the College with access to its facilities, staff, equipment, property, books, records and any other documentation necessary for the College to adequately respond to the inquiries or questions raised by the Miami Dade College.

E. Audits:

Providing a timely and complete response to the College on any audit inquiries, if any, raised with respect to School Board Matters. If the College 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 the College.

5. **School Board Indemnification:** The School Board recognizes that the College 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, the College, its directors, District Board of Trustees, officers, employees, agents, and representatives (collectively College 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 the College for; (iv) any act, omission, negligence, or intentional acts of the School Board. This provision shall survive expiration of this agreement.

6. **College Responsibilities as Fiscal Agent:** The College, with the School Board's cooperation, will report to the Take Stock in Children Foundation on fiscal matters and the College will receive funds on behalf of the TSIC Program. The College shall distribute the funds received from the Take Stock in Children Foundation based upon

the documented costs and documented performance provided by each of the parties. The College will work with Miami-Dade County Public Schools to set up a mechanism for itemizing the reimbursement payments from the Take Stock in Children Foundation. In the event the Take Stock in Children Foundation notifies the College of an overpayment which has been verified, the overpaid party shall be obligated to return the excess funds. If the overpayment has been made to the School Board, the School Board shall remit the excess funds to the College, who, in turn, will distribute the funds to the Take Stock in Children Foundation.

The College shall have no responsibility for independent verification of the School Board's records, reports and other data submitted. The College shall not be liable to the School Board for any delays or failure to receive all or part of the requested funds from the Take Stock in Children Foundation.

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):

College: Office of the District President
Miami Dade College
District Board of Trustees of
Miami Dade College
300 N.E. Second Avenue
Miami, Florida 33132-2297

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 the College 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 the College 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. The College, 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 assigns.
- 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 the College.
- 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 the College, 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 the College hereunder maybe 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 CONTRACT
The memorandum of understanding between Miami-Dade College 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.

District Board of Trustees of
Miami Dade College

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