

The School Board of Miami-Dade County, Florida Internship Cooperative Agreement

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into this February 27, 2018, by and between **Town of Cutler Bay, ("Town")** whose principal address is 10720 Caribbean Blvd., Suite 210, Cutler Bay, FL 33189, and **The School Board of Miami-Dade County, Florida, ("School Board")**, on behalf of Miami-Dade County Public Schools ("M-DCPS"), a political subdivision of the State of Florida, whose principal address is 1450 N.E. 2 Avenue, Suite 202, Miami, Florida 33132.

Internship Provider

Entity Name: Town of Cutler Bay, a municipal corporation of the State of Florida
 Mentor Name: c/o Jazmin Gonzalez, Administrative Services Director
 Address: 10720 Caribbean Blvd., Ste 210
 City / State / Zip: Cutler Bay, FL 33189
 Telephone: (305) 234-4262
 Email: jgonzalez@cutlerbay-fl.gov

Program status (check one): ☐ Public ☐ Private Non-profit ☐ Private For-profit
 ☒ Government / Municipal / State / Federal

The School Board of Miami-Dade County, Florida

Name: Miami-Dade County Public Schools / Office of Community Engagement
 Address: 1450 N.E. 2nd Avenue, Suite 202
 City / State / Zip: Miami, FL 33132
 Telephone / Fax: (305) 995-3050 / (305) 995-2594
 Email: nzea@dadeschools.net

I. RECITALS

1. M-DCPS and Town want to provide M-DCPS senior high students with an appropriate Academic Year Internship to reinforce each student's acquisition of employability skills; and
2. M-DCPS and Town want Cutler Bay Senior High School students to work as "interns" to receive the related mentoring and support services necessary to obtain skills, experience, and knowledge to maximize each intern's employment opportunities.

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

II. RESPONSIBILITIES OF M-DCPS

M-DCPS agrees:

- To provide support for the internship experience as provided for in the Miami-Dade County Public Schools Internship Provider Handbook, attached and incorporated as Exhibit "A";
- To communicate regularly with school, regional center, or district-based personnel, as deemed necessary to the functioning of the Academic Year Internship program at Town locations;
- To maintain appropriate documentation and applications of interns;
- To assist Town with any concerns, questions or issues that may arise during internship program

III. RESPONSIBILITIES OF TOWN

Town agrees:

- To provide internship experience(s) for selected M-DCPS students as specified in the Miami-Dade County Public Schools Academic Year Internship Provider Handbook;
- To provide the necessary assessments or evaluations as outlined in the Academic Year Internship Provider Handbook
- To assist students in maintenance of log sheets and to inform M-DCPS / Office of Community Engagement immediately via phone and/or email of unscheduled absences;
- To ensure the safety of interns while under Town supervision;
- To ensure students will intern only at the given places of Town designated internship sites (no home-based businesses nor secondary sites nor sites not prior approved in writing by M-DCPS and Town are allowed).
- To provide interns with a current set of rules, regulations, and policies that directly affect the interns placed at the Town internship sites.

Town reserves the right to refuse its services or to remove from its facilities, locations, and internship sites any interns or M-DCPS employee(s) who do not meet professional or other requirements of the Town.

IV. PARTIES AGREE THAT:

A. RESPONSIBILITIES OF BOTH PARTIES

1. The schedule for interns while on-site at Town internship locations shall be planned jointly by M-DCPS, the Town and each student intern. Any changes in the schedule must be approved by Town, intern, and school internship coordinator prior to implementation of a new schedule in accordance with the Academic Year Internship Provider Handbook.
2. M-DCPS and Town shall both designate an individual who shall be available to answer all questions and assist in the implementation of this Agreement. The Town's designated mentorship representative is **Jazmin Gonzalez, Administrative Services Director**. M-DCPS's designated Academic Year Internship Program representative is **Natalia Zea, Director in Office of Community Engagement**.
3. M-DCPS and Town agree that the students covered as interns by the terms of this Agreement are not Town employees for the purpose of the Fair Labor Standards Act, as evidenced by the following:
 - a. The training and mentorship, even though it includes actual assistance to Town personnel with projects, is similar to that training and mentorship which would be given in a senior high school;
 - b. The training and mentorship are for the benefit of the interns;
 - c. The interns do not displace regular Town employees, but work under their close observation;
 - d. The interns are not necessarily entitled to Town jobs at the conclusion of the training period; and
 - e. The interns are not entitled to wages for the time spent in training in the program.

B. TERM OF AGREEMENT; TERMINATION

The term of this Agreement shall be from **February 27, 2018 to February 28, 2019** and will automatically renew on the end date for up to three (3) additional one (1) year terms through and including **February 28, 2021**. Either party hereto may terminate this Agreement at any time by giving the other party notice in writing at least thirty (30) days prior to the intended termination date. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

C. COMPLIANCE WITH LAWS

1. M-DCPS and Town agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any intern because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, or disability.
2. Town agrees to adopt a background screening process that is consistent with having interns in the workplace, and consistent with M-DCPS guidelines and the Jessica Lunsford Act, 1012.4065 F.S.
3. This Agreement is considered a public contract and shall be subject to Florida's Public Record Laws, Chapter 119, Florida Statutes. Furthermore, the Town understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Town shall keep and maintain public records required by the School Board to perform the service. The Town shall keep records to show its compliance with program requirements. Town and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Town which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Town shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Town does not transfer the records to the public agency. The Town shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(l). Upon completion of the contract, transfer at no cost to the School Board all public records in possession of the Town or keep and maintain public records required by the School Board to perform the service. If the Town transfers all public records to the School Board upon completion of the contract, the Town shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Town keeps and maintains public records upon completion of the contract, the Town shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records in a format that is compatible with the information technology systems of the School Board.

IF THE TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

D. NO THIRD-PARTY BENEFICIARIES

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement and / or arising out of any other contract.

E. CONFIDENTIALITY OF STUDENT INFORMATION

Town understands and agrees that it is subject to all applicable federal and Florida laws and all School Board policies relating to the confidentiality of student records. Town further agrees to comply with the Federal Family Educational Rights and Privacy Act ("FERPA" 34CFR§ 99) and shall (i) use any personally identifiable student information ("information") only as provided in this Agreement, (ii) maintain the confidentiality of the information and, (iii) return the information to the Agency upon termination of the Agreement. In accordance with the requirements of the Florida Public Records Laws, Town shall, as and if applicable, treat all information as confidential and will not disclose the information to any third party, unless required to do so under the Florida Public Records Laws or by Court order.

F. INSURANCE

M-DCPS and the Town agree to insure or self-insure their respective interests to the extent each deems necessary or appropriate. Upon written request, evidence of self-insurance or insurance and evidence of mutual designations of additional insureds and certificate holders shall be furnished to either party.

G. LIMITED INDEMNIFICATION

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board; agrees to indemnify and hold harmless Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement. Town agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this agreement. If Town is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Town's liability beyond that provided in section 768.28, Florida Statutes.

H. MODIFICATION, EXTENSIONS, RENEWALS, OR AMENDMENTS

This Agreement may be modified extended, renewed, or amended only in writing by mutual consent of both parties by their respective authorized signatories.

I. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. Each party waives its rights to jury trial.

J. NOTICES

All notices or communication under this Agreement by either party to the other shall be sufficiently given or delivered as follows:

In the case of notice or communication to Town:

Name/Title: Rafael G. Casals, Town Manager
If designee, you must be authorized to sign on behalf of the entity.

Government: Town of Cutler Bay

Address: 10720 Caribbean Boulevard, Ste. 105

Town, State & Zip: Cutler Bay, FL 33189

Phone: (305) 234-4262

Email: rcasals@cutlerbay-fl.gov

With copies to:

Administrative Services Director
Town of Cutler Bay
10720 Caribbean Boulevard, Ste. 210
Cutler Bay, FL 33189

And to:

Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

In the case of notice or communication to M-DCPS:

Miami-Dade County Public Schools
Office of Community Engagement
1450 N.E. 2nd Avenue, Suite 202
Miami, FL 33132
305-995-3050

With a copy to:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. 2nd Avenue, Suite 912
Miami, FL 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. 2nd Avenue, Suite 430
Miami, FL 33132

SIGNATORY FORM

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

For: Town of Cutler Bay, a municipal corporation of the State of Florida

By: _____
Rafael G. Casals, Town Manager

Date: _____

Attest: _____
Debra E. Eastman, Town Clerk

Date: _____

TOWN RESOLUTION #: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND CORRECTNESS:

By: _____

By: _____
Chad Friedman, Town Attorney

DEPARTMENT OF ADMINISTRATIVE SERVICES:

Jazmin Gonzalez, Administrative Services Director

For: The School Board of Miami-Dade County, Florida

Alberto M. Carvalho
Superintendent's Name (Print)

Superintendent's Signature

Date

Approved as to Legal Form and Legal Sufficiency:

Attorney for School Board of Miami-Dade County, Florida

Date

Reviewed and Approved:

Risk Management / Miami-Dade County Public Schools

Date

Please return three (3) signed original copies to:

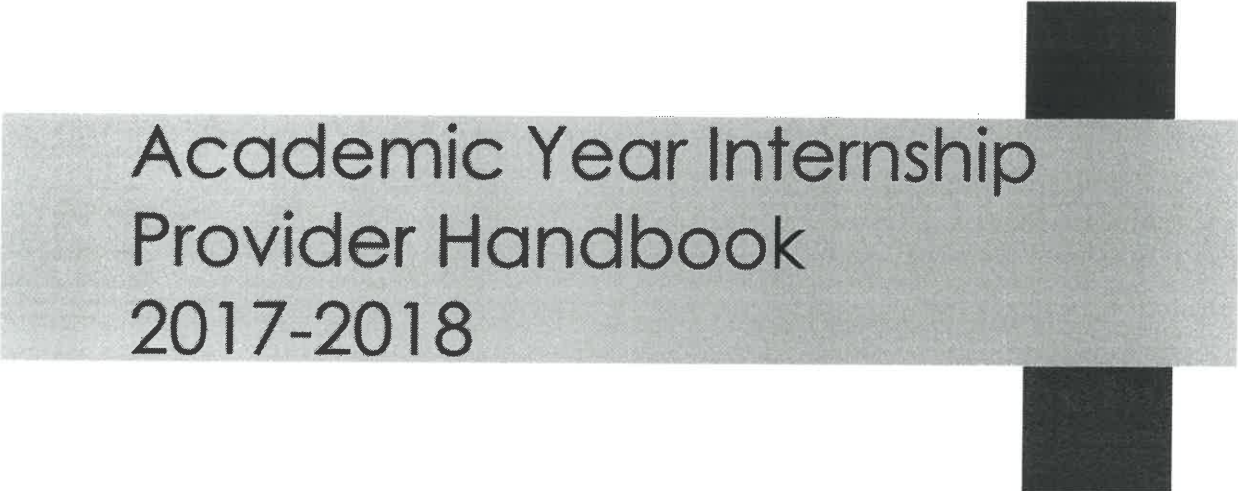
Miami-Dade County Public Schools
Office of Community Engagement
1450 N.E. 2nd Avenue, Suite 202
Miami, FL 33132

Attachments: M-DCPS Academic Year Internship Provider Handbook

Exhibit "A"

Miami-Dade County Public Schools

Office of Community Engagement



Academic Year Internship
Provider Handbook
2017-2018

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA**

Ms. Perla Tabares Hantman, Chair
Dr. Martin Karp, Vice-Chair
Dr. Dorothy Bendross-Mindingall
Ms. Susie V. Castillo
Dr. Lawrence S. Feldman
Dr. Steve Gallon III
Ms. Lubby Navarro
Dr. Marta Pérez
Ms. Mari Tere Rojas

Mr. Alberto M. Carvalho
Superintendent of Schools

Ms. Iraida R. Mendez-Cartaya
Associate Superintendent
Office of Intergovernmental Affairs, Grants Administration,
and Community Engagement

Ms. Lisa Thurber
District Director
Office of Community Engagement

Ms. Natalia Zea
Director
Office of Community Engagement

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Introduction

Are you looking for an energetic and dynamic addition to your team, while also giving back to our community, by helping to inspire and shape the next generation of the workforce? Accepting a Miami-Dade County Public Schools (M-DCPS) intern into your company or organization provides an opportunity to accomplish both goals.

Since 1958, M-DCPS high school juniors and seniors have paired with professionals to offer their skillset, positive attitude, and eagerness to learn. In turn, internship providers share their time and talents to provide interns meaningful, career-related experiences. The Academic Year Internship Program is designed to give students real-life work experiences, helping them discover first-hand what it takes to be successful in that particular career field.

During the internship, student interns should take on the roles and responsibilities of a valued member of the company or organization. It is important that the interns understand their attendance, punctuality, dress, and work ethic should reflect well upon themselves; as well as their parents, teachers, schools, and peers.

Student interns receive course credit, and are not paid. You may, of course find your intern is such a valuable member of your team that you choose to hire him/her after their internship program is complete.

The Office of Community Engagement is here to support you and handle any questions or concerns that may arise at any time.

Thank you for your participation.

Your Role as an Internship Provider

As an internship provider you facilitate the environment that enables the intern to learn valuable, lifelong skills including:

- Developing and measuring achievable short-term and long-term goals
- Positive values such as working with a team and being a contribution to others
- Personal and social responsibility, and accountability

In addition, enabling the intern to become an impactful member of your team, may provide your workplace with a new, fresh approach.

At the end of the academic year, students will be asked to complete a survey evaluating their experience during the internship.

Becoming an Internship Provider

Thank you for your interest in becoming an Academic Year Internship Program provider to a Miami-Dade County Public Schools junior or senior.

All providers are required to sign a cooperative agreement with M-DCPS which outlines the roles and responsibilities of internship providers. We also encourage you to read this entire handbook to familiarize yourself with the program.

Signing the cooperative agreement does not guarantee an intern will be placed within the positions you have available. Interns are matched with providers based on geographic location, career field interest, and student feedback. **Immediate family members are not permitted to serve as a student's mentor. In addition, students may not intern in a home-based business.**

The cooperative agreement must be completed fully, signed by an authorized representative. Please follow the instructions on page 4 of this handbook.

Please contact the Office of Community Engagement at 305-995-1630 with any questions or concerns. You may also email us at Internships@dadeschools.net.

Internship Provider's Responsibilities

Student Data Placement Form

You will have the opportunity to interview each student interested in joining your team. The student should provide you with a Student Data Placement Form which you will sign, verifying you are accepting the intern. The intern returns that form to their school site internship coordinator for final placement in the internship program.

Intern Quarterly Grade Evaluation

As the internship provider, you will evaluate the intern throughout the progression of the internship. That evaluation is the basis for the student's grade.

You will be required to submit a student evaluation every nine (9) weeks. The grade is based on the student's performance at the internship site and should be given after considering the following criteria:

- Attendance/Punctuality
- Communication Skills/Interest Level
- Reliability/Motivation
- Acquired/Learned Skills for internship

The Office of Community Engagement will email you a Grade Request Report for the evaluation. Information about the Miami-Dade County Public Schools grading system will be included. **Please return the completed Grade Request Report to the school site internship coordinator indicated in the evaluation instructions by the listed deadline. At no time should the student have direct contact with the grade evaluation.**

Miami-Dade County Public Schools is required to inform parents/guardians any time a student's grade could fall to a "D" or "F". If the intern is in danger of receiving one of these grades, please notify the Academic Year Internship Program Director in the Office of Community Engagement immediately, so that we may contact the student's internship coordinator.

If at any time, a student is not fulfilling his/her responsibilities or is not attending the internship regularly, please notify the Office of Community Engagement immediately.

Intern Activities Log Sheets

You will also be asked to sign off on your student intern's activities and scheduled hours on log sheets the student will provide you throughout the internship. The log sheets assist the school site coordinators in verifying the students are completing all their required hours and engaging in meaningful activities at the internship site. The log sheets may be returned directly to the student.

Student Emergency Contact Information Form

The student should provide you with an emergency contact form, listing parental and school-site contact information in the event of an emergency. Contact the Office of Community Engagement for all non-emergency matters.

Intern Credits

To receive full credit for the Academic Year Internship, students must participate in the required hours at their internship site and must complete all required assignments.

- **For one (1) credit, the minimum number of hours required is five (5) hours per week or forty-five (45) hours per quarter.**
- **For two (2) credits the student must complete ten (10) hours per week or ninety (90) hours per quarter.**

Monetary compensation to the student is not permitted during internship hours. Should the provider decide to hire a student for hours worked in addition to earned credit hours, please note that this would be deemed employment and is outside the scope of the internship program.

Time spent at the internship site may not be counted as volunteer or community service hours, unless special arrangements are made to acquire those hours after the internship requirement is fulfilled.

Intern Attendance

At the beginning of the internship, the student and provider work together to establish a convenient time schedule for both parties. The school site internship coordinator must also approve of the established schedule. All are asked to be flexible. As situations change, schedules may need to be adjusted. The schedule must indicate the days of the week and the hours that the student will be at the internship site.

Students may not remain at the internship site after sundown, unless they have permission from their internship provider and parent/guardian. Students generally complete their hours during the regular school week.

Regular attendance and punctuality are critical. If a scheduled day is missed due to a Miami-Dade County Public Schools (M-DCPS) excused absence*, the student must inform the internship provider and both should determine an appropriate time to make up the missed hours. All make-up hours must be scheduled with the approval of the internship provider. The student must notify the internship provider prior to any absence or late arrival to their internship site. Failure to do so will affect the student's grade.

Students are not required to attend their scheduled internship day if it falls on a teacher planning day or holiday. **(Please refer to the program calendar at the end of this handbook.)** In the event of an extended illness or absence, the student and internship provider may make alternative arrangements. Students must notify the school internship coordinator of any changes in their schedule and/or outline of proposed internship activities.

***M-DCPS excused absences:** Student illness, death in the family, observance of religious holiday, or school-sponsored event with prior approval by internship provider.

Cooperative Agreement Instructions:

- Please read this handbook.
- Sign the cooperative agreement on the following page. **Please note, the agreement may ONLY be signed by an authorized signor per the Florida Division of Corporations, as verified through Sunbiz.org.**
- Scan and email the signed cooperative agreement to Internships@dadeschools.net.
- You will receive a confirmation email once the agreement is executed.

SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Internship Cooperative Agreement

Internship programs are planned to develop students academically, economically and socially. There are responsibilities to the internship provider that must be considered.

The Internship Provider Company agrees to comply with all requirements found in the Internship Provider Handbook, incorporated herein by reference and attached hereto, which may be amended from time to time by the Office of Community Engagement:

1. Place the student intern in his/her business organization under the supervision of a qualified supervisor for the purpose of providing workplace readiness experience;
2. Adopt a background screening process that is, at a minimum, consistent with M-DCPS guidelines for the person(s) who will be supervising the student;
3. Provide the student with same consideration given employees with regard to safety, health, general working conditions, and other policies and procedures of the business;
4. Adhere to all state, federal, and School Board policies, including but not limited to nondiscrimination in employment and educational programs or activities with regards to race, gender, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preferences or disabilities;
5. Hold harmless and indemnify the School Board of Miami-Dade County, Florida and its members, officers and employees against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, arising out of bodily injury or property damage arising out of or incidental to the negligent performance of this Agreement by or on behalf of the Internship Provider. However, nothing herein shall be deemed to indemnify the School Board for any liability or claim arising out of the negligent performance or failure of performance of the School Board or as a result of the negligence of any unrelated third party; and
6. Be subject to all applicable federal and Florida laws and School Board policies relating to the confidentiality of student records.
7. Understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information specifically The Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. All student information shall be regarded as confidential and not disclosed to any third party.
8. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, venue in Miami-Dade County.
9. Comply with Florida's Public Records Laws as delineated in Fla. Stat. 119, and laws relating to records retention.
10. This Agreement shall terminate three (3) years from the date of the District Administrator's Signature below. In the event of an issue involving the health, safety, or welfare of student interns, The School Board and/or its designee at its sole discretion, may terminate this Agreement immediately with reasonable written notice to the provider.

Internship Provider Company Name as set forth with the Florida Division of Corporations

Company Authorized Representative
(as set forth with the Florida Division of Corporations)

Signature

Date

District Administrator Print

Signature

Date

2017-2018 ACADEMIC YEAR INTERNSHIP PROGRAM CALENDAR**August**

21– 25 First week of school/Student begins reporting to the internship site

September

4 Labor Day: Legal Holiday – *NO SCHOOL*
21 Teacher Planning Day – *NO SCHOOL*

October

2 Teacher Planning Day – *NO SCHOOL*
12 **Quarter 1 Grade Evaluation Due**
26 End of Grading Period
27 Teacher Planning Day – *NO SCHOOL*

November

10 Veteran's Day: *Legal Holiday – NO SCHOOL*
22 Teacher Planning Day – *NO SCHOOL*
23– 24 Thanksgiving Recess – *NO SCHOOL*

December

21 **Quarter 2 Grade Evaluation Due**
25 – 29 Winter Recess – *NO SCHOOL*

January

1 - 5 Winter Recess – *NO SCHOOL*
15 Dr. Martin Luther King, Jr. Holiday: Legal Holiday – *NO SCHOOL*
18 Ending of Grading Period
22 Beginning of Grading Period

February

19 President's Day: *Legal Holiday – NO SCHOOL*

March

8 **Quarter 3 Grade Evaluation Due**
22 Ending of Grading Period
23 Teacher Planning Day – *NO SCHOOL*
26-30 Spring Recess – *NO SCHOOL*

April

2 Beginning of Grading Period

May

21 – 24 FINAL WEEK OF INTERNSHIP
24 **Quarter 4 Grade Evaluation Due**
28 Memorial Day: *Legal Holiday – NO SCHOOL*

Miami-Dade County Public Schools
Office of Community Engagement
1450 NE 2nd Avenue, Room 202
Miami, Florida 33132

Director, Office of Community Engagement
Natalia Zea
305-995-3050
nzea@dadeschools.net

Academic Year Internship Program Manager
Consuelo Ana Perello
305-995-1630
cperello@dadeschools.net

For general inquiries email Internships@dadeschools.net