

**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT** “Agreement” is entered into this \_\_\_\_\_ , 20\_\_\_, by and between \_\_\_\_\_, (“Business Mentor”), and The School Board of Miami-Dade County, Florida, (“ M-DCPS”).

**RECITALS:**

**A.** M-DCPS and Business Mentor want to provide M-DCPS senior high students with an appropriate Career Experience Opportunity (CEO) program to reinforce acquisition of employability skills; and

**B.** M-DCPS and Business Mentor want M-DCPS senior high students, “CEO interns”, to receive the related and support services necessary to obtain skills, experience, and knowledge to maximize 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:

**A. RESPONSIBILITIES OF M-DCPS**

M-DCPS agrees:

- (i) to provide support for the internship experience as provided for in the Miami-Dade County Public Schools Career Experience Opportunity (CEO) Internship Guide;
- (ii) to arrange any meetings with school, regional center, or district-based personnel, as deemed necessary to the functioning of the program;
- (iii) to maintain appropriate documentation and application of CEO interns;

- (iv) to input the final grade provided by the Business Mentor;
- (v) to select CEO interns from eligible pool of students;
- (iv) to provide an orientation program for CEO interns and Business Mentor;
- (vii) to provide on-site visitations for support and monitoring by M-DCPS staff.

**B. RESPONSIBILITIES OF BUSINESS MENTOR**

1. Business Mentor agrees:

- (i) to provide internship experience(s) for selected M-DCPS students as specified in the Miami-Dade County Public Schools Career Experience Opportunity (CEO) Internship Guide (the Guide);
- (ii) to read and follow the procedures in the Guide and the online Miami-Dade County Public Schools Internship Toolkit (the Toolkit);
- (iii) to direct instruction and supervision of the CEO interns according to the Guide and the Toolkit;
- (iv) to provide an interim and final CEO evaluation for a grade as provided in the Guide;
- (v) to maintain attendance records on site and inform M-DCPS teacher of record immediately via phone and email of an unscheduled absence;
- (vi) to assure the safety of the CEO interns while under their supervision;
- (vii) to provide M-DCPS with a current set of its rules, regulations, and policies that directly affect the CEO interns placed at the business site. Business Mentor shall acquaint the students with rules, regulations, and policies.

2. Business Mentor reserves the right to refuse its services or to remove from its facilities any CEO interns or M-DCPS employee who does not meet professional or other requirements of Business Mentor.

**C. RESPONSIBILITIES OF BOTH PARTIES**

1. The schedule for CEO interns while on-site at Business Mentor shall be planned jointly by the M-DCPS teacher of record, the Business Mentor and the student. Any changes in the schedule must be approved by all parties prior to implementation of a new schedule.

2. M-DCPS and Business Mentor shall both designate an individual who shall be available to answer all questions and assist in the implementation of this Agreement.

3. M-DCPS and Business Mentor agree that the students covered by the terms of this agreement are not Business Mentor's employees for the purpose of the Fair Labor Standards Act, as evidenced by the following:

(i) the training, even though it includes actual operation of the facilities of Business Mentor, is similar to that which would be given in a school;

(ii) the training is for the benefit of the CEO interns;

(iii) the CEO interns do not displace regular employees, but work under their close observation;

(iv) Business Mentor, in providing the site for the program, derives no immediate advantage from the activities of the CEO interns;

(v) the CEO interns are not necessarily entitled to jobs at the conclusion of the training period; and

(vi) the CEO interns are not entitled to wages for the time spent in training in the program.

**D. TERM OF AGREEMENT; TERMINATION**

The term of this Agreement shall be from \_\_\_\_\_ \_\_, 20\_\_, through and including June 30, 20(10 11 12). Either party hereto may terminate this Agreement at any time by giving to the other party notice in writing at least 30 days prior to the intended termination date.

**E. COMPLIANCE WITH LAW**

M-DCPS and Business Mentor 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 CEO 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.

Business Mentor agrees to comply with any background screening requirements mandated by Sections 1012.465, 1012.32 and 102.467, Florida Statutes and School Board rules, as amended from time to time.

**F. 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 any contract.

**G. CONFIDENTIALITY OF STUDENT INFORMATION**

Business Mentor understands and agrees that it is subject to all applicable federal and Florida laws and all School Board rules relating to the confidentiality of student records. Business Mentor

further agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 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. Business Mentor shall treat all information as confidential and will not disclose the information to any third party.

#### **H. INSURANCE**

M-DCPS and the Business Mentor agree to insure or self-insure their respective interests to the extent each deem necessary or appropriate. Upon written request, evidence of self insurance or insurance shall be furnished to either party.

#### **I. INDEMNIFICATION**

The Business Mentor does hereby agree to hold harmless, indemnify and defend the Indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys fees and court costs 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 Business Mentor. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees. 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.

The School Board of Miami-Dade County, Florida does hereby agree to hold harmless and indemnify the Business Mentor to the extent of limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the School Board shall not be held liable to pay a personal injury claim or property damage claim or judgment by any one person which exceeds the

sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other claims or judgments paid by the School Board arising out of the same incident or occurrence, exceeds the sum of \$200,000 from any and all personal injury or property claims, liabilities, losses and causes of actions arising out or incidental to the negligent performance of this Agreement. However, nothing herein shall be deemed to indemnify the Business Mentor for any liability or claim arising out of the negligent performance or failure of performance of the Business Mentor or as a result of the negligence of any unrelated third party.

**J. MODIFICATION**

This Agreement may be modified or amended only in writing by mutual consent of both parties.

**K. 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.

**L. 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 Business Mentor:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Miami-Dade County Public Schools  
Office of Community Services  
1450 NE 2 Avenue, Suite 202  
Miami, Florida 33132

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

By: \_\_\_\_\_

Name: Alberto M. Carvalho

Title: Superintendent of Schools

**FOR: THE BUSINESS MENTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Attorney for School Board of Miami-Dade County, Florida

**REVIEWED AND APPROVED**

By: \_\_\_\_\_  
Risk Management/Miami-Dade County Public Schools