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

**THIS COOPERATIVE AGREEMENT** ("Agreement") is entered into this September 03, 2025, by and between City of Doral, Florida ("City"), municipal corporation of the State of Florida, whose principal address is 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida, 33166 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. 2nd Avenue, Miami. Florida 33132.

Internship Provider			
Entity Name: CITY of Doral, a municipal corporation of State of Florida			
Mentor Name: Zeida C. Sardiñas			
Address: 8401 NW 53 <sup>rd</sup> Terrace			
City / State / Zip: Doral, FL 33166			
Telephone: <u>305-593-6725</u>			
Email: <u>zeida.sardinas@cityofdoral.com</u>			
Program status (check one):  Public Private Non-profit Private For-profit  X Government / Municipal / State / Federal			
The School Board of Miami-Dade County, Florida			
Name: Miami-Dade County Public Schools / Office of Education Access Address: 1450 N.E. 2 <sup>nd</sup> Avenue			
City / State / Zip: Miami, FL 33132			
Telephone / Fax: <u>305-995-2987</u>			
Email:Lcaldero@dadeschools.net			

# I. <u>RECITALS</u>

- M-DCPS and CITY 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 CITY want M-DCPS senior high 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 CITY locations:
- To maintain appropriate documentation of interns;
- To assist CITY with any concerns, questions or issues that may arise during internship

## III. RESPONSIBILITIES OF CITY

## **CITY 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 Education Access immediately via phone and/or email of unscheduled absences;
- To ensure the safety of interns while under CITY supervision.
- To ensure students will intern only at the given places of CITY designated internship sites (no home-based businesses nor secondary sites nor sites not prior approved in writing by M-DCPS and CITY are allowed).
- To provide interns with a current set of rules, regulations, and policies that directly affect the interns placed at the CITY internship sites.

CITY 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 CITY.

# IV. PARTIES AGREE THAT:

#### A. RESPONSIBILITIES OF BOTH PARTIES

- The schedule for interns while on-site at CITY internship locations shall be planned jointly by M-DCPS, the CITY and each student intern. Any changes in the schedule must be approved by CITY, intern, and school internship coordinator prior to implementation of a new schedule in accordance with the Academic Year Internship Provider Handbook.
- M-DCPS and CITY shall both designate an individual who shall be available to answer all questions and assist in the implementation of this Agreement. The CITY's designated mentorship representative is Jeanne Espinal, Senior Human Resources Generalist, M-DCPS's designated Academic Year Internship Program representative is Ms. Leandra J. Caldero, Program Manager, Academic Year Internship Program (AYIP) in Office of Education Access.
- 3. M-DCPS and CITY agree that the students covered as interns by the terms of this Agreement are not CITY employees for the purpose of the Fair Labor Standards Act, as evidenced by the following:
  - The training and mentorship, even though it includes actual assistance to CITY
    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 CITY employees, but work under their close observation;
  - d. The interns are not necessarily entitled to CITY 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 September 03, 2025 to September 02, 2026, and will automatically renew on the end date for up to three (3) additional one (1) year terms through and including June 17, 2028. Either party hereto may terminate this Agreement at

any time by giving to 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 CITY 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. CITY 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 CITY understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The CITY shall keep and maintain public records required by the School Board to perform the service. The CITY shall keep records to show its compliance with program requirements. CITY 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 CITY 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. CITY 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 CITY does not transfer the records to the public agency. The CITY 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 CITY or keep and maintain public records required by the School Board to perform the service. If the CITY transfers all public records to the School Board upon completion of the contract, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the contract, the CITY 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 CITY 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

CITY 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. CITY 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, CITY 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 CITY 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 CITY 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. CITY 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 CITY arising out of or in connection with the provisions of this agreement. If CITY is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the CITY'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 CITY:

Name/Title: Zeida C. Sardiñas, City Manager

If designee, you must be authorized to sign on behalf of the entity.

Government: City of Doral

Address: <u>8401 NW 53<sup>rd</sup> Terrace</u> CITY, State & Zip: <u>Doral, FL 33166</u>

Phone: <u>305-593-6725</u>

Email: Zeida.sardinas@cityofdoral.com

# With copies to:

Maria T. José, Human Resources Director CITY of Doral 8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

#### And to:

Lorenzo Cobiella, CITY Attorney CITY of Doral 8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

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

Miami-Dade County Public Schools Office of Education Access 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: Dr. Jose L. Dotres, 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 HEREOF 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: CITY of Doral, a municipal corporation of the State of Florida

By: Zeida C. Sardiñas, CITY Manager  Date:	Attest:Connie Diaz, MMC, CITY Clerk Date:				
APPROVED AS TO INSURANCE REQUIREMENTS:	APPROVED AS TO FORM AND CORRECTNESS:				
By:	By: Lorenzo Cobiella, CITY Attorney				
DEPARTMENT OF HUMAN RESOURCES:					
Maria T. José, Human Resources Director					
For: The School Board of Miami-Dade County, Florida					
Dr. Jose L. Dotres Superintendent's Name (Print) Superintendent's	Signature Date				
Approved as to Legal Form and Legal Sufficien	су:				
Attorney for School Board of Miami-Dade County, Florida	Date				
Reviewed and Approved:					
Risk Management / Miami-Dade County Public Schools	Date				

Please return an original digital signed copy to: Miami-Dade County Public Schools

Miami-Dade County Public Schools Office of Education Access 1450 N.E. 2<sup>nd</sup> Avenue Miami, FL 33132

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Attachments:	M-DCPS Academic Year Internship Provider Ha	andbook	
Office of Educa	tion Access:		
Dr. Jennifer M.	Murray, Administrative Director		Date

Attachments: M-DCPS Academic Year Internship Provider Handbook