

**RESOLUTION NO. 2019-30958**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN THE FORM ATTACHED TO THIS RESOLUTION, AN AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY SCHOOL BOARD TO PROVIDE DUAL ENROLLMENT COURSES FOR THE 2019-2020 SCHOOL YEAR, THROUGH MIAMI-DADE COLLEGE, FOR COLLEGE CREDIT FOR EIGHTH GRADE STUDENTS ATTENDING MIAMI BEACH NAUTILUS MIDDLE SCHOOL F/K/A NAUTILUS MIDDLE SCHOOL, MIAMI BEACH FIENBERG-FISHER K-8 CENTER F/K/A AS FIENBERG FISHER K-8 CENTER, AND FOR 9TH, 10TH, 11TH AND 12TH GRADE STUDENTS ATTENDING MIAMI BEACH SENIOR HIGH, IN AN AMOUNT NOT TO EXCEED \$28,000 ("CITY'S CONTRIBUTION"); AND APPROVING THE FUNDING OF THE CITY'S CONTRIBUTION FOR THE 2019-2020 SCHOOL YEAR FROM THE CITY'S 2018-2019 FY BUDGET; AND APPROVING THE CITY'S CONTRIBUTION TO THE PROGRAM FOR EACH SUBSEQUENT SCHOOL YEAR, SUBJECT TO FUNDING APPROVAL DURING THE CITY'S BUDGETARY PROCESS AND PROVIDED THAT THE CITY'S CONTRIBUTION AMOUNT DOES NOT EXCEED \$28,000; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE ANY AND ALL REQUIRED AGREEMENTS AND DOCUMENTS TO IMPLEMENT THE PROGRAM.**

**WHEREAS**, the Education Compact with Miami-Dade County Public Schools ("M-DCPS"), established on January 16, 2008 ("Education Compact"), includes the outcome to increase academic support and achievement; and

**WHEREAS**, the Education Compact reflects the desire of the Miami Beach community to support excellence in the City's public schools to improve educational opportunities for youth; and

**WHEREAS**, the graduation rate at Miami Beach Senior High School (MBSH) in 2016 was 82.5%, a 16.2% increase from 2011; and

**WHEREAS**, in order to increase academic support and achievement, the Education Compact seeks to identify and pursues the implementation of best practices strategies to increase the graduation rate at MBSHS; and

**WHEREAS**, dual enrollment is a program that allows eligible high school and middle school students currently attending accredited Miami-Dade County public schools, private high schools, or home schools, to enroll in a college course while attending high school or middle school; and

**WHEREAS**, the credits that students earn in the dual enrollment program must be applicable toward a high school diploma and postsecondary educational title, such

as the college associate, a baccalaureate degree, or a technical certificate; and

**WHEREAS**, students in 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup> grades that are enrolled in M-DCPS are eligible to participate in dual enrollment programs and must meet specific criteria; and

**WHEREAS**, due to state funding changes for dual enrollment courses in July 2013, M-DCPS is responsible for reimbursing colleges for instructor and administrative fees; therefore, limiting the number of courses offered due to available funding and credentialing limitations of instructional school staff; and

**WHEREAS**, Miami Dade College ("MDC") currently offers a dual enrollment courses in approximately 34 out of 53 high schools and two (2) middle schools across Miami -Dade County; and

**WHEREAS**, at the January 31, 2014 Miami Beach City Commission Retreat, the Key Intended Outcomes ("KIO") in the City's Strategic Plan were discussed and amendments to the priority outcomes of the Mayor and City Commission were formally adopted on March 5, 2014 pursuant to Resolution No.2014-28525; and

**WHEREAS**, Resolution No. 2014-28525 established the KIO to "Induce Public School Accountability Mainly at Middle School" and to "Achieve Educational K-12 Excellence"; and

**WHEREAS**, the City of Miami Beach has supported dual enrollment at Miami Beach Senior High School since Spring, 2015 for 11<sup>th</sup> and 12<sup>th</sup> graders through Florida International University; and

**WHEREAS**, prior to the City providing this enhancement, dual enrollment was not offered by the high school or offered sporadically; and

**WHEREAS**, since the implementation of the program, in Spring 2015, there was a financial savings, in the amount of \$440,907.39 (based on 2016-2017 Florida State tuition rates), to Miami Beach families for those children choosing to enroll in dual enrollment courses; and

**WHEREAS**, dual enrollment courses save students and parents money, as dual enrollment students are exempt from paying application, registration, tuition, laboratory, and special fees if the classes taken are being used toward high school graduation; and

**WHEREAS**, at the July 6, 2016 Finance and Citywide Projects Committee ("FCWPC") meeting, the committee recommended accepting the enhancement request of \$13,000 to expand dual enrollment options at Nautilus Middle School and Miami Beach Senior High School, through a partnership between the City, Miami Dade College, and Miami-Dade County Public Schools via the Education Compact Fund; and

**WHEREAS**, at the July 13, 2016 City Commission meeting, a discussion relating to the expansion of dual enrollment options at Nautilus Middle School and Miami Beach Senior High School, was referred to the Neighborhoods/Community Affairs Committee ("NCAC");

**WHEREAS**, at its July 15, 2016 meeting, the NCAC unanimously recommended the enhancement in the City's 2016-2017 fiscal budget; and

**WHEREAS**, at its July 22, 2016 meeting, the FCWPC unanimously recommended expanding the dual enrollment program; and

**WHEREAS**, on August 26, 2016, the Mayor and City Commission adopted Resolution Number No. 2016-29537, accepting the recommendations of the FCWPC and the NCAC, and authorizing the City to execute an agreement with Miami Dade College and M-DCPS, to provide dual enrollment courses taught at Miami Beach Senior High School (the "High School"), for 9<sup>th</sup> and 10<sup>th</sup> grade students attending the High School, and at Nautilus Middle School (the "Middle School"), for 8<sup>th</sup> grade students attending the Middle School and Fienberg Fisher K-8 Center during the 2016-2017 school year; and

**WHEREAS**, on January 4, 2017, the City, M-DCPS, and Miami Dade College executed an agreement to provide these dual enrollment courses, providing for a total City contribution of \$13,000 in fiscal year 2016-2017; and

**WHEREAS**, on December 10, 2018, the City and M-DCPS executed another Agreement to provide these dual enrollment courses, providing for a total City contribution of \$28,000 in fiscal year 2018-2019; and

**WHEREAS**, on June 5, 2019, the Miami Dade County Public School Board adopted a resolution relating to Item D-67, renaming Biscayne Elementary School to Biscayne Beach Elementary School; South Pointe Elementary to Miami Beach South Pointe Elementary; Nautilus Middle School to Miami Beach Nautilus Middle School; and Fienberg Fisher K-8 Center to Miami Beach Fienberg Fisher K-8; and

**WHEREAS**, the Administration recommends the City continue the program and contribute a total amount of \$28,000 for instructor salaries ("City's Contribution"), with M-DCPS contributing approximately \$18,000 for textbooks, based on six (6) classes for the 2019-2020 School Year and subsequent school years, subject to funding approval during the City's annual budgeting process; and

**WHEREAS**, the Administration recommends that the Mayor and City Commission approve, in substantial form, the agreement, incorporated herein by reference and attached hereto as Exhibit "1."

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission hereby approve, in the form attached to this Resolution, an agreement between the City of Miami Beach and Miami-Dade County School Board to provide dual enrollment courses for the 2019-2020 School Year, through Miami Dade College, for college credit for eighth grade students attending Miami Beach Nautilus Middle School f/k/a Nautilus Middle School, Miami Beach Fienberg Fisher K-8 center f/k/a Fienberg Fisher K-8 Center, and for 9th, 10th, 11th and 12th grade students attending Miami Beach Senior High School, in an amount not to exceed \$28,000 ("City's Contribution"); and approving the funding of the City's Contribution for the 2019-2020 School Year from the City's 2018-2019 FY budget; and approving the City's Contribution to the program for each subsequent school year, subject to funding approval during the City's budgetary process and provided that the City's contribution amount does not exceed \$28,000; and further authorizing the City Manager and City Clerk to execute any and all required agreements and documents to implement the program.

**PASSED and ADOPTED** this 11th day of September 2019.


**ATTEST:**

  
9/16/19  
Rafael E. Granado, City Clerk

  
Dan Gelber, Mayor



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney  
9-10-19  
Date



# MIAMI BEACH

## **COMMISSION MEMORANDUM**

TO: Honorable Mayor and Members of the City Commission  
FROM: Jimmy L. Morales, City Manager  
DATE: September 11, 2019

**SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN THE FORM ATTACHED TO THIS RESOLUTION, AN AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY SCHOOL BOARD TO PROVIDE DUAL ENROLLMENT COURSES, THROUGH MIAMI-DADE COLLEGE, FOR COLLEGE CREDIT FOR EIGHTH GRADE STUDENTS ATTENDING NAUTILUS MIDDLE SCHOOL AND FIENBERG-FISHER K-8 CENTER, AND FOR 9TH, 10TH, 11TH AND 12TH GRADE STUDENTS ATTENDING MIAMI BEACH SENIOR HIGH SCHOOL FOR THE 2019-2020 SCHOOL YEAR, IN AN AMOUNT NOT TO EXCEED \$28,000 ("CITY'S CONTRIBUTION"); AND APPROVING THE FUNDING OF THE CITY'S CONTRIBUTION FOR THE 2019-2020 SCHOOL YEAR FROM THE CITY'S 2018-2019 FY BUDGET; AND APPROVING THE CITY'S CONTRIBUTION TO THE PROGRAM FOR EACH SUBSEQUENT SCHOOL YEAR, SUBJECT TO FUNDING APPROVAL DURING THE CITY'S BUDGETARY PROCESS AND PROVIDED THAT THE CITY'S CONTRIBUTION AMOUNT DOES NOT EXCEED \$28,000; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE ANY AND ALL REQUIRED AGREEMENTS AND DOCUMENTS TO IMPLEMENT THE PROGRAM.**

### **RECOMMENDATION**

Support the partnership for the 2019-20 school year with MDCPS to provide dual enrollment courses through Miami Dade College and subsequent school years subject to approval of the budget each fiscal year during the City's budgetary process.

### **ANALYSIS**

The City of Miami Beach has maintained a partnership with Miami-Dade County Public Schools (MDCPS) to provide dual enrollment classes through Florida International University and Miami Dade College to students at Miami Beach Senior High School, Nautilus Middle School, and Fienberg Fisher K-8 Center.

The interest and success of students at our high school and middle school in dual enrollment classes has resulted in a 250 percent increase in the number of classes from the 2015-16 to 2018-19 school years. The chart below provides information on the number of course and class sections available to

students following the implementation of the partnership in Fall 2014, as well as the financial savings to Miami Beach families for those children choosing to enroll in dual enrollment classes offered at Miami Beach public schools funded by the city. Additionally, these classes support class size reduction efforts.

School Year	# of Dual Enrollment Courses	# of Class Sections Available	# of Students Participating	Per Credit Cost	Savings to City of Miami Beach Families
Fall 2014	0	0	0		\$ -
Spring 2015	3	4	104	\$ 216.55	\$ 80,043.60
Fall 2015	2	4	123	\$ 216.55	\$ 94,666.95
Spring 2016	4	6	138	\$ 216.55	\$ 106,211.70
Fall 2016	4	6	125	\$ 218.53	\$ 96,948.75
Spring 2017	7	9	181	\$ 218.53	\$ 140,381.79
Fall 2017	7	12	217	\$ 218.53	\$ 168,303.03
Spring 2018	9	15	257	\$ 218.53	\$ 199,326.63
Fall 2018	9	16	413	\$ 257.87	\$ 369,060.93
Spring 2019	13	19	412	\$ 257.87	\$ 368,167.32
<b>Total</b>	<b>58</b>	<b>91</b>	<b>1,970</b>		<b>\$ 1,623,110.70</b>

Funding to support and expand the partnership in the 2018-19 school years includes an estimated City contribution of \$70,000 for instructor salaries and M-DCPS estimated contribution of \$99,000 for textbooks.

The dual enrollment program at Miami Beach Senior High School and Nautilus Middle School allows eligible students to enroll in a college course and high school class simultaneously. The credits the students earn are used towards both a high school diploma and are acceptable towards a college Associate or Bachelor degree, or technical certificate. The benefits of offering dual enrollment courses to high school and middle school students include:

- Saves students and parents money, as dual enrollment students are exempt from paying application, registration, tuition, laboratory, and special fees if the classes taken are being used toward high school graduation
  - Enriches the course opportunities for outstanding high school / middle school students
  - Shortens the time to attain a college degree
  - Provides students with college credit that is transferable to a college or university
  - Allows grades earned to become part of the students' permanent transcripts
- Dual enrollment course offerings include, but are not limited to, the following for the 2018-19 school years:

- Introduction to Sociology

- Social Problems
- Introduction to Entrepreneurship
- Teaching Diverse Populations
- Criminal Justice
- Music Appreciation and Literature
- Introduction to Hospitality
- Writing in Rhetoric I & II
- Student Life Skills
- French I & II
- Criminology
- Introduction to Business
- Approaches to Literature
- Strategies for Success
- Public Speaking
- Individuals and Society

We will continue to support our strategic outcome to achieve K-12 public school excellence through our Education Compact.

#### **KEY INTENDED OUTCOMES SUPPORTED**

Achieve Educational (K-12) Excellence

#### **Legislative Tracking**

Organizational Development and Performance Initiatives

#### **ATTACHMENTS:**

##### **Description**

- ▢ MDC Agreement Dual Enrollment
- ▢ Form Approved Resolution

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date,"), by and between

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

(hereafter referred to as "M-DCPS")

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

Office of Academics and Transformation

Division of Academics

1450 N.E. 2<sup>nd</sup> Avenue

Miami, Florida 33132

and

### **THE CITY OF MIAMI BEACH, FLORIDA**

(hereinafter referred to as "CMB")

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

1700 Convention Center Drive, Miami Beach, FL 33139

**WHEREAS**, to promote educational opportunities through the dual enrollment program in Miami-Dade County, MDC and M-DCPS entered into the 2019-2020 Dual Enrollment Articulation Agreement (the "Articulation Agreement") in July 2019, which is attached as Exhibit A and incorporated herein by reference into this Agreement; and

**WHEREAS**, through this Agreement, in partnership with M-DCPS, CMB seeks to combine its resources with M-DCPS and MDC in order to increase the competitiveness of the students attending Miami Beach Senior High School by nurturing and supporting the dual enrollment programs at Miami Beach Senior High School (the "High School") and Nautilus Middle School (the "Middle School"); and

**WHEREAS**, this Agreement provides the guidelines for CMB to financially support the dual enrollment courses at the High School and the Middle School.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1 – RECITALS AND DEFINITIONS**

- 1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference. The provisions of this Agreement are subject to the provisions of the Articulation Agreement.
- 1.02 **K-8 Center.** Fienberg Fisher K-8 Center (the “K-8 Center”), a public school which matriculates students from kindergarten to 8<sup>th</sup> grade, located at 1420 Washington Avenue, Miami Beach, Florida 33139.
- 1.03 **MDC Faculty.** A full-time or part-time member of the teaching faculty of MDC.
- 1.04 **High School.** Miami Beach Senior High School (the “High School”), a secondary school located at 2231 Prairie Avenue, Miami Beach, Florida 33139.
- 1.05 **Middle School.** Nautilus Middle School (the “Middle School”), a middle school located at 4301 North Michigan Avenue, Miami Beach, Florida 33140.
- 1.06 **High School Teacher(s) and Middle School Teacher(s).** A Miami-Dade classroom teacher, as defined in Section 1012.01(2)(a), Florida Statutes, as may be amended, who is employed on a full-time basis at Miami Beach Senior High School or Nautilus Middle School.

## **ARTICLE 2 – SPECIAL CONDITIONS**

- 2.01 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and end on June 30, 2020, unless this Agreement is terminated or the Articulation Agreement is terminated, whichever may occur first. This Agreement may be renewed for additional periods of time upon the mutual written consent of each Party to this Agreement and subject to such terms and conditions as the Parties shall determine in writing.

In support of the objectives of this Agreement to expand the opportunities of the students of the High School, Middle School, and K-8 Center by enhancing and expanding the existing dual enrollment program at the High School and the Middle School, as a condition to renewing this Agreement for an additional period, CMB may request that M-DCPS consider: 1) increasing the number of credentialed High School Teachers and Middle School Teachers; 2) increasing the number of dual enrollment courses offered at the High School and the Middle School; and/or 3) increasing the scope of course subjects being offered at the High School and the Middle School.

**2.02 Joint Responsibilities.** M-DCPS and CMB shall maintain responsibility for implementing the various components of this Agreement as delineated in this Agreement and the Articulation Agreement.

**2.03 MDC Courses offered on the High School and the Middle School Campuses.**

CMB will provide financial support to M-DCPS, as set forth below, for eligible students to engage in a rigorous curriculum at the High School and Middle School that integrates the core academics necessary to a four (4) year degree and also count toward a high school diploma. Priority registration will be provided to 8<sup>th</sup> grade students attending the Middle School and K-8 Center for classes taught at the Middle School, and to 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> students attending the High School for classes taught at the High School. M-DCPS agrees to permit students enrolled at the High School, Middle School, and K-8 Center (or who otherwise qualify pursuant to Section 1007.271, Florida Statutes) who meet the eligibility requirements outlined in the Articulation Agreement, to dually enroll in MDC courses offered at the High School or Middle School, as applicable. The dual enrollment course offerings at the High School and Middle School shall be set forth in a Memorandum of Understanding ("School MOU") signed by their respective school principals and the MDC Campus President, as stipulated in the Articulation Agreement. An exception to the School MOU and this Agreement is that the Student Life Skills (SLS) course may not be offered on-site at the High School or Middle School due to the lower entry requirements. Additionally, only courses providing a minimum of three (3) credits per course will be funded by CMB. Additionally, no courses that require a pre-requisite class may be offered, only general Dual Enrollment classes with no pre-requisite class may be funded by the City.

M-DCPS agrees to permit eligible 8<sup>th</sup> grade students attending the Middle School and K-8 Center to attend dual enrollment courses at the Middle School.

A. **Marketing.** M-DCPS, and the CMB will work collaboratively to market the programs, provide staff development, transition students, evaluate courses, and assess overall results.

B. **Payment.** The fees for the dual enrollment classes will be allocated as follows:

1. M-DCPS shall reimburse MDC for the provision of dual enrollment courses at the High School and Middle School, at the rates and in the manner stipulated in the Articulation Agreement.
2. M-DCPS shall invoice CMB to reimburse it for the provision of dual enrollment courses at the High School and Middle School for students attending MDC's dual enrollment courses. The total amount of



reimbursements paid by CMB to M-DCPS under this Agreement ("CMB Contributions"), shall be paid within thirty (30) days from receipt of a detailed invoice from M-DCPS, setting forth the breakdown of the charges and the number of registered students for each course. CMB Contributions shall not exceed \$28,000.00, or the cost of six (6) three-credit courses, whichever is less, in each fiscal year (from October 1 – September 30). Funding for the CMB Contributions for the 2019-20 school year has been approved by CMB and incorporated into the CMB 2019-20 fiscal year budget. Thereafter, funding for the CMB Contributions shall be subject to budget appropriation and funding approval by the City Commission for each fiscal year.

3. M-DCPS shall provide a copy of the invoice for the courses taught at the High School and Middle School each semester/term to CMB, upon CMB's request.
4. Regardless of the amount of or the timing of payment of CMB Contributions, M-DCPS shall remain liable for reimbursing MDC for the provision of dual enrollment courses at the High School and Middle School, in accordance with the terms of this Agreement and in accordance with the Articulation Agreement in the event CMB funding is not sufficient or available.
5. CMB is not responsible for paying any costs or additional fees to MDC or M-DCPS for dual enrollment courses provided at the High School and Middle School by High School Teachers or Middle School Teachers, M-DCPS is responsible for material and supply costs in accordance with the Articulation Agreement.
6. It is anticipated that the cost for the student instructional material costs will be \$18,000 for Fall, 2019 and Spring, 2020, based upon 150 enrolled students in six (6) dual enrollment classes. Actual costs will be based on the actual cost for the classes and instructional materials.

**2.05 Policies and Procedures at the High School and Middle School.** Prior to commencing any class at the High School or Middle School, an adjunct instructor shall meet with the principal of the High School or Middle School, as applicable to discuss and acknowledge any site specific policies and procedures of the High School or Middle School, with which the adjunct instructor must comply including, without limitation, the Miami-Dade County public school attendance policies and procedures.

**2.06 Course Selection and Scheduling.** The High School or Middle School principal shall select the dual enrollment courses to be taught at the High School or Middle School, as

applicable, provided that the courses are selected from the dual enrollment courses identified in the Articulation Agreement, and the selected courses are do not require a prerequisite course. The High School is responsible for ensuring that the student placement variables are provided to Miami Dade College prior to scheduling the dual enrollment course. These variables include identifying qualified students and providing the adjunct instructor with the class schedule. The dual enrollment courses shall be accessible to all university/college eligible students and may not be restricted to students enrolled in a specific high school academy or program at the High School. The adjunct instructor shall strictly adhere to the 2019-2020 Miami-Dade County Public Schools calendar and schedule, a copy of which is attached hereto as Exhibit B. The adjunct instructor shall provide instruction every available school day for the fall semester, from August 19, 2019 through January 16, 2020, and for the spring semester, from January 17, 2020 through June 3, 2020.

**2.07 Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the representatives designated below by each Party (unless changed by written notice in compliance with the provisions of this paragraph):

**To M-DCPS:**

Alberto M. Carvalho  
Superintendent of Schools  
Miami-Dade County Public Schools  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 912  
Miami, Florida, 33131

**With a copy to:**

Ms. Lisette M. Alves  
Assistant Superintendent  
Office of Academics and Transformation  
Division of Academics  
Miami-Dade County Public Schools  
1501 N.E. 2<sup>nd</sup> Avenue, Suite 327-K  
Miami, Florida, 33131

**And a copy to:**

Walter Harvey  
School Board Attorney  
Miami-Dade County Public Schools  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 430  
Miami, Florida, 33131

**To CMB:**

Jimmy Morales  
City Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**With a copy to:**

Dr. Leslie Rosenfeld  
Chief Learning Development Officer  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**And a copy to:**

Raul Aguila  
City Attorney  
City of Miami Beach  
1700 Convention Center Drive-4<sup>th</sup> Floor  
Miami Beach, Florida 33139

### **ARTICLE 3 – GENERAL CONDITIONS**

**3.01 Independent Contractor.** The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. No Party, nor its respective agents, employees, subcontractors or assignees, shall represent to others that it has the authority to bind any other Party unless specifically authorized in writing to do so. No employee of one Party has the right to the retirement, leave benefits, or any other benefits that may exist for the employees of another Party as a result of the performance of any duties or responsibilities under this Agreement. No Party shall be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for any other Party or their respective officers, employees, agents, subcontractors or assignees.

**3.02 Default, Termination and Suspension.** If any Party defaults under the terms and conditions of this Agreement, and such default is not cured by such Party within thirty (30) days after receipt of written notice thereof, then the other Parties shall be entitled to pursue any and all remedies available at law or in equity. Any Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Parties, for default.

Each Party reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days' prior written notice to the other Parties.

1. If said Agreement should be terminated for convenience by M-DCPS as provide herein, M-DCPS shall only be required to pay MDC for the amount for services performed prior to termination of the Agreement and shall be relieved of all obligations under this Agreement. Accordingly, CMB shall only be required to pay M-DCPS for the amount of services performed, subject to the provisions of Section 2.03(B).
2. If said Agreement should be terminated for convenience by the CMB as provide herein, CMB shall be required to pay the M-DCPS for the dual enrollment three-credit courses taught through the end of the Spring 2019 semester, and CMB shall be relieved of all obligations under this Agreement once the semester courses have been completed and classes have concluded.

Upon receipt of a notice of termination, the nonterminating Parties shall cease incurring additional obligations under this Agreement. However, the terminating Party shall allow the nonterminating Parties to incur all necessary and proper costs which the nonterminating Party cannot reasonably avoid during the termination process.

**3.03 Annual Appropriation.** The performance and obligations of all Parties under this Agreement shall be contingent upon an annual budgetary appropriation by their respective governing bodies and, in the case of M-DCPS, the allocation of funds for schools and state colleges by the State of Florida. If any Party's annual budgetary appropriation or allocation of funds to fulfill its obligations pursuant to this Agreement is insufficient, this Agreement may be terminated by that Party at the end of the period for which funds have been appropriated or allocated. That Party shall notify the other Parties at the earliest possible time before such termination.

**3.04 Excess Funds.** If M-DCPS determines that pursuant to this Agreement it erroneously received or was overpaid funds from M-DCPS or CMB, respectively, then the recipient of such funds agrees to promptly notify M-DPCS or CMB, respectively, upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to M-DCPS or CMB, as applicable.

**3.05 Public Records.** Pursuant to Section 119.0701, Florida Statutes, any Party contracting with M-DCPS, MDC, or CMB is required to: (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement for a period of five (5) years; (b) provide such public records and at a cost in accordance with Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records, transfer records, at no cost, to M-DCPS, or CMB, as applicable, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements in accordance with State of Florida records retention law and regulations. Each

Party shall be responsible for compliance with any public records request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each Party acknowledges that this Agreement, and all attachments thereto, are public records and do not constitute trade secrets.

IF MDCP-S OR CMB HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE M-DCPS CUSTODIAN OF PUBLIC RECORDS AT: 305-995-1128, prr@dadeschools.net, and 1450 N.E. 2<sup>nd</sup> Avenue, Miami, Florida 33132; OR THE CMB CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH  
ATTENTION: CITY CLERK  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FLORIDA, 33139  
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV  
PHONE: 305-673-7411

**3.06 Student Records.** It is the Parties understanding that CMB shall not have access to student records. However, if CMB does have access to student records, it shall agree to comply with all applicable federal and state laws and regulations and M-DCPS policies and procedures regarding the confidentiality, maintenance and disclosure of such records.

M-DCPS agree to follow the terms and conditions for this provision already in place for the Articulation Agreement.

**3.07 Indemnification.** Each Party agrees to be fully responsible for its acts of negligence or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Notwithstanding the foregoing, each Parties' indemnification herein is subject to applicable laws, including, but not limited to, Section 768.28, Florida Statutes, as may be amended, and the limitations, restrictions, and defenses therein.

Nothing contained herein shall constitute a waiver of sovereign immunity by any of the Parties to this Agreement as it may be applicable or of any rights or limits to liability existing

under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**3.08 Place of Performance.** Students enrolled pursuant to this Agreement will attend classes at the High School or Middle School, as appropriate.

**3.09 Governing Law and Venue.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. This Agreement shall be construed in accordance with the Laws of the State of Florida. The venue for any dispute with respect to this Agreement shall be in Miami-Dade County, Florida. M-DCPS, and CMB shall be responsible for their respective attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

**3.10 Entirety of Agreement.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**3.11 Binding Effect.** The terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon M-DCPS and CMB hereto and their successors and assigns.

**3.12 Assignment.** Neither M-DCPS nor CMB shall assign, sublet, pledge, surrender, transfer, or otherwise encumber or dispose of this Agreement, or any interest it may have hereunder, without prior written consent of the other parties to this Agreement, which consent may be withheld by M-DCPS or CMB, respectively, in their sole discretion.

**3.13 Incorporation by Reference.** Appendix A, attached hereto and referenced herein, shall be deemed to be incorporated into this Agreement by reference.

**3.14 Captions.** The titles or headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

**3.15 Severability.** Should any provision or part of any provision of this Agreement be found to be illegal, invalid, legally unenforceable, and/or against public policy, such that the material provisions of this Agreement (e.g. the provision of dual enrollment courses at the High School or Middle School or the payment for the dual enrollment courses), are not affected



thereby, such enforceability shall not prevent enforcement of the remaining provisions or parts of the Agreement. If any material provision of this Agreement is found to be illegal, invalid, legally unenforceable or against public policy, then the entire Agreement is voidable at the option of any Party.

**3.16 Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and this resulting Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**3.17 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by each Party hereto. The City Manager of the City of Miami Beach, Florida, on behalf of CMB, shall be authorized to execute any amendment or extension of this Agreement. The Superintendent of Schools or his Designee of the School Board of Miami-Dade County, on behalf of M-DCPS, shall be authorized to execute any amendment or extension of this Agreement.

**3.18 Waiver.** There shall be no waiver of the right of any Party to demand performance of any of the provisions, terms and covenants of this Agreement nor shall there be a waiver of any breach, default or nonperformance hereof by any Party, unless such waiver is explicitly made in writing by the such Party.

**3.19 Force Majeure.** No fault, delay, or failure to perform on the part of any Party to this Agreement shall be considered a default, delay or failure to perform, if such a default, delay or failure to perform is due to causes beyond the Party's reasonable control (e.g., hurricane and other acts of God, war, terrorist attacks). In the event of such default, delay, or failure to perform, the performance of the provisions contained herein will be extended upon mutual agreement of all Parties.

**3.20 Survival.** All representations and warranties made herein, regarding indemnification obligations, obligations to reimburse M-DCPS or CMB, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements and obligations to return public funds shall survive the termination of this Agreement.

**3.21 Conflict.** If there is a conflict between the provisions of the Articulation Agreement and this Agreement, the provisions of the Articulation Agreement shall control. This

Agreement may be modified by the Parties to comply with any applicable statutory requirement of the State of Florida or the State of Florida Department of Education, as may be applicable.

**3.22 Authority.** Each person signing this Agreement on behalf of each Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

The Parties hereto have made and executed this Agreement on the date last signed below.

**(The remainder of this page has been intentionally left blank)**

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

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

By: \_\_\_\_\_  
Alberto M. Carvalho  
Superintendent of Schools or his Designee

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Marie Izquierdo  
Chief Academic Officer  
Office of Academics and Transformation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Iraida Mendez-Cartaya  
Associate Superintendent  
  
Office of Intergovernmental Affairs,  
Grants Administration, and  
Community Engagement

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
School Board Attorney

Date: \_\_\_\_\_

**FOR THE CITY OF MIAMI BEACH:**

THE CITY OF MIAMI BEACH:


By: \_\_\_\_\_  
Jimmy L. Morales, City Manager

ATTEST:

By: \_\_\_\_\_  
Rafael E. Granado, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

8/5/19  
Date

**Exhibit A**

**2019-2020 Dual Enrollment Articulation Agreement  
(the "Articulation Agreement")**