



AFFILIATING AGREEMENT FOR SERVICES

ON-CAMPUS

☒ **OFF-CAMPUS**

This Affiliating Agreement is entered into on this 16 day of December, 20 24 by and

Dade County, Florida, hereinafter referred to as School Board for North Miami Adult Education Center.
District School(S)/Department

The agreement shall commence on 04/21/2025 and shall terminate on 06/30/2027. In the event of an issue involving health, safety or welfare of Program participants, The School Board may terminate the Agreement immediately.

Will Student Data be shared with Organization? ☐ Yes ☒ No

School Years which data will be shared: _____. In the event the data is not available prior to natural termination of the Agreement this provision, the Data Sharing Exhibit and the parental consent shall govern the sharing of data and survive the termination of this Agreement.

The North Miami Public Library provides library services to all residents in the community. These services include but are not limited to: circulation procedures, data research, technology usage, and adult education classes.

SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

Eugenie Laguerre, Assistant Principal
Contact Person

305-891-6774

Phone Number

ELaguerre@dadeschools.net

Email Address

DESCRIPTION OF WHAT THE SCHOOL BOARD WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

The Organization agrees it shall provide supervision and security for all students participating in their program and/or who are under the Organization's care throughout the duration of the program. The Organization agrees the School Board has no responsibility for supervision or care for students throughout the duration of the program.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullWidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://www.myflfamilies.com/service-programs/child-care/child-care-licensure.shtml>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. In the event that a danger to student health, safety or welfare exists, at the sole discretion of the School Board, this contractual agreement will be terminated immediately.

WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party as set forth below. To the Organization as set forth in page 1 of this Agreement. As to the School Board to the Superintendent of Schools, General Counsel, and the contact person as set forth in page 1 to 1450 NE 2 Avenue, Miami, Florida 33132.

INDEMNIFICATION

To the fullest extent permitted by law, the Organization shall indemnify, hold harmless, and defend the School Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, and losses, arising out of, resulting from or incidental to Organization's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Organization or other persons employed or utilized by the Organization in the performance of this Agreement. In the event of a third-party claim, the Organization agrees, at its own expense, and upon written request by the School Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from, or

incidental to Organization's performance under this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement otherwise available to the Organization. The provisions of this Section are intended to require the Organization to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Organization shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto. Failure to honor a request by the School Board for complete indemnification constitutes a material breach of this Agreement and may result in immediate termination of not only this Agreement, but any and all other Agreements that the parties may have together, at the sole option of the School Board. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

GOVERNING LAW & 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 attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. Organization attests it is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. I hereby attest that all services provided to students are free of charge and will not be billed to parents or guardians or any third party.

DISCLOSURE

DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at www.neola.com/miamidade-fl Organizations are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this Agreement for the Organization, and who are currently employed or have been employed by the School Board **within the last two (2) years**. Such disclosures will be in accordance with current School Board Policies as listed below. Written approval by the Superintendent for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employee's services.

NAME

LIST OF POSITIONS

DATES EMPLOYEE HELD POSITION

DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS

Organizations entering into an Agreement with School Board must be in conformance with the MDCPS Conflict of Interest policies available at www.dadeschools.net. Organization must disclose the names of any of its company directors or officers who serve on any School Board Committees, Task Force or Associations. Does the Firm or any Employee, Agent, or Associate of the Organization (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

<input type="checkbox"/> No <input type="checkbox"/> Yes If answer is yes please complete the following: Name of Director(s) or Officer(s)		
Employee Name	Current Firm Title	Name of MDCPS Committee, Task Force, Association

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records. If Organization receives student data Organization shall abide by all Data Sharing terms and conditions attached hereto and incorporated herein.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required

by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations 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 Organization 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. Organization 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 Organization does not transfer the records to the public agency. The Organization 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)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization 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 ORGANIZATION 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, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

BACKGROUND SCREENING

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Organization agrees that Organization and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Organization agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A Non-Instructional Contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying

information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Organization/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Organization agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Organization agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Organization further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Organization to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

Parties further agree that failure by Organization to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall

provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Organization.

Verification of Coverage: Proof of the required insurance must be furnished by the Organization to The School Board's Risk Management Department by Certificate of Insurance within thirty (30) days of the date of this Agreement. To automate this process, the School Board has partnered with a third-party administrator. to collect and verify insurance documentation through CTrax software services.

The Organization is required to e-mail a current COI to: riskcontracts@dadeschools.net

Email subject should read "INSERT ORGANIZATION NAME" COI

Include in the body of the e-mail the information below so your vendor account may be created in CTrax.

Organization Representative Name " "

Organization Representative Phone number " "

Organization Representative Email " "

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Organization's obligation to indemnify and defend the School Board and the obligation to maintain student records confidential, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Organization under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

ENTIRE AGREEMENT

It is understood and agreed that this Agreement, Sections 1 and 2 and all Exhibits referenced contain the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein. Organization represents that the individual signing this Agreement on its

City of North Miami

Organization Name

Page 8 of

behalf has the authority to do so and to so legally bind the party. Organization represents that the execution, delivery and performance of this Agreement by the Organization has been fully and validly authorized by all necessary corporate action.

Organization Representative Signature

Date

Anna-Bo Emmanuel, Interim City Manager

Print Name & Title

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee Signature

Date

Chief Administrator/Region Director Signature

Date

Principal/Originating Department Signature

Date

Risk Management Signature

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

General Counsel Signature

Date

CITY OF NORTH MIAMI:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau
City Attorney

ATTEST:

By: _____
Vanessa Joseph, Esq.

City Clerk

ATTACHMENT

Section 1

DESCRIPTION OF WHAT NORTH MIAMI ADULT EDUCATION CENTER WILL PROVIDE:

North Miami Adult Education Center will provide qualified instructors to teach English Speaker of Other Languages. Provide educational instruction in accordance with ss1004.93, Florida Statutes, Title XLVIII.

Section 2

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

Your organization will:

- Provide a room that will accommodate 20 or more students in an area that will have little to no disruptions (e.g., classroom, activity room, auditorium, etc.)
- Provide electricity, furniture and any custodial services that are needed and/or required.
- Provide teachers access to a telephone for local calls.
- Notify the school in the event of any special activities or events that will disrupt the normal schedule of class.
- Have a classroom set up prior to the scheduled class time.