

Mercedes Toural, Chief Education Officer  
and Deputy Superintendent of Schools

**SUBJECT:           REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO  
ENTER INTO A COOPERATIVE AGREEMENT WITH MIAMI  
DADE COLLEGE TO ALLOW MIAMI DADE COLLEGE DENTAL  
HYGIENE STUDENTS TO CONDUCT DENTAL SCREENINGS AT  
BISCAYNE ELEMENTARY SCHOOL**

**COMMITTEE:       EDUCATION AND SCHOOL OPERATIONS**

The North Beach Health Coalition requests that Miami-Dade County Public Schools enter into a cooperative agreement with Miami Dade College so that 40 senior dental hygiene students from Miami Dade College be allowed to conduct dental screenings on students in kindergarten through fourth grade at Biscayne Elementary School.

The dental hygiene students will determine with visual observation only (no instruments will be utilized) if the child needs immediate restorative treatment, a dental cleaning, and/or homecare instructions. Each child will also receive instructions on how to properly brush his/her teeth. The dental hygiene program coordinator and the supervising dentist will accompany the dental hygiene students.

The school shall obtain a consent form signed by the parent/guardian for the student to participate in the dental screening. The office of Risk and Benefits Management reviewed and approved this cooperative agreement.

The spokesperson for North Beach Health Coalition is Ms. Begonia Calcerrado.

There is no cost to the district.

**RECOMMENDED:**   That The School Board of Miami-Dade County, Florida, authorize the Superintendent to enter into a cooperative agreement with Miami Dade College to allow dental hygiene students to conduct dental screenings at Biscayne Elementary School.

There is no cost to the district.

RKF/FCS:lú

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into as of January 1, 2004 (the "Effective Date") by and between the District Board of Trustees for Miami-Dade Community College doing business as Miami Dade College ("College"), and Miami-Dade County Public Schools ("School").

### RECITALS

A. College desires that senior students enrolled in its Dental Hygiene Program ("Students") conduct visual observation, assessment and evaluation experience at the School, as outlined and described in Attachment A ("Program"); and

B. School agrees to allow the College's students ("Program Participants") to obtain visual observation, assessment and evaluation experience at its facilities in recognition of the need to train students in this discipline.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL

The School shall accept Program Participants as assigned by the College to the Program. The School's participation shall include the following:

a. Provide Program Participants with the opportunity to visually observe, assess and evaluate the dental hygiene needs of the School's elementary school students at the assigned sites ("Program Sites").

b. Allow and/or provide parking by Program Participants and College faculty at the Program Sites.

c. Program Participants and College faculty are allowed to purchase food and refreshments from the School's food facility.

g. The School reserves the right to refuse its facilities and services to any Program Participant and/or College faculty who does not: (a) meet the requisite or professional requirements of the Program; (b) comply with the School's policies, procedures and other required rules and regulations; (c) whose performance is unsatisfactory, unethical; or (d) for any other reason the School deems necessary. The School shall provide the College with reasonable written notification of its intent to remove a Program Participant or College faculty from the Program.

h. Notwithstanding Section 1 (g), the School may immediately remove from its premises any Program Participant who: poses an immediate

threat or danger to personnel, to the quality of Program or for unprofessional behavior.

## 2. RESPONSIBILITIES OF COLLEGE AND SUPERVISION OF PROGRAM PARTICIPANTS

Program Participants shall at all times be under the supervision of the College's faculty or other College personnel participating in this Program. The College's responsibilities shall also include, but not be limited to, the following:

a. Orientation of Program Participants to the School's rules, regulation and Program requirements and expectations and shall hold them responsible for same. The School will provide the College with a current set of rules and regulations at least thirty (30) days prior to the beginning of each Program start date.

b. Provision of classroom theory and instruction to Program Participants prior to their Program assignments from the College.

c. All students, faculty, employees, agents and representatives of the College participating in the Program while on the School's premises shall comply with College and the School's policies and procedures. As well as the performance of such other duties as may from time to time be agreed to in writing between the College and School.

d. The College's Dental Hygiene Program, through its faculty, maintains responsibility for the instruction and supervision of Program Participants assigned to the School for visual observation, assessment and evaluation experience.

(1) The instruction will be pertinent to the clinical objectives stated in the Program. The College's Dental Hygiene faculty will provide on-site clinical supervision of the Program Participants.

e. **Insurance.** The College agrees to maintain a self-insurance program in accordance with § 768.28, Florida Statutes, as may be amended. The insurance to be provided by the College herein shall not be modified or cancelled without thirty (30) days prior written notice to the School. A certificate of insurance or other acceptable documentation evidencing compliance with this paragraph shall be sent to the School upon request.

f. College shall advise Program Participants of the risk of exposure to infectious diseases, including, without limitation, HIV infection, during the learning experience, and that the School is not responsible for exposures.

g. **Dress Code.** School shall require Program Participants to dress in accordance with dress and personal appearance standards approved by College.

h. **Performance of Services.** All faculty provided by College shall be dully licensed, certified or otherwise qualified to participate in the Program at School. College shall have a specially designated staff for the performance of the services specified herein. College and Program Participants shall perform all duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the professional standards, which may govern the Program.

i. Program Participants shall be treated as student trainees who have no expectation of receiving compensation from the College or School.

j. Each School shall obtain a "Consent for Dental Screening" form that is signed by either the parent(s) or legal guardian(s) of each student that is examined by the Program Participants pursuant to this Agreement. The Consent for Dental Screening form is attached to this Agreement as Attachment B and shall be written on the letterhead of the school in which the examined student is enrolled.

**3. INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and that neither the College, its District Board of Trustees nor any of its agents, representatives, students or employees shall be considered the board, agents, representatives, or employees of School. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant, College personnel or student shall look to School for any salaries, insurance or other benefits. The provisions of this Section shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

**4. NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of students for participation or any aspect of the Program; provided, however that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude effective participation in the Program.

**5. TERM; TERMINATION.**

a. The initial term of this Agreement shall be from January 1, 2004 commencing the Effective Date until terminated by either party pursuant to subsection (b) of this provision.

b. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at College at the time of notice of termination shall be given the opportunity to complete the Program at School, such completion not to exceed six (6) months.

6. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to this subject matter and supersedes all prior agreements, oral or written, and all other communications between the parties relating to this matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

7. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

8. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

9. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

10. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The provisions of this Section shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

11. **ASSIGNMENT; BINDING EFFECT.** Neither the College nor the School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the non-assigning party.

12. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to College: Miami-Dade Community College  
Office of the President  
Attn: Rosa de la Torre, Contracts Manager  
950 NW 20 Street, Room 1360  
Miami, FL 33127-4622

If to School: Miami-Dade County Public Schools  
Attention: \_\_\_\_\_  
Miami-Dade County Public Schools  
1450 NE 2<sup>nd</sup> Avenue, Suite 816  
Miami, FL 33127-4622

or to such other persons or places as either party may from time to time designate by written notice to the other.

(Seal)

**FOR: DISTRICT BOARD OF TRUSTEE  
OF MIAMI-DADE COMMUNITY  
COLLEGE**

By: Castell Vaughn Bryant  
(Signature)

Print Name: Castell Vaughn Bryant, Ed.D.

Title: President, Medical Center Campus

(Seal)

**FOR: MIAMI-DADE COUNTY PUBLIC  
SCHOOLS**

By: \_\_\_\_\_  
(Signature)

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

## **ATTACHMENT A**

### **Miami Dade College, Dental Hygiene Program**

#### **Project Description:**

Miami Dade College senior dental hygiene students will conduct dental screenings on the children at Biscayne Elementary school on April 14, 2004 from 8:00 am- 12:00 pm.

#### **Objectives:**

The screenings will consist of observations of the inside of each child's mouth to ascertain their dental care needs. The dental hygiene students will determine, with visual observation only (no instruments will be utilized) if the child needs immediate restorative treatment, a dental cleaning and/or homecare instructions. Each child will also receive instructions on how to properly brush their teeth. The dental hygiene program coordinator and the supervising dentist will accompany the dental hygiene students.

#### **Supplies and Materials:**

The Miami-Dade County Health Department , through the office of School Health Program will supply the following items to Miami Dade College for this program:

- Disposable gloves
- Disposable masks
- Disposable gowns
- Disposable mouth mirrors
- Tongue blades

School Letterhead

**ATTACHMENT B**

Consent for Dental Screening

PRINT NAME OF CHILD \_\_\_\_\_ DATE \_\_\_\_\_

I, \_\_\_\_\_ hereby consent to have my child participate in the dental screening done by Miami Dade College, School of Dental Hygiene. I understand that all students in kindergarten and first through fourth grades that attend \_\_\_\_\_ Elementary School will be screened. The screening date will be \_\_\_\_\_.

I understand that this examination is merely an observation, assessment and evaluation of the general dental care needs of my child. I understand that this observation, assessment and evaluation are not substitutions for professional dental examination and necessary treatment. I further understand that the observation, assessment and evaluation services will be provided by College students under program supervision for the purpose of providing the College students with practical experience.

This screening is not mandatory; therefore I understand that if I/we do not sign this form, my/our child will not be examined.

\_\_\_\_\_  
(Parent/Legal Guardian) Print Name

\_\_\_\_\_  
(Parent/Legal Guardian) Print Name