

Mercedes Toural, Chief Education Officer  
and Deputy Superintendent of Schools

**SUBJECT:           REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO  
ENTER INTO A COOPERATIVE AGREEMENT WITH THE  
FLORIDA SCHOOL CHOICE RESOURCE CENTER (FSCRC) AT  
NOVA SOUTHEASTERN UNIVERSITY'S FISCHLER GRADUATE  
SCHOOL OF EDUCATION AND HUMAN SERVICES (FGSEHS)  
TO ESTABLISH A SATELLITE PARENT RESOURCE CENTER  
AT THE NORTH MIAMI BEACH AND KENDALL CAMPUSES OF  
NOVA SOUTHEASTERN UNIVERSITY**

**COMMITTEE:       EDUCATION AND SCHOOL OPERATIONS**

Miami-Dade County Public Schools' (M-DCPS) District ACCESS Office, Title I, and the Florida School Choice Resource Center (FSCRC) at Nova Southeastern University's Fischler Graduate School of Education and Human Services (FGSEHS) have formed a partnership to establish two satellite Parent Resource Centers. The FSCRC, a statewide resource center, provides public information and technical assistance to parents, educators, and community members in South Florida and throughout the state. Nova Southeastern University's FSCRC will provide space at the North Miami Beach and Kendall campuses.

Miami-Dade County Public Schools will provide resource materials, training, and staff support from Title I administration to assist Title I parents and families. Both centers will be open from 9:00 a.m. to 9:00 p.m., Monday through Friday. In addition, the Parent Resource Center at the Kendall campus will be open on Saturdays from 10:00 a.m. until 2:00 p.m.

The Project Director of The Florida School Choice Resource Center, Fischler Graduate School of Education and Human Services, Nova Southeastern University is Ms. Lisa K. Kammel.

The initial term of this agreement will be from May 1, 2004 through June 30, 2005.

No exchange of funds is required.

**B-75**

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to enter into a cooperative agreement with the Florida School Choice Resource Center (FSCRC) of Nova Southeastern University's Fischler Graduate School of Education and Human Services to establish a satellite Parent Resource Center at the North Miami Beach and Kendall campuses of Nova Southeastern University.

No exchange of funds is required.

WSY/MT/lg

## **COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT is made and entered into as of May 19, 2004 (the Effective Date), until June 30, 2005, by and between the FLORIDA SCHOOL CHOICE RESOURCE CENTER (FSCRC) at Nova Southeastern University Fischler Graduate School of Education and Human Services (hereinafter referred to as the “**UNIVERSITY,**” and MIAMI-DADE COUNTY PUBLIC SCHOOLS, (hereafter referred to as “**INSTITUTION**”).

### **WITNESSETH**

**WHEREAS,** the **UNIVERSITY** desires that parents of students and future students in the **INSTITUTION** utilize two Parent Resource Centers at two of the **UNIVERSITY** sites in order to gather information and receive assistance regarding the public school system and educational options available; and

**WHEREAS,** the **INSTITUTION** desires to be a joint partner in providing this resource to parents by supporting and promoting these two Parent Resource Centers to the Miami-Dade Community.

**NOW, THEREFORE,** for and in consideration of the promises and mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **THE INSTITUTION RESPONSIBILITIES**

1. The **INSTITUTION** staff from the Parent ACCESS District Office will serve on the planning team for the Parent Resource Centers, which will include, but not be limited to, the following: ensuring that the resource centers fulfill their purpose; assisting in the hire of parent liaisons; and assisting in the planning of special events, parent training workshops and meetings.
2. The **INSTITUTION** staff from Title I Administration, at each Parent Resource Center, will provide assistance to parents of students attending schools that are implementing the Title I program.
3. The **INSTITUTION** will assist with notification to parents, promotion, and community awareness of the Centers. This includes notifying all district employees of the Centers, providing

information to all neighboring schools of the centers, and notifying parents of current district students.

4. The **INSTITUTION** will provide publications and printed materials for the Parent Resource Centers to be provided to visitors.
5. The **INSTITUTION** will participate in a ribbon cutting ceremony for both centers announcing the official opening of the Parent Resource Centers.

### **THE UNIVERSITY RESPONSIBILITIES**

6. Visitors to the Parent Resource Centers shall be the responsibility of the **UNIVERSITY**. The **UNIVERSITY'S** responsibilities shall include but not be limited to, providing the following:  
Two facility spaces for the Parent Resource Centers, one on the Fischler Graduate School of Education campus in North Miami Beach and the other on the Student Educational Center campus in Kendall.
7. The **UNIVERSITY** will provide staff for both Parent Resource Centers and also staff training.
8. The **UNIVERSITY** will provide all computer, telephone and video equipment, furniture, office supplies, and other necessary resources.
9. The **UNIVERSITY** will provide building security during hours of operation.
10. The **UNIVERSITY** will provide parking for Parent Resource Center visitors.
11. The **UNIVERSITY** will provide orientation to visitors of the Parent Resource Centers.
12. The **UNIVERSITY** will provide marketing and promotional materials.

### **INSURANCE AND INDEMNIFICATION**

13. Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the **INSTITUTION**, agrees to indemnify and hold harmless the **UNIVERSITY** from and against any and all claims, suits, actions, damages or causes of action arising out of the negligent acts of the **INSTITUTION** or in connection with negligently complying with the provisions of this agreement.

The **UNIVERSITY** agrees to indemnify, hold harmless and defend the **INSTITUTION** from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the **UNIVERSITY** or in connection with negligently complying with the provisions of this agreement.

Prior to commencing the services of this agreement, the **UNIVERSITY** shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$500,000 per occurrence. If the **UNIVERSITY** provides transportation services of students under this agreement, the **UNIVERSITY** shall obtain and maintain without interruption Auto Liability Insurance with limits no less than \$500,000 combined single limit. "The School Board of Miami Dade County, Florida" shall be shown as an additional insured with regard to the liability insurance. As evidence of the insurance signed coverage, the **UNIVERSITY** shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage.

#### **MUTUAL RESPONSIBILITIES**

14. The **INSTITUTION** and **UNIVERSITY** agree to cooperate in the design of the evaluation and implementation of the educational experiences.
15. The **INSTITUTION** and **UNIVERSITY** agree that there shall be no discrimination/harassment on the basis of race, color, national or ethnic origin, religion, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, pregnancy, veteran status, or disability in either the hiring or promotion of staff for the Parent Resource Centers or the serving of visitors to the Parent Resources Centers.

### **TERM**

16. The initial term of this Agreement shall be from May 19, 2004 (the Effective Date), until June 30, 2005. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least sixty (60) days prior written notice.

### **ENTIRE AGREEMENT**

17. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement, and supercedes 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.

### **SEVERABILITY**

18. If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

### **CAPTIONS**

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

### **NO WAIVER**

20. 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.

**GOVERNING LAW**

21. 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.

**ASSIGNMENT: BINDING EFFECT**

22. Neither the **INSTITUTION** nor the **UNIVERSITY** may 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.

**NOTICES**

23. 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 the **UNIVERSITY**:            Nova Southeastern University  
Fischler Graduate School of Education and Human Services  
Florida School Choice Resource Center  
Attn: Lisa Kammel, Project Director  
1750 NE 167<sup>th</sup> Street  
North Miami Beach, FL 33162

If to the **INSTITUTION**:        Miami Dade County Public Schools  
Attn: Mrs. Willa S. Young, Associate Superintendent  
District ACCESS Operations  
1450 NE 2<sup>nd</sup> Avenue, Room 914  
Miami, FL 33132

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

The parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

**UNIVERSITY**

**BY:** \_\_\_\_\_  
**Dr. H. Wells Singleton**  
**Education Provost and University Dean**  
**NOVA Southeastern University**  
**1750 NE 167 Street**  
**North Miami Beach, Florida 33162-3017**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Dr. Joseph Barimo**  
**Executive Dean**  
**Center Budgets, Planning and Student Services**  
**NOVA Southeastern University**  
**1750 NE 167 Street**  
**North Miami Beach, Florida 33162-3017**

**DATE:** \_\_\_\_\_

**INSTITUTION**

**BY:** \_\_\_\_\_  
**Merrett R. Stierheim**  
**Superintendent of Schools**  
**Miami-Dade County Public Schools**  
**1450 NE 2 Avenue**  
**Miami, Florida 33132**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
**Board Attorney**  
**Miami-Dade County Public Schools**  
**1450 NE 2 Avenue**  
**Miami, Florida 33132**

**DATE:** \_\_\_\_\_