

Alberto M. Carvalho, Associate Superintendent
Office of Intergovernmental Affairs, Grants, Marketing, and Community Services

SUBJECT: REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO RENEW A COOPERATIVE AGREEMENT WITH NOVA SOUTHEASTERN UNIVERSITY FISCHLER SCHOOL OF EDUCATION AND HUMAN SERVICES (FSEHS), NATIONAL INSTITUTE FOR EDUCATIONAL OPTIONS TO SUPPORT THE PARENT RESOURCE CENTERS AT THE NORTH MIAMI BEACH AND KENDALL CAMPUSES OF NOVA SOUTHEASTERN UNIVERSITY, AT THE TITLE I ADMINISTRATION PARENT RESOURCE CENTER – NORTH, AND AT THE DISTRICT OFFICE OF PARENTAL INVOLVEMENT OF MIAMI-DADE COUNTY PUBLIC SCHOOLS

COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT

LINK TO DISTRICT STRATEGIC PLAN: EDUCATE AND ENGAGE STAKEHOLDERS ON DISTRICT INITIATIVES AND ACTIVITIES TO PROMOTE TRANSPARENCY AND MEANINGFUL RELATIONSHIPS

Miami-Dade County Public Schools' (M-DCPS) Office of Parental Involvement, Title I Administration, and Nova Southeastern University Fischler School of Education and Human Services (FSEHS), National Institute for Educational Options (NIEO) have formed a partnership to support four Parent Resource Centers. The NIEO provides public information and technical assistance to parents, educators, and community members in South Florida and throughout the state. Nova Southeastern University provides space at the North Miami Beach and Kendall campuses; the District provides space at the School Board Administration Building; and Title I Administration at a community location. M-DCPS will provide resource materials, training and staff support. Title I Administration will provide \$50,000, to employ support staff at each of the Parent Resource Centers at Nova Southeastern University for assistance to parents of students enrolled in Title I schools. This funding partially fulfills the requirement under No Child Left Behind (NCLB) that 1% of the Title I appropriation be spent to support parental involvement. Additionally, the item assists with meeting the parental capacity building area as outlined in NCLB.

C-31

The term of this agreement, which is attached, will be from July 11, 2007, through June 30, 2009.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to renew a cooperative agreement with Nova Southeastern University Fischler School of Education and Human Services, National Institute for Educational Options to support Parent Resource Centers at the North Miami Beach and Kendall campuses of Nova Southeastern University, at the Title I Administration Parent Resource Center – North, and at the District Office of Parental Involvement of Miami-Dade County Public Schools.

AMC/LDB:mtc

**COOPERATIVE AGREEMENT
BETWEEN
NOVA SOUTHEASTERN UNIVERSITY
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY**

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into as of July 11, 2007 (the "Effective Date") by and between Nova Southeastern University Fischler School of Education and Human Services, National Institute for Educational Options ("University"), and the School Board of Miami-Dade County ("District").

1. RECITALS

- A. University desires that parents of students and future students in Miami-Dade County Public School utilize four Parent Resource Centers – two at the University sites, one at the District office and one at the Title I Administration Parent Resource Center – North, in order to gather information and receive assistance regarding the public school system and educational options available.
- B. District agrees to be a joint partner in providing this resource to parents by supporting and promoting these four Parent Resource Centers to the Miami-Dade community.

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

2. RESPONSIBILITIES OF THE DISTRICT

The District shall be responsible for the District Parent Resource Center and provide the following:

- a. Staff from the Office of Parental Involvement and Title I Administration to serve on the planning team for the Parent Resource Center, which entails ensuring that the Center fulfills its purpose, including assisting in planning events and working with parents and parent liaisons.
- b. Title I funding to employ support staff at each of the Parent Resource Centers at Nova Southeastern University to provide assistance to parents of students enrolled in Title I schools.
- c. Assistance with notification of parents, promotion and community awareness of the centers, including, but not limited to, notifying all District employees of the Centers, providing information to all neighboring schools of the Centers, and notifying parents of current District Students.
- d. District publications and printed materials for the Parent Resource Centers to provide to visitors.

3. RESPONSIBILITIES OF UNIVERSITY

Visitors to the Parent Resource Centers at Nova shall be the responsibility of Nova Southeastern University. The University shall provide, but not be limited to, the following:

- a. Two facility spaces for the Parent Resource Centers, one on the Fischler School of Education and Human Services campus in North Miami Beach and the other on the Student Educational Campus in Kendall.
- b. Two parent liaisons funded by the National Institute for Educational Options at both Nova Southeastern University Parent Resource Centers and also staff training.
- c. All computers, telephone and video equipment, furniture, office supplies, and other necessary resources.
- d. Assistance to and partnership with the two Parent Centers located at the District office and the Title I Administration Parent Resource Center - North, which will include the sharing of University resources as appropriate.
- e. Building security during hours of operation.
- f. Parking for Parent Resource Center visitors.
- g. Orientation to visitors of the Parent Resource Centers.
- h. Marketing and promotional materials.

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 hiring of staff for the Parent Resource Centers or the serving of visitors to the Parent Resource Centers.

5. TERM: TERMINATION

- a. The initial term of the Agreement shall be from July 11, 2007 until June 30, 2009 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 (60) days prior written notice.

6. ENTIRE AGREEMENT

This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to this subject matter and supercede 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 be not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein. However, nothing herein shall be deemed to indemnify the University from any liability or claim arising out of the negligent performance or failure of performance of the University or as a result of the negligence of any unrelated third party.

The University does hereby agree to indemnify, hold and defend Miami-Dade County Public Schools from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the University in the performance of this Agreement. However, nothing herein shall be deemed to indemnify Miami-Dade County Public Schools from any liability or claim arising out of the negligent performance or failure of performance of the Miami-Dade County Public Schools or as a result of the negligence of any unrelated third party.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The provisions of these sections shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

11. ASSIGNMENT: BINDING EFFECT

Neither the University nor the District 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.

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 University: Nova Southeastern University
 Fischler School of Education and Human Services
 National Institute for Educational Options
 Attn.: Dr. Judith Stein, Director
 1750 NE 167th Street
 North Miami Beach, FL 33162

If to District: Miami-Dade County Public Schools
 Attn.: Ms. Anne Thompson, Director
 Office of Parental Involvement
 1450 N.E. 2nd Avenue, Room 216
 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.

FOR: NOVA SOUTHEASTERN UNIVERSITY – FSEHS

By: _____ Date: _____
Nova Southeastern University
Dr. H. Wells Singleton, Education Provost and University Dean

_____ Date: _____
Nova Southeastern University
Dr. Kimberly Durham, Executive Dean
Administrative and Human Services

FOR: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

By: _____ Date: _____
(Signature) Rudolph F. Crew, Ed.D., Superintendent of Schools

Reviewed by: _____ Date: _____
School Board Attorney

Reviewed by: _____ Date: _____
Risk Management

Approved by: _____ Date: _____
Title I Administration