

**EDUCATIONAL COMPACT
BY AND BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
CITY OF NORTH MIAMI BEACH**

THIS EDUCATIONAL COMPACT (“Compact”) is entered into this _____ day of _____, 2022, by and between **THE SCHOOL OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic, existing under the laws of the State of Florida, (hereinafter referred to as “**School Board**”) the governing body of **MIAMI-DADE COUNTY PUBLIC SCHOOLS DISTRICT** (hereinafter referred to as “**MDCPS**” or “**District**”), and the **CITY OF NORTH MIAMI BEACH**, a Florida municipal corporation (hereinafter referred to as “**City**”). **The District** and the **CITY** shall each be referred to herein as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, the District and the City are desirous of entering into a partnership in order to bring together each Party's collective resources for the greater benefit of both the students and the residents of the City; and,

WHEREAS, the City, located in Northeast Miami-Dade County, was incorporated in 1927, and it encompasses approximately 5.37 square miles with a population of over 45,000; and,

WHEREAS, the City is home to two (2) District facilities – Fulford Elementary School and Greynolds Park Elementary School, with both schools being a part of the North Miami Beach Feeder Pattern which also includes Gertrude K. Edelman/ Sabal Palm Elementary School, John F. Kennedy Middle School and North Miami Beach Senior High School which, although are geographically located outside of City boundaries, are serving its residents; and,

WHEREAS, the City is committed to the growth and sustainability of businesses, education initiatives, the arts and leisure activities to provide an excellent quality of life for its residents; and,

WHEREAS, in recognition of the fact that it takes the commitment of the District and the City to raise academic achievement, and recognizing the importance placed on education by the residents of the City, the District and the City hereby seek to enter into this Compact to build on existing programs and innovative ideas that will enhance the lifelong educational opportunities for the entire community; and,

WHEREAS, through this Compact, the Parties will strive to meet the educational needs of each child and to enhance the learning opportunities for all; and

WHEREAS, the fact that this Compact is being developed by the City and the District reflects a desire to support excellence in our schools and to invest in the overall enhancement of education for its residents; and,

WHEREAS, it is recognized by the District and the City that this Compact represents aspirational goals and objectives which are consistent with the long-term strategic plans of each Party; and,

WHEREAS, and it is understood and agreed that as such aspirational goals and objectives evolve, the provisions of this Compact may also be modified from time to time by mutual agreement of the Parties; and,

WHEREAS, the City of North Miami Beach by adoption of Resolution No. _____, at its meeting of _____, approved this Compact; and,

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this Compact in accordance with Board Action No. _____, at its regular Board meeting of _____.

NOW THEREFORE, in Consideration of the mutual promises and other agreements herein contained, the Parties further agree as follows:

- A. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by reference.

- B. **IMPLEMENTATION**. The areas of focus in this collaboration include: (1) programming that supports education curriculum; (2) enhanced communication of educational and community events; (3) family/parental involvement in education; (4) community/business engagement, (5) enhanced student health and well-being; (6) improved student achievement; (7) school safety; and (8) technology access. The initial major activities, intended outcomes, and measures associated with each of these focus areas are outlined below. The implementation of the foregoing shall be accomplished in accordance with Board Policies, practices and procedures and all applicable laws. Either Party may terminate this Compact at will by notifying the other Party, in writing, 90 days prior to termination, and as set forth herein.

1. **Programming that Supports Education Curriculum/ Teacher Satisfaction Involvement:**

a. **Activities:**

- The District will work with the City in creating mentoring, tutoring and training opportunities for students and will collaborate to enhance training opportunities for adult learners provided by the City.

b. **Key Intended Outcomes:**

- Increase teacher satisfaction rates within City of North Miami Beach schools.
- Increase participation in afterschool learning and mentoring opportunities in a mutually satisfactory environment.
- Enhanced access to workforce and affordable housing in accordance with Board Policies, best practices and procedures, and all applicable laws.

c. **Measures:**

- Number and percent of North Miami Beach school staff participating in various incentive programs provided by the City;
- Number and percent of North Miami Beach school staff participating in mentoring and training opportunities sponsored by the City;
- Percent of North Miami Beach school and District school personnel that indicate they agree or strongly agree that they like working at their 'North Miami Beach' school;

2. **Enhanced Communication of Educational and Community Events:**

a. **Activities:**

- The City will work with the District to disseminate information related to educational opportunities and activities by distributing information to students and parents via flyers, in school TV programs, announcements and strategically located posters and flyers.
- Collaborate to enhance education-related communication to the City's residents by developing an education page to be included in City's website with links to the North Miami Beach schools, providing access to the City's cable TV programming, and space in the City's newsletters and magazines in order to disseminate information on North Miami Beach's schools.

- The City will work with the District to support a Student Expo that will highlight North Miami Beach's schools' offerings and student achievements.
- The City and the District will endeavor to collaborate on legislative agendas in support of public education.
- Provide annual update to the School Board and City Commission regarding the status of the implementation of this Compact and other issues of interest.

b. Key Intended Outcomes:

- Increase community access to NMB's school and District information.

c. Measures:

- Number of District legislative priorities supported by the City; and
- Number of education related articles/ads disseminated through City- sponsored communication methods such as magazines, newspaper and television.

3) Family and Parental Involvement in Education: Parental Involvement, Family Support, and Youth and Community Engagement;

a. Activities:

- The District will make available to the City all parent satisfaction survey data on an annual basis, segregated by North Miami Beach schools where possible, and the City may conduct similar surveys with the assistance of the District, including findings on key drivers for satisfaction, subject to any approvals which may be required from the District's Research Review Committee.

4) Collaboration/ Community and Business Engagement.

a. Activities:

- The City will collaborate with the School District to provide space for meetings, graduations and presentations within City facilities when such use does not interfere with previously scheduled programming and goals for the facility. Those facilities include Julius Littman Theater, NMB Amphitheater and McDonald Center.
- The City will work with the District to foster local business support for education, including the implementation of employee programs which encourage parent participation in schools. As an example, the City will encourage locals to model the City's commitment to parental involvement by developing an employee policy that would allow for employee release time to participate in designated early release day parent/teacher conferences and would provide access to computers for employees for the purpose of accessing the District's Parent Portal to obtain

information regarding the employees' children's academic progress 3 times per year. The District will provide confirmation form for employee participation in parent/teacher Conferences prepared for by the City of North Miami Beach.

- The City will endeavor to create programs that support the District's educational goals through its library programs, acquisitions and development.
- The City will work with the District to create seamless user experiences offered through the Library, cultural and recreational programs.
- The District will work with the City to tailor parent academy ("TPA") offerings for both City personnel or community members. The City will provide a venue for such offerings.
- The District will focus on the City creating a City-based model of TPA using City facilities and other community.
- The District will support the City's Service Partnership service program that partners community agencies i.e.; Key Club, Police athletic league and Career Source via participation in the governing board, provision of referrals to the program as appropriate, recruitment of students for employment opportunities, and assistance in the collection of qualitative data to measure success, subject to parental consent and all applicable laws. The City agrees to participate in Academic School Year Internship Program and will endeavor to accept at least 8 students annually.

b. Key Intended Outcomes:

- Ensure Community access to educational information.
- Increase support services accessibility to family/individual.

c. Measures:

- Parent satisfaction rates for each North Miami Beach school;
- Number of hours provided by City employees to attend teacher conferences, etc.;
- Number of parents from North Miami Beach schools attending Parent academies programs;
- Percent of students referred by school personnel to the City's educationally supportive programs; and

- Service Partnership that obtain employment.

5) Enhanced Student Health and Well-Being:

a. Activities:

- The District will collaborate to identify opportunities to provide health services to students at schools serving North Miami Beach.
- The District and the City will collaborate to deliver information regarding health/wellness education, prevention/intervention strategies regarding nutrition, physical activity levels, and health maintenance in accordance with the District's Wellness Initiative and the Library's Educational Literacy goals.
- The City will continue to develop and explore middle school-level afterschool program that enhance interests in STEAM as those currently offered.
- The District will assist the City with the dissemination of information to teachers who may participate in City Library's afterschool and summer programs as to enhance the learning outcomes of the City's offerings.
- The District will explore opportunities to collaborate with the City by assisting with the recruitment of students that attend afterschool programs.
- The District will explore the expansion of full-time nurse practitioners and/or registered nurses at schools without health clinics, subject to available funding.

b. Key Intended Outcome:

- Increased health and well-being of students.

c. Measures:

- Percent of North Miami Beach schools scheduled for health services August through June (or similar service) August through June;
- Number of schools with health clinics (Nurse practitioners and/or registered nurses)

6) Improved Student Achievement:

a. Activities:

- The District will provide the City on an annual basis a report on the student achievement and school performance for each school that serves North Miami Beach.
- The District will identify and pursue implementation of best practice strategies to increase the graduation rate at North Miami Beach Senior High School.
- The City will work with the District to support the creation of a speaker's bureau for North Miami Beach schools to provide teachers with access to speakers on specialized topics.
- The District will create a Civics Day programming targeting 7th graders.
- The District will encourage the greater use of school facilities after-hours to support community-based programming for youth.
- The District will explore avenues to enhance counseling and teacher-to-student ratios.
- The City will negotiate where possible culture/arts contracts to include access to programs by schools. The District will provide a dedicated point of contact to arrange for arts/culture utilization during school hours and after-school hours and alignment to curriculum. Currently available City cultural offerings for students include access to programs at the North Miami Beach Library, North Miami Beach Amphitheater and the Julius Littman Theater, and various festivals/events.
- The District and the City will explore opportunities in expanding community schools/adult programs at North Miami Beach Senior High School and North Miami Beach Library which may include, but not be limited to Business, Management/Administration, Information Technology, Public Service/Security, Visual/Performing Arts, Communication/Digital Media, Marine/Environmental Science, Foreign Language/Humanities, Technology Academy, Hospitality/Tourism and Education/Training Services.
- The City and the District will seek to collaborate on grant development opportunities in order to maximize the pool of available resources to serve the City's schools and residents. Types of grants pursued will include, but not be limited to those supporting student academic achievement, literacy, physical activity, STEAM, culture, fitness, social emotional learning, social skills building, vocational/financial literacy, family involvement, and health/well-being.

b. Key Intended Outcomes:

- Increased academic support and achievement.
- Increase academic enrichment. Pursue collaborative grants to support youth academic needs and academic support citywide. Increased number of graduates exposed to external experiential activities including meaningful mentorships and/or internships.

c. Measures:

- Percent of high school students graduating who entered North Miami Beach High in the 2023 grade year;
- Number and percent of high school target population participating in City-sponsored internship program;
- Number of library cards issued through the school programs, number of students participating in After- School programs and boards.
- Number of high-quality internship opportunities made available to the North Miami Beach students by the City;
- Number of City employees that are registered mentors and providing services to North Miami Beach students;
- Number of speaker hours provided by City 'experts' to schools on specialized topics in support of the speaker's bureau;
- Number of North Miami Beach schools receiving a state accountability grade of A or B;
- Number of attendees by school to City-sponsored/supported cultural activities during school hours and after-school hours;
- Number of City management staff actively participating in School of Business and Technical Arts, School of Creative Arts, and School of Liberal Arts smaller learning academies in advisory board roles;
- Number of grants and amount of funding secured through collaborative efforts to obtain grants supporting youth and public education; and
- Number of students completing a City-sponsored internships.

7) School Safety:

a. Activities:

- The District and City each will designate a Police Department liaison to coordinate security and safety related activities for North Miami Beach schools and to explore joint training opportunities for personnel involved with safety issues at all North Miami Beach schools.

b. Key Intended Outcome:

- Improve safety and/perceptions of Safety at schools in City.

c. Measures:

- Parent, student and District perception ratings for school safety.

8) Technology Access:

a. Activities:

- The District and City will collaborate to identify additional avenues for student accessibility to technology. The Library will provide opportunities for technology training to parents, and the District will endeavor to do the same at school or library facility.

b. Key Intended Outcome:

- Improve youth and parent access to technology.

c. Measures:

- Number of opportunities for technology training at Library and school sites for parent(s)/guardian(s).

C. MISCELLANEOUS CLAUSES:

- 1. ASPIRATIONAL GOALS.** The adoption of this Educational Compact by and between the City of North Miami Beach and M-DCPS is strictly voluntary, showing the Parties' intent to use their best efforts of promoting the education of students residing in the City. By executing this Compact, the Parties enter into a pact to continually strive to promote excellence and relevance in education in the City's schools and community at large by joining forces for the greater benefit of both the students and the residents of North Miami Beach.
- 2. EFFECTIVE DATE/ TERMINATION/ AMENDMENTS.** his Compact shall be in effect from date in which the last Party executes same, and it shall remain in effect until terminated. Either Party may terminate this Compact at any time and for any reason whatsoever, provided it notifies the other Party of its decision to cancel, in writing, not less than ninety (90) days prior to date in which the termination goes into effect. In the event of an issue involving health, safety or welfare of students or staff, MDCPS may terminate this Compact immediately. It is further understood that the Parties may amend this Compact from time to time, by mutual agreement and subject to School Board and Commission approval.
- 3. TERM.** It is understood and agreed that this Compact will be in effect for a term of five (5) years from Effective Date, unless terminated by either Party prior thereto, with two renewals of five (5) years each, by mutual agreement of the Parties.
- 4. NOTICE AND GENERAL CONDITIONS.** All notices which may be given in accordance with this Compact shall be in writing and shall be deemed to have been given if delivered by personal service or by email with a confirmed transmission, or by certified mail, returned receipt requested, addressed to the Parties at their respective addresses as indicated below or as the same may be changed in writing, from time to time ("Notice"). Such Notice shall be deemed given on the day on which personally served, or properly transmitted via email with confirmation sent, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

In the case of notice or communication to the School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 NE 2nd Avenue, Room 912
Miami, FL 33132
Fax: 305-995-1488

With a copy to: The School Board of Miami-Dade County, Florida
School Board Attorney's Office
School Board Administration Building
1450 NE 2nd Avenue, Room 912
Miami, FL 33132
Fax: 305-995-1412
Attn: School Board Attorney
Email: Walter.Harvey@dadeschools.net

In the case of notice or communication to the City:

City of North Miami Beach, Florida
17011 NE19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Attn: Anthony F. DeFillipo, Mayor
Email: Anthony.DeFillipo@citynmb.com

With a copy to: City of North Miami Beach Attorney's Office
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Attn: City Attorney
Fax: 305-787-6004
Email: Hans.Ottinot@citynmb.com

5. **CONFIDENTIALITY OF STUDENT RECORDS.** City understands and agrees that this Compact is subject to all School Board Policies relating to the confidentiality of student information. City further 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's records.
6. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The Parties shall comply with all applicable laws and regulations, including without limitation, School Board Policies, the American With Disabilities Act, the Jessica Lunsford Act, COVID-19 Restrictions or any restrictions or measures relating to any pandemic, as may be defined by State, federal or School Board Policy, as all may be further amended from time to time. The Parties further agree that any joint use agreements between the parties shall only cover the schools within the geographical jurisdiction of the City.
7. **GOVERNING LAW, VENUE & ATTORNEY'S FEES.** This Compact shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Compact is subject to the laws of the State of Florida, and Venue in Miami-Dade County. Each Party shall be responsible for its own attorney's fees and costs through all appeals, incurred as a result of any action or proceeding under this Compact.

8. **PRECEDENCE.** In the event of a conflict between any provision of this Compact and any School Board Policy, School Board Policy shall control.
9. **SOVEREIGN IMMUNITY.** No provision contained in this Compact shall be deemed a waiver of either Party's sovereign immunity.

IN WITNESS WHEREOF, this Educational Compact by and between The School Board of Miami-Dade County, Florida, and the City of North Miami Beach has been executed by and on behalf of the City of North Miami Beach and of The School Board of Miami-Dade County, Florida, on the date first above written.

[SIGNATURE PAGE FOR THE SCHOOL BOARD AND FOR THE CITY FOLLOW].

SIGNATURE PAGE: SCHOOL BOARD.

SCHOOL BOARD:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

**APPROVED AS TO RISK MANAGEMENT
ISSUES:**

Office of Risk and Benefits Management

Risk and Benefits Officer

Date: _____

APPROVED BY:

Chief Administrator/ Region Director

Date: _____

By: _____

Dr. Jose L. Dotres
Superintendent of Schools

Date: _____

RECOMMENDED:

Tabitha G. Fazzino
Chief Intergovernmental Affairs & Family
and Community Engagement Officer

Date: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

School Board Attorney

Date: _____

SIGNATURE PAGE: CITY

ATTEST:

Andrise Bernand, MMC
City Clerk
Date: _____

APPROVED AS TO FORM,
LANGUAGE AND FOR EXECUTION

Hans Ottinot
CITY ATTORNEY

Sponsored by: Commissioner _____

RESOLUTION NO. R2022_____

CITY:

NORTH MIAMI BEACH
a Florida municipal corporation

By: _____
Anthony DeFillipo
Mayor
Date: _____

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