

Antoinette Dunbar, Deputy Superintendent
Curriculum and Instruction

SUBJECT: REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH UNITED WAY OF MIAMI-DADE (UWMD) CENTER FOR EXCELLENCE TO ESTABLISH A COLLABORATIVE PARTNERSHIP TO ELEVATE THE QUALITY OF EARLY CARE AND EDUCATION, EFFECTIVE OCTOBER 12, 2006, TO BE REVIEWED ANNUALLY

COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT

Authorization is requested for the Superintendent to enter into a Memorandum of Understanding (MOU) with the United Way of Miami-Dade (UWMD) Center for Excellence (CFE) to establish a collaborative partnership. The center is projected to open in January 2007 and will be located at 3250 S W Third Avenue Miami, Florida. The Center's purpose is to elevate the quality of early care and education of Miami-Dade's children by creating a world-class educational resource center for parents, educators, caregivers, business and governmental leaders. Key elements include dual language acquisition, continuity of care, cultural diversity, inclusion, and strong participation of parent as their child's first teacher. This mutually beneficial partnership improves the resources, capabilities, and expertise of both parties.

Miami-Dade County Public Schools (M-DCPS) and UWMD will seek to collaborate on the development and training for MDCPS teachers and paraprofessionals and Early Childhood Center Staff in early childhood education and other areas of interest, facilitate training to childcare providers in Miami-Dade County to enhance the transition process of children and families to M-DCPS elementary schools, and jointly develop materials that support and increase communication between elementary schools and early childhood programs in the community.

Inclusive in the center's design are childcare facilities. Children ages birth to four (4) years old will be provided childcare and educational services based on need and through a public lottery. Seventy five percent (75%) of the available slots are committed to children who qualify for free and/or reduced lunch. The remaining twenty five percent (25%) are open to a lottery. The Division of Early Childhood Programs will recruit and encourage M-DCPS employees with eligible children to apply for available slots.

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The MOU will be reviewed by both parties on an as needed basis and, at least once annually. Either party, upon thirty (30) days written notice to the other, may terminate the MOU.

This MOU, attached herein, sets forth the basic principles and guidelines under which the parties will work together to accomplish its common goals.

No local funds are required for the partnership.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to enter into a Memorandum of Understanding (MOU) with United Way of Miami-Dade (UWMD) to establish a collaborative partnership with the Center for Excellence to elevate the quality of early care and education by creating a world-class educational resources center, effective October 12, 2006, to be reviewed annually.

No local funds are required.

CJ/SJD:vw

Memorandum of Understanding
between
Miami-Dade County Public Schools
and
United Way of Miami Center for Excellence

I. Introduction and Purpose:

United Way of Miami-Dade ("UWMD") is developing The Center for Excellence to elevate the quality of the early care and education of Miami-Dade's children by creating a world-class educational resource center for caregivers, business and governmental leaders, educators and parents. Successful development, implementation, and deployment of this vision require UWMD's collaboration with a party that possesses extensive experience in the areas of public relations, governmental affairs, and advocacy efforts for children, families, and the early childhood community that supports them. UWMD proposes to benefit from significant resources, capabilities and expertise that exist in these areas within the staff and programs of the Miami-Dade County Public Schools (the "Center's Affiliate") and proposes to provide to the Center's Affiliate comparable access to the resources, capabilities and expertise of the Center for Excellence.

Therefore, wherever possible and mutually beneficial, UWMD and the Center's Affiliate seek to establish a collaborative partnership with the Center for Excellence (CFE). The Center's purpose is to elevate the quality of early care and education of Miami-Dade's children by creating a world - class educational resource center for parents, educators, caregivers, business and governmental leaders. Key elements include dual language acquisition, continuity of care, cultural diversity, inclusion, and strong participation of parent as their child's first teacher. This mutually beneficial partnership improves the resources, capabilities, and expertise of both parties.

The UWMD and M-DCPS seek to collaborate on the following: professional development and training opportunities for teachers and paraprofessionals; development of materials that support communication between public schools and early childhood programs in the community; and programs that align with the key elements of the CFE listed above. This MOU sets forth the basic principals and guidelines under which the parties will work together to accomplish these goals. No local funds are required.

II. Implementation of Agreement

(a) In order to enable close and effective collaboration, it is agreed that the scope of collaborative and cooperative activity will be reviewed annually. Both the UWMD and Center's Affiliate will identify staff to implement and coordinate this MOU. The staff shall meet on a regular basis, at least quarterly, to discuss and direct any activities jointly conducted under this MOU.

(b) The staff shall obtain appropriate express written agreement from UWMD and the Center's Affiliate on each significant project or activity to be undertaken pursuant to this MOU including consensus on the scope of work; deliverables (if any) and delivery dates; anticipated products and outcomes; periods of performance; levels of funding and resources to be provided for each activity by the parties; and any other appropriate and necessary aspects of mutual activities. Each significant project

activity undertaken pursuant to this MOU shall be governed by a separate written agreement signed by all parties involved in such project or activity.

(c) Costs associated with participation by UWMD supported personnel who use the Center's Affiliate's facilities and resources, including equipment and office facilities, will be provided through UWMD. Costs associated with participation by the Center's Affiliate supported personnel who use the Center for Excellence's facilities and resources, including equipment and office facilities, will be provided through the Center's Affiliate.

(d) The staff of each party shall seek to resolve any dispute concerning this MOU through good-faith discussions.

(e) UWMD agrees to indemnify, hold harmless and defend the School board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of UWMD arising out of or in connection with the provisions of this agreement.

(f) The School Board recognizes its respective liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the state of Florida's partial waiver of sovereign immunity. This provision shall not be construed as a waiver of any right or defense that the School Board has under said statute.

III. Effective Date

This MOU is effective upon signature of the parties and will remain in effect unless and until terminated as provided under Article V.

IV. Amendments

This MOU may be modified or amended by written agreement among the parties hereto. Thirty (30) days notice is required.

V. Termination and Review

This MOU will be reviewed by UWMD and the Center's Affiliate on an as needed basis and, at least, once annually. The MOU remains in effect until terminated as provided herein. Either party, upon thirty (30) days written notice to the other, may terminate this MOU. Termination would affect only pursuit of

new projects or activities under the MOU. Projects or activities under way will be governed by the specific individual agreements anticipated in paragraph II(b) above.

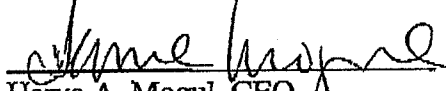
VI. Miscellaneous

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 attorneys' fees and costs incurred as a result of any action or proceeding under this agreement

VII. Approval

I approve the terms, conditions and limitations of the above relationship/partnership between UWMD and the Center's Affiliate.


Harve A. Mogul, CEO
United Way of Miami-Dade

Rudolph Crew
Superintendent
Miami-Dade County Public Schools

EFFECTIVE DATE: _____