

Name of Contract: Smart Agreement FAU

_____ Board Item

_____ Board Meeting Date

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

| | |
|-------------------------------------------------|-----|
| Consistent with School Board Policy | YES |
| Consistent with Florida, federal and local laws | YES |

Contract Terms:

Comments

| | |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Term (Duration of Contract) | Date of Execution until June 30, 2007; Please refer to Page 5 "Timeline." |
| Termination Clause | Either party may terminate without cause with 90 days advance written notice; Please refer to Page 5 "Timeline." |
| Insurance /Liability Issues/ Indemnification | Risk Management should review and approve all insurance clauses. Liability Issues: Please refer to Page 5 "Liability." |
| Regulatory issues | None |
| Confidentiality Provision | Yes. Please refer to Page 4 "Confidentiality." |
| Warranties | N/A |
| Labor Issues | The Labor Relations Department should review any issues. |
| Disclaimers | N/A |
| Governing Law & Venue | Governing Law: Florida; Please refer to Page 5 "Liability." |

Business Principles:

Comments

| | |
|---------------------------------------------------------------------------------|-----------------------------|
| Sound Business Principles | Yes. |
| Reasonableness of Fees | Please refer to Appendix A. |
| Payment Terms --Lump sum, installments --Payment Due dates --Late fees | Please refer to Appendix A. |

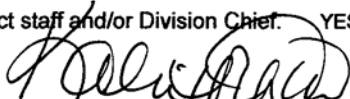
Other Issues:

Comments

| | |
|-----------------------------------|------|
| Conflict of Interest Disclosures | None |
| Non-Negotiable Issues | None |
| Miscellaneous Issues | |
| Appropriate Departmental Sign-off | |

Special Considerations: _____

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES ☐ NO ☐

 3-2-07
By: Attorney (Name and Date)

**Memorandum of Understanding for the Establishment of
School Relationships for SMaRT Substituting**

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| The School Board of Palm Beach County, Florida Fulton-Holland Educational Services Center 3330 Forest Hill Boulevard West Palm Beach, Florida 33406 | Florida Atlantic University Board of Trustees College of Education 777 Glades Road Boca Raton, Florida 33431 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|

PURPOSE

It is the intention of The School Board of Palm Beach County, Florida (hereafter referred to as "SDPBC") and the Florida Atlantic University Board of Trustees (hereafter referred to as "FAU") to create one or more Substituting with Mentors and Realistic Teaching (SMaRT) sites in schools throughout Palm Beach County, Florida.

A SMaRT site is defined as a elementary, middle, or high school where public school and university personnel work together to facilitate high levels of learning by all children of the school by using FAU students as substitute teachers to work under the direction of an FAU mentor. The SMaRT program is designed to promote a better school environment for the preparation of teachers while providing appropriate content instruction for children when their teacher is absent from school. Through the collaborative efforts of pupils in the school, pre-service educators, practitioners in the school, master mentors, and university faculty, a SMaRT site becomes an exemplary learning environment for the enhancement of public education.

This relationship will be dedicated to improving the quality of pre-service and in-service teaching. The SDPBC and FAU will combine resources and provide leadership for the development of the SMaRT sites. Through collaborative pre-service and in-service education, both institutions and their faculties will benefit and be better able to provide improved learning environments for children and professional education students.

The purpose of this relationship is to enable the parties to 1) Improve the performance of respective students of each, 2) Extend mutual research and grant capacity, 3) Apply and model promising teaching practices, 4) Promote targeted pre-professional instruction and continuous professional development to improve student performance, 5) Inform and improve school and university instruction, and 6) Test innovative means to develop new education professionals.

SMART SUPPORT AND POLICIES

This Memorandum of Understanding assumes that the school is the critical unit of educational change. Therefore, one or more schools within the SDPBC will become SMaRT partners with FAU programs in the College of Education. Such involvement may include but not limited to elementary, middle, and secondary education as well as exceptional student education. It is believed that all individuals who are engaged in work at the SMaRT sites must be committed to ensuring that each and every child learns and develops to his or her potential. In order for a school to qualify as a SMART site, the following conditions must exist within the prospective SMART for it to be most effective:

- A majority of the faculty must be willing to work with pre-service teacher education students;
- A majority of the faculty must be willing to support inquiry, research, and the exchange of professional knowledge with schools;
- A willingness to allocate a substantial portion of its resources to the goals of the SMART partnership at \$100/ day inclusive of all costs for the substitutes and mentors at the school as provided in Appendix A.

The final determination of a school to serve as a SMART site will be made collaboratively by the SDPBC and FAU and will be addressed under a separate amendment attached to this Memorandum of Understanding.

OPERATIONAL ACTIVITIES

With the goal to establish several SMART sites throughout Palm Beach County, each SMART site will be unique to their individual school and circumstances. The activities, operations, and characteristics of each SMART site will be outlined in individual attachments to this Memorandum of Understanding; however, there are general activities and projects that will occur at each SMART site including:

1. **Substitute Teacher Placement:** The placement of FAU students in identified SMART sites to work as substitute teachers, which will provide students with a practical, training experience in public schools across the range of grade levels for areas of certification.
2. **Professional Development Training:** The implementation of joint professional development trainings with FAU SMaRT students and SDPBC teachers on Professional Development Days (PDD) and other specified days dedicated to the acquisition of professional development at the invitation of individual school sites.

3. **Research and Grant Capacity:** Conduct action research and grant activities within identified SMaRT sites to test and evaluate educational reform models designed to improve the educational attainment of students and to support University faculty development and University curriculum revision.

As a result of the proper implementation of the activities identified in this Agreement, it is anticipated that the SMaRT will provide the following benefits to the parties involved:

- The SDPBC students enrolled in the SMaRT site will benefit from the presence of substitute “teachers” who can provide ongoing attention and support to individual needs in the classroom.
- The SDPBC teachers who teach at the SMaRT site will benefit from professionally-supported substitute teaching experience of FAU college students.
- FAU will benefit from having SMART sites where students can substitute teach prior to their pre-service student teaching, extending the range of their teaching strategies and providing a positive experience for FAU students.
- FAU will benefit from having SMART sites that provide working environments that can model and research best instructional practices in grades pre-kindergarten through twelfth grade to inform University faculty instruction and practice.
- Both parties will benefit from prospective collaborations on a wide variety of grants opportunities involving improved curriculum, student behavior, technology effectiveness, family involvement, enhanced health, and a wide variety of other topics that may involve other Colleges of FAU.
- Public education will benefit from new teachers who have been prepared and nurtured in an environment where professional practice, commitment to principles, and excellence were associated with the entire range of their field experiences.

SMaRT OVERSIGHT

The SDPBC and FAU have jointly decided to invest in this collaborative effort due to the prospective benefits for their respective students and staff. Therefore, at each identified SMaRT site a partnership decision-making team referred to as the DMT (Decision Making Team) and with membership as listed below, will be responsible for reviewing potential SMaRT activities and providing programmatic

approval and support. The DMT shall maintain independent review of the SMaRT program at each respective site. Upon the acquisition of any funding designated for the SMaRT, the DMT will develop a budget and plan that will guide the expenditure of the funds.

The DMT team members will include the principal, two or more teachers (of whom one is the school representative of the teacher union), two or more FAU faculty members, a representative of the parents of children enrolled at the school, and a Project Coordinator assigned by FAU. The members of the DMT representing SDPBC shall be nominated by the respective principal, area superintendent and appointed by the superintendent. Likewise, the members of the DMT representing FAU shall be nominated by the department chair and appointed by the department dean. Administrators from SDPBC and FAU may serve on the DMT as ex-officio members.

EVALUATION

Each SMaRT DMT will jointly develop site-specific reviews for assessment and evaluation of the SMaRT with equal input provided by faculty from FAU and the respective SMaRT site. Four goals will always be at the heart of the work of the SMaRT and will therefore form the axis for assessment and evaluation:

- Both parties want the best-educated school students possible.
- Both parties want the best prepared, next generation of teachers possible.
- Both parties want improvement in instructional practices by school and university faculty.
- Both parties want to conduct research to evaluate the effectiveness of the change in instructional practices.

The assessment and evaluation plan will serve the dual purpose of continuous improvement of the SMaRT partnership and reporting of the progress of the SMaRT partnership to the local school administration, SDPBC School Board, and FAU programs and administrators.

CONFIDENTIALITY

All individuals including FAU Faculty and FAU SMaRT students will be exposed to a great deal of confidential information and all parties agree to support the *Florida Code of Ethics* and *The Principles Of Professional Conduct* in pre-service and induction programs.

TIMELINE

It is proposed that the activities of the SMART sites begin during the 2006 Fall semester. Assessment and evaluation will commence with program planning and be continuous throughout the Agreement. This Memorandum of Understanding will be effective from the date of signature through June 30, 2007. Either party may terminate this Memorandum of Understanding without cause with 90 days advance written notice.

LIABILITY

FAU assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of FAU and its officers, employees, and agents while acting within the scope of their employment. FAU, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to FAU officers, employees, and agents while acting within the scope of their employment.

Likewise, the SDPBC assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of SDPBC and its officers, employees, and agents while acting within the scope of their employment. The SDPBC, as a state funded entity, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to SDPBC officers, employees, and agents while acting within the scope of their employment.

The SDPBC and FAU further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party a remedy or defense available to such party under the laws of the State of Florida; or (2) the consent of the State of Florida or its agents and agencies to be sued. The SDPBC and the FAU further agree that nothing contained herein shall be construed as a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, FL Statute (1985).

PROFESSIONAL STANDARDS AND LIMITATIONS

Both parties to this Agreement have a right and an obligation to insist on standards of professional decorum on the part of participants that are consonant with prevailing standards in the school community and the education profession. All applicable state and federal laws that apply to both institutions will continue in force. This Agreement will be governed by Florida law and all policies and regulations of the SDPBC and FAU. Neither party will discriminate in the choice of schools, student teachers, or cooperating teachers on the basis of race, color, national origin, age, veteran status, or sex. Nor shall such opportunity be denied on grounds a FAU student is blind, deaf, or physically handicapped in some other

manner, provided he or she is capable of performing the responsibilities of the position for which the assignment is sought with reasonable accommodation.

APPROVAL SIGNATURES

In witness whereof, the parties have executed this Memorandum of Understanding on the date below:

The School Board of Palm Beach County, Florida

Chairman _____
Bill Graham

Date _____

Superintendent _____
Dr. Arthur Johnson

Date _____

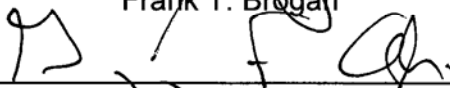
Reviewed and Approved as to Legal Sufficiency

 3-2-07

Florida Atlantic University Board of Trustees

President 
Frank T. Brogan

Date 2-21-07

Dean 
Dr. Gregory F. Aloia

Date 2-21-07

Appendix A

School Agreement for SMaRT Services

1. The _____ School ("School"), a school of the School District of Palm Beach County ("SDPBC"), agrees to obligate itself at a minimum to the following schedule of substitute days for the period Sept. 1, 2006 – June 1, 2007:

| <u>Weekday</u> | <u># Substitute Days</u> |
|----------------|--------------------------|
|----------------|--------------------------|

Monday

Tuesday

Wednesday

Thursday

Friday

This schedule will be driven by the SDPBC calendar, and excludes all holidays, professional development days, and emergency days.

2. The principal will have the opportunity to interview the SMaRT subs for the school.
3. Regular teachers need to provide lesson plans and seating charts.
4. Florida Atlantic University will receive \$100 per substitute inclusive of the services of both the FAU student and the FAU mentor.
5. The School District shall receive an invoice from Florida Atlantic University every two weeks which is payable within 30 days. The invoice will detail the actual number of substitute teacher days provided by FAU during the prior period.
6. This School Agreement is entered into as part of the Memorandum of Understanding ("MOU") for the Establishment of School Relationships for SMaRT Substituting by and between the Florida Atlantic University Board of Trustees and SDPBC and is subject to and governed by its terms and conditions. By entering into this School Agreement, School agrees to abide by and be subject to the terms and conditions of the MOU, as applicable.

Principal

SMaRT Coordinator

Other

Dean, COE

February 21, 2007