

Office of Professional Development
Ava G. Byrne, Deputy Superintendent

SUBJECT: REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND FLORIDA INTERNATIONAL UNIVERSITY ESTABLISHING A PROFESSIONAL DEVELOPMENT SCHOOL AT THE DAVID LAWRENCE, JR. K-8 CENTER

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

LINK TO DISTRICT STRATEGIC PLAN: DEVELOP AND RETAIN HIGH-PERFORMING AND MOTIVATED FACULTY AND STAFF

In collaboration with Florida International University, M-DCPS proposes to establish a professional development school at the David Lawrence Jr., K-8 Center that will serve to promote high quality professional learning for DLJ faculty members and enhance the professional preparation of future teacher candidates from FIU. The implementation of a professional development school model will facilitate the application of current, research-based pedagogical strategies to hands-on practice within the school and thereby generate an innovative teaching and learning environment aimed at improving instruction and increasing student achievement.

As indicated in the attached MOU, teacher interns from select FIU programs, including the Elementary Education, Special Education, Counseling and Educational Leadership programs will have the opportunity to complete field experiences and student teaching assignments at DLJ under the guidance of veteran teachers. In addition, DLJ teachers may elect to team-teach with university based faculty, provide demonstration lessons for pre-service courses or serve as Partnership Faculty members overseeing interns and student teachers. To facilitate ongoing professional learning and reflective practice, DLJ faculty members and FIU teacher interns will also jointly undertake action research projects and inquiry-based studies that link teacher development and student learning.

The MOU outlines additional resources that will be shared between FIU and DLJ. In particular, FIU will provide advance degree coursework at the school to accommodate DLJ teachers and other educators employed at schools located within the feeder pattern. In addition, access to FIU facilities including the Kovens Center, libraries and sporting centers will be available at no charge and DLJ teachers will be guaranteed priority status in the event that a childcare facility is established on FIU's campus.

D-1

Board authorization to approve the attached MOU is accordingly requested in order to establish a professional development school in collaboration with FIU at the David Lawrence Jr., K-8 Center

RECOMMENDED: That The School Board of Miami-Dade County, Florida, approve the proposed Memorandum of Understanding between The School Board of Miami-Dade County, Florida, and Florida International University to establish a professional development school at the David Lawrence Jr., K-8 Center.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BY AND BETWEEN DAVID LAWRENCE K-8 SCHOOL, A SCHOOL GOVERNED BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND THE COLLEGE OF EDUCATION AT FLORIDA INTERNATIONAL UNIVERSITY

Rationale

The purpose of this Memorandum of Understanding (MOU) is to clarify the professional partnership relationship between David Lawrence K-8 School (DLS), a school within the Miami-Dade County school district (M-DCPS) and the College of Education (COE), Florida International University. While this agreement reflects the recognition and appreciation for the respective autonomous institutional contexts of DLS and the COE, both parties seek to establish a professional partnership toward the shared vision of:

- quality education for all children, and
- quality professional education and development for all teachers.

This MOU will provide ongoing quality field and student teaching placements for teacher preparation students, ongoing professional development for DLS teachers who desire to become Partnership Faculty in the COE's teacher preparation program, and ongoing scholarly and faculty development opportunities for FIU faculty.

Pursuant to this MOU, DLS will become a Professional Development School for students in FIU's Elementary Education, Special Education, Counseling, Educational Leadership and other university programs. In addition, interested DLS teachers will have the opportunity to be prepared as Partnership Faculty. Both DLS and the COE share a commitment to the appropriate inclusiveness of all stakeholders in the professional partnership and will continue to develop and refine the partnership relationship through the means identified in this MOU.

Belief Statements

The parties share in the following beliefs:

1. The preparation of future teachers is the responsibility of the entire profession, both school-based personnel and those in higher education.
2. The school is the unit of change rather than a few individuals within the school.
3. The profession benefits from new teachers who have been prepared as professionals with the ability and disposition to facilitate and enhance learning and development within diverse settings.

4. In order for this arrangement to be a true partnership, responsibilities and resources should be shared between the school district and the university.
5. It is important for the Partnership to understand the goals of the teacher preparation programs *and* it is important for the university-based faculty to understand the goals of the school.

Benefits

The parties will benefit from the partnership as follows:

- FIU will have a Professional Development School, staffed by Partnership Faculty who are knowledgeable about FIU's education programs and experienced in the use of supervision skills, where students can be placed for their field experiences and student teaching.
- DLS' teachers will learn from experiences that may not otherwise be available to them. For example, the possibility of team-teaching with university-based faculty, with regard to professional methods, affords the opportunity to examine critically the curriculum and methodology currently being employed in individual classrooms.
- University faculty will grow professionally by working with experienced teachers who have rich school experiences.
- DLS will be in the presence of university faculty, preservice teachers and other university professionals working with their partnership faculty and students.
- Student Achievement – The DLS students will use the research to improve teaching and learning in an effort to increase student achievement.
- DLS and FIU COE will benefit from the partnership on Federal, State, and local grant opportunities.

In order to accomplish these goals, the parties agree with the Responsibilities and Resource Sharing as detailed in Exhibit "A" which is attached hereto and incorporated herein. The parties agree that Exhibit "A" may be revised from time to time with the written approval of

the Executive Vice Provost for FIU, on behalf of FIU and

Ava Byrne, Deputy Superintendent, Professional Development, on behalf of M-DCPS.

"Exhibit A"

Responsibilities

The parties agree to the following:

1. A Professional Development Council will be formed with the following members: DLS' Principal or alternate, COE's Associate Dean for Academic and Student Affairs, two Partnership Faculty members (one primary, one intermediate), two university-based faculty members (one will be the Curriculum and Instruction Department Chairperson), the FIU-COE Director of Field Experiences, parent of a DLS student, and a community representative. The Professional Development Council will facilitate the implementation of all professional development activities and special projects at DLS. All events and proposals must be approved by DLS' Principal, and FIU-COE.
2. DLS faculty interested in becoming Partnership Faculty will agree to participate in a clinical supervision seminar, as required by the State of Florida, in order to supervise interns and student teachers.
3. Supervision of FIU-COE interns and teachers will be consistent with the policies currently established in the Office of Field Experiences. These policies include the regulations established by the Miami-Dade County Public Schools Placement Office. FIU agrees to notify all FIU COE Interns participating under this MOU that they are responsible for their own medical care and hospitalization. In addition, FIU-COE interns shall be notified that they are not employees or agents of the University or the School Board.
4. DLS will be responsible for determining the number of student teachers, methods students, and observers it will be willing to work with during a given semester and communicate that number to the office of Field Experiences during the semester prior to the one in question. The Office of Field Experiences will place only the number of students at the grade levels that DLS requests for that semester. COE will agree to provide DLS with the names of students in these categories, in a timely fashion, in order for the appropriate planning to occur prior to the experience. FIU-COE students will agree to meet with teachers at DLS during the semester (student teachers) prior to the experience.
5. DLS will assist FIU-COE to develop a plan to assess and evaluate the impact on student learning gains generated by the establishment of the Professional Development School. Assessment and evaluation should serve the dual purposes of continuous improvement and reporting progress to school administration and board and to participating university program administrators.
6. **Student Confidentiality:** COE understands and agrees that it is subject to all School Board rules relating to the confidentiality of student information. COE 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 records.

7. **Governing Law and 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.
8. **Termination:** Both parties reserve the right to terminate this MOU at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the parties will be relieved of all obligations under said contract.
9. **Hold Harmless:** Each party shall be responsible for its own actions and negligence to the extent and limits permitted by §768.28, Florida Statutes. DLS shall indemnify and hold harmless COE to the extent and limits permitted by §768.28, for any actions, claims or damages arising out of DLS' negligence in connection with this Agreement. COE shall indemnify and hold harmless DLS to the limits and extent permitted by §768.28 for any actions, claims or damages arising out of COE's negligence in connection with this Agreement. Nothing in this Agreement shall be interpreted as a waiver of DLS' or COE's sovereign immunity.
10. **Jessica Lunsford Act Compliance:** FIU understands and agrees that all individuals who will have direct contact with students or who will have access to the School Board premises while students are present shall be screened in accordance with Florida law as indicated on the attached Addendum "B," which is attached hereto and incorporated herein by reference.

Resource Sharing

COE agrees to:

- Designate a faculty liaison for DLS. This individual will be a faculty member with one course release per semester. DLS shall have input on the selection of the liaison; the Liaison's responsibilities will include organizing internships, providing professional development; facilitating learning communities and action research and assisting with grant writing efforts
- Provide Partnership Faculty with parking passes and library privileges at Florida International University.
- Provide refreshments for teachers and students on select special occasions through the Hospitality Management program

- Grant DLS teachers priority status, in the event a childcare facility is established on the FIU campus
- Provide access as needed to FIU facilities such as the Kovens Center and sports facilities to DLS. Access to FIU facilities will be at no cost to DLS.
- Provide advance degree coursework on-site to DLS teachers and other educators in the feeder pattern

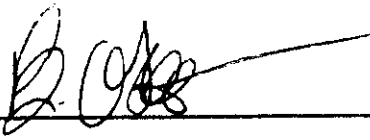
DLS agrees to:

- Provide one or two classrooms during regular schools hours for university-based faculty to teach method courses, contingent upon availability of space.
- Facilitate the process for COE faculty to conduct action research projects, often in collaboration with DLS teachers, the findings of which will be disseminated to the school.
- Provide Partnership Faculty with occasional release time to work with University-Based Faculty or students when requested in a timely manner
- Provide Partnership Faculty to work with COE Faculty on grant writing activities
- Provide opportunities for employment to FIU students in the aftercare programs.
- Provide demonstration lessons and modeling in preservice courses.

The COE Faculty liaison will discuss with the DLS principal any of the above additional duties that may be required of DLS teachers in partnership with COE faculty. The DLS principal will be responsible for approving and assigning any additional duties required by these collaborative arrangements with COE faculty

Memorandum of Understanding Signatures

<u>Signature</u>	<u>Date</u>	<u>Responsibility</u>
_____		Miami-Dade County Public Schools Superintendent of Schools
_____		Miami-Dade County Public Schools



Region Superintendent

Principal, David Lawrence K-8 Schools




David Lawrence K-8
School Site Representative

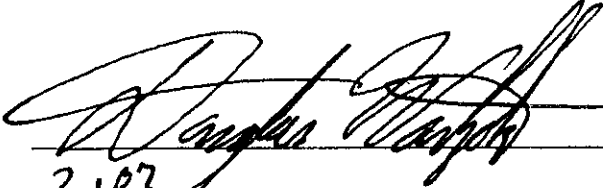
Dean, College of Education
Florida International University



Associate Dean, College of Education
Florida International University



Chairperson,
Department of Curriculum
and Instruction, College of Education
Florida International University


_____ ^{AB}
2107

Douglas Wartzok
Executive Vice Provost
Florida International University

Miami-Dade County Public Schools
School Board Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



ADDENDUM TO VENDOR AGREEMENT

ADDENDUM B to Memorandum of Understanding
between David Lawrence K-8 School & the College of Education at
Florida International University to establish a professional development school
("Agreement")

[Handwritten initials]

BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see ATTACHMENT C (Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, ~~that Contractor and all of its employees who provide or may provide services under this Agreement have completed~~ all background screening requirements as outlined in the above-referenced statutes.

[Handwritten initials]

Additionally, Contractor agrees that each of its employees, representatives, ~~agents, subcontractors or suppliers~~ who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

pursuant to the Agreement

[Handwritten initials]

Contractor agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to ~~require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.~~ Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists ~~as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards.~~ Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

periodically

The School Board shall provide Contractor with the information required to update these lists.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

[Handwritten initials]

that as a condition for an individual to be able to provide services to the School Board pursuant to the Agreement, the individual will

COMPLIANCE WITH SCHOOL CODE

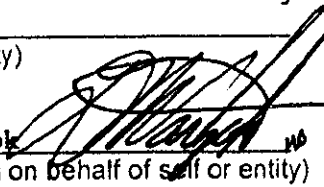
Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

**The Florida Interantional University
Board of Trustees**

(Name of Individual or Entity)

The School Board of Miami-Dade County, Florida

By: _____

By: **Douglas Wartzok** 
(Name of Individual signing on behalf of self or entity)

Rudolph F. Crew, Ed. D
Superintendent of Schools, or designee

Title: **Executive Vice Provost**

Printed Name of Designee

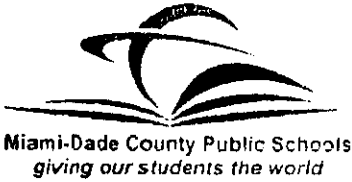
Date: **2.07**

Date: _____

Approved as to form:

School Board Attorney

Originating Office Administrator



Miami-Dade County Public Schools

SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT C

**SWORN STATEMENT PURSUANT TO SECTION 1012.4655
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by Douglas Wartzok

Executive Vice Provost

(Print individual's name and title)

for The Florida Interantional University Board of Trustees

(Print Name of entity submitting sworn statement)

whose business address is

11200 S.W. 8th Street PC 230
 Miami, FL 33199

and its Federal Employer Identification Number (FEIN) is 65-0177616

If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, Douglas Wartzok , am duly authorized to make this

(Print individual's name and title)

sworn statement on behalf of The Florida International University Board of Trustees

(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "**contractual personnel**" to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a service contractor (eg. a private bus
Type of entity

service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida. **who will be performing services under the Memorandum of Understanding between David Lawrence K-8 School and FIU dated on or about the date hereof (the "Agreement").**

7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.

9. I understand that any costs and fees associated with the required background screening will be borne by ~~my company.~~ the University.

10. I understand that the School Board shall notify me of any personnel ~~any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted~~ to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, assigned to provide services under the Agreement who, upon completion of the background check, is not

Initials

or is
and shall not be permitted to have access to school district funds.

[Handwritten signature]

the University

11. I understand that the failure of ~~any of the company's or my affected~~ personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify ~~my~~ the University company from doing business with The School Board of Miami-Dade County, Florida, as contemplated by the Agreement.

[Handwritten signature]

12. I hereby certify that the foregoing statement is true and correct in relation to the company for the which I am submitting this sworn statement. I further certify that this statement is being given the University knowingly and voluntarily by me on behalf of my company.

University
The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005, as it applies to those individuals who will provide services under the Agreement.

[Handwritten signature]

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465 AND 435.04, FLORIDA STATUTES. University

[Handwritten signature]
(Signature) *[Initials]*

Sworn to and subscribed before me this 2 day of January 2006-2007

Personally known

OR Produced Identification

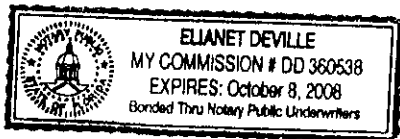
Notary Public State of Florida

(Type of Identification)

My commission expires _____

[Handwritten signature]

(Printed typed or stamped commissioned name of notary public)



Initials