

Professional Development Schools (PDS) Contract

State of New Jersey

Agreement

County of _____

THIS AGREEMENT (“Agreement”) is made as of (insert date) by and between William Paterson University, a higher education institution and an agency of the State of New Jersey (“WPU”), acting by and through its College of Education (“College”), and the _____ School District (“District”).

WITNESSETH:

WHEREAS, the parties desire to designate _____ (“School”) as a Professional Development School (“PDS”) and a member of the College’s Professional Development School Network (“PDS Network”); and

WHEREAS, in recognition of the School’s membership in the College’s Professional Development School Network (“PDS Network”), the parties desire to jointly support specified personnel and activities at the PDS in accordance with the terms and conditions set forth herein;

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

1. **Term.** This Agreement shall be effective as of September 1, 2008 and shall remain in full force and effect until June 30, 2011 unless earlier terminated by either party in accordance with the provisions of Paragraph 2 herein. The term of this Agreement may be extended for additional three (3) year periods upon the mutual written consent of the parties.
2. **Termination.** This Agreement may be terminated by either party effective as of June 30th of any year upon ninety (90) days advance written notice.
3. **Duties and Responsibilities.** During the term of this Agreement, the parties agree to the following duties and responsibilities:
 - (a) The PDS will provide a specified number of school faculty to work with the WPU teacher education candidates assigned to the above named school during their teacher education program.
 - (b) PDS representatives will actively participate in the governance of the College’s PDS Network.

- (c) The PDS will host on-site, whenever possible, pre-service courses for WPU teacher education candidates designed to enhance the application of academic coursework to actual teaching practices.
- (d) The PDS and the College will jointly select a WPU-based PIR (Professor in Residence) and a PDS-based liaison to coordinate PDS professional development activities.
- (e) The WPU PIR will work with the PDS no less than one day per week serving as a support person for the PDS's professional development activities and when possible supervise WPU teacher education candidates.
- (f) The PDS liaison will be a P-12 faculty member or administrator who will provide coordination services related to WPU teacher education candidates and collaborate with the WPU PIR in guiding PDS initiatives.
- (g) The PDS will provide a dedicated physical space within the PDS for use by the WPU PIR.
- (h) The College will provide graduate courses on site when feasible.
- (i) The College will provide free training for PDS faculty on mentoring.
- (j) The College will provide priority consideration for PDS faculty to participate in paid student teaching experiences and grant-funded initiatives in the College.
- (k) The College will provide a limited number of free registrations for PDS faculty to attend on campus professional development events.
- (l) During the two-year cycle, the PDS and College will jointly complete a self-evaluation using NCATE's PDS Standards.

4. **Financial Contribution**

During each year of this Agreement, the District agrees to remit to the College the sum of Eight Thousand (\$8,000.00) Dollars for services rendered by the PIR. The District agrees to make payment in full on or before September 1st of the first year and \$8,000 each year succeeding year of this Agreement by October 1st.

5. **Miscellaneous.**

- (a) WPU agrees that it will be liable for the errors, acts or omissions of WPU and its employees in the performance of its obligations under this Agreement to the extent permitted under the NJ Tort Claims Act, N.J.S.A.

59:1-1 et seq. The District agrees that it will be liable for the errors, acts or omissions of the District or its employees, agents, or contractors in the performance of its obligations under this Agreement.

- (b) This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, oral or written, regarding such matters. This Agreement may only be amended or modified by the mutual written consent of the parties.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, and the laws of the State of New Jersey shall govern the validity, performance and enforcement of this Agreement.
- (d) No waiver by the parties hereto to any default or breach of any covenant, term or condition of the Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
- (e) Notices required under this Agreement shall be in writing and be delivered by hand, by confirmed courier or by United States registered or certified mail, addressed as follows:

(a) If to WPU or the College: Dr. Kathleen Waldron
 President
 William Paterson University
 300 Pompton Road
 Wayne, NJ 07474

(b) If to the School District _____

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the dates below written:

_____ SCHOOL DISTRICT	WILLIAM PATERSON UNIVERSITY
By: _____	By: _____ _____, Secretary Board of Trustees
Date: _____	Date: _____

And: _____ Chief Financial Officer	And: _____ Candace Burns, Dean College of Education
Date: _____	Date: _____

Revised: January 2011