

Pittsburg State University
College of Education
Office of Teacher Education
110 Hughes Hall

District: Raytown Schools

Effective Date: August 1, 2023

Educational Practice Field Experience Memorandum of Understanding

This agreement is entered into at Pittsburg, Kansas, pursuant to Kansas Statutes Annotated (K.S.A.) 72-1392 and is by and between Pittsburg State University (College of Education), a public institution of the State of Kansas (hereinafter "The University"), and the Board of Education of School District Number C-2 known as **Raytown Schools of Jackson County, MO**, (hereinafter "The District").

WITNESSETH: The parties agree as follows:

SECTION 1. This agreement will be considered to be effective as of August 1, 2022, and will remain in effect until such time as it is altered or terminated by either or both of the parties.

- (A) This agreement may not be unilaterally terminated or altered by either party within 60 days before the beginning of any school year in which teacher education students have been placed with The District.
- (B) Except as provided above, this agreement may be unilaterally terminated or altered at any time providing 30 days notice is given to the other party and no teacher education students have been placed in The District for the succeeding year in which field experiences may occur.
- (C) This agreement may be terminated or altered at any time upon mutual agreement of both parties.
- (D) All contractual agreements shall be subject to the laws of the State of Kansas.

SECTION 2. The District agrees to provide the authorization, supervision and instruction to all teacher education students placed in The District (including student teachers, pre-lab students, and practicum/internship students). The number of teacher education students for which placement in the District is requested in any given year will vary depending upon the number of students accepted into any particular University teacher education program. Since enrollments are subject to fluctuation, it is possible that in any given year or term, no requests for placement of teacher education students will be made to The District.

SECTION 3. The District agrees to accept for assignment, to cooperating teachers in the public schools, students in the teacher preparation program. The District further agrees the cooperating teacher will have direct supervision of the education student assigned and will work with a faculty member assigned by the University in directing and evaluating said student. The District will accept qualified teacher education students without regard to race, creed, sex, age, handicap, or national origin and will provide for the participation of its staff members in supervision of the educational practice of such teacher education students under the following conditions:

- (A) Persons employed by The District who have direct responsibilities associated with a University teacher education program will be designated as "Cooperating Personnel" and must fall into one or more of the following categories:
 - 1. The superintendent or chief administrator of a school district or school system in which Pittsburg State University teacher education students are assigned.
 - 2. The person designated by the superintendent to coordinate Pittsburg State University teacher education student activities in The District or system.
 - 3. The principal or chief administrator of a school building in which Pittsburg State University teacher education students are currently assigned.
 - 4. A person designated by the principal to coordinate mutually agreed upon Pittsburg State University teacher education student activities in the school building.
 - 5. Teachers to whom one or more Pittsburg State University teacher education students are currently assigned by the school administrator and The University.

(B) A Cooperating Teacher shall have the following qualifications:

1. A minimum of three years of successful teaching experience.
2. Be certified by the State Department of Education in the state where employed.
3. Is recognized as a Highly Qualified, Master Teacher in their field.
4. Shows a willingness to work with a teacher education student.

(C) The University recognizes that the cooperating teacher's first responsibility is to his/her pupils rather than to the teacher education students. The cooperating teacher will, however, assure that field experiences afford the teacher education student an opportunity to learn and practice the responsibilities of teaching as well as reflect upon and evaluate his/her education practice.

1. The cooperating teacher will provide opportunities for the student teacher to gain experience in management of regular school duties as soon as advisable and with as much initiative and responsibility as the situation will permit.
2. The cooperating teacher will serve as a role model and information source, helping the candidate improve teaching skills, strategies, student-teacher rapport, and understanding of both cognitive and affective aspects of teaching.
3. The cooperating teacher will evaluate the candidate's progress on a continuing basis, provide constructive feedback and coaching, and complete formal evaluations as required by The University.

(D) Student Teacher assignments will have the following restrictions:

1. By state regulation (KSDE 91-19-6 e) student teachers are prohibited from serving as regular or substitute teachers in Kansas Schools.
2. Student teachers will be assigned to no more than two cooperating teachers.

SECTION 4. The University agrees to provide the following tangible benefit to cooperating personnel: the sum of \$100.00 for each officially assigned student teacher will be paid to The District, or to the cooperating teacher, if so directed by The District.

(A) Only formally assigned cooperating teachers will be eligible for the stipend.

(B) If a student teacher is assigned to more than one cooperating teacher, the \$100.00 will be divided proportionately.

SECTION 5. The responsibilities of The University will include:

- (A) The Office of Teacher Education at The University will coordinate all contacts, operations, and activities which pertain to field experiences prior to and during student teaching, pre-lab, and/or practicum/internship experiences.
- (B) The University will provide faculty to direct pre-lab, practicum, and internship students.
- (C) The University will provide faculty to observe and evaluate each student teacher and to consult with the cooperating teacher.
- (D) The University faculty assigned to observe and evaluate the student teachers will visit the contracted field site a minimum of three times throughout the semester.

All notices, questions, and other matters related to field experiences shall be directed to:

For the District:	For the University:
Field Placement Coordinator	Pittsburg State University
Name: <i>Jillian Lipari</i>	College of Education
Title: <i>Curriculum Coordinator</i>	Office of Teacher Education
Building: <i>RSECC</i>	1701 S. Broadway
Address: <i>10750 E. State Rte. 350</i>	110 Hughes Hall
<i>Raytown, MO 64138</i>	Pittsburg, KS 66762
Phone: <i>816-248-7110</i>	Phone: (620) 235-4489
Email: <i>jillian.lipari@raytownschools.org</i>	Email: teachered@pittstate.edu
FAX:	FAX: (620) 235-4421

IN WITNESS WHEREOF the parties have hereunto affixed their respective signatures at the place on and the day and year first above written.

BOARD OF EDUCATION

School District # _____

County _____

State _____

By* _____

Title _____

*(To be signed by Superintendent or his/her designee)

PITTSBURG STATE UNIVERISTY

for the College of Education



By

Director of Teacher Education

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of August, 2011.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."