

**AFFILIATION AGREEMENT
WITH A SCHOOL DISTRICT**

THIS AGREEMENT, is made this 2nd day of June, 2020, by and between KANSAS STATE UNIVERSITY, (hereinafter referred to as “University”), a public educational institution of the State of Kansas, and the school district, **IA Linn-Mar Community School District** (hereinafter “School District”), located at **Marian, Iowa**. The parties intend to be legally bound to the following terms:

- I. PURPOSE.** The parties intend for this Agreement to set forth the obligations of the University and the School District regarding University students participating in educational field experiences, and in some cases, acting as student teacher interns at a school in the School District, which is a necessary academic component requirement for the University students.
- II. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**
- a. Selection of Students. The University shall be responsible for the selection of qualified students to participate in a practicum or student teaching internship. Selected students must have the appropriate educational background and skills consistent with the standards for the educational experience offered by the School District.
 - b. Education of Students. The University shall assume full responsibility for the University classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, requirements of matriculation, grading, and graduation. As part of the educational component of the program, the University Contact (defined below) shall conduct in-person, or through other technological means, evaluations of the University students as determined by the University. These evaluations are not for supervisory purposes, but rather to evaluate the University student’s academic progress.
 - c. Submission of Candidates. The University shall submit the names of the University student candidates to the School District at least eight weeks prior to the proposed start of the educational experience assignment. The University also shall send to the School District a description of each student candidate’s educational goals (observation, lesson development and delivery, practicum, or internship) and the requested time period for placement.
 - d. Payment. The University assumes this amount will be disbursed to the Cooperating Teacher(s) performing the oversight duties.
 1. Undergraduate Student Teacher: For each intern accepted for placement by the School District, the University shall pay to the School District the amount of \$50.00/semester.
 2. MAT Graduate Student Teacher: For each intern accepted for placement by the School District, the University will compensate the School District the amount of \$100 for the fall semester, and \$150 for the spring semester.
 - e. Communications by Representatives. The University shall designate a representative to meet with designated School District personnel at least annually to collaboratively improve University student educational experiences. The University shall also designate one representative who shall be the point of contact (“University Contact”) for the School District regarding each University student; for example, evaluations and other information necessary to assess the University student’s academic progress shall be submitted to the University Contact.
 - f. Informing Students of Rights and Responsibilities. The University shall be responsible for informing each University student of his or her own responsibilities, as follows:

1. In accord with Section III-b, below, the student shall be informed of his or her obligations to abide by the policies and procedures of the School District and that should any student fail to abide by any policy and/or procedure, he or she may be subject to disciplinary action by the University, up to and including expulsion from the University's program, in addition to any disciplinary action taken by the School District.
2. The students will be encouraged to procure professional liability insurance of their own choosing and at their own expense.
3. Students shall be responsible for obtaining a Certification of Health for School Personnel, in accordance with K.S.A. 72-5213, relating to TB testing and providing the form to the University (the University collects forms to help facilitate the process for the School District), which will provide the form or relevant requested information to the School District.
4. Students shall be responsible for completing first aid/CPR training prior to the beginning of the student's educational experience.

III. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. Establishment of Practicum or Student Teaching. The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a placement location for University student educational experiences in the form of practicums and/or student teaching internships. The student practicum and/or internship opportunities are for degree-seeking students enrolled in the University's College of Education.
- b. Policies of School District. In accord with Section II-f, above, the University shall inform its students, prior to the assignment, of any and all applicable policies, codes or confidentiality issues related to the practicum or student teaching internship, to the extent the University is informed of such by the School District. The School District will provide the University all the applicable information at least four weeks in advance of the University student's participation.
- c. Administration. The School District shall have sole authority and control over all aspects of services to its own students. The School District shall be responsible for and retain control over the organization and operation of its own programs.
- d. Removal of Noncompliant Student. The School District shall have the authority to immediately remove or otherwise sanction a participating University student who fails to comply with its policies and procedures. If such a removal or sanction occurs, the School District should immediately inform the University Contact.
- e. Designation of Representative. The School District shall designate one of its employees to serve as a liaison to the University, who will meet periodically with representatives of the University in order to discuss, plan, and evaluate the experience of the University student(s).
- f. Supervision of University Students. The School District shall provide a teacher who will supervise the University student's activities during the student's educational experience ("Cooperating Teacher"). The Cooperating Teacher shall provide on-going supervision and feedback throughout the practicum or student teaching internship. The Cooperating Teacher shall provide a final written performance evaluation of the University student in accordance with the evaluation documents and timeline provided by the University.
- g. Student Teaching Intern Experience. When a student is assigned and accepted as a student teaching intern, the School District shall:

1. Allow student teachers to conduct classroom observations and lesson presentation (to include whole group, small group, and individual) under the guidance of the Cooperating Teacher;
 2. Allow student teachers to use video and audio recording devices for the purpose of individual reflection and evaluation, as well as preparation of the student teacher work sample (the portfolio which the University uses as an evaluation tool to inform recommendations for licensure). Additionally, the School District acknowledges that the University may disclose or use the video and audio recordings to respond to a lawful request pursuant to statute or judicial order, or in connection with an emergency when the contents of any such recording are necessary, in the discretion of the University, to protect the health or safety of students or other individuals;
 3. Allow the University Contact access to the classroom for normally scheduled evaluation observations, both face-to-face and video-based, as appropriate for the placement. Placements outside local driving distance from Manhattan, Kansas, may involve evaluation observations using video recordings or live cloud-based observations (i.e. Zoom, SKYPE, GoToMeeting etc.) In cases utilizing streaming or recording devices, the School District shall have responsibility for seeking any desired or required parental awareness and approval. The University shall take reasonable steps to ensure any such video recording and data is not publicly accessible; and
 4. Allow the student teacher and require the Cooperating Teacher to provide evaluations of the overall student teaching program.
- h. Qualifications of Cooperating Teacher. The Cooperating Teacher shall possess a minimum of the following qualifications:
1. Possess a valid State professional teaching credential in the subject matter field in which the student teacher is preparing to teach;
 2. An interest and desire to work with the student teacher and University Contact;
 3. Completion of a minimum of three years of successful teaching experience under a professional license and either have been in the present school at least one semester or have the requisite number of years of prior teaching experience (for mentoring purposes) at another location/assignment;
 4. Demonstrated success in promoting student learning;
 5. Demonstrated ability to collaboratively mentor adults using formal observational and feedback techniques; and
 6. Final approval as the Cooperating Teacher by:
 - i. Building Administration;
 - ii. School District Administration; and
 - iii. University Administration.
- i. Reporting of Student Progress. The School District shall provide all reasonable information requested by the University on a University student's performance, which may be in the form of conferences, assessments, or other forms reasonably requested by the University. If there are any applicable student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- j. Student Records Privacy. To the extent the School District generates or maintains educational records related to the University student, the School District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to the University and shall limit access to only those employees or agents with a legitimate educational interest. For the purposes of this Agreement, pursuant to FERPA, the University

hereby designates the School District as a school official with a legitimate educational interest in the educational records of the University student(s) to the extent that access to the University's records is required by the University or School District for the School District to carry out the University student educational experience.

IV. MUTUAL TERMS AND CONDITIONS

- a. Educational Practicum or Student Teaching Internship. The parties will mutually agree upon the number of students that shall be assigned to the School District, the duration, and the educational experience provided which shall be consistent with the standards of the accrediting entity for the school or division of the University in which the students are enrolled. The practicum or student teaching internship will be reviewed periodically by the Parties and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
- b. No Employment Relationship. It is understood by the parties that the participating students are interns, who are receiving the primary benefit of the educational experience, including but not limited to the training related to the student's academic field of study, at the School District, and the students are not employees of University or School District based on the educational experience. It is understood by the parties that the students shall not receive remuneration or compensation or other benefits applicable to employees. The parties agree that there is no expectation that the students receive future employment with School District as a result of their participation in the educational experience and that no School District employees will be displaced as a result of students' participation in the educational experience.
- c. Student Documents and Obligations. Notwithstanding anything to the contrary in this Agreement, in reference to any obligation of the participating students stated herein, any failure by the students related to such obligations shall not constitute a breach of this Agreement by the University. The parties agree that it is the student's responsibility to satisfy the School District's requirements and although the University may help compile students' documentation related to such requirements and/or transmit the same to School District, or otherwise inform students of School District's requirements, University makes no representations or warranties regarding the information and documentation provided, but merely provides such information and forwards such documentation as an administrative courtesy to School District. School District is solely responsible to review such documentation for veracity, authenticity, sufficiency, and to independently determine whether the student has satisfied School District's requirements for acceptance to the educational experience.
- d. Term of Agreement. The term of this Agreement shall be five years from the date of execution.
- e. Termination of Agreement. The University or the School District may terminate this Agreement for any reason with ninety (90) days' notice to the other party. Either party may terminate this Agreement in the event of a material breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students participating in a practicum or student teaching internship at that time may continue their educational experience until it would have been concluded absent the termination.

- f. Modification of Agreement. This Agreement shall only be modified by written agreement signed by both parties.
- g. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors, and shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.
- i. KSU-146a. The Provisions found in Contractual Provisions Attachment (form KSU146a, rev. 3-18), which is attached hereto, are hereby incorporated in this contract and made a part hereof

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Kansas State University

School District

Dean, College of Education Date

Superintendent of Schools Date

Provost Date

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all copies of any contractual agreement by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-18), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **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 the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** All matters arising out of or related to 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 arising out of or related to this contract shall reside only in courts located in the State of Kansas.

3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

4. **Arbitration, Damages, Warranties:** No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does 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 or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. **Responsibility For Taxes:** The University 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.

6. **Insurance:** The University 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 the University to establish a "self-insurance" fund to protect against any such loss or damage.

7. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: <https://www.k-state.edu/policies/ppm/3000/3070.html>.

8. **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. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.

10. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.

11. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including University's anti-discrimination policy: <http://www.k-state.edu/policies/ppm/3000/3010.html>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy. Contractor also 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 or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.

12. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records, and therefore no

provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45- 215, et seq.). Moreover, 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.

13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.