

FORT HAYS STATE UNIVERSITY
MEMORANDUM OF AGREEMENT PRACTICUM

Concerning the
 Special Education – Low Incidence Practicum
 Department of Advanced Education Programs: Special Education Low-Incidence Programs

PURPOSE:

The purpose of this agreement is to provide a qualified graduate candidate with a practicum experience in the field of low incidence special education, with a minimum of 100 hours in the school setting during the scheduled days/time over the period of one semester.

THE FACULTY SUPERVISOR WITH SUPPORT OF THE FORT HAYS STATE UNIVERSITY AGREES:

1. To assign a university liaison to facilitate communication between the university and the placement site;
2. To notify the candidate that he/she must adhere to the administrative policies, rules, standards, schedules, and practice of the site;
3. To be available for consultation with both mentors and candidate and shall be immediately contacted should any problem or change in relation to candidate, site, or university occur;
4. To be responsible for the assignment of a practicum grade;
5. To provide mentors with information on the program's expectations, requirements, and evaluation procedure for candidates.

The University does not provide candidates with blanket insurance covering them against liability for actions or inaction occurring in the practicum setting.

THE PRACTICUM SITE AGREES:

1. To assign a mentor who shall have satisfied all of the following requirements at the time of the practicum:
 - The mentor has a license in the State of Kansas or in the state in which the candidate is being supervised;
 - The mentor has a minimum of a master's degree;
 - The mentor has a professional license with special education endorsement;
 - The mentor has a minimum of three years of professional experience;
 - The mentor has knowledge of the program's expectations, and requirements for candidates.

- The mentor has at least partial professional responsibility for the applicant's supervised practicum experience.
- The mentor has no familial or other dual relationship with the candidate.
- The mentor will be available to the candidate at the points of decision making regarding instructional practice.
- The mentor will document supervision and collaboration with the candidate.
- If the candidate completes duties for the school district or interlocal/cooperative outside of the 100 hours of practicum, it is understood that such duties are not represented as practicum.
- During the time of supervision, the mentor shall not have been subject to disciplinary action by the licensing authority.

2. To provide the opportunity for the candidates to engage in professional practice through a broad range of supervised experiences, which include the following activities and experiences:

- Interdisciplinary collaboration and consultation
- IEP development
- Data collection and management at individual level – record reviews, observations, and interviews
- Student assessment and instructional decisions with a student population presenting a diverse set of problems and backgrounds.

To provide the candidate with adequate instructional space to conduct professional activities.

Jerrie Brooks, Ed.D. (jlbrooks8@fhsu.edu) is the faculty liaison with whom the candidate and practicum mentor will communicate regarding progress, problems, and performance evaluations. In witness whereof, the parties hereto have caused this memorandum of agreement to be signed this day and year below:

Practicum Mentor Signature _____ Date _____

CANDIDATE PRACTICUM AGREEMENT

Directions: complete this form and submit a copy of this agreement to the university practicum supervisor.

1. I hereby attest that I have read and understood the Kansas Educator Code of Conduct ethical standards (https://www.ksde.org/Portals/0/TLA/Licensure/KS_Ed_Code_Conduct_Brochure031014.pdf) and will practice in accordance with these standards. Any breach of these ethics or any unethical behavior on my part will result in my removal from practicum, a failing grade, and documentation of such behavior will become part of my permanent record.
2. I adhere to the administrative policies, rules, standards, and practices of the practicum site and understand that should I fail to adhere to these rules and policies, my practicum may be terminated, and I will fail the practicum class.

3. I understand that my responsibilities include keeping my mentor and university supervisor informed regarding my practicum experiences.
4. I understand that in order to earn a passing grade (A or B), I must demonstrate the specified minimal skill level for instructional skills, knowledge, and competence. In addition, all course requirements must be completed.
5. I agree not to divulge any information regarding material, students' names, concerns, etc., to any party outside of this class. Failure to do so will constitute violation of confidentiality and be representative of unprofessional conduct.
6. I absolve Fort Hays State University of any liability in the performance of my practicum activities for the term/year of this class.

Signature: _____ Date: _____

CANDIDATE INFORMATION:

Name:

Phone number:

Email address:

Term of practicum placement:

Practicum site:

Address:

UNIVERSITY FACULTY LIAISON INFORMATION:

Name: Jerrie Brooks

Phone number: 785.628.4738

Email address: jlb Brooks8@fhsu.edu

MENTOR INFORMATION:

Name:

Phone number:

Email address:

Degree:

Years of experience:

(Candidate Signature)

(Date)

(University Supervisor Signature)

(Date)

(Mentor Signature)

(Date)

(School Principal/Administrator Signature)

(Date)

State of Kansas
 Department of Administration
 DA-146a (Rev. 01/18)

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. 01/18), 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 _____ day of _____, _____.

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 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. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("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 defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

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, the University may terminate this agreement at the end of its current fiscal year. The University 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 under the contract for which it has not been paid. The University will pay 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 under this provision, title to any such equipment shall revert to contractor at the end of the University'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. Kansas Law and Venue: All matters arising out of or related to this agreement 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 agreement shall reside only in courts located in the State of Kansas.

5. Required Non-Discrimination Provision: Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically 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. The provisions of this paragraph (except the 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 University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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 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.

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. 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.

10. 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.

11. Information/Confidentiality: As a state agency, the University's contracts are generally public records. Accordingly, 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.

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

13. 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.

14. Privacy of Student Records: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.