

MEMORANDUM OF UNDERSTANDING  
(Missouri State University and Willard R-II Schools)  
(Black Girl Talks: Hip Hop, Social Media, and Empowerment)  
(School Year 2022-2023 and 2023-2024)

This Agreement (“Agreement”) is entered into by and between the Board of Governors for Missouri State University and the Board of Education for the Willard R-II School District. The Agreement is effective when signed by the authorized representative of the parties.

1. **District/Board.** The School District of Willard R-II (“District”) is a suburban public school district and a political subdivision of the State of Missouri which is governed by its Board of Education. District’s Administrative offices are located at 500 Kime Street, Willard, Missouri, 65781.
2. **University.** Missouri State University (“University”) is a public university which was established by the State of Missouri to provide post-secondary and graduate educational programs. MSU is governed by a Board of Governors and maintains its business offices at 901 South National Avenue, Springfield, Missouri, 65897
3. **Program.** The services to be provided by the University (“Program”) are set forth on the Attachments and incorporated into this Agreement by reference.
4. **Relationship of the Parties.**
  - 4.1 **Independent Contractor** - In the performance of all services covered by this Agreement, District and University shall be deemed to be and shall be an independent contractor of the other.
  - 4.2 **No Agency** - In the performance of all services covered by this Agreement, neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other unless specifically set forth in this Agreement or as otherwise approved in writing by University’s Board of Governors and the District’s Board of Education.
5. **University’s Employees.** The University shall provide services to the District as more fully defined in this Agreement and its Attachments, which are incorporated herein by reference. During the Term of this Agreement:
  - 5.1 **Not Employees** - No agent, employee, student, or servant of the University or District shall be considered to be an agent, employee, student, or servant of the other party while participating in activities pursuant to this Agreement. The University’s employees shall not be entitled to receive wages from the District’s Board of Education or District or participate in any plans or benefits of employment with the District, including but not limited to any pension, insurance plan, or similar benefit plans that the District Board and District provide to, or make available to District employees.
  - 5.2 **Wages, Benefits, Taxes, Insurance** - The University shall be solely responsible for the payment of all wages, contributions, benefits, assessments, and taxes earned by its employees and shall maintain workers’ compensation insurance for each of its employees who are engaged by it on the Program.

5.3 Observance of District Policies and Procedures - University shall be responsible to ensure that each of its employees, who perform services pursuant to the Program in the District's buildings or in or around the District's students, comply with the policies of the District's Board.

5.4 Background Checks - The University shall ensure that all employees and University students working with District students or in the District's school buildings have successfully completed a background check which includes a child safety registry check and a fingerprint background check as required by Section 168.133 RSMo. The District reserves the right to specify the nature and extent of any background checks.

5.5 Rights of District - District shall have the right, in its sole discretion, to limit or prohibit the University from using any employee in any District facility.

6. **Term.** The Term of the Program and this Agreement shall begin when signed by the authorized officials of both parties and shall end on June 30, 2024. The Agreement may be renewed by the parties, with mutual written agreement, for additional one (1) year terms. This Agreement shall terminate at the end of its Initial Term or any Renewal Term, absent the mutual agreement of the parties to renew the Agreement. Since participation in the Program is voluntary, during the Term or any Renewal Term, either party may terminate this Agreement by providing the other party written notice. In the event that a natural disaster or pandemic impacts the operations of the Program, the Parties may agree in writing to suspend the operation of the Program or both parties have the right to withdraw from the Agreement with no penalty.
7. **Compliance With State And Federal Law/Board Policies.** The University and District shall comply with all applicable Federal and State statutes, regulations and guidelines, the Constitutions of the United States and Missouri and the Policies of the District's Board. Without limiting the foregoing, the University further agrees that while it is engaged in the Program and activities pursuant to this Agreement, it shall not discriminate against any student, applicant for admission to the District or the Program, participant in the Program, employee or applicant for employment on the basis of the person's race, color, national origin, sex, ancestry, religion, age, physical or mental disability or status as a veteran.
8. **Compliance with FERPA.** The University shall maintain confidentiality concerning personally identifiable information about District's students who are involved in the Program as required by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.* And its regulations, 34 C.F.R. Part 99 ("FERPA") and Section 167.020.7 RSMo. With respect to District's students, the University shall execute the District's Data Sharing Form which is attached as "Attachment B," and incorporated herein by reference, and insure that each student, parent or eligible student who is provided services pursuant to the Program are observed.
9. **Compensation to University.** There shall be no compensation to University for the services provided through this agreement. Participation in the Program by the District is voluntary.
10. **Liability/Sovereign Immunity.**
  - 10.1 The District assumes any and all responsibility for personal injury and property damage attributable to the negligent acts of its agents, including injury to its officers,

employees, agents and students, to the extent required by, and subject to the Missouri sovereign immunity statutes, Section 537.600 et seq. RSMo.

10.2 University represents that as of the date of execution of this Addendum it is subject to the Missouri State Legal Expense Fund, as established by Missouri Statute and administered and interpreted by the Attorney General of the State of Missouri, and that the University has no liability insurance that can extend protection to any other person under this Addendum or the Cooperative Agreement

10.3 Notwithstanding any other provision of this Agreement, neither the District nor the University waives any right of sovereign immunity available to it under the laws of the State of Missouri.

**11. Notices and Designated Representatives.**

11.1 Notices to District/Board/Initiative - Any notices required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of District/Board to the persons and at the addresses set forth below, or to their designees or successors at such other addresses as may be given from time to time in accordance with the terms of this notice provision:

District Representative:

Ms. Cathy Shoup  
Director of Operations  
Willard Public Schools  
500 Kime Street  
Willard, MO 65781

And a copy to:

Ms. Stephanie Kiesewetter  
Associate Principal  
Willard High School  
515 E Jackson Street  
Willard, MO 65781

11.2 Notices to the University - Any notices required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of University to the persons and at the addresses set forth below, or to their designees or successors at such other addresses as may be given from time to time in accordance with the terms of this notice provision:

University's Representative:

Ashley N. Payne, [ANPayne@missouristate.edu](mailto:ANPayne@missouristate.edu), 417-836-8439

**12. Miscellaneous.**

12.1 Entire Agreement - This Agreement constitutes the entire and only agreement between the parties relating to the Program, and all prior negotiations, representations, agreements and understandings are superseded hereby with relationship to the Program. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

12.2 Governing Law - This Agreement shall be governed, construed, and enforced in accordance with the internal laws of the State of Missouri.

12.3 Authority To Execute Agreement - The undersigned certify that prior to signing this Agreement, each has received written authorization from his/her respective governing body to sign this Agreement on its behalf.

12.4 Authorized Employees - University acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. University therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the day and year indicated by each signature below.

**BOARD OF EDUCATION FOR THE SCHOOL DISTRICT OF WILLARD R-II**

\_\_\_\_\_  
\_\_\_\_\_ **DATE:**

**BOARD OF GOVERNORS FOR MISSOURI STATE UNIVERSITY**

*Dr. Ashley N. Payne*  
\_\_\_\_\_ **DATE:**  
12/5/2022

