

MEMORANDUM OF AGREEMENT
BETWEEN
Elizabethtown Independent COUNTY BOARD OF EDUCATION
AND
EASTERN KENTUCKY UNIVERSITY
2020-2021

This agreement made at Richmond, Kentucky this 21st day of September, 2020 between the Board of Education of Elizabethtown Independent County hereinafter called the "Board," and Eastern Kentucky University, hereinafter called the "University."

WITNESSETH:

1. The University and the Board, under the provision of KRS 161.042 and pursuant to State Board of Education regulations, is authorized to enter into cooperative agreements with universities/colleges for the purpose of providing professional laboratory experiences and student teacher experiences for the educational profession.
2. The Board and the University accept the joint responsibility to train qualified teachers.
3. The Board and the University agree that all arrangements in reference to this program shall be governed and consistent with policies of the Board, as well as those of the University/College.
4. A "student teacher" is a student from Eastern Kentucky University, having met all eligibility requirements set by the Eastern Kentucky University College of Education and the Commonwealth of Kentucky for student teaching, who teaches in a school in Kentucky under the supervision of a cooperating teacher (KRS 161.042).
5. A "cooperating teacher" means a teacher employed in a school in Kentucky who is contracting with a teacher education institution to supervise a student teacher for the purposes of fulfilling the student teaching requirement of the approved teacher preparation program (KRS 161.042).
6. As provided in KRS 161.042(3), the student teachers placed in the Board of Education of Elizabethtown Independent County, Kentucky Public Schools shall agree to abide by all policies, rules and regulations of the University and the Board potentially included which shall be provided to the student teacher. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University to inform all prospective student teachers of this provision and secure agreement from the student teacher.
 - (a) It shall be the responsibility of the University to provide confidentiality training to all student teachers placed in the Board of Education of EIS County Schools pursuant to this agreement.
 - (b) Pursuant to KRS 161.042(2), all student teachers shall be subject to state and national criminal records checks required of certified employees under the provisions of KRS 160.380. All student teachers shall make application for such criminal records checks at the Board of Education of EIS County Schools and shall pay such fee as is required of certified hires.
 - (c) KRS 160.151 requires an application for a certified or classified position (including student teachers) to present to the Board of Education of EIS County Schools the Central

Registry Check (Form DPP-156) from the Cabinet for Health and Family Service (CFHS) stating the person is clear to hire and has no findings of substantiated child abuse or neglect.

7. The Board, through its staff, shall make assignments of student teachers subject to its limitations and in accordance with its philosophy of teacher education. Nothing in this agreement shall preclude the Board from exercising its right to remove from its classrooms student teachers who, in the judgement of its staff, have an adverse influence on the welfare of pupils, detract from the total school program, or do not contribute to the advancement of the educational profession. The University assumes the responsibility for attempting to replace the student teacher in another school system if such is necessary or required and that this student teacher agreement is not to be construed as a third party beneficiary contract for the benefit of any student teacher who may be an applicant for student teaching in the Board of Education of EIS County, Kentucky Public Schools.
8. The Board shall submit to the University upon request a list of properly qualified and certified teachers from within the Board of Education of EIS County, Kentucky Public Schools under whose direct supervision the student will teach. In preparing the list, such criteria as academic and professional backgrounds, personal qualities and professional attitudes, relationships with pupils and colleagues, and the ability to successfully direct the learning process shall be used.
9. Cooperating teachers shall have the responsibility to provide student teachers placed under their supervision with appropriate experiences outlined in information provided to the cooperating teachers by Eastern Kentucky University.
10. Cooperating teachers will have met eligibility requirements as outlined in KRS 161.042.
11. The cooperating teacher shall have the responsibility to provide the student teacher placed under their supervision with proper experience and counsel in planning and presenting effective learning experiences for pupils. A written report to the University, concerning the progress and accomplishments of the student teacher shall be made by the cooperating teacher, along with a recommended grade. Final grade assignments are ultimately the responsibility of the University supervisor.
12. The University shall designate one (1) representative to serve as a liaison between it and the Board. That person, as a representative of the University, shall have access to all Board staff and schools necessary to properly facilitate communication and relationships between the Board staff as designated by the Superintendent, cooperating teacher, and the student teacher.
13. For direct supervision of the student teacher (s) in a single 16 week placement, the cooperating teacher will receive a stipend of \$ 120.00 within the 16 week placement. In the case of dual placements, the cooperating teacher shall receive a stipend of \$ 60.00 within the 8 week placement from the University.
14. Cooperating teachers who supervise EKU student teachers may be eligible for an additional compensation from the Commonwealth under KRS 161.042.
15. The University and the Board agree not to discriminate in recruitment or employment, development, advancement, and treatment of their employees on the basis of age, color, creed, disability, national origin, race, sex, or veteran status.

16. No student shall be denied equal educational opportunities by the University because of his or her age, color, creed, disability, national origin, race, sex, or veteran status.

IT IS MUTUALLY AGREED by and between the parties that this agreement commences on July 1, 2020 and supersedes all previous contracts between the parties. This agreement will automatically renew at the end of each year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this agreement, have caused this Agreement to be executed as of the date first above written.

Elizabethtown Indep.
County Board of Education

By: _____
(Board Chairperson)

By: _____
(Dean, ECU College of Education)

By: _____
(Director, Professional Education Services)
Eastern Kentucky University
425 Bert Combs Building
521 Lancaster Ave.
Richmond, KY 40475
(859) 622-1544

Revised: February 2020

161.042 Status of student teachers – Responsibility to administrative staff and supervising teachers – Professional competency requirement for supervising teachers.

- (1) The Education Professional Standards Board shall provide through administrative regulation for the utilization of the common schools for the preparation of teacher education students from the colleges and universities.
- (2) Within the provisions established by the Education Professional Standards Board, local boards of education are authorized to enter into cooperative agreements, including financial arrangements, with colleges and universities for the purpose of providing professional laboratory experiences and student teaching experiences for students preparing for the education profession.
- (3) The Education Professional Standards Board shall promulgate administrative regulations defining the professional requirements and general duties of a supervising teacher and requirements for a local school district and school to be used for this purpose.
- (4) A student teacher who is jointly assigned under agreement by a teacher education institution and a local board of education shall have the same legal status and protection as a certified teacher employed within the school district and shall be responsible to the administrative staff of the school district and the supervising teacher to whom he or she is assigned. All student teachers shall be subject to the state and national criminal records checks required of certified hires under provisions of KRS 160.380.
- (5) Teacher education students, other than student teachers, may be permitted through cooperative agreements between the local school district and the teacher education institution, to engage in supplementary instructional activities with pupils under the direction and supervision of the professional administrative and teaching staff of the school district. Teacher education students shall not be subject to the criminal records checks required under KRS 160.380 or 161.148.

Effective: June 21, 2001

History: Amended 2001 Ky. Acts ch. 60, sec. 2, effective June 21, 2001; and ch. 137, sec. 9, effective June 21, 2001. – Amended 1996 Ky. Acts ch. 362, sec. 6, effective July 15, 1996. –Amended 1992 Ky. Acts ch. 409, sec. 1, effective July 14, 1992. –Amended 1990 Ky. Acts ch. 476, Pt. II, sec. 67, effective July 13, 1990. – Amended 1982 Ky. Acts ch. 11, sec. 1, effective July 15, 1982. –Amended 1978 Ky. Acts ch. 155 sec. 82, effective June 17, 1978. –Created 1972 Ky. Acts ch. 178, sec. 2.

Legislative Research Commission Note (6/21/2001). This section was amended by 2001 Ky. Acts chs. 60 and 137, which do not appear to be in conflict and have been codified together.