



Bullitt County Public Schools


1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000

Fax: 502-869-8019

www.bullittschools.org

TO: Dr. Jesse Bacon, Superintendent
Mrs. Adrienne Usher, Assistant Superintendent
Ms. Becky Sexton, Assistant Superintendent

FROM: Althea Hurt, Director of Human Resources 

DATE: June 22, 2021

RE: Item for the July Board Meeting - Student Teacher Contracts

Attached please find Student Teacher Agreements with two (2) of the universities and colleges listed below. Those agreements not attached may roll into the HR office in the upcoming months. If there are any changes from the previous year, and in order for teacher education students to be placed in Bullitt County Schools for teaching experiences, each contract is reviewed by our Board Attorney, Buckman Farris and Mills.

I recommend that we enter into these agreements as we partner to build strong teachers for our students.

1. Asbury University
2. **Bellarmino University**
3. Brescia University
4. Brown Mackie College -Louisville
5. **Campbellsville University**
6. Eastern Kentucky University
7. Georgetown College
8. Indiana University Southeast
9. Ivy Tech
10. Jefferson Community & Technical College
11. Liberty University
12. Mid-Continent University
13. Midway College
14. Morehead State University
15. Spalding University
16. St. Catherine College
17. University of the Cumberlands
18. **University of Kentucky**
19. **University of Louisville**
 - a. School of Education
 - b. Kent School of Social Work
 - c. American Sign Language Interpreting Studies Program
 - d. Speech and Language Pathology
- 20.. Valdosta State University
21. Western Governors University Indiana
22. **Western Kentucky University**

COOPERATIVE STUDENT TEACHER AGREEMENT
BETWEEN
BULLITT COUNTY PUBLIC SCHOOLS
AND
UNIVERSITY OF LOUISVILLE
2021-2023

THIS AGREEMENT is made at Louisville, Kentucky between the Board of Education of Bullitt County Public Schools, Kentucky (the "Board") and the University of Louisville (the "University").

1. The University and the Board, under the provisions of KRS 161.042 and pursuant to regulations promulgated under the authority of that statute, are authorized to enter into cooperative agreements for the purpose of providing professional clinical, and student teacher, experiences for University students wishing to enter the education profession.

2. The University and the Board agree to collaborate in providing these professional clinical, and student teacher, experiences to University students as further detailed herein.

3. The University and the Board agree that all actions under this Agreement shall be consistent with Kentucky law (including KRS 161.042 and 16 KAR 5:040).

4. As provided in KRS 161.042 (4), the Board and the University shall cooperate in ensuring that the student teachers placed in Bullitt County Public Schools, will abide by all policies, rules and regulations of the University as students, and when on the premises of any Bullitt County Public Schools, applicable policies, rules, and regulations of the Board and school. The University agrees to assist the Board in instructing student teachers on these policies. The Board or individual school will provide an orientation session for all University student teachers concerning these policies and any other important policies, procedures, rules of conduct, or regulations governing student teachers and will require all student teachers to attest that they are familiar with those policies and will adhere to same. Failure of a student teacher to abide by the policies may be grounds for removal from their current student teacher assignment.

5. Consistent with the Federal Educational Rights and Privacy Act ("FERPA"), and with the permission of the student teacher, the University will provide any information requested by the Board concerning any student teacher in advance of placement in a Bullitt County Public Schools. Pursuant to the Board's established procedures, the University student teacher will satisfactorily complete a criminal background check at the student teacher's expense.

6. The Board, through its staff, shall make assignments of student teachers subject to its limitations and in accordance with its philosophy of teacher education. While on the premises of any Bullitt County Public Schools, the University student teacher will be under the exclusive control of the staff of the school and the school staff will be responsible for the wellbeing and safety of the student teacher and all pupils. Therefore, the University has no responsibility for the wellbeing and safety of the pupils in any Bullitt County Public Schools, under this Agreement. Nothing in this Agreement shall preclude the Board from exercising its right to remove any student teacher from a classroom, who in the judgment of its staff, is adversely influencing the welfare of pupils or significantly detracting from the educational mission of the school. In such instances, the principal of the school shall contact the Coordinator of Field and Clinical Placement (the "Clinical Coordinator") in the University's College of Education and Human Development ("CEHD") and provide the Clinical Coordinator with a written statement explaining the reasons for removal. The Clinical Coordinator shall then have five (5) days to respond in writing to the principal. The principal, in consultation with any necessary Board staff shall then inform the Clinical Coordinator concerning whether the student teacher will be permitted to return to the school. If the principal determines, after consideration of the Clinical Coordinator's written explanation, the student teacher

should not return to the school, the Clinical Coordinator will address the reasons for the principal's decision with the student teacher. The Board, through its staff, will then collaborate with the Clinical Coordinator on attempting to place the student teacher in another school. This 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 any position in the Bullitt County Public Schools.

7. The Board shall submit to the University at least thirty (30) days prior to a fifteen (15) week placement of student teachers a list of properly qualified and certified teachers from within the Bullitt County Public Schools, under whose direct supervision the student will teach. All teachers on this list will be designated as a "Cooperating Teacher" and the Board will ensure compliance with 16 KAR 5:040 entitled "Cooperating Teacher Eligibility Requirements" including:

(1) The Cooperating Teacher, whether serving in a public or nonpublic school, shall have:

- (a) A valid teaching certificate or license for each grade and subject taught; and
- (b) At least three (3) years of teaching experience as a certified educator.

(2) A teacher assigned to a teaching position on the basis of a provisional, probationary, or emergency certificate issued by the Education Professional Standards Board shall not be eligible for serving as a Cooperating Teacher.

(3) Prior to student teacher placement, a cooperating teacher shall receive training approved by the Education Professional Standards Board and provided at no cost to the cooperating teacher by the educator preparation institution which shall include the following components:

- (a) Basic responsibilities of a cooperating teacher;
- (b) Best practice in supporting the student teacher; and
- (c) Effective assessment of the student teacher.

(4) Each educator preparation institution shall file an electronic report with the Education Professional Standards Board every semester which identifies the following:

(a) Each candidate at the educator preparation institution enrolled in student teaching;

- (b) The candidate's assigned school;
- (c) The cooperating teacher assigned to each candidate;
- (d) The cooperating teacher's area of certification;
- (e) The cooperating teacher's years of experience as a certified or licensed educator; and
- (f) The number of days the cooperating teacher supervised the student teacher during the semester.

8. In preparing the list of Cooperating Teachers that complies with these regulations, the Board will also consider such criteria as academic and professional background, personal qualities and professional attitudes, relationships with pupils and colleagues, and the ability to successfully direct the learning process.

9. In collaboration with the Clinical Coordinator, the Cooperating Teacher shall be responsible for providing the student teacher placed under their supervision with proper experience and counsel in planning and presenting effective learning experiences for pupils. The Board agrees that the best practice in preparing teachers includes the cooperating teacher providing multiple opportunities for the student teacher to assume significant responsibility for all teaching tasks and duties, including, but not limited to, extended co-teaching experiences.

10. The Cooperating Teacher will provide a written report (email acceptable) to the Clinical Coordinator if the Cooperating Teacher believes at any point during the student teacher's placement that the progress of the student teacher is unsatisfactory. The Cooperating Teacher will also provide a final written report to the Clinical Coordinator concerning the progress and accomplishments of the student teacher along with a recommended grade. Final grade assignments are ultimately the responsibility of the Clinical Coordinator and the University.

11. The University shall designate one (1) representative to serve as liaison between it and the Board on all matters under this Agreement. As set forth above, that person shall be designated as the Clinical Coordinator. That person, as representative of the University, shall have access to all Board staff and schools necessary to properly facilitate communication and relationships between the Board staff, Cooperating Teacher, and the student teacher. The Board shall designate a representative to be the Clinical Coordinator's first point of contact concerning this program and agreement.

11. For direct supervision of the student teacher(s), in a single 15-week placement, the Cooperating Teacher will receive a stipend of \$10 for each week the student teacher is in his/her charge, not to exceed a total of \$150 within the 15-week placement. In the case of dual placements, the Cooperating Teacher shall receive a stipend of \$10 for each week the student teacher is in his/her charge, not to exceed a total of \$70/\$80 within the 7/8-week placement. In the case of three placements, the Cooperating Teacher shall receive a stipend of \$10 for each week the student teacher is in his/her charge, not to exceed a total of \$50 within the five-week placement.

12. The University and the Board agree not to discriminate in recruitment or employment, development, advancement, and treatment of their employees or students on the basis of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status or political opinion or affiliation.

13. To the extent permitted by Kentucky law, the parties (each an "Indemnifying Party") agree to indemnify and hold harmless the other party (each an "Indemnified Party"), its Board of Trustees or Regents or Board of Education, as applicable, and its and their Trustees or Regents or Board Members, as applicable, agents, and employees, in their individual and official capacities, from and against any and all claims, losses, expenses, damages, liabilities and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by them to the extent that such Losses arise out of the Indemnifying Party's negligent acts and/or omissions in its performance under this Agreement.

14. Without limiting any liabilities or any other obligations, both parties shall procure and maintain, until all of their obligations have been discharged and for three (3) years after the termination or expiration of this Agreement, General Liability Insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement, with the following minimum coverages: \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

15. The Board acknowledges that the education records of assigned student teachers are protected by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g ("FERPA"). The parties agree to comply with the requirements of FERPA and to protect the privacy of education records concerning any student teacher assigned under this Agreement. The University/College acknowledges that the education records of Bullitt County Public Schools, students are protected by FERPA. The parties agree to comply with the requirements of FERPA and to protect the privacy of education records of Bullitt County Public Schools, students that are made available to any student teacher assigned under this Agreement.

IT IS MUTUALLY AGREED by and between the parties that the period covered by this Agreement shall be from August 1, 2021 to July 31, 2023, inclusive, and supersedes all previous contracts between the parties, and such can be renewed in writing for two (2) additional years if both parties agree at least 30 days prior to the end of the term.

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

Bullitt County Public Schools Board of Education

Superintendent Date
Bullitt County Public Schools

University of Louisville:

Lori Gonzalez, Ph. D. Date
Executive Vice President and University Provost

Reviewed and Approved as to Form and Content:

Attorney Date
Office of University Counsel

Recommended by:

Amy Lingo, Ed.D. Date
Interim Dean
College of Education and Human Development

Cody Windhorst Date
Director of Office of Educator Development and
Clinical Practice (OEDCP)



University of Kentucky
College of Education
Office of the Dean

103 Dickey Hall
Lexington, KY 40506-0017
P: 859-257-6076
F: 859-323-1046
education.uky.edu

BULLITT COUNTY SCHOOL DISTRICT -- UNIVERSITY OF KENTUCKY
STUDENT TEACHING AND CLINICAL PRACTICE AGREEMENT
2021-22 SCHOOL YEAR

The Bullitt County School District will assist the University of Kentucky in its responsibility to train qualified teachers under the following agreements and understandings, to-wit:

The Bullitt County School District will make assignments of student teachers, pre-student teaching candidates, and other advance practicum or internship candidates, hereafter referred to as UK educator preparation candidate, subject to its limitations and in accordance with its policy relating to teacher education. The Bullitt County School District reserves the right to refuse placement of any UK educator preparation candidate, it being agreed and understood that the Bullitt County School District has the fundamental right and duty to select the individuals who are to teach or engage in clinical experiences in the Bullitt County School District. Further, the Bullitt County School District reserves the right to remove from its classrooms UK educator preparation candidates who, in the judgment of the school staff, should be removed from the student teacher program in the Bullitt County School District. It is expressly understood and agreed that in the event of the removal of any such UK educator preparation candidate by the Staff of Bullitt County School District that no reason or grounds therefore need be given. The first step in such removal will be the suspension of the UK educator preparation candidate from the classroom for a period of three (3) days. During the suspension period, the school staff, Bullitt County School District administrative staff and the University of Kentucky administrative staff will collaborate to determine an appropriate course of action. The University of Kentucky assumes the responsibility for attempting to replace the UK educator preparation candidate in another school system if such is necessary or required. This UK clinical practice agreement is not to be construed as a third-party beneficiary contract for the benefit of any UK educator preparation candidate who may be an applicant for student teaching in the Bullitt County School District or may be accepted for such a position by the Bullitt County School District.

Staff members of both the University of Kentucky and Bullitt County School District who are responsible for selection and placement of UK educator preparation candidates and for the recommendation of supervising teachers will endeavor to develop and apply standards for participation in the UK educator preparation program. These standards will be concerned with academic and professional backgrounds, personal qualities, professional attitudes, and relationships with pupils and peers, in addition to the paramount ability to successfully direct the learning process. The judgment of the school principal will be relied upon in determining the eligibility of a classroom teacher to participate as supervisory teacher.

UK agrees to regularly provide opportunities for Bullitt County School District Faculty and Staff to participate in the design, delivery and assessment of the type and quality of the clinical experiences offered by the UK educator preparation programs.

It is agreed that all programs of visitation and teacher training for all departments of the University of Kentucky shall follow the procedure as indicated in this agreement.

- A. Visitation and class observation shall be arranged through the Department of Human Resources, Bullitt County School District, subject to approval of the school principal and acceptance by the selected staff member.
- B. Placements for student teaching, practica, and other clinical experiences shall be arranged with the Department of Human Resources, Bullitt County School District, subject to approval of the school principal and acceptance by the selected staff member.
- C. The above applies to both the graduate and undergraduate levels.
- D. As set forth in 16 KAR 5:040, the ratio of supervising teachers to student teachers shall be one to one (1:1).
- E. The University shall provide the principal with available personal and professional information on each student teacher and supervising teacher prior to commencement of the student teaching assignment.
- F. Candidates involved in pre-student teaching clinical experiences will have undergone appropriate background checks prior to engaging in on site clinical experiences.

The compensation of individuals responsible for the visitation and training of student teachers shall be made directly to the representative of the Bullitt County School District as outlined in the following conditions:

- A. For direct supervision of the student teacher(s), the supervising teacher(s) are each eligible for an honorarium of \$150.00 for a single 16-week student teaching placement. In the case of dual placements, the supervising teacher(s) are each eligible for an honorarium of \$75.00 for each 8-week student teaching placement.
- B. For general supervision of the student teacher(s), the head principal(s) of the cooperating school(s) will be paid as follows:
 - 1 to 3 student teachers - \$25.00 for each 16-week student teaching placement (or equivalent in the case of dual placements).
 - 4 to 10 student teachers - \$100.00 total for group.
 - 11 to 20 student teachers - \$200.00 total for group.
 - 21 or more student teachers - \$300.00 total for group

(1) If a student teacher is assigned to more than one school in a semester or summer session, the principal will be paid a proportionate amount depending upon the number of weeks of the student's assignment in the school.

C. Payment for supervision of itinerant teachers that are not assigned to the individual school or principal, shall be made as follows:

(1) Itinerant teachers of speech and hearing are to be assigned to the Director of Special Education Department, and this Department shall be paid at the same rate established for a school. Those speech and hearing teachers administratively assigned to a school shall be supervised by the appropriate building principal as per paragraph B, page 2 of this document.

In compliance with the agreement stated above between the Bullitt County School District and the College of Education, University of Kentucky, the University shall pay to the individual teachers, principals, and others the amount agreed upon in accordance with the terms of this agreement. Payment shall be made within a month of the end of the semester in which the service is completed.

Each party to this Agreement shall be fully responsible for its own actions, and use reasonable efforts, to the extent and in the manner permitted by applicable law, to ensure that the other party and its officers, agents and employees, do not suffer any losses, damages, liabilities and related expenses (including attorney fees), arising out of the other party's performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and employees.

The University of Kentucky will maintain a current Certification of Insurance describing professional and general liability coverage for university students and faculty while at Bullitt County Schools' facilities. The limits of liability coverage shall not be less than \$1,000,000 per occurrence and shall meet the requirement of any applicable state law. A copy of the Certificate of Insurance shall be submitted to the facility prior to affiliation, upon request.

The period covered by this agreement shall be from July 1, 2021 to June 30, 2022, inclusive.

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.

To the extent either party receives Personal Information of the other as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), recipient shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as provider’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying provider of a security breach relating to Personal Information in the possession of recipient or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and recipient abides by the requirements set forth in that exception; (iv) cooperating with provider in complying with the response, mitigation, correction, investigation, and notification requirements of the Act; (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by recipient; and (vi) at provider’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

To the extent the parties exchange FERPA protected information pursuant to this agreement, each agrees that it is a “School Official” (as that term is used in FERPA) with a “legitimate educational interest” in any information that is protected by FERPA and, therefore, agrees that it will comply with all obligations that FERPA imposes on a “School Official”. Each party will use the information only for the purpose of fulfilling its duties and responsibilities under this Agreement.

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized representatives of the respective institutions as listed in the agreement, on this date July 8, 2021.

Bullitt County School District

University of Kentucky

By: Superintendent William Jesse Bacon

By: Acting Provost Robert DiPaola

Recommended by:

College of Education Dean
Julian Vasquez Heilig

UNIVERSITY/COLLEGE STUDENT TEACHER AGREEMENT
BETWEEN
BELLARMINE UNIVERSITY
ANNSLEY FRAZIER THORNTON SCHOOL OF EDUCATION
AND
BULLITT COUNTY PUBLIC SCHOOLS
2021-2022

THIS AGREEMENT made at Louisville, Kentucky and effective this 1st day of July, 2021, between the Bullitt County Board of Education, hereinafter called the "Board," and Bellarmine University Annsley Frazier Thornton School of Education, hereinafter called the "University/College."

WITNESSETH:

1. The Board, under the provisions of KRS 161.042(5), is authorized to enter into cooperative agreements with universities/colleges for the purpose of permitting teacher education students, other than university/college students, to engage in supplementary instructional activities with Bullitt County students under the direction and supervision of the professional administrative and teaching staff of the Board. Such teacher education students are hereinafter referred to as "university/college students." Such activities are hereinafter referred to as "permitted activities."
2. The Board and the University/College accept the joint responsibility to permit the university/college students to engage in the permitted activities.
3. The Board and the University/College agree that all arrangements in reference to this program shall be governed and consistent with Kentucky law (including, but not limited to, KRS 161.042), and the policies of the Board, as well as those of the University/College.
4. The university/college students placed in Bullitt County Public Schools shall agree to abide by all policies, rules and regulations of the University/College and the Board. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University/College to inform all prospective university/college students of this provision and secure agreement from the university/college student.
5. The University/College shall provide pertinent information about each university/college student to the Board at least two (2) months in advance of placement in a Bullitt County Public School (unless there is a critical need).
6. The Board, through its staff, shall assist in making assignments of university/college students subject to its limitations and in accordance with its philosophy of teacher education/practitioner preparation. Nothing in this agreement shall preclude the Board from exercising its right to remove from its classrooms university/college students who, in the judgment of its staff, have an adverse influence on the welfare of Bullitt County students, detract from the total school program, or do not contribute to the advancement of the educational profession. The Board will notify the University/College in writing if such action is

required and the reasons for such action. The University/College assumes the responsibility for attempting to replace the university/college student in another school system if such is necessary or required and that this Agreement is not to be construed as a third party beneficiary contract for the benefit of any university/college student who may be an applicant for engaging in the permitted activities in the Bullitt County Public Schools or may be accepted for such purpose by the Bullitt County Public Schools.

7. The Board shall submit to the University/College upon request a list of properly qualified and certified teachers/staff members from within the Bullitt County Public Schools under whose direct supervision each university/college student will engage in permitted activities. In preparing the list, such criteria as academic and professional backgrounds, personal qualities and professional attitudes, relationships with Bullitt County students and colleagues, and the ability to successfully direct the permitted activities shall be used.

8. The supervising teacher/staff member shall have the responsibility to provide the university/college student placed under his/her supervision with proper experience and counsel in planning and presenting effective learning experiences for Bullitt County students. A written report to the University/College, concerning the progress and accomplishments of the university/college student shall be made by the supervising teacher/staff member, along with a recommended grade. Final grade assignments are ultimately the responsibility of the University/College coordinator.

9. The University/College shall designate one (1) representative to serve as liaison between it and the Board. That person, as representative of the University/College, shall have access to all Board staff and schools necessary to properly facilitate communication and relationships among the Board staff as designated by the Superintendent, the supervising teacher/staff member, and the university/college student.

10. For direct supervision of the university/college student(s) for the purpose of student teaching only, in a single 2/6/7/14 -week placement, the supervising teacher/staff member will receive a stipend of \$10.71 for each university/college student that is in his/her charge, not to exceed a total of \$150.00 within the 14 -week placement. In the case of dual placements, the supervising teacher/staff member shall receive a stipend of \$10.71 for each week the university/college student is in his/her charge, the total not to exceed \$75.00 within the 7-week placement.

11. The University/College and the Board agree not to discriminate in recruitment or employment, development, advancement, and treatment of their employees on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability; provided, the University/College shall have the benefit of any exemptions provided by court decisions, statutes or regulations to religious educational institutions.

12. No Bullitt County student shall be denied equal educational opportunities by the University/College or the university/college student because of his or her race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

13. The Board acknowledges that the education records of assigned university/college students are protected by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g ("FERPA"). The parties agree to comply with the requirements of FERPA and to protect the privacy of education records concerning any university/college student assigned under this Agreement.

14. The University/College acknowledges that the education records of Bullitt County students are protected by FERPA. The parties agree to comply with the requirements of FERPA and to protect the privacy of education records of Bullitt County students that are made available to any university/college student assigned under this Agreement.

15. A current certification of insurance describing professional and general liability coverage maintained by Bellarmine University covering university students and faculty while at the Facility with limits of liability coverage not less than \$1,000,000 per occurrence, and which meets the requirement of any applicable state law, shall be submitted to the Facility prior to affiliation, upon request.

16. The Bullitt County Public Schools Department of Human Resources will work collaboratively with Bellarmine University to ensure that students have the appropriate clearance, including required background checks, physical exam/TB test and confidentiality training prior to being placed for clinical experience and student teaching. Bullitt County Public Schools will maintain the documentation thereof.

17. In the event that either Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party") or the Receiving Party otherwise receives/obtains or collects/maintains Personal Information on the Disclosing Party's behalf, as set forth below, as a result of or in connection with this Agreement or any obligation delineated in this Agreement, the Receiving Party hereby agrees to the following:

A. The term "Personal Information" means personally identifiable or identifying information or data, in whatever form, and including as defined in Kentucky law (KRS 61.931(6)) an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements: (a) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account; (b) A Social Security number; (c) A taxpayer identification number that incorporates a Social Security number; (d) A driver's license number, state identification card number, or other individual identification number issued by any agency; (e) A passport number or other identification number issued by the United States government; or (f) Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by FERPA.

B. The Receiving Party and its employees, agents, and contractors (collectively "Affiliates") may obtain, access or collect (collectively "obtain" or collectively in the past tense "obtained") Personal Information only if specifically authorized by and necessary and required in connection with this Agreement.

C. In addition to any protections to the Disclosing Party in this Agreement or any other documents, and any provision in this Agreement or any other documents to the contrary notwithstanding, the Receiving Party: (1) acknowledges that it is familiar with the terms and provisions of applicable law, including KRS 61.931 et seq., and will fully comply with it; (2) will not use any Personal Information other than for the purpose of performing its obligations for the Disclosing Party under this Agreement; (3) will not re-disclose any such information to any third party not specifically involved in fulfilling its obligations for the Disclosing Party under this Agreement; and (4) shall ensure that prior to granting its Affiliates access to any Personal Information, such individuals or entities are informed of and agree to abide by confidentiality obligations no less restrictive than those contained herein, and the Receiving Party will require all Affiliates to comply with the security procedures and practices and breach investigation procedures and practices as provided herein. Any release or re-disclosure of Personal Information must be in accordance with applicable law including 34 CFR 99.33(a), and to the extent required by law the party releasing Personal Information will notify the Disclosing Party before any such release of Personal Information.

D. The Receiving Party and its Affiliates will at their sole cost and expense implement, maintain, and update security procedures and practices, including taking any appropriate corrective action, to protect against security breaches and implement, maintain, and update security and breach investigation procedures and practices that are 1) appropriate to the nature of the Personal Information; 2) at least as stringent as the strictest standards provided by law and industry practices regarding security and breach investigation procedures including 16 CFR 314.1 et seq., the security and breach investigation procedures and practices of the Kentucky Council on Postsecondary Education or the Kentucky Board of Education, as applicable, under KRS 61.932(1)(b), and Payment Card Industry Data Security Standards; and 3) reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

E. The Receiving Party shall notify the Disclosing Party in the most expedient time possible and without unreasonable delay but within seventy-two (72) hours of determination of an actual or suspected security breach relating to the Personal Information. Notice in the event the Board is the Receiving Party will be provided to the University/College's Chief Information Officer, University/College's, AFT School of Education Interim Dean, Dr. Elizabeth Dinkins, Phone: 502-272-7958, Fax: 502-272-8189 or Field Placement Coordinator, Sondra Ferren, Phone: 502-272-7982, FAX: 502-272-8189. Notice in the event the University/College is the Receiving Party will be sent to the Board's Director of Human Resources. The notice to the Disclosing Party shall include all information the Receiving Party has with regard to the security breach at the time of notification. The Receiving Party will report using Form FAC-001 found at:

<http://finance.ky.gov/services/forms/Documents/COT/FAC001%20Determined%20Breach%20Notification%20Form.pdf>

The Receiving Party's obligation is applicable regardless of whether the Personal Information was obtained by or was in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate.

F. The notice required by the preceding paragraph may be delayed if a law enforcement agency notifies the Receiving Party that notification will impede a criminal investigation or jeopardize homeland or national security. If notice is delayed pursuant to this subparagraph, notification shall be given as soon as reasonably feasible by the Receiving Party to the Disclosing Party. In connection therewith, the Receiving Party will complete the form FAC-002 found at:

<http://finance.ky.gov/services/forms/Documents/COT/FAC002%20Delay%20Notification%20Record.pdf>

G. In the event of a security breach relating to Personal Information, the Receiving Party at the discretion and direction of the Disclosing Party will be responsible for a reasonable and prompt investigation required by KRS 61.933(1)(a)(2) including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the Receiving Party will satisfy the notification deadlines in KRS 61.933(1)(b) but the Receiving Party will ensure that the Disclosing Party has the opportunity to review and approve all notices to be sent. The Disclosing Party will have the opportunity to review any report produced as the result of the investigation. Without limiting the preceding, the Receiving Party will be fully responsible for complying with all other law applicable to any security breach related to Personal Information regardless of whether the security breach relates to Personal Information obtained by or in the possession of or maintained by or on behalf of the Receiving Party or any Affiliate. The Receiving Party will be fully responsible for all costs associated with its and the Disclosing Party's complying with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

H. If the Receiving Party is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the unauthorized disclosure of one (1) or more data elements of Personal Information that is the same one (1) or more of the data elements of Personal Information listed above, the Receiving Party shall meet the requirements hereunder by providing to the Disclosing Party a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed above.

I. Any provision in this Agreement or any other document to the contrary notwithstanding, including but not limited to any provision related to limitation of liability, the Receiving Party shall to the extent permitted by Kentucky law fully indemnify and hold harmless the Disclosing Party, the Disclosing Party's Board of Trustees or Regents or Board of Education, as applicable, and its and their Trustees or Regents or Board Members, as applicable, agents, and employees, in their individual and official capacities, from and against any and all claims, losses, expenses, damages, liabilities and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by them to the extent that such Losses arise out of any security breach relating to Personal Information.

J. Without the Disclosing Party's prior written consent, the Receiving Party shall not consent to, and will ensure no Affiliate consents to, the entry of a judgment or award, or enter into a settlement, which does not include a release of the Disclosing Party, the Disclosing Party's Board of Regents or Board of Education, as applicable, and its and their Regents or Board Members, as applicable, agents, and employees, in their individual and official capacities, from all liability with respect to the Losses.

K. Without limiting any of the preceding, the Receiving Party will bear any and all costs associated with notifying all individuals who are the victims of, and will bear any and all costs of such individuals in connection with, any such security breach involving Personal Information.

L. The provisions of this Section 15 will survive termination of this Agreement for whatever reason.

M. As used herein, "security breach" includes: 1. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release by the Receiving Party or any Affiliate of unencrypted or unredacted records or data that compromises or the Disclosing Party or the Receiving Party believes may compromise the security, confidentiality, or integrity of Personal Information and result in the likelihood of harm to one (1) or more individuals; or 2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release by the Receiving Party or any Affiliate of encrypted records or data containing Personal Information along with the confidential process or key to unencrypt the records or data that compromises or the Disclosing Party or the Receiving Party reasonably believes may compromise the security, confidentiality, or integrity of Personal Information and result in the likelihood of harm to one (1) or more individuals. Without limiting the preceding, security breach includes the theft or misappropriation or improper use, access, or disclosure of Personal Information obtained by or in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate. In the event of any dispute between the Receiving Party and the Disclosing Party as to whether a security breach has occurred, the Disclosing Party's determination will be conclusive and the Receiving Party will proceed in accordance herewith.

N. Upon expiration or termination of this Agreement, for any reason, the Receiving Party agrees to destroy any and all Personal Information obtained by or in the possession of or maintained or stored by or on behalf of the Receiving Party or any Affiliate in a manner that completely protects the confidentiality of the information after copies thereof have been returned to the Disclosing Party, if requested, unless the Disclosing Party directs that such Personal Information be transferred to another person or entity. In no event will any copies of Personal Information be retained by the Receiving Party or any Affiliates.

18. The period covered by this Agreement shall be from **July 1, 2021 to July 1, 2022** inclusive, and will automatically renew unless either party provides written notice of non-renewal at least 30 days prior to the end of the term. This Agreement supersedes all previous contracts between the parties.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement, have caused this Agreement to be executed on the dates set forth below, to be effective as of the date first above written.

BULLITT COUNTY BOARD OF
EDUCATION

UNIVERSITY/COLLEGE

By: _____
Dr. Jesse Bacon

By: *Elizabeth Dinkins*
Dr. Elizabeth Dinkins

Title: Superintendent, Bullitt Co. Schools

Title: Dean, Bellarmine University/Annsley
Frazier Thornton School of Education

Date: _____

Date: 5/2/2021

61423254.1



STUDENT TEACHER AGREEMENT

THIS AGREEMENT made at Campbellsville, Kentucky, this **1st day of July, 2021** between **Campbellsville University** (hereinafter called the University) and **Bullitt County Schools** (hereinafter called the Board).

WITNESS:

1. The University, under the provision of KRS 161.042 and pursuant to State Board of Education regulations, is authorized to enter into cooperative agreements, including financial agreements, with school boards for the purpose of providing professional laboratory experiences and student teaching experiences for students preparing for the educational profession.
2. The University and the Board accept joint responsibility to educate qualified teachers.
3. The University and the Board agree that all arrangements in reference to this program shall be governed and consistent with policies of the University as well as those of the Board.
4. As provided in KRS 161.042 (3) the student teachers placed in **Bullitt County Schools** shall agree to abide by all policies, rules, and regulations of the Board. The University and Bullitt County Schools agree to adhere to all state and federal privacy requirements, including but not limited to, the Family Education and Privacy Rights Act (FERPA). 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.
5. 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 judgment 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.
6. The Board shall work with the University upon request to identify properly qualified and certified teachers from within the system under whose direct supervision the student will teach.



16 KAR 5:040 identifies requirements for the cooperating teacher:

- have a valid Kentucky teaching certificate for grade and subject taught;
 - have at least three years of teaching experience on a Professional Certificate;
 - the ratio of student teachers to cooperating teachers shall be 1 to 1.
7. A written report to the University concerning the process and accomplishments of the student teacher shall be made by the cooperating teacher, along with a recommended grade in keeping with the University model for grading.
 8. The University shall designate a representative(s) to serve as liaison between it and the Board. This person(s), as a representative of the University, shall have access to all Board staff and schools necessary to facilitate proper communication and relationships between the Board staff, cooperating teacher, and the student teachers.
 9. Compensation will be made based upon the most recent General Assembly allocated funding for the compensation of teachers who supervise student teachers. The University also provides compensation in the amount of \$75 for each eight week placement and \$150 for each 16 week placement.
 10. As provided for in KRS 161.042 (4) the University may arrange with the Board to provide supplementary instructional activities for its teacher education students, other than student teachers. Where activities of this nature are desired by the University, arrangements shall be made with the Superintendent or his/her designee.
 11. The Board will require a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and will require a letter from the Kentucky Cabinet for Health and Family Services stating that the student teacher has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Kentucky Cabinet for Health and Family Services. The student teacher will be responsible for all costs associated with the background and child abuse checks required by the Board. If a criminal or child abuse background check reveals information that disqualifies the student teacher from teaching in the Board's schools, the Board will not accept the student teacher.
 12. During the time that a student teacher is practice teaching in a Board school, the student teacher shall not be deemed an employee of the Board, and the Board will not provide workers' compensation insurance coverage for the student teacher. However, the Board will provide general liability insurance coverage for the student teacher. The University shall defend, indemnify, and hold Bullitt County Schools harmless against any all claims, actions, damages (including reasonable attorney's fees) and liabilities for injury to person

or property arising out of action or conduct by the University as permitted by law. That Bullitt County Schools shall defend, indemnify, and hold the University and Student harmless against any all claims, actions, damages (including reasonable attorney's fees) and liabilities for injury to persons or property arising out actions or conduct by Bullitt County Schools.

13. The University and Board shall require each individual student participating to obtain and maintain occurrence-based liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence and list the Board as a certificate holder on the policy. The student teacher shall provide a copy of the relevant insurance declaration pages to the Board before the student teacher's first day at any Board facility.

IT IS MUTUALLY AGREED by and between the parties that the period covered by this agreement shall be from *July 1, 2021 until June 30, 2022* inclusive, and supersedes all previous contracts between the parties.

IN WITNESS WHEREOF, we, the undersigned, duly authorized representatives of the parties to this agreement, have hereunto set our hands this 13th day of July.

BOARD OF EDUCATION

by: _____

CAMPBELLSVILLE UNIVERSITY

by: Lisa Allen, Dean



Office of Professional Educator Services

Gary Ransdell Hall #2050
1906 College Heights Boulevard
Bowling Green, KY 42101

270-745-4896 (phone)
270-745-3442 (fax)
cindy.white@wku.edu

MEMORANDUM OF UNDERSTANDING
between
WESTERN KENTUCKY UNIVERSITY
and
BULLITT COUNTY SCHOOL DISTRICT

“Professional Education Preparation Partnership Agreement”
2020-2023

Pursuant to KRS 161.042 and Kentucky State Board of Education regulations, the University and Board enter into this cooperative for the purpose of providing clinical experiences as part of the professional education preparation program. Through this partnership agreement, the District will provide ongoing quality clinical field experience and student teaching placements for teacher education students. The University will collaborate with the District regarding ongoing professional development for District staff, including support of training and research in areas of mutual interest, significance, and benefit.

Core Beliefs

- Quality preparation of future teachers is a shared responsibility among practicing professionals, including school-based practitioners and those individuals in higher education.
- A team approach in working with and supporting pre-service teachers through clinical practice aligned with academic and pedagogical content is paramount to their preparation and future success in the profession.
- This partnership provides an opportunity to share and collaborate through awareness and integration of the differing and varying needs and resources of the University and the District.
- Both school-based and university-based staff involved in providing clinical experiences must be highly qualified professionals who value one another’s expertise and are dedicated to the professional growth of pre-service teachers.
- The continuous process of learning to be a highly effective teacher requires pre-service teachers to engage in authentic clinical experiences in diverse learning environments. Course work should complement field experiences which become increasingly complex and demanding as pre-service teachers matriculate.
- This partnership provides an opportunity for continuous learning which will leverage best practices in the profession to train and support preservice teachers, strengthen teacher preparation programs, and further develop current teachers.

Responsibilities

- One or more University staff members will serve as liaisons to the District to coordinate clinical field experience placements, including identification and scheduling of assignments and providing pertinent information about each student to the Board in advance of placement in the school district.

- The University will ensure student have the appropriate clearance, including acceptable background check, physical exam (including TB testing), and confidentiality training prior to being placed for clinical experience and student teaching, and maintain documentation thereof.
- The University will maintain ongoing communication with the District and sites of clinical field experience and work with District staff, school principals, and other personnel to address concerns or issues that may arise in regard to individual pre-service teachers and/or clinical field experiences.
- At the start of each academic school year of the partnership agreement, the University shall provide to the District a list of professional education preparation courses requiring clinical field experiences, including the type, duration, and requirements of those experiences.
- The teachers of classrooms in which clinical field experiences (including student teaching) occur shall complete current training requirements as designated by Kentucky Administrative Regulations or state agencies authorized to specify such requirements.
- The teachers of classrooms in which clinical field experiences occur shall complete relevant activities and documentation regarding pre-service teachers, such as verification of field hours, co-planning and co-teaching, feedback, and evaluation.
- Additional written agreements may be developed with individual schools within the District as necessary to provide more detailed procedures and practices associated with specialized programs which integrate clinical field experiences.
- The University and District will maintain a quality education program to support pre-service teachers as they serve P-12 students, including provisions for adequate instruction and supervision of preservice teachers.
- The University and the District will comply with all applicable federal, state, and municipal laws, ordinances, regulations, rules, and guidelines, including but not limited to, the timely completion of required criminal background checks and physical exams of preservice teachers.
- For direct supervision of a student teacher, the District's supervising teacher will receive a stipend in the amount of \$37.50 for each four-week placement, \$75 for each eight-week placement, and \$150 for each sixteen-week placement.
- Twice a year (at the end of the fall and spring semesters), Western Kentucky University will send a list of all cooperating teachers who supervised a student teacher, along with payment. The district will distribute the money to the cooperating teachers.
- **Liability Insurance.** The University shall require each individual participating student to obtain and maintain, occurrence-based professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00), per occurrence. The University will also notify each individual participating student of the requirement to notify the university at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to the university, upon request, certificates of insurance evidencing the above coverage.
- The University shall defend, indemnify, and hold BCPS harmless against any all claims, actions, damages (including reasonable attorney's fees) and liabilities for injury to persons or property arising out actions or conduct by the University as permitted by law. That BCPS shall defend, indemnify, and hold the University and Student harmless against any all claims, actions, damages (including reasonable attorney's fees) and liabilities for injury to persons or property arising out actions or conduct by BCPS.
- The University and BCPS agree to adhere to all state and federal privacy requirements, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

Performance and Authorization

It is mutually agreed by and between the University and the District that this partnership agreement shall be in effect as of the date of signature through July 31, 2023 and supersedes all previous agreements of this nature. This memorandum of understanding shall automatically renew for an additional three-year period unless either party provides a written notice of non-renewal at least 30 days prior to July 1, 2023.

In Witness Whereof, we the undersigned, duly authorized representatives of the parties to this memorandum, have caused this Agreement to be executed as of the date first written above.

Western Kentucky University

Bullitt County School District

Dr. Corinne Murphy, Dean
College of Education & Behavioral Sciences

Jesse Bacon, Superintendent
Bullitt County School District

Date

Date