

**COOPERATIVE STUDENT TEACHER AGREEMENT**  
**BETWEEN**  
**MERCER COUNTY SCHOOLS**  
**AND**  
**UNIVERSITY OF LOUISVILLE**  
**2022-2023**

THIS AGREEMENT (the “Agreement”) is made between the Board of Education of Mercer County Schools, Ky (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 (school district)(the “District”), will abide by all policies, rules and regulations of the University as students, and when on the premises of any District 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 Family 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 the District. 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 District school, 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 District school 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 District.

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 District, 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 (which may be provided via email) 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 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, 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, sexual orientation, gender identity or expression, 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 (if such costs and/or fees are awarded by a court of competent jurisdiction) (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 (which may include, but are not limited to, competency development plans, monthly reports, mid-term and final evaluations, and action plans) 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. For the purposes of this Agreement, pursuant to FERPA, University hereby designates the District as a school official with a legitimate educational interest in the educational records of students to the extent that access to the University's records is required to carry out the clinical training experience. University acknowledges that the education records of the District's students are protected by FERPA. The parties agree to comply with the requirements of FERPA and to protect the privacy of education records of District students that are made available to any student teacher assigned under this Agreement. To the extent permitted by law, the parties may share students' education records with each other, as may be necessary to perform their obligations under this Agreement.

16. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

17. Any amendment to this Agreement must be in writing and executed by both parties hereto.

IT IS MUTUALLY AGREED by and between the parties that the period covered by this Agreement shall be from August 1, 2022 (the "Effective Date") 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.

[Signatures follow]

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 dates below, but which Agreement shall be effective as of the Effective Date.

Mercer County Schools, **Board of Education**

\_\_\_\_\_  
Superintendent Date  
(school district),

**University of Louisville:**

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

**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)

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