

## MEMORANDUM OF AGREEMENT

This agreement is entered into this 09<sup>th</sup> day of October, 2023 by and between Kentucky Wesleyan College ("College") and the Elizabethtown Independent Public Schools ("School District").

WITNESSTH: Whereas it is for the mutual benefit of the College and the School District to provide appropriate training experiences for students in teacher preparation, it is therefore agreed as follows:

1. The College and the School District, under the provisions of K.R.S 65.240, 161.042 and relevant State System of Education regulations, are authorized to enter into cooperative agreements, including financial agreements, for the purpose of providing professional laboratory experiences and student teaching experiences for students preparing for the educational profession. The College and the School District accept the joint responsibility to prepare qualified teachers.
2. The School District agrees that schools in their district may be used by the College as centers for teacher preparation. The School District further agrees that the mentor and cooperating teachers who supervise teacher candidates shall meet the standards prescribed by the Kentucky Education Professional Standards.
3. The College and the School District agree that all arrangements in reference to this program shall be governed and consistent with policies of the School District as well as those of the College.
4. Field Experience/Student Teacher Clinical Site shall maintain and protect the confidentiality of student education records as required by the family Education Right and Privacy Act (FERPA). Student information that is submitted by Kentucky Wesleyan College and those records generated by Elizabethtown Independent School District regarding the student is confidential information and shall be used only for the purposes state in this agreement. The Elizabethtown Independent School District agrees not to share or disclose this data with any third-party outside of the purposes stated in this agreement, unless required to do so by law or other agency regulations. Elizabethtown Independent School District shall notify Kentucky Wesleyan College in writing immediately upon learning of any such required unauthorized release of the records or information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the agreement and eligibility to receive any student

information from Kentucky Wesleyan College for a period of no less than five years.

The Elizabethtown Independent School District agrees to either destroy the student information with permission of the Kentucky Wesleyan College in a manner that completely protects the confidentiality of the student information or return the information to Kentucky Wesleyan College upon the expiration of this agreement.


5. The School District, through its designated staff, shall approve assignments of teacher candidates subject to its limitations and in accordance with its philosophy of student education. Nothing in this agreement shall preclude the School District 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 students, detract from the total school program, or do not contribute to the advancement of the educational profession.
6. The School District shall conduct criminal background checks of teacher candidates, as per district policy.
7. The cooperating teacher and/or mentor teacher shall have the responsibility to provide candidates placed under their supervision with appropriate experience as outlined in Kentucky Wesleyan College Teacher Candidate Handbook. The assignments of students to cooperating teachers or mentor teachers shall be at the joint agreement of the College and the School District.
8. The College agrees that all candidates assigned to the schools are expected to observe all pertinent regulation and practices, which constitute the establishes policies of the school. Violation of said regulations may lead to the dismissal from individual field experience or student teaching placements.
9. It is agreed and understood that the cooperating teachers and/or mentor teachers are employees of the School District, and that any payment arrangement with Kentucky Wesleyan College does not, nor is it intended, to constitute an employer-employee relationship. Any tax liability created by the stipend payment shall be the responsibility of the recipient. Kentucky Wesleyan College will comply with all reporting requirements of the Internal Revenue Service.
10. The College agrees to pay a stipend to the cooperating teachers when available. Stipend amounts are determined annually, per program policy and EPSB regulations. For direct supervision of the student teacher(s), in a single 7-week placement, the cooperating teacher will receive a stipend of \$75 for the placement. In case of a dual placement, the cooperating teacher shall receive a stipend of \$150 for the 14-week placement.

11. The College and the School District agree not to discriminate in recruitment of employees, pre-service teachers (field experience/student teaching) development, advancement and treatment of their employees, pre-service teachers (field experience/student teachers) on the basis of race, color, creed, disability, national origin, sex, veteran status, or any other protected class.

This arrangement as entered into by and between Kentucky Wesleyan College and the Elizabethtown Independent School District shall continue from year to year unless terminated by either party in writing. If the School District decides it will terminate the agreement, written notice to the College shall be given by July 1 for the fall semester and November 15 for the spring semester. Notice shall be provided to the College to the attention of name/addresses and to the School District to the attention of names/addresses. This is a continuous agreement; however, it may be terminated with a 90-day notice. However, students in either placement shall be allowed to complete their experience.

This agreement supersedes all prior agreements between the parties hereto relating to its subject matter. There are no other understandings or agreements between them and any and all changes shall be in writing and signed by both parties.

Approved by:



\_\_\_\_\_  
Chair, KWC Education Department

10/9/2023

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date