

**DATE:**

4/5/24

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the Memorandum of Agreement between University of Louisville (Uof L) and the Kenton County School District (KCSD) for Uof L education students to perform clinical experiences in KCSD schools through 2029.

**APPLICABLE BOARD POLICY:**

03.3 Student Teachers

**HISTORY/BACKGROUND:**

The University of Louisville is interested in partnering with KCSD in order for College of Education students to serve as student teachers and practicum students within our district. Not only will the continued partnership grow the education profession, it will serve as a first-hand recruiting tool for administrators who have the opportunity to observe the potential of the student teachers while under their supervision.

**FISCAL/BUDGETARY IMPACT:**

\$0 cost to the district

**RECOMMENDATION:**

Approval to the Memorandum of Agreement between University of Louisville (Uof L) and the Kenton County School District (KCSD) for Uof L education students to perform clinical experiences in KCSD schools through 2029.

**CONTACT PERSON:**

Malina Owens

\_\_\_\_\_  
Principal/Administrator

Malina Owens  
District Administrator

[Signature]  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.*

**COOPERATIVE STUDENT TEACHER AGREEMENT**  
**BETWEEN**  
**KENTON COUNTY SCHOOL DISTRICT**  
**AND**  
**UNIVERSITY OF LOUISVILLE**  
**2024-2029**

THIS AGREEMENT (the "Agreement") is made between the Board of Education of Kenton 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 Kenton County Public Schools (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. 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, Kim Adams, Phone: 502-852-6692, Email: isopol@louisville.edu . Notice in the event the University/College is the Receiving Party will be sent to the Board's Chief Human Resources Officer, \_\_\_\_\_, Phone: \_\_\_\_\_, Fax: \_\_\_\_\_. 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:

<https://finance.ky.gov/office-of-the-secretary/FinanceForms/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:

<https://finance.ky.gov/office-of-the-secretary/FinanceForms/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 16 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. Except as may be required by Kentucky Records Retention Laws.

O. Any provision herein that requires or otherwise specifies that the University will indemnify the District or any of its subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the District or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Board of Claims and KRS 45A.225 through 45A.275 (Contract Claims). University does not waive any of the rights, privileges or immunities available to Kentucky state agencies, and any conflicting provision is rejected.

18. 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.

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

Either party may terminate this agreement at any time by providing written notice to the other party at least thirty (30) days prior to the start of an academic year where any student teacher would be placed under this agreement.

IT IS MUTUALLY AGREED by and between the parties that this Agreement shall be commence on August 1, 2024 and continue for an initial term of one (1) year. At the end of this initial term,

this agreement shall automatically renew for an additional one (1) year terms, up to a total of five (5) one (1)-year terms, unless either party provides written notice of non-renewal at least ninety (90) 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 dates below, but which Agreement shall be effective as of the Effective Date.

**Board of Education**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**University of Louisville:**

\_\_\_\_\_  
Thomas Gerard Bradley                      Date  
Executive Vice President & University Provost



