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College of Education
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**MARION COUNTY SCHOOL DISTRICT -- UNIVERSITY OF KENTUCKY
CLINICAL PRACTICE AGREEMENT
2024-2026 SCHOOL YEARS**

The Marion 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 Marion 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 Marion County School District reserves the right to refuse placement of any UK educator preparation candidate, it being agreed and understood that the Marion County School District has the fundamental right and duty to select the individuals who are to teach or engage in clinical experiences in the Marion County School District.

Further, the Marion 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 field experience placement in the Marion County School District. It is expressly understood and agreed that in the event of the removal of any such UK educator preparation candidate, the Marion County School District agrees to provide a written statement of the reasons for the removal. 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, the Marion 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.

The Parties shall maintain general liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to the other Party.

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 a field experience in the Marion County School District or may be accepted for such a position by the Marion County School District.

Staff members of both the University of Kentucky and the Marion 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 Marion 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, Marion 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, Marion 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 professional information on each educator preparation candidate and supervising teacher prior to commencement of the student teaching assignment.

F. Candidates involved in clinical experiences will have undergone appropriate background checks prior to engaging in on site clinical experiences.

The period covered by the agreement shall be from July 1, 2024 to June 30, 2026, inclusive. This Agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination. Any candidate participating in a clinical practice at Marion County School District at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their program with Marion County School District. This Agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this Agreement.

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.

The Clinical Practice is taking place within the Commonwealth of Kentucky. Therefore, this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

This Clinical Practice is taking place outside of the Commonwealth of Kentucky. Therefore, the parties agree to remain silent on governing law and venue.

Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission or constitutes an endorsement of any commercial product or services by either party.

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized representatives of the respective institutions as listed in the agreement.

Marion County School District

University of Kentucky

By: Superintendent Chris Brady

By: Provost Robert DiPaola

Date

Date

Recommended by:

College of Education Acting Dean
Danelle Stevens-Watkins

Date