

EARLY CHILDHOOD EDUCATOR CERTIFICATE PROGRAM COOPERATIVE TEACHER AGREEMENT

Name of Cooperative Teacher (please print): _____
Address: _____ State & Zip: _____
Telephone: _____ Email: _____
Name(s) of Candidates to Mentor: _____

This Cooperative Teacher Agreement (“Agreement”) is entered into between Butler Ventures, LLC, an Indiana limited liability company (“Butler”), and the Cooperative Teacher (“CT”) named above.

1. **SERVICES:** The CT has been assigned the candidate(s) named above and shall perform the services described below:

- Complete the orientation course provided by Butler
- Facilitate program-related learning and teaching opportunities in their classroom for the candidate(s)
- Model exemplary teaching practice
- Share informal, constructive feedback with candidate(s)
- Document formal feedback about the candidate(s) for Butler faculty
- Spend at least one-hour weekly with each program candidate debriefing, planning, and sharing insights related to classroom experiences.

2. **COMPENSATION AND TERMS OF PAYMENT:** A CT may be matched with a maximum of two candidates at the same time. Butler will pay the CT \$500 per candidate fully mentored per the following schedule:

- \$125 after completing the orientation module and assigned program candidate has completed the first course
- \$125 after the program candidate has completed 50% of the program
- \$250 after the program candidate has completed the program, and the CT has submitted all requisite feedback, checklists, and the cooperative teacher survey.

3. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Cooperative Teacher shall defend, indemnify, and hold harmless Butler and Butler University, their Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Cooperative Teacher hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from Butler’s sole negligence or willful misconduct.

4. **FORCE MAJEURE.** Butler and Cooperative Teacher will be excused from performing their obligations and all further liability under this Agreement due to events beyond their control ("Force Majeure"). Events of Force Majeure shall include but not be limited to war, weather, acts of God, fire, explosion, disease, epidemic, pandemic, riots, and power failure or government action. The party so affected by an event of Force Majeure shall notify the other party immediately upon the occurrence of such an event. If the Force Majeure condition is reasonably expected to continue through the event date or dates, either party may terminate this Agreement without liability to the other.

5. **PHOTOGRAPHY/RECORDING.** I understand that Butler and Butler University may wish to photograph or otherwise capture permanently my image, likeness, words, verbal expressions, or other depiction during this event. I irrevocably grant permission for Butler or Butler University to take such photographs and/or videos to be used by Butler worldwide for their own uses and in any medium, including print and electronic. I understand that Butler may use the Images with or without associating names to them. I also waive any claim for any kind of compensation for Butler’s use or publication of the Images.

6. **TERMINATION.** This Agreement may be terminated at no cost to either party upon 30 days’ advance written notice.

7. **INDEPENDENT CONTRACTOR.** It is specifically agreed that the Cooperative Teacher in fulfilling the terms and conditions of the Agreement is acting as an independent contractor and not as agents or employees of Butler. No acts or assistance given to the Cooperative Teacher by Butler or Butler University shall in any way be construed to alter the independent contractor relationship and nothing in this Agreement shall in any way be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto.

8. **PERMISSION TO DISCUSS PARTICIPATION.** I grant permission to Butler Ventures and Butler University to discuss my program participation and related information with my identified early childhood setting and my student's scholarship provider, if applicable. This authorization is valid until revoked in writing. I understand the confidentiality of this information will be maintained.

9. **OTHER.** Cooperative Teacher must adhere to Butler and Butler University rules and guidelines including conduct policy. Cooperative Teacher’s behavior, language, and the like must be fit for a school environment. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. This Agreement shall be governed by the laws of the state of Indiana. Any dispute arising hereunder shall be resolved exclusively in the courts of the state of Indiana located in Marion County, Indiana. *Please note that this Agreement will not be considered complete until Butler receives the Cooperative Teacher’s W-9 form. Please email to eccert@butler.edu.

Butler

Cooperative Teacher

By: _____
(signature)

By: _____
(signature)

Date: _____

Date: _____