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IOWA STATE UNIVERSITY

EDUCATOR PREPARATION PROGRAM

RE: Iowa State University and Clarinda Community School District

The Educator Preparation Program of Iowa State University would like to partner with your school system for field experience opportunities. Please find the attached copy of the Cooperative Student Teaching/Practicum Agreement. This contract format includes student teachers, practicum and early field experiences for students during the two year period stated.

Please have your school Board President, Superintendent, or other designated personnel sign the highlighted sections of the contract. In turn, we will have contracts signed by the Dean of the College of Human Sciences, as authorized by the Board of Regents and the Director of the School of Education. ISU will provide you with a completed contract with all necessary signatures for record keeping.

We want to assure you that all Iowa State University students in the Teacher Education Program have successfully completed an Iowa DCI background check. That means that all practicum students and student teachers have undergone a background check. Student teachers undergo a second check at the time of their licensure application.

We truly value the partnership with your school district and hope for the opportunity to assign students to your schools in the months and years ahead. As always, any feedback offered to improve our practice is welcomed and appreciated.

Thank you for your professional cooperation.

Respectfully,

Jaime Boeckman boeckman@iastate.edu
Director of Teacher Education Services

Jack Christensen jackc2@iastate.edu
Field Experiences Coordinator

Ann Pierce apierce@iastate.edu
Field Experiences Coordinator

Daryl Sackmann sackmann@iastate.edu
Field Experience Coordinator

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Iowa State University
COOPERATIVE AGREEMENT
by and between

IOWA STATE UNIVERSITY AND _____

This agreement is made and entered into on _____("Effective Date") by and between IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY on behalf of its Teacher Education Services ("University") and _____ (hereinafter referred to as the "Clinical Placement Site").

WHEREAS, University seeks to provide students of the Iowa State University ("Students") with experience in a setting in which the Students, while under appropriate supervision, learn to apply the methods, skills and standards of licensed professionals.

WHEREAS, Clinical Placement Site seeks to obtain the assistance of Students and also to establish relationships with and contribute to the education of future licensed professionals.

WHEREAS, University and Clinical Placement Site intend to offer clinical experiences to Students to support the Students' development of applicable knowledge, dispositions, and performances in a variety of settings.

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of engaging in a cooperative program through which Students may obtain appropriate supervised clinical experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the University and Clinical Placement Site agree to cooperate as follows:

1.0 **Rights and Responsibilities of University.**

1.1 The University's program coordinators shall determine eligibility of Students to participate in the clinical experience.

1.2 The placement of Students shall be accomplished on a cooperative basis involving both the University and the Clinical Placement Site including jointly defined qualifications for Students entering the clinical experience. The University will provide advance information to the Clinical Placement Site concerning the names of Students and dates for the clinical experiences to allow the Clinical Placement Site time and opportunity to prepare for the Students.

1.3 The University reserves the right to decline the services of any Clinical Placement Site's cooperating staff member, if any, subject to the non-discrimination provisions in Section 6.

1.4 The University's program coordinators, at any time and immediately in the case of an emergency, may terminate or change the assignment of any Students. Prior to doing so, the University's program coordinators shall make reasonable efforts to consult with all parties concerned regarding reasons for termination or changes in assignment. University will provide the Clinical Placement Site written notification of such termination or change.

1.5 The University will explain to the Students that, during the clinical experience at the Clinical Placement Site, they will be subject to and expected to comply with the rules and regulations of the Clinical Placement Site, the policies of the University, and the code(s) of ethics of the profession.

1.6 The University, after consultation with appropriate representatives of the Clinical Placement Site, will plan and conduct the educational program for the Students' experiences. The University will provide the Clinical Placement Site with discipline-specific goals and objectives, including prescribed minimum expectations and responsibilities for the Students, cooperating staff members, the Clinical Placement Site, and individuals supervising the Students.

1.7 The University will provide reasonable opportunities for the staff of the Clinical Placement Site to participate in joint planning and evaluation of Student experiences and to participate in the development of Student schedules at the clinical setting site. The final evaluation of the Student is the responsibility of the University.

1.8 The University will maintain communication and cooperation with the Clinical Placement Site and its cooperating teachers and staff to assure implementation of the goals and objectives of the clinical learning experiences contemplated by this Agreement.

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1.9 The University will assign and designate a point of contact that is to be responsible for planning and administering the clinical experience.

1.10 The University will ensure that all Students placed in the Clinical Placement Site have successfully completed a background check using the following: Sexual Abuse Registry, Dependent Adult Abuse Registry, Child Abuse Registry and Criminal Registry.

2.0 **Rights and Responsibilities of Clinical Placement Site.**

2.1 The Clinical Placement Site will provide a suitable environment for learning experiences for Students which are planned, organized, and administered by qualified staff in conjunction with designated University personnel, in accordance with mutually agreed upon discipline-specific goals and objectives.

2.2 The Clinical Placement Site and its cooperating teachers and staff will maintain communication and cooperation with the University to assure implementation of the goals and objectives of the clinical learning experiences contemplated by this Agreement.

2.3 The Clinical Placement Site will provide any Students assigned under this agreement with an orientation that includes a tour of its facility, an explanation of any applicable rules, regulations and procedures, and other topics that will assure the Student a quality clinical experience.

2.4 The Clinical Placement Site will provide University with copies of or web-links to any policies or documents that they expect Students to abide by.

2.5 The Clinical Placement Site reserves the right to decline the assignment of any Student or exclude any Student from its premises subject to non-discrimination as in provisions in Section 6.

2.6. The Clinical Placement Site will assign and designate a point of contact that is to be responsible for planning and administering the clinical experience and will serve as the designated point of contact for University communication with the Clinical Placement Site regarding Students' experiences.

2.7 The Clinical Placement Site will communicate in a timely manner with University program coordinators regarding matters relating to Students, including but not limited to any Students' emergency, disciplinary problem, academic problem, and/or concerns expressed by Students regarding the Clinical Placement Site and/or its employees/agents.

2.8 The Clinical Placement Site will provide adequate facilities, equipment, and supplies to meet the educational objectives of the clinical experience. The working and learning environment will be safe and compliant with all applicable professional standards.

2.9 The Clinical Placement Site will provide appropriate supervision of Students. The Clinical Placement Site's employees and/or agents will supervise the work, services, and experiences performed by Students pursuant to this Agreement. Students are trainees and will not be used as a replacement for teachers, administrators or any other staff member of the Clinical Placement Site.

2.10 The Clinical Placement Site acknowledges that Student education records are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232(g) and 34 CFR Part 99, and that Student permission must be obtained before releasing directory or non-directory student data to anyone other than University. The Clinical Placement Site understands that Students' information related to their placement at the site constitutes protected education records. The Clinical Placement Site agrees to keep education records of Students confidential as required by FERPA. The Clinical Placement Site agrees to immediately notify University in the event of an unintentional disclosure of protected education records.

3.0 **Liability**.

3.1 The Clinical Placement Site agrees to indemnify and hold harmless University, the Board of Regent's of the State of Iowa, the State of Iowa and their respective affiliates, successors, assigns, officers, employees and agents from any and all claims arising from activities provided or supervised by the Clinical Placement Site and from any and all liability, loss, damage, cause of action, cost and expenses, arising out of or in connection with any activities undertaken by the Clinical Placement Site, including its employees or agents, in performing their duties and responsibilities under this Agreement or arising from a breach of the terms of this Agreement.

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3.2 To the extent permitted by Chapter 669 of the Iowa Code and other applicable law, University agrees to indemnify and hold harmless the Clinical Placement Site and its affiliates, successors, assigns, officers, employees and agents for injury to persons or property arising out of or caused by the negligence of University's agents, employees, or officers in the performance of the duties and obligations contemplated in the Agreement. Non-public schools are not covered under the Iowa Tort Claims Act, Chapter 669 of the Code of Iowa.

3.3. Student Liability

3.3.1. Clinical Placement Sites within Iowa agree to indemnify and hold Students participating in a clinical experience harmless from any and all tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their activities under this Agreement to the same extent the Clinical Placement Site shall do so for its officers, agents, and employees, as provided under the Code of Iowa, Sections 272.27 and 670.8 (Tort Liability of Governmental Subdivisions Act) .

3.3.2. Professional liability insurance will be encouraged for all Students participating in in-state (Iowa) clinical experiences. Students, other than for those Students subject to the protections provided under Section 3.3.1 above, shall be required by University to obtain professional liability insurance while participating in an in-state clinical experience. Students participating in clinical experiences out of Iowa will be required to obtain professional liability insurance.

4.0 **Compensation.**

4.1 Compensation for Cooperating Teachers Supervising Clinical Experiences- Student Teaching.

4.1.1 The University agrees to compensate a cooperating teacher who satisfactorily serves as a cooperating teacher for a Student teacher for the full duration of a student teacher clinical experience.

4.1.2 If a cooperating teacher serves as a cooperating teacher for less than the full duration of a Student's student teaching clinical experience for any reason, their compensation will be prorated.

4.1.3 Upon completion of the student teaching assignments, University will make payment for a cooperating teacher's/staff member's services within a reasonable time after receipt of written evidence from the Clinical Placement Site that a cooperating teacher/staff member has satisfactorily served as a cooperating teacher/staff member for a Student.

4.2 Compensation for Cooperating Staff Supervising Clinical Experiences -Non-Student Teaching

4.2.1 University agrees to compensate a cooperating teacher in accordance with the Clinical Placement Site's policies and procedures for non-student teaching supervision. The Clinical Placement Site shall direct the cooperating teacher/staff members assigned to serve as a cooperating teacher/staff member for a Student to provide University appropriate documentation, when direct payment is made to cooperating teacher/staff member for a Student.

4.2.2 If a cooperating staff member serves as a cooperating staff member for less than the full duration of a Student's Clinical experience in school psychology or school counseling for any reason, their compensation will be prorated accordingly in University's sole discretion.

4.2.3 No compensation will be provided to the Clinical Placement Site or any cooperating staff member for any clinical experience other than those specifically provided for herein.

4.3 No Compensation for Students

4.3.1 Both parties agree that no Students in the clinical experience program will be compensated for the services contemplated under this Agreement. Students are not employees of either University or Clinical Placement Site and are not required nor entitled to be paid any wage, salary or benefits and will not be covered for Worker's Compensation, Social Security, or Unemployment Compensation programs.

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5.0 **Term, Revisions and Termination.**

5.1 This Agreement shall commence beginning on the Effective Date of this Agreement, and shall continue for a period of two calendar years. This contract will end and will need renewal on _____.

5.2 This Agreement may be terminated for any reason by either party by giving not less than one hundred twenty (120) days written notice. Early termination of the Agreement will not alter the responsibility of the parties to carry out the terms of the Agreement with respect to any Students who are on-site at the Clinical Placement Site at the time notice of termination is provided.

5.3 Requests for revision of this Agreement or notice of termination to the Clinical Placement Site shall be directed to (if not one of the undersigned):

Name_____ Email/Phone_____

Name_____ Email/Phone_____

Name_____ Email/Phone_____

5.4 Requests for revision of this Agreement or notice of termination to the University shall be directed to:

Jaime Boeckman boeckman@iastate.edu
Director of Teacher Education Services

Jack Christensen jackc2@iastate.edu
Field Experiences Coordinator

Ann Pierce apierce@iastate.edu
Field Experiences Coordinator

Daryl Sackmann sackmann@iastate.edu
Field Experience Coordinator

6.0 **Non-Discrimination.** In connection with this Agreement, neither party will discriminate on the basis of race, color, ethnicity, national origin, religion, age, sex, pregnancy, marital status, sexual orientation, gender identity, genetic information, disability, status as a U.S. veteran or other legally protected status. Each party agrees that it is separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement.

7.0 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Iowa, which shall also be venue for any disputes arising hereunder.

8.0 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendments hereof must be made in writing and agreed to by the parties.

9.0 Counterparts; Authorization: This Agreement may be executed in any number of counterparts and delivered by electronic transmission in PDF format. Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so.

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IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

CLINICAL PLACEMENT SITE:

By _____

Printed Name _____

Its _____

Date _____

By _____

Printed Name _____

Its _____

Date _____

UNIVERSITY:

By _____

Printed Name _____

Its Director, Educator Preparation, School of Education

Date _____

By _____

Printed Name _____

Its Dean, College of Human Sciences

Date _____