

Iowa State University
COOPERATIVE AGREEMENT
by and between

IOWA STATE UNIVERSITY AND CEDAR FALLS COMMUNITY SCHOOL DISTRICT

This agreement is made and entered into this _____ Day of _____, 2018 (“Effective Date”) by and between IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY on behalf of its Teacher Education Services (“University”) and CEDAR FALLS COMMUNITY SCHOOL DISTRICT (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 the students of the Iowa State University may obtain appropriate clinical experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the University and Clinical Placement Site agree 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 reasonably accommodate 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 Student. 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 the rules and regulations of the Clinical Placement Site, 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 notify Students that they are to comply with all rules, regulations and procedures of the Clinical Placement Site during their clinical experience there.

1.9 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.

1.10 The University shall assign and designate a point of contact that is to be responsible for planning and administering the

clinical experience.

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 shall 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 shall provide any Student 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.

2.2 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.

2.3 The Clinical Placement Site shall provide an environment for the clinical experiences that supports learning in context and shall facilitate the Student's professional growth through educational assignments.

2.4. The Clinical Placement Site shall assign and designate a point of contact that is to be responsible for planning and administering the clinical experience.

2.5 The Clinical Placement Site shall provide adequate facilities, equipment and supplies to meet the educational objectives of the clinical experience.

2.6 Students shall perform the services contemplated by this Agreement only under the supervision of the Clinical Placement Site employees or agents. Students are trainees and shall not be used as a replacement for teachers, administrators or any other staff member of the Clinical Placement Site.

2.7 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 agrees to keep education records of Students confidential as required by FERPA.

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 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, in performing their duties and responsibilities under this Agreement or arising from a breach of the terms of this Agreement.

3.2 University agrees to be responsible for any and all claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees, or officers in the performance of the duties and obligations contemplated in the Agreement to the extent permitted by the Iowa Tort Claims Act, Chapter 669 of the Code of Iowa. 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 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 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, his/her 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, his/her 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 Student in the clinical experience program shall 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.

5.0 Term, Revisions and Termination.

5.1 This Agreement shall commence beginning on the Effective Date of this Agreement, and shall continue for **two years** and is automatically renewable unless a termination notice is provided.

5.2 This Agreement may be terminated for any reason by either party upon one hundred twenty (120) days written notice. Should notice of termination be given, Students assigned to the Clinical Placement Site shall be allowed to complete any previously scheduled Clinical experience then in progress at the Clinical Placement Site.

5.3 Requests for revision of this Agreement or notice of termination to the Clinical Placement Site shall be directed to:

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

Jaime Boeckman boeckman@iastate.edu
Teacher Education Services Director

Ann Pierce apierce@iastate.edu
Field Experiences Coordinator

Daryl Sackmann sackmann@iastate.edu
Field Experience Coordinator

Kristin Kalcevich kmkalcev@iastate.edu
Field Experiences Coordinator

Maranda Van Cleave marandav@iastate.edu
Field Experiences Coordinator

6.0 **Non-Discrimination.** Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party will discriminate against any Student on the basis of race, national origin, color, religion, sex, age, marital status, sexual orientation, gender identity, disability, or status as a U.S. Veteran.

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.

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

CLINICAL PLACEMENT SITE

UNIVERSITY

By: _____

By: _____

Print Name: _____

Laura Dunn Jolly
Its: Dean, College of Human Sciences

Its: _____

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Marlene Strathe
Its: Director, School of Education
College of Human Sciences

Its: _____

Date: _____

Date: _____