

## COOPERATIVE AGREEMENT

by and between

### THE UNIVERSITY OF IOWA and Linn-Mar Community Schools

This agreement is made and entered into this 17th day of December, 2020, ("Effective Date") by and between THE UNIVERSITY OF IOWA on behalf of its College of Education ("University") and Linn-Mar Community Schools (hereinafter referred to as the "Field Placement Site").

WHEREAS, University seeks to provide students of the College of Education ("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, Field 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 Field Placement Site intend to offer field experiences to Students to support the Students' development of applicable knowledge, dispositions, and performances in a variety of settings.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program through which the students of the University of Iowa's College of Education may obtain appropriate field experience.

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

#### 1.0 Rights and Responsibilities of University

1.1 The University's coordinator of field experiences shall determine eligibility of Students to participate in the field experience.

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

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

1.4 The University's coordinator of field experiences, at any time, may terminate or change the assignment of any Student. Prior to doing so, the University's coordinator of field experiences shall make reasonable efforts to consult with all parties concerned regarding reasons for termination or changes in assignment. University will provide the Field Placement Site written notification of such termination or change.

1.5 The University will inform and explain to the Students that, during the field experience at the Field Placement Site, they will be subject to the rules and regulations of the Field Placement Site, the University and the code of ethics of the profession.

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

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

1.8 University will complete Iowa child and adult abuse background check on students.

## **2.0 Rights and Responsibilities of Field Placement Site.**

- 2.1 The Field 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 educational objectives and guidelines.
- 2.2 The Students shall be under the direct supervision of an appropriately licensed cooperating teacher/staff member who is employed to teach/provide services for which license by the Board of Education is required at the Field Placement Site.
- 2.3 The Field Placement Site reserves the right to exclude any Student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the Field Placement Site, subject to the non-discrimination provisions in Section 6. To assist University in its due process obligations to Students excluded or withdrawn from the field experience, the Field Placement Site will provide a written statement of the reason(s) for the exclusion or withdrawal.
- 2.4 The Field Placement Site shall provide an environment for the field experience that supports learning in context and shall facilitate the Student's professional growth through educational assignments.
- 2.5 The Field Placement Site shall assign and designate a point of contact that is to be responsible for planning and administering the field experience.
- 2.6 The Field Placement Site shall provide adequate facilities, equipment and supplies to meet the educational objectives of the field experience.
- 2.7 Students shall not be used as a replacement for teachers, administrators or any other staff member of the Field Placement Site.
- 2.8 The Field Placement Site acknowledges that many Student education records are protected by the Family Educational Rights and Privacy Act, and that Student permission must be obtained before releasing specific Student data to anyone other than University.

## **3.0 Liability.**

- 3.1 The Field Placement Site agrees to indemnify, defend and hold harmless University from any and all claims arising from activities provided or supervised by the Field Placement Site. The Field Placement Site further agrees to indemnify, defend and hold harmless University from any and all liability, loss, damage, cause of action, cost and expense, including reasonable attorney fees, arising out of or in connection with any activities undertaken by the Field 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 Chapter 669 of the Code of Iowa.
- 3.3 The Field Placement Site agrees to indemnify, defend and hold Students 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 Field Placement Site shall do so for its officers and employees, as provided under Sections 272.27 and 670.8 of the Code of Iowa.

## **4.0 Compensation.**

- 4.1 Compensation for Cooperating Teachers Supervising Student Teachers.



4.1.1 For a cooperating teacher who satisfactorily serves as a cooperating teacher for a Student for the full duration of a student teacher field experience, the University agrees to compensate the cooperating teacher a minimum of \$424 or with a non-transferable tuition voucher which may be used to cover the costs of tuition for one semester hour of graduate credit at University.

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

#### 4.2 Compensation for Cooperating Staff Supervising School Psychology or School Counseling Field Experiences.

4.2.1 For a cooperating staff member who satisfactorily serves as a cooperating staff member for a Student for the full duration of a field experience in school psychology or school counseling, the University agrees to compensate the cooperating staff member a minimum of \$50.00.

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

4.3 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 Field Placement Site that a cooperating teacher/staff member has satisfactorily served as a cooperating teacher/staff member for a Student.

4.4 University will issue compensation in accordance with the Field Placement Site's policies and procedures. The Field 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, including social security numbers and citizenship verification, when direct payment is made to cooperating teachers/staff members.

4.5 No compensation will be provided to the Field Placement Site or any cooperating staff member for any field experience other than those specifically provided for herein.

#### 5.0 Term, Revisions and Termination.

5.1 This Agreement is for a term of two (2) years, beginning on the Effective Date of this Agreement, and may be renewed by mutual written consent of the parties for an unlimited number of renewal terms of two (2) years each.

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 Field Placement Site shall be allowed to complete any previously scheduled field experience then in progress at the Field Placement Site.

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

Casey Fassellius  
Linn-Mar Community Schools  
3333 N. 10th St.  
Marion, IA 52302

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

Julie J Heidger, EdS  
Director of Student Teaching & Field Experiences  
College of Education  
Student Field Experiences  
310 Lindquist Center North  
Iowa City, IA 52242-1529

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. The University of Iowa prohibits discrimination in employment, educational programs, and activities on the basis of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, service in the U.S. military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. The University also affirms its commitment to providing equal opportunities and equal access to University facilities. For additional information contact the Office of Equal Opportunity and Diversity, (319) 335-0705.

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.

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

FIELD PLACEMENT SITE

UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

David W. Kieft

Its: \_\_\_\_\_

Its: Business Manager, University of Iowa

Date: \_\_\_\_\_

Date: \_\_\_\_\_