

STRENGTH AND CONDITIONING SERVICES AGREEMENT

This STRENGTH AND CONDITIONING SERVICES AGREEMENT (this "Agreement") is entered into as of the 1st day of April, 2021 between LINN-MAR COMMUNITY SCHOOL DISTRICT ("School") and ABILITY PHYSICAL THERAPY, P.C., (the "Contractor").

RECITALS

The School wishes to have Strength and Conditioning services performed by the Contractor and the Contractor wishes to provide the Strength and Conditioning services for the School.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Services. The Contractor shall provide one (1) Strength and Conditioning Coordinator employed by Ability Physical Therapy to provide strength and conditioning on-site supervision to the School during such times where strength and conditioning services are needed and requested. The Contractor shall provide comprehensive functional testing of all athletes at the School who choose to participate. The dates of testing will be mutually agreed upon by the coaching staff of the School and the Contractor.
2. Term. This Agreement may be terminated by either party on sixty (60) days' written notice for any reason or no reason.
3. Facilities. The School shall provide all necessary supplies and equipment required for Strength and conditioning training performed and to maintain storage of athlete information for workout programs and functional testing. Contractor shall furnish all equipment needed for functional testing.
4. Fees for Services.
 - a. The Contractor agrees to provide Strength and conditioning services to the School for an annual sum of \$30,000.00. In consideration for the services under this agreement, the School agrees to the amount of \$30,000.00. The annual amount shall be divided between (12) twelve months. An invoice shall be submitted the first of each month for \$2,500.00.
 - b. This fee would be for a maximum of 1200 hours of onsite services per year. Any additional hours of service would be billed at \$20.00 per hour. Hours worked for additional camps (my multiple workers) will be included in the 1200 hours per year along with an additional stipend of \$10.00 per individual participant for strength and conditioning camps.
 - c. Advertising for both Ability Physical Therapy and Elite Fitness services in the Linn Mar School district will consist of video ads in the Gymnasium and at the

Stadium as well as name recognition on all sports team posters when businesses are listed. Signage will also be placed in the strength and conditioning area of the high school.

5. Duties. Contractor agrees to provide only individuals experienced and qualified to perform Strength and conditioning services. The Contractor agrees those individuals shall perform their duties in accordance with the professional ethics and standards practice that may be prevailing during the Term of this Agreement, and in accordance with the policies, standards, and regulations that the School may from time to time establish. The School may reject or refuse the services of any individuals that the Contractor provides to the School under this Agreement.

6. Records. All records, reports, claims, and correspondence prepared by the Contractor in connection with the services rendered herein shall remain the property of the School, but will be made available for the use by Contractor provided that the same shall not be removed from the premises of the School without consent of the School.

7. Professional Liability Insurance. Contractor will provide its own professional liability insurance, with responsible insurance carrier licenses to do business in the State of Iowa. Such insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence/Three Million Dollars (\$3,000,000.00) aggregate.

8. Indemnification. Contractor shall indemnify and hold School harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses, including reasonable attorney's fees, court costs and costs of appeal, that School may incur or sustain as a result of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Contractor or as a result of failure to pay any employment or income taxes arising Contractor performance of Services for the School. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

School shall indemnify and hold Contractor harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses, including reasonable attorney's fees, court costs and costs of appeal, that Contractor may incur or sustain as a result of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Contractor. If a suit, action, arbitration or other

proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9. Notices. All notices, consents, demands or other communications required or permitted to be given pursuant to this Agreement shall be deemed sufficiently given when delivered personally, with a written receipt acknowledging delivery or telefaxed, or three (3) business days requested, with postage fee prepaid and addressed:

Contractor: Ability Physical Therapy
Attn: Michael Reiling
300 Virgil Avenue
Mount Vernon, Iowa 52314

School : Linn Mar Community School District
Attention: David Brown
3111 10th Street
Marion, IA 52302

Either party may change its address for notice hereunder by providing written notice of such a change to the other Party hereto.

Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Assignment. This Agreement may not be assigned to another by either party, without the written consent of the other party. The Contractor shall have any right to encumber or dispose of any right to receive payments hereunder, it being understood that such payments and the right hereto are non-assignable and nontransferable.

Binding Effect. The Agreement shall be binding upon and inure to the benefit of the Parties hereto, the Contractor's successors and assigns, and the successors and assigns of the School.

Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Iowa.

Waiver. Any waiver to be enforceable must be in writing and executed by the Party against whom the waiver is sought to be enforced.

Counterparts. The Agreement may be executed in two or more counterparts, which counterparts may be delivered by electronic facsimile such counterparts shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR STRENGTH AND CONDITIONING SERVICES AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Strength and Conditioning Services Agreement as of the date set forth below to be effective as of the date first above written.

SCHOOL:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By: _____ Dated: _____
Name:
Title:

CONTRACTOR:

ABILITY PHYSICAL THERAPY, P.C.

By:  _____ Dated: 3-23-2021
Michael Reiling
President



**Solution Tree, Inc.
Purchase Agreement**

Effective March 15, 2021, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Linn-Mar Community School District ("Customer") located at 2999 10TH St. Marion, IA 52302 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

| Products and Services | Total |
|--------------------------|--------------------|
| Professional Development | \$33,700.00 |
| Total | \$33,700.00 |

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

| Description | Payment | Expected Invoice Date |
|------------------------------|-------------|-----------------------------|
| 20% Deposit (non-refundable) | \$ 6,740.00 | Upon execution of Agreement |
| Professional Development | \$16,080.00 | June 15, 2021 |
| Professional Development | \$ 5,440.00 | August 19, 2021 |
| Professional Development | \$ 5,440.00 | January 24, 2022 |

3. **Professional Development**

- 3.1. **Description of Services:** Solution Tree will provide a speaker ("Associate") to perform the professional development services described in Exhibit A.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be

developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. Professional Development: If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Nathan Wear
Assistant Superintendent
Linn-Mar Community School District

Date

Shannon R. Ritz
Vice President of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Jessica Tuttle at Jessica.Tuttle@SolutionTree.com or fax to 866.308.3135.

Exhibit A

Description of Professional Development Services

SERVICE 1: PLC at Work® Customized Workshops**Date(s):** June 17-18, 2021; August 19, 2021; January 24, 2022**Proposed Associate(s):** Cassandra Erkens**Estimated Number of Participants:** 30/300**Participant Demographics:**
Administration team/all staff**Proposed Start Time:** 8:00am**Proposed End Time:** 3:00pm**Workshop Location:** TBD**Cost of Service:** \$27,200.00
(\$6,800.00 per session)**Description of Service:**

The PLC at Work associate will work with school or district leadership to customize these sessions based on the participants' current PLC at Work reality. The sessions will focus on deepening participants' understanding of the PLC at Work processes and addressing critical next steps to further their PLC at Work implementation. Each day will build on previous trainings and strategies provided.

Sessions may be delivered virtual. Virtual sessions are up to 6-hours of support.

SERVICE 2: RTI at Work™ Customized Workshop**Date(s):** June 15, 2021**Proposed Associate(s):** Troy Gobble**Estimated Number of Participants:** 15**Participant Demographics:**
Secondary Team**Proposed Start Time:** 8:00am**Proposed End Time:** 3:00pm**Workshop Location:** TBD**Cost of Service:** \$6,500.00**Description of Service:**

The RTI at Work associate will deliver these customized workshops with a focus on how to create and lead a tiered system of support by examining the four essential elements of a successful RTI at Work model: collective responsibility, concentrated instruction, convergent assessment, and certain access. The content for the workshops will be geared to the specific needs and challenges of the audience as determined by the associate in collaboration with school and district leadership.

Sessions may be delivered virtual. Virtual sessions are up to 6-hours of support.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: NATHAN WEAR
Title: ASSOC. SUPT.
Phone: 319-447-3028
Email: NATHAN.WEAR@LINNMAR.K12.IA.US
Cell #: 319-631-8659
Fax: 319-377-9252

Who will receive and pay the invoices?

Contact: TERRI MOHLER
Title: ADMIN. ASST.
Phone: 319-447-3014
Email: TERRI.MOHLER@LINNMAR.K12.IA.US
Fax: 319-377-9252



This Memorandum of Understanding (hereinafter “MOU”) is entered into between Linn-Mar Community School District and Mental Health/Disability Services of the East Central Region (ECR).

- I. **Funding of Mental Health and Disability Services for Coronavirus Disease 2019 (COVID-19) Relief.** In recognition that ECR has received funding from the Coronavirus Relief Fund (CRF) under the CARES Act, this MOU establishes an agreement between Linn-Mar Community School District and ECR for the funding of COVID-19 related expenditures for mental health and disability services. The CARES Act and the state of Iowa’s direction requires that payments from CRF only be used to cover expenses that:
- i. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19.
 - ii. Are not accounted for in the budget approved as of March 1, 2020.
 - iii. Are incurred between March 1, 2020 and June 30, 2021.
 - iv. Are expenses that have not been reimbursed from another source.

In consideration, the following responsibilities are assumed by the participating agencies:

- a. **Linn-Mar Community School District Responsibilities.** Linn-Mar Community School District hereinafter referred to as Contractor agrees to:
- i. Submit invoices for the approved amount to claims@ecriowa.us OR by mail to 210 5th Avenue NE, Independence, Iowa 50644.
 - ii. Notify ECR by June 11, 2021 (06/11/21) if 100% of the approved funds will not be expended and return, if any, all unspent amounts, to ECR by 06/11/21.
 - iii. Submit a final invoice(s) for the remaining 50% to ECR by 06/11/21. **Any funds not requested by this date will be forfeited by requesting entity.**
 - iv. Provide information to ECR, as requested regarding the service category or population that will benefit from the award.
 - v. Keep detailed records and receipts for five years that shall be able to show how funds were expended.
 - vi. Provide the detailed records and receipts, if requested, to ECR by the end of the next business day or sooner if necessary due to an onsite or electronic ECR, state or federal audit.
 - vii. Reimburse the funds to ECR if the contractor uses the funds for a purpose that a state or federal audit identifies was not allowable.
 - viii. Correct identified deficiencies or findings by ECR staff and submit progress reports to any such corrective action plan.
 - ix. Submit a W9 form if a contract with ECR has not already been established, maintain insurance and be an independent contractor according to the terms of the MOU.
 - x. School districts shall use the funds to promote students’ social emotional learning and/or alleviate brain health issues caused or related to COVID-19 including issues related to the general mental health of the district. Goods purchased must be used to support the proposed project.
- b. **ECR Responsibilities.** ECR agrees to:
- i. Pay 50% of requested funds when the application is approved and the signed MOU is returned.
 - ii. Follow the ECR Management Plan Policies and Procedures for payment of services: Section J. Service Provider Payment Provisions (p. 27).

- II. **Termination.** This MOU will end June 30, 2021 unless terminated earlier in writing by any party for its convenience upon sixty (60) days prior written notice to the other party. The agreement is subject to

revision due to legislation, updated federal or state guidance, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.

III. **Indemnification.** Each party agrees to hold harmless all other parties (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.

IV. **Notices.** All notices related to this MOU shall be addressed as follows:

a. To: Chelle Klootwyk, Administrative Assistant to the CEO
210 Jones Street, Suite 204
Dubuque, Iowa 52001
michelle.klootwyk@dubuquecounty.us

b. To: Linn-Mar Community School District

V. **Service Definitions and Rates**

| Project Description | Units & Rate Each (if applicable) | Total Amount |
|---|--------------------------------------|--------------|
| SEL Resources, Curriculum, Supplies & Tools | Included with Application | \$74,867.86 |

OTHER TERMS:

This agreement has been executed by the parties hereto, through their duly authorized officials, and the effective date of this agreement is the 30th day of March, 2021.

ECR Chief Executive Officer:

School District:

By: *Mae Hingtgen*

By: _____

Print Name: Mae Hingtgen

Print Name: _____

Print Title: ECR Chief Executive Officer

Print Title: _____

Date: 03/30/2021

Date: _____



**Agency Confirmation of BA Social Work Field Placement &
Contractual Agreement with Agency as a Field Site**

Revised April 2020

Name of BA Student: Alexis Bowers

Administration of field instruction is in keeping with the plan outlined in the *Field Instruction Manual*. Students are required to complete 440 clock hours at the agency for which they receive 11 university credit hours. Students may choose to serve the agency for a longer time in the semester, but only with the permission of the Agency Instructor and Field Director. Students in this situation complete an additional 40 to 160 clock hours during the practicum for an additional 1 to 4 university credit hours.

In providing a field placement for the UNI student, the agency has agreed to the following:

1. All agency instructors supervising the student have viewed the complete Agency Instructor Orientation video found at www.uni.edu/csbs/socialwork under "Field Instruction".
2. Weekly supervision meetings with the social work field student.
3. Allotment of time for the Agency Instructor to complete student assessments and meet with faculty liaisons for scheduled meetings (two per placement).
4. A student is not assigned a workload as extensive or at the same level of professional independence as a staff professional. This is done to ensure the student ample time to learn and reflect on the new experiences encountered.
5. A student is not assigned agency work during the times scheduled for field placement seminars or other educational activities required through field placement.
6. The agency provides a field setting that affirms and respects diversity and difference in staff, populations served and students completing their field experience.
7. The following expectations have been reviewed with the student prior to or at the onset of placement:
 - How differences or conflicts are to be handled.
 - How variations in field placement time will be handled (for example, university breaks).
 - Method and person to contact if student is requesting time off for health or personal issues.
 - Guidelines the student should follow in relating to other staff, administration, board members, other agencies, and the community in general.
 - Thorough orientation to the policies and practices relevant to the student, to include but not limited to personnel issues, personal safety issues, guidelines for home visits, transportation requests, and specialized training needed to carry out the tasks of the field experience.

The student is accepted by the agency for field placement: Yes No

The student has been informed of the above decision regarding placement: Yes No

Beginning Date of Student Placement: August 13, 2021

Agency Comments/Clarification, if needed

Students in field placement follow the UNI academic calendar and are entitled to all scheduled university breaks. Please clearly define the time periods, other than university classes and required educational events, when the student does not plan to be in field placement (for example: university breaks, finals week, religious holidays, times agency is closed, etc.):

Signature below means that the content of this form has been thoroughly reviewed and implemented. Signature further signifies agreement to meet the criteria listed in the Field Instruction Manual while providing the student a field placement experience.

Linn-Mar Community School District 2999 North 10th Street Marion, IA 52302

Agency Name, Address and Phone

Kristi Hicks 4/1/2021
Agency Administrator or Staff Authorized to Approve Placement for Student Date

Tammy DeVries/Jacob Young, Jr 4/1/2021
Agency Instructor of Student (Providing student's supervision) Date

tamara.devries@linnmar.k12.ia.us; jacob.young@linnmar.k12.ia.us
Agency Instructor E-mail address

Agency Instructor's degree(s) and discipline of study {discipline examples: social work or psychology}:

BA or BS Discipline: Social Work

MSW or MA Discipline: _____

Ph.D. Discipline: _____

Ed.D. Discipline: Education

UNI Director of Field Instruction Date

When completed, please make a copy of this form for your records and return the original to:

Jenny Becker, Director of Field Instruction

Mail: University of Northern Iowa Social Work Department
1227 West 27th Street, Sabin Hall 241, Cedar Falls, IA 50614

Email or Scan: jennifer.becker@uni.edu

Fax: [\(319\) 273-6976](tel:(319)273-6976)



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Linn-Mar Community School District ("District"), and is effective as of the date of the signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement of 12 weeks (16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher

Candidates:

- Caring and considerate
- Affirming of diversity and cross-culturally competent
- Reflective practitioner
- Equitable and fair
- Committed to the belief that all students can learn
- Collaborative
- Technologically proficient
- Professional leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.

- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Encourage Cooperating Teachers to participate in WGU's training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU's policies, processes, procedures, and how to mentor adult learners.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.
- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

Teacher Candidate Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
 - To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
 - You must follow appropriate protocol to submit recordings to WGU.
 - You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
 - You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
 - You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
 - **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
 - **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
 - **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
 - **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
 - **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

DISTRICT

By: Stacey Ludwig Johnson

By: _____

Title: VP, Academic Operations, Teachers College

Title: _____

Date: _____

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

For notice purposes:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

Point of Contact:

Email:

Phone:

For notice purposes: