

Student Teaching/Field Experience Agreement 2022-23

This agreement is entered into by and between Cornell College and Linn Mar Community School District, hereinafter referred to as the local school district.

This agreement is entered into as a result of the requirement outlined in Iowa State Department of Education Standard CU-7 and in accordance with Sections 272.27 and 670.8 of the **Code of Iowa**.

This agreement sets forth the general procedures and responsibilities of both Cornell College and the local school district concerning the assignment and termination of student teachers and field experience students, the supervision and evaluation of student teachers and field experience students, the legal status of student teachers and field experience students, and compensation for cooperating local school districts.

1.0 Assignment of Student Teachers and Field Experience Students.

1.1 The assignment of all field experience students including student teachers shall be made on a cooperative basis involving the Cornell Department of Education and administrators and teachers from the cooperating local school district.

1.2 Placement of all field experience students including student teachers will be with appropriately licensed and practicing teachers. The local school district assures Cornell College the cooperating teachers are licensed in the endorsement area(s) the student teacher is seeking. The local district reserves the right to refuse placement of any given student and Cornell reserves the right to decline the services of any given cooperating teacher. However, such decisions shall not be based on race, creed, color, gender, national origin, religion, disability, sexual orientation, or veteran status.

1.3 After initial assignment of all field experience students including student teachers, either the local cooperating school district or Cornell College may terminate an assignment. Both parties agree to consult each other regarding the consideration of termination before a final decision is made.

2.0 Supervision and Evaluation of Student Teachers and Field Experience Students.

2.1 Members of the Cornell faculty and experienced adjunct supervisors will serve as college supervisors for all Cornell student teachers and field experience students. The college supervisor and the local cooperating teacher will work in concert to arrange school visits by the Cornell faculty and to compose a midterm and final evaluation for student teachers. At the end of the field experience an evaluation of the student's performance will be completed by the cooperating teacher.

- 2.2 Cornell College will provide a standardized evaluation procedure and an instrument for all parties to follow when evaluating students.
- 2.3 Cornell College will hold an annual workshop for cooperating teachers explaining the college's teacher education program and the role of the cooperating teacher and supervising professor.
- 2.4 Student teachers and field experience students shall be subject to all local school district policies, the rules of Cornell College, and the laws of the state of Iowa.

3.0 Status and Authority of Student Teachers and Other Field Experience Students.

3.1 According to Section 272.27 of the **Code of Iowa**: "Students actually teaching in a school district under the terms of such a contract (meaning one of this type) are entitled to the same protection, under section 670.8, as is afforded by that section to officers and employees of the school district, during the time they are so assigned."

4.0 Compensation for Local Cooperating School Districts.

- 4.1 Cornell College agrees to pay to the local district or to the person(s) designated by the local school district the sum of \$90.00 per Cornell Term (20 days) (\$270 for three terms) for each student teacher assigned to and accepted by said local school district.
- 4.2 There will be no compensation paid for students assigned as field experience students.


Linn Mar Community School District

Dated _____

By _____

President of the Board of Education

Dated 2/15/2022

Cornell College

 By _____

Provost, Vice President for Academic & Student Affairs



1330 Elmhurst Drive NE
Cedar Rapids, Iowa 52402-4797
319-363-8213 | 800-248-4504

www.mtmercy.edu

AGREEMENT FOR COOPERATION IN A STUDENT TEACHING OR FIELD EXPERIENCE PROGRAM

This agreement entered into by and between MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, and LINN-MAR COMMUNITY SCHOOL DISTRICT defines the mutual consideration of the parties for the MOUNT MERCY UNIVERSITY Student Teaching or Field Experience program for the **2022-2023** school year.

1.0 Scope of Agreement

- 1.1 This agreement shall set forth the procedures for possible placement of students for student teaching or field experience, any termination or change of assignment, supervision, the status and authority of students.

2.0 Placement of Student Teaching or Field Experience Students

- 2.1 The placement of students shall be accomplished on a cooperative basis involving MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA and LINN-MAR COMMUNITY SCHOOL DISTRICT.
- 2.2 Placement shall be initiated by the Chairperson, Department of Education, through application from each student, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 The university reserves the right to decline the services of any given cooperating teacher.
- 2.4 LINN-MAR COMMUNITY SCHOOL DISTRICT reserves the right to refuse placement of any given student.

3.0 Termination or Change of Assignment

- 3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 Supervision of the Student

- 4.1 Members of the university faculty will serve as supervisors of the students for the student teaching or field experience program, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student shall be subject to the rules and regulations of the cooperating school system and to those established by the Chairperson, Department of Education, as well as the Code of Ethics of the profession.

5.0 Status and Authority of Students

5.1 Students shall have status and authority in accordance with Section 272.27, Code of Iowa.

5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 670.8, Code of Iowa, as is afforded by said section to officers and employees of the LINN-MAR COMMUNITY SCHOOL DISTRICT, during the time they are so assigned.

6.0 Standard Student Teaching or Field Experience Assignment to the LINN-MAR COMMUNITY SCHOOL DISTRICT.

6.1 The **standard student teaching assignment** shall be eight weeks of consecutive full days, excepting trimester registration week in the high school. Students may be assigned for one or two eight-week blocks of full day student teaching upon mutual agreement of the university and LINN-MAR COMMUNITY SCHOOL DISTRICT.

6.2 The **standard field experience assignment** shall be for approximately eleven weeks (20-70 hours). Students will arrange hours with their cooperating teacher.

6.3 MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, agrees to compensate the cooperating teacher(s) from LINN-MAR COMMUNITY SCHOOL DISTRICT in the amount of \$165 for the **standard student teaching assignment** of eight weeks of consecutive full days. **This applies to student teaching assignments only, not field experience assignments.**

6.4 Payment will be made at the termination of the student teaching period.

EXECUTED

MOUNT MERCY UNIVERSITY

LINN-MAR COMMUNITY SCHOOL DISTRICT



Associate Provost

Superintendent



Chairperson, Department of Education

President, Board of Education

2/18/2022

Date

Date

COOPERATIVE AGREEMENT
by and between
UNIVERSITY OF NORTHERN IOWA and COOPERATING EDUCATIONAL AGENCIES
for the 2022-2023 Academic Year

This agreement entered into by and between the Board of Regents, State of Iowa, the governing body of the University of Northern Iowa, and Linn-Mar Community School District (hereinafter referred to as the "cooperating educational agency"), in accordance with the Code of Iowa:

Section 262.30 CONTRACTS FOR PRACTITIONER PREPARATION provides:

The board of directors of any school district in the state of Iowa may enter into contract with the state board of regents for furnishing instruction to pupils of such school district, and for practitioner preparation for the schools of the state in such particular lines of demonstration and instruction as are deemed necessary for the efficiency of the University of Northern Iowa ... as training schools for practitioners.

AND see also **Section 256.16(1)(m)**.

1. Scope of Agreement

- 1.1 This Agreement sets forth the roles, responsibilities, and rights of personnel associated with the cooperating educational agency, personnel associated with the University of Northern Iowa and of any student enrolled at the university, while assigned as a student teacher or for any other educational experience in the cooperating educational agency.

2. Options of Student Teachers and other Educational Experience Students

- 2.1 Students must be registered for the appropriate university course. Student teaching is a full semester experience. (Students seeking additional endorsement may register for four (4) hours of credit.) The student teaching period will be a minimum of 14 weeks in duration.

3. Placement of Students

- 3.1 Placement of students shall be accomplished on a cooperative basis between the University of Northern Iowa and the cooperating educational agency.
- 3.2 Placement shall be initiated by the university coordinator (hereinafter referred to as coordinator) upon completion of an application from each student setting out the student's qualifications/background and the assignment(s) needed to meet course requirements, certification, endorsement, and approval area standards.
- 3.3 Requests for assignment of students may be accompanied by suggested names of individuals who are recommended to serve as a cooperating teacher/educational agency supervisor by the coordinator.
- 3.4 The University of Northern Iowa reserves the right to decline the assignment of a student to classroom teachers/educational agency supervisors who may request a student. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, gender identity, sexual orientation, veteran or military status or on any other basis protected by state and/or federal law.
- 3.5 The cooperating educational agency reserves the right to refuse assignment to any given student. However, said decision shall not be based on race, creed, color, sex, national origin, disability, age, religion, gender identity, sexual orientation, veteran or military status or on any other basis protected by state and/or federal law.

4. Termination or Change of Assignment

- 4.1 The coordinator or cooperating educational agency may, for good cause, terminate or change the assignment of any student. Prior to reaching a decision the coordinator and the cooperating educational agency designee shall consult with the cooperating teacher/educational agency supervisor and all other concerned parties regarding the reason(s) for termination or change in assignment.

5. Supervision of Students

- 5.1 A member of the university faculty, or designee, will serve as the coordinator or supervisor of the student teaching program or educational experiences for the purpose of administering the program and supervising/evaluating the students in cooperation with the cooperating teachers/educational agency supervisors who guide and direct the students.
- 5.2 The identification, selection and continued use of qualified cooperating teachers/educational agency supervisors shall be the joint responsibility of the coordinator and the administrators of the cooperating educational agencies.
- 5.3 The students shall be subject to the policies, rules and regulations of the cooperating educational agency, UNI Office of Student Field Experiences, University of Northern Iowa and the Professional Code of Ethics.

(over)

5.4 All interaction between the cooperating teacher/educational agency supervisor or nonpublic cooperating educational agency and the student shall occur without regard to religious education, religious indoctrination, religious beliefs, or involvement with religious activities. Students shall not be present or participate in the instruction or discussion of religious subjects or any other religious activity of the cooperating educational agency.

6. Evaluation

- 6.1 Evaluation of the students shall be a shared responsibility. The coordinator or supervisor, the cooperating teacher/educational agency supervisor, the student, and others knowledgeable about the performance of the student shall be involved. Evaluation is comprehensive, continuous, specific, and individualized. The evaluation in the nonpublic educational agency shall be based on non-religious criteria.
- 6.2 Mid-term and final evaluation conferences are required of student teachers. The student teacher, cooperating teacher, and coordinator or supervisor shall participate. The cooperating teacher(s) and coordinator or supervisor shall collaborate in the preparation of the final evaluation for each student. However, the coordinator, as the designated UNI official, is responsible for the final evaluation.

7. Status, Authority, and Tort Liability Protection of Students

- 7.1 Students shall have status and authority in accordance with section 256.16 Code of Iowa.
- 7.2 Students actually engaged under the terms of this contract in a public school shall be entitled to the same tort liability protection under the provisions of section 670.8 Code of Iowa, as is afforded by said section to officers and employees of the school district/agency during the time they are so assigned.
- 7.3 Students actually engaged under the terms of this contract in a non-public school shall be named as additional insured under the liability insurance coverage of the cooperating nonpublic school during the time they are so assigned. The cooperating nonpublic school shall provide a certificate of insurance to the University of Northern Iowa as evidence of such coverage prior to the beginning of the student teacher's activities pursuant to this agreement.

8. Substitute Teaching

- 8.1 Students shall not be used as substitute teachers.

9. Compensation to Cooperating Teachers for Work with Student Teachers

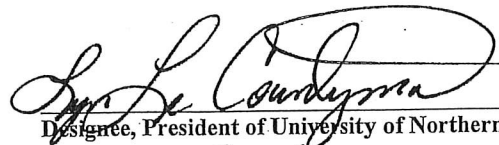
- 9.1 The University of Northern Iowa agrees to pay compensation to the cooperating teacher (262.75 Code of Iowa) in the amount of four-hundred dollars (\$400) per student teacher assigned who completes the full semester student teaching period. Assignment of less than a full semester will be compensated on a prorated basis for a cooperating teacher's work with a student teacher.
- 9.2 For student teacher placements, cooperating educational agencies agree to provide a listing of the cooperating teachers assigned in their district and to forward social security numbers when direct payment is made to cooperating teachers OR allow the University of Northern Iowa to request from the individual cooperating teachers their social security number and home address for direct payment to cooperating teachers.

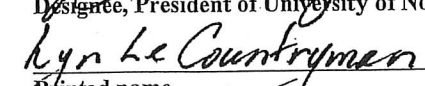
APPROVED

Designee, Cooperating Educational Agency

Printed name

Date: _____



Designate, President of University of Northern Iowa


Printed name
Date: 2/3/2022

Distribution of copies: Cooperating Educational Agency
 Office of the President's Designee



**LINN-MAR COMMUNITY SCHOOL DISTRICT
AGREEMENT BETWEEN DISTRICT AND CONTRACTOR**

WHEREAS the Linn-Mar Community School District (the District) and **Pinnacle Plumbing & Mechanical** hereinafter referred to as CONTRACTOR desire to enter into an AGREEMENT as described herein, it is agreed for mutual consideration as follows:

- A. CONTRACTOR agrees to perform all the Work required by the Contract Documents for:
- PROJECT NAME: **Linn-Mar Indian Creek Boiler Replacement Project 2022**
- PROJECT DESCRIPTION: For Boiler Replacement at the Linn-Mar Indian Creek Elementary.
- B. The Contract Documents consist of this Agreement, the Conditions of Contract, Drawings, Specifications, all Addenda issued prior to execution of this Agreement, all Modifications issued after execution of this Agreement and those additional documents not previously mentioned but listed in Section J. of this Contract and are fully a part of this Contract as if attached to the Agreement or repeated herein.
- C. The Work to be performed under this Contract shall begin as soon as this contract is executed, and, subject to adjustments mutually agreed between CONTRACTOR and DISTRICT, Substantial Completion shall be in effected no later than August 5, 2022, with final completion no later than ninety (90) days after substantial completion.
- D. The parties hereto expressly stipulate and agree that time is of the essence of this contract. If the work is not substantially and/or finally completed within the timelines stipulated above, or within such extensions of time as may be granted in accordance with the General Conditions, it is understood and agreed that the CONTRACTOR shall reimburse the DISTRICT for any extra engineering or architectural services, inspection costs or other reasonable DISTRICT costs and/or expenses necessitated by the continuance of the work beyond the deadlines outlined above. It is hereby agreed that such extra costs charged to the CONTRACTOR in no way to constitute a penalty, but said costs represent additional expense to the DISTRICT caused by the delayed completion of the work by the CONTRACTOR. Such additional expense shall be deducted from the monies due the CONTRACTOR at the time of final payment, recognizing any extensions of time granted by the DISTRICT herein provided.
- E. Subject to additions and/or deductions by Change Order as provided in the Contract Documents, the Contract Sum of Twenty-Nine Thousand Nine Hundred Eighty-Five (\$29,985.00) dollars shall be paid, to be determined as follows: Base bid at Linn-Mar Indian Creek Elementary, \$29,985
- F. Payment to the CONTRACTOR shall be made by the DISTRICT from cash-on-hand



from such sources as may be legally available. Such payment shall be made to the CONTRACTOR based on monthly estimates in amounts equal to ninety five percent (95%) of the contract value of the work completed, including materials and equipment delivered to the job during the preceding calendar month and shall be based upon the Application for Payment and the Partial Lien/573 Waivers prepared by the CONTRACTOR. The Application for Payment 1 copy and the partial Lien/573 Waivers (1 copy) shall be filed with the DISTRICT on the last day of the month. The Manager of Buildings and Grounds and the Construction Supervisor shall evaluate whether or not the Work has progressed to the point indicated; and whether the quality of the Work is in accord with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated on the Certificate for Payment); and that the CONTRACTOR is entitled to payment in the amount authorized. If, in the opinion of the Manager of Buildings and Grounds or Construction Supervisor, the Work meets the stipulations contained herein, a Certificate for Payment will be issued and forwarded to the Director of Finance for approval by the Board of Directors in as timely a manner as possible. Such monthly payments shall, in no way, be construed as an act of acceptance for any part of the Work partially or totally completed.

- G. The rate of interest to be paid on payments due and unpaid after forty-five (45) days under the Contract Documents shall be the rate established by rule at Iowa Code § 74A.2.
- H. Final payment will be ninety five percent (95%) of the total contract amount upon final completion and approval of the Board. Balance shall be paid not earlier than thirty-one (31) days after approval by the Board of Directors of the DISTRICT in accordance with Iowa Code Chapters 26 and 573. The CONTRACTOR shall submit, with its final payment, a final waiver of lien/573 claim, on forms approved by the DISTRICT, covering all work performed by CONTRACTOR. The forms shall show an amount corresponding to the final amount of the contract.
- I. Terms used in the Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- J. The Contract Documents, which constitute the entire agreement between the DISTRICT and CONTRACTOR, are listed in both section B and herein in section J, except for Modifications issued after execution of this Agreement. The Contract Documents are listed as follows: (check all applicable)

- Bid Form
- Bid Bond
- Agreement between District and Contractor
- Performance and Payment Bond



- Certificate of Insurance and Insurance Policies
- General and Supplementary Conditions (if any)
- Plans
- Technical Specifications

K. MISCELLANEOUS.

1. Assignment. The CONTRACTOR shall not assign all of these rights or obligations under this Agreement without the express written consent of the DISTRICT. Upon any assignment, even though consented to by the DISTRICT, the CONTRACTOR shall remain liable for the performance of the Work under this Agreement.
2. Partial Invalidity. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.
3. Waiver. No waiver of any breach of any one of the agreements, terms conditions or covenants of this Agreement by the DISTRICT shall be deemed or imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of the DISTRICT to insist on strict performance of any agreement, term, condition, or covenant, herein set forth, shall not constitute, or be construed as a waiver of the DISTRICT'S rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the CONTRACTOR to forego or subvert or otherwise disregard any other agreement, term, condition, or covenant of this Agreement.
4. Entire Agreement. The within Agreement, together with the Contract Documents constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.
5. Counterparts. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.
6. Governing Law. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Linn County, State of Iowa. This transaction shall be governed by the laws of the state of Iowa.
7. Notices. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.



If to Owner: Buildings and Grounds Manager
Linn-Mar Community School District
490 62nd Street
Marion, IA 52302

If to CONTRACTOR: to the individual at the address set forth in the signature block below.

Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

8. Bonds. The CONTRACTOR shall furnish both a performance bond and a payment bond in the full amount of the contract and shall pay the premium thereon. The performance bond shall guarantee the full performance of the contract.

This AGREEMENT entered into this 4th day of March 2022.

DISTRICT: Linn-Mar Community
School District, County of Linn, State
of Iowa

President, Board of Directors Signature

Secretary, Board of Directors Signature

PINNACLE PLUMBING HOLDINGS
Company Name LLC

BART GLOWACKI
Signature

BART GLOWACKI
Print Name