

COOPERATIVE AGREEMENT
by and between

IOWA STATE UNIVERSITY AND _____

This Cooperative Agreement (“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 _____ (“Clinical Placement Site”).

WHEREAS, University seeks to provide students of 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 at Clinical Placement Site.

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

1.0 Rights and Responsibilities of University.

1.1 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 University and Clinical Placement Site including jointly defined qualifications for Students entering the clinical experience. University will provide advance information to Clinical Placement Site concerning the names of Students and dates for the clinical experiences to allow Clinical Placement Site time and opportunity to prepare for the Students.

1.3 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 7.

1.4 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, 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 Clinical Placement Site written notification of such termination or change.

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

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

1.7 University will provide reasonable opportunities for the staff of 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 University.

1.8 University will maintain communication and cooperation with 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.

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

1.10 University will ensure that all Students placed in 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 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 Clinical Placement Site and its cooperating teachers and staff will maintain communication and cooperation with University to assure implementation of the goals and objectives of the clinical learning experiences contemplated by this Agreement.

2.3 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 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 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 7.

2.6 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 Clinical Placement Site regarding Students' experiences.

2.7 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 Clinical Placement Site and/or its employees/agents.

2.8 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 Clinical Placement Site will provide appropriate supervision of Students. 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 Clinical Placement Site.

2.10 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. Clinical Placement Site understands that Students' information related to their placement at the site constitutes protected education records. Clinical Placement Site agrees to keep education records of Students confidential as required by FERPA. Clinical Placement Site agrees to immediately notify University in the event of an unintentional disclosure of protected education records.

3.0 Liability.

3.1 Clinical Placement Site agrees to indemnify and hold harmless University, the Board of Regents 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 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 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.

3.2 To the extent permitted by Chapter 669 of the Iowa Code and other applicable law, University agrees to indemnify and hold harmless 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 this Agreement.

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 Clinical Placement Site shall do so for its officers, agents, and employees, as provided under the Code of Iowa, Sections 256.16 and 670.8 (Tort Liability of Governmental Subdivisions Act) . Non-public schools are not covered under the Tort Liability of Governmental Subdivisions Act.

3.3.2. University will encourage all Students participating in clinical experiences to obtain professional liability insurance. University will require Students participating in clinical experiences at non-public schools and at schools outside the State of Iowa to obtain professional liability insurance.

4.0 Financial.

4.1 Cooperating Teachers Supervising Clinical Experiences- Student Teaching and Pre-Student Teaching.

4.1.1 University shall pay a stipend to a cooperating teacher who satisfactorily serves as a cooperating teacher for a Student teacher for the full duration of a student teacher's clinical experience. University will pay the cooperating teacher at the then current stipend rate established by 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 clinical experience for any reason, the cooperating teacher's stipend will be prorated in University's sole discretion.

4.1.3 Upon completion of the student teaching assignments, University will pay the stipend within a reasonable time after receipt of written evidence from Clinical Placement Site that a cooperating teacher/staff member has satisfactorily served as a cooperating teacher/staff member for a Student. University agrees to pay the stipend in accordance with Clinical Placement Site's policies and procedures. 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, including social security numbers and citizenship verification, when direct payment is made to cooperating teachers/staff members.

4.2 Other Experiences. No stipend or other payment will be provided to Clinical Placement Site or any cooperating staff member for any clinical experience other than those specifically provided for in this Agreement.

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.

4.3.2 If the student teacher agrees, the school may choose to have a student teacher who has received a Substitute Authorization from the Iowa Board of Educational Examiners serve as a substitute teacher. Based on requirements from the Iowa Department of Education: (i) student teachers may only serve as substitute teachers in the classroom of their cooperating teacher; (ii) the student teacher must have met University identified performance requirements; (iii) the length of substitute teaching may not exceed 5 days for a half-semester placement or 10 days for a full semester placement, with no more than 5 consecutive days of substitute teaching; and (iv) if the teacher candidate is serving as a substitute teacher, they are not considered a student teacher during these days, the days are not counted as part of the student teaching requirements, and the teacher candidate must be compensated by Clinical Placement Site as a substitute teacher.

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, but the term shall automatically renew for a successive one (1) year term, unless either party provides written notice of non-renewal at least one hundred twenty (120) days prior to the end of the term, or unless this Agreement is terminated under provision 5.2 Term, Revisions and Termination.

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 this Agreement will not alter the responsibility of the parties to carry out the terms of this Agreement with respect to any Students who are on-site at Clinical Placement Site at the time notice of termination is provided.

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

Name _____ Email/Phone _____

Name _____ Email/Phone _____

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

Field Experience Coordinator Team – isucoordinators@iastate.edu

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

6.0 **Status of Parties.** University and Clinical Placement Site are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties. Each party's employees providing services in connection with the clinical experience shall remain the employees of the party and are not the employees or agents of the other party and are not entitled to any wages or benefits from the other party.

7.0 **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.

8.0 **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 in connection with this Agreement.

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

10.0 **Counterparts; Authorization.** This Agreement may be executed in any number of counterparts and delivered by electronic transmission in PDF format. The parties also consent to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (e.g., DocuSign, Adobe Sign). Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so.

Signature page follows on next page

SIGNATURE PAGE

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CLINICAL PLACEMENT SITE:

UNIVERSITY:

By _____

By _____

Printed Name _____

Printed Name Dr. Lawrence R Bice

Its _____

Its Director, Educator Preparation Programs

Date _____

Date _____

By _____

By _____

Printed Name _____

Printed Name Dr. Laura Jolly

Its _____

Its Dean, College of Human Sciences

Date _____

Date _____