

STUDENT TEACHING AND PRACTICUM AGREEMENT

This Student Teaching and Practicum Agreement (the "Agreement"), dated as of Aug 7/2025 and is between Burn Vista University ("Institution"), and Dallas Center-Grimes Community School District ("School District").

The parties agree as follows:

Article I. SCOPE OF SERVICES

Section 1.01. Performance. Students ("Students") from the Institution shall participate in a student teaching assignment and/or perform duties with Cooperating Teachers ("Teacher") in the School District.

Section 1.02. Scope of Agreement. This Agreement establishes procedures for the placement, assignment, termination, change of assignment, supervision, evaluation, and status and authority of Students participating in this Agreement.

Article II. PLACEMENT

Section 2.01. Placement. Placement of the Students shall be mutually agreed upon by both the Institution and School District.

Section 2.02. Placement Initiation. Placement shall be initiated by the appropriate Institution personnel by communication with the appropriately designated School District personnel.

Section 2.03. List of Students. The Institution shall present to School District a list of Students showing the grade level, subjects preferred, and other relevant information before assignments are made.

Section 2.04. Refusal of Placement by Institution. The Institution may refuse the services of any Teacher, but such refusal shall not be based on age, race, religion, creed, color, sex, national origin, disability, veteran status, sexual orientation, gender identity or any other basis or class protected by applicable law.

Section 2.05. Refusal of Placement by School District. The School District may refuse placement of any Student, but such refusal shall not be based on age, race, religion, creed, color, sex, national origin, disability, veteran status, sexual orientation, gender identity or any other basis or class protected by applicable law.

Article III. INSTITUTION RESPONSIBILITIES

Section 3.01. Educational Objectives. Institution shall retain ultimate responsibility for the education of its Students. Institution shall provide the basic preparation of the Students through classroom instruction and practice and shall provide the educational direction for the Placement. Institution shall designate a faculty or staff member as a liaison to the Facility to provide consultation regarding Students placements, supervision, and periodic review of Students progress toward meeting the Institution's educational objectives.

Section 3.02. Compliance. Institution shall inform Students that, while participating in the Placement at School District, they will be under the jurisdiction of School District officials for training purposes

and will follow School District policies, rules, and regulations to the extent that such relate directly to education and training in the Placement.

Section 3.03. Confidentiality of Student Records. Institution will instruct all Students with regard to the confidentiality of student education records and other confidential information obtained through participation in the Placement, and with regard to the responsibility and authority of School District administration and staff over student supervision.

Section 3.04. Insurance. Institution will carry liability insurance in the amount of at least \$1,000,000 each claim and \$3,000,000 aggregate relating to acts or omissions of the Institution or any Students thereof participating in this Placement. Institution shall maintain documentation of adequate insurance coverage for the Institution and provide such documentation upon request by School District.

Article IV. ASSIGNMENT

Section 4.01. Assignment of Student. The School District shall assign only one Student to a Teacher, unless other arrangements are mutually agreed upon by Institution and School District.

Section 4.02. Student's Schedule. The Student shall be on duty each regularly scheduled school day for the length of time that is required of the Teacher unless other arrangements are mutually agreed upon by Institution and School District. The Student shall follow the schedule of the School District, not the Institution's schedule.

Section 4.03. Included in Assignment. An assignment consists of, but is not limited to: recess duty, conference periods, homeroom, activity periods, preparation periods, professional development, and all other duties performed during the regular school day, including, but not limited to correcting papers, preparing lesson plans, and special projects.

Section 4.04. Term of Assignment. The Student's assignment shall be completed during one quarter or semester unless an extension is necessary due to a reason beyond the control of the parties.

Section 4.05. First Day. The Student shall report directly to the Principal's office the first day of the assignment.

Section 4.06. Pre-service and in-service workshops. Students will be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

Article V. DURATION, TERMINATION, AND CHANGE OF ASSIGNMENT

Section 5.01. Beginning of Agreement. This Agreement begins on 8/25/25 and terminates 6/30/28.

Section 5.02. Termination or Change of Assignment. The Institution or the School District may terminate or change assignment of any Student at any time for any reason. Each party shall notify the other party in writing of its action as soon as practicable.

Article VI. SUPERVISION AND EVALUATION OF STUDENT TEACHERS

Section 6.01. Supervisor. The Institution shall designate an appropriate person who will serve as supervisor of the Student, in cooperation with the Teacher.

Section 6.02. Student Orientation. The School District shall schedule a Student orientation meeting before the beginning of the assignment.

Section 6.03. Compliance. The Student shall comply with all policies, rules, and regulations of the School District and the Code of Ethics of the profession.

Section 6.04. Record of Attendance. Each Teacher shall keep an accurate record of the Student's attendance.

Section 6.05. Absences. The Student shall notify the Teacher of planned absences, at least two weeks prior to the absence, or a minimum of 24 hours advance notice, where practicable, in the event of an emergency.

Section 6.06. Notification of Absence. The School District shall notify the Institution if a Student is absent without notification to the Teacher.

Section 6.07. Evaluation of Student. The appropriate personnel of the Institution, the Teacher, and the Student shall be involved in the evaluation process. Others from the Institution or School District who are knowledgeable about the performance of the Student may be involved in the evaluation process.

Section 6.07. Final Evaluation. The Institution shall complete the final evaluation for the Student.

Section 6.08. Video Recording for Evaluations. Institution may video record the Students teaching in classrooms for grading and evaluation purposes. The video recording shall not be used for any personal or professional purposes outside of the evaluation. Institution shall not videotape School District students unless the appropriate permission is obtained from either a Student's parents/guardians or an appropriate Eligible Student (one who is 18 or older) who appear in the video recording. Once the evaluation is complete, Institution shall destroy the video recording.

Section 6.09. Background Checks. The Institution shall ensure that criminal background checks, child and dependent adult abuse and sexual registry background checks are conducted on Students prior to allowing Students to perform services in the School District under this Agreement. The Institution shall only allow Students to perform services in the School District if the results of such checks are consistent with the State of Iowa requirements to obtain a teaching license under Iowa law. The Institution and the School District agree to cooperate with each other in the investigation of any allegation of physical or sexual abuse by any Student. Proof of the completed background check shall be provided to the District prior to placement. The School District, in its sole discretion, may deem any Student ineligible to participate in the placement due to the Student's background check results.

Article VII. STATUS AND AUTHORITY OF STUDENT TEACHERS

Section 7.01. Student Teaching Status and Authority. Students shall have status and authority in accordance with Iowa Code § 256.16.

Section 7.02. Student Classification. Students shall be considered unpaid “employees” pursuant to Iowa Code § 670.2 (2024) and therefore are protected from individual liability for acts or omissions occurring within the scope of their assignment, except for acts or omissions which involve intentional misconduct, knowing violation of the law, or for a transaction from which the person derives an improper personal benefit.

Article VIII. GENERAL PROVISIONS

Section 8.01. Non-Discrimination. Institution and School District agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Institution and School District shall not engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment)

Section 8.02. Non-Exclusivity. This Agreement is nonexclusive. Each party may participate in other student teaching or practical/clinical experience programs.

Section 8.03. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 8.04 Choice of Law. This Agreement is deemed to have been executed in the State of Iowa. As such, all rights and liabilities of the parties will be governed by the laws of the State of Iowa.

Section 8.05. Forum Selection. Any action relating to this Agreement shall only be commenced in the Iowa District Court in Polk County, or in the United States District Court for the Southern District of Iowa.

Section 8.06. Notice. Any notice required or permitted by this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid, and addressed to the party as detailed below;

a) **Notice to Institution.** Notice to Institution must be sent to:
Add Contact and address information

b) **Notice to School District.** Notice to the School District must be sent to:
Dallas Center-Grimes Community School District
Attn: Shana Olson, Director of Teaching & Learning
2405 W 1st St.
PO Box 680
Grimes, IA 50111
(515) 992-3866

Section 8.07. Amendments. Institution and the School District may amend this Agreement only in the form of a written amendment to be signed by a representative from each party.

Section 8.08. Entire Agreement. This Agreement is the final and exclusive agreement between Institution and the School District and this Agreement supersedes all prior agreements and representatives, written or oral, concerning this subject matter.

Section 8.09. Captions. The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect.

Section 8.10. Severability. If any provision of this Agreement shall be held invalid under any applicable statute or regulation or by a decision of a court of competent jurisdiction, this invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions are severable.

Section 8.11. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 8.12. Enforcement and Waiver. Each party has the right at all times to enforce the provisions of this Agreement in strict accordance with the terms, notwithstanding any conduct or custom on the part of such party in restraining from so doing at any time or times. The failure to enforce its rights under those provisions, strictly in accordance with the same, is not construed as having created a custom in any way or manner contrary to the specific provisions of this Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the respective parties are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

Section 8.13. Compliance with Laws, Rules, and Regulations. Anything in this Agreement to the contrary notwithstanding, School District, Institution and Students shall each refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

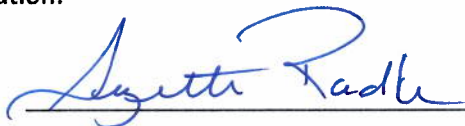
Section 8.14. Defined Terms. When a word or phrase is enclosed in parentheses and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

Section 8.15. Indemnification. To the extent authorized by law, Institution and the School District shall, at their expense, indemnify and hold each other (including its officers, directors, shareholders, employees, and agents) harmless, from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other cost, including reasonable attorney's fees, which may arise from this Agreement, as a result of a breach of this Agreement, or because of the negligent acts or omissions of the indemnifying party under this Agreement.

[signatures on the following page]

In order to evidence their agreement to the terms of this Agreement, the parties have executed and delivered this Agreement on the date set forth below.

Institution:


Signature

VP for Finance + Administration
Title

8/7/25
Date

Dallas Center-Grimes Community School District:

Board President

Date