

STUDENT TEACHING AND COOPERATIVE AGREEMENT

Article I. PARTIES

This Student Teaching and Practicum Agreement, dated as of August 1, 2025 between **Wartburg College**, and **Dallas Center-Grimes Community School District**.

Institution offers educational programs requiring its students to complete supervised teaching practicums, student teaching assignments or other educational experiences as part of their training and preparation for professional careers in education. The School District agrees to provide suitable facilities and supervision to enable students from the Institution to complete their practicum, student teaching, or educational assignments.

Now, therefore, the parties agree as follows:

Article II. SCOPE OF SERVICES

Section 2.01. Performance. Students from the Institution shall participate in an educational experience and/or perform duties under the supervision of Cooperating Teachers (the “Teacher”) in the School District. Such participation shall be conducted in accordance with the terms and conditions of this Agreement.

Section 2.02. Scope of Agreement. This Agreement establishes procedures, roles, and responsibilities to the placement, assignment, termination, change of assignment, supervision, evaluation, and legal status and authority of Students while engaged in activities at the School District.

Section 2.03. Designation of School Official. For the purposes of FERPA, the Institution designates the School District as a school official with a legitimate educational interest in the Student’s education records to the extent necessary for the School District to carry out its obligations under this Agreement.

Article III. RESPONSIBILITIES

Section 3.01. School District Responsibilities. The School District shall be responsible for the following:

- a. Providing educational assignments or practicum placements for Students.
- b. Assigning School District personnel to supervise and mentor the Students during placement.
- c. Allowing Students access to School District facilities and resources necessary during the placement.
- d. Collaborating with Institution to provide feedback and evaluations to Students.
- e. Complying with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232(g) and 34 CFR Part 99, by keeping education records of Students confidential and limiting access to education records only to those employees and agents who have a legitimate need to know for purposes consistent with this Agreement

Section 3.02 Institution Responsibilities. The Institution shall be responsible for the following:

- a. Determining eligibility of Students to participate in teaching assignments or practicums.
- b. Selecting and assigning qualified Students to the School District for teaching assignments or practicum placements.
- c. Providing orientation and preparation to Students before their placement.
- d. Designating an Institution supervisor to coordinate with the School District and provide ongoing support to the Students.
- e. Planning and conducting the educational program for the Students' experiences in consultation with School District.
- f. Collecting, reviewing, and maintaining all documentation and evaluations related to the educational assignments and experiences.

Article IV. PLACEMENT

Section 4.01. Placement. The placement process shall be initiated by authorized personnel from the Institution, who will coordinate with the designated representative of the School District. Placement of the Students shall be accomplished on a cooperative basis involving both the Institution and School District with mutual agreement on placement decisions.

Section 4.02. List of Students. Prior to the commencement of assignments, the Institution shall provide the School District with a written list of Students, including preferred grade levels, subject areas, and other relevant information necessary for the appropriate placement.

Section 4.03. Refusal of Placement by Institution. The Institution reserves the right to decline placement with any Teacher. However, such refusal shall not be based on age, race, religion, creed, color, sex, national origin, disability, veteran status, sexual orientation, or any other basis protected by applicable law.

Section 4.04. Refusal of Placement by School District. The School District reserves the right to decline placement of any Student. Such refusal shall not be based on age, race, religion, creed, color, sex, national origin, disability, veteran status, sexual orientation, or any other basis protected by applicable law.

Article V. ASSIGNMENT

Section 5.01. Assignment of Student. The School District shall generally assign no more than one Student per Teacher unless mutually agreed upon by the Institution and the School District. The Student shall not be expected to assume a teaching workload or level of independence equivalent to that of a fully licensed Teacher.

Section 5.02. Student's Schedule. The Student shall report for duty on each regularly scheduled school day and adhere to the same workday schedule as the assigned Teacher, unless otherwise agreed to in writing by both the Institution and the School District. The Student shall follow the School District's calendar and not that of the Institution.

Section 5.03. Included in Assignment. The Student's responsibilities may include, but are not limited to: recess supervision, conference periods, homeroom, activity periods, lesson preparation, professional development, and other duties consistent with the daily responsibilities of certified instructional staff.

Section 5.04. Term of Assignment. The standard duration of the Student's assignment shall be one academic quarter or semester, unless extended by mutual consent due to extenuating circumstances beyond the control of the parties.

Section 5.05. First Day. The Student shall report directly to the Principal's office or other designated location as communicate on the first day of the assignment.

Section 5.06. Pre-service and in-service workshops. Students will be invited to participate in all School District pre-service and in-service workshops conducted during the time of their assignment.

Article VI. DURATION, TERMINATION, AND CHANGE OF ASSIGNMENT

Section 6.01. Beginning of Agreement. This Agreement shall commence on August 1, 2025 and terminates on July 31, 2028, unless earlier terminated as described herein.

Section 6.02. Termination or Change of Assignment. Either the Institution or the School District may terminate or modify a Student's assignment at any time and for any reason. Written or verbal notice of such action shall be provided to the other party as soon as practicable.

Article VII. SUPERVISION AND EVALUATION OF STUDENT TEACHERS AND PRACTICING INTERNS

Section 7.01. Supervisor. The Institution shall designate a qualified supervisor who shall coordinate with the Teacher and the School District to monitor the Student's performance, provide feedback, and administer any academic requirements related to the placement.

Section 7.02. Student Orientation. The School District shall schedule a Student orientation meeting before the beginning of the assignment.

Section 7.03. Compliance. The Student shall comply with all policies, rules, and regulations of the School District, Institution, and the Code of Ethics of the profession.

Section 7.04. Record of Attendance. Each Teacher shall keep an accurate record of the Student's attendance. 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. The School District shall notify the Institution if a Student is absent without notification to the Teacher.

Section 7.05. Evaluation of Student. The number of evaluations appropriate to the length of the assignment will be discussed and agreed to by the School District and Institution. 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 7.06. Final Evaluation. The Institution shall complete the final evaluation for the Student.

Section 7.07. Background Checks. The Institution shall ensure that criminal background checks, child and dependent adult abuse and sexual registry background checks are conducted for Students prior to allowing Students to perform services in the School District and again within six months of placement 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.

Article VIII. STATUS AND AUTHORITY OF STUDENT TEACHERS AND PRACTICING INTERNS

Section 8.01. Student Teaching and Practicing Interns Status and Authority. Students shall have status and authority in accordance with Iowa Code 256.16.

Section 8.02. Student Classification. For purposes of Iowa Code § 670.2, Students shall be considered unpaid “employees” and are thus provided immunity from individual liability under § 670.8 for acts or omissions within the scope of their assignment. Nothing in this Agreement shall be construed to classify Students as employees of the School District for wage or benefit purposes.

Article VIII. GENERAL PROVISIONS

Section 9.01. 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 9.02. 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 9.03. 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:

Wartburg College

Attn: Mrs. Stephanie Moeller, School Partnerships Coordinator

100 Wartburg Blvd.

Waverly, IA 50677

stephanie.moeller@wartburg.edu

b) Notice to School District. Notice to the School District must be sent to:
Dallas Center-Grimes CSD

Attn: Shana Olson, Director of Teaching & Learning
2405 W 1st St.
PO Box 680
Grimes, IA 50111
(515) 992-3866

Section 9.04. 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 9.05. Merger. 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 9.06. 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 9.07. 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 9.08. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 9.09. 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 9.10. Compliance with Laws. Notwithstanding any other provision in this Agreement, the School District, Institution, and Students shall each comply with all applicable laws, rules, policies, and regulations of any governmental body or agency having jurisdiction over this Agreement.

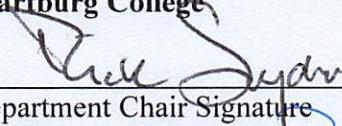
Section 9.11. Defined Terms. When a word or phrase is enclosed in parentheses and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

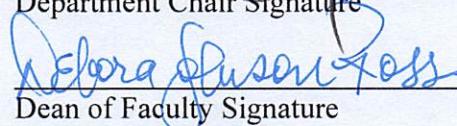
Section 9.12. Indemnification. To the extent authorized by law, Institution and the School District shall, at their expense, indemnify, defend and hold each other (including its officers, directors, shareholders, employees, and agents) harmless, from and against all claims, demands,

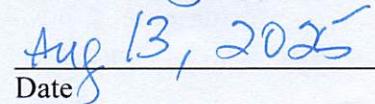
actions and/or causes of actions, judgments, settlements, or other cost, including reasonable attorney's fees, which Institution or the School District may incur because of the negligent acts or omissions of the other party.

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

Wartburg College


Department Chair Signature


Dean of Faculty Signature


Date

**Dallas Center-Grimes Community
School District:**

Board President

Date