

CLINICAL EXPERIENCE PROGRAM AGREEMENT

by and between

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY SCHOOL OF EDUCATION AND KVINNHERAD SCHOOL DISTRICT

This Clinical Experience Program Agreement (“Agreement”) is made and entered into on December 1, 2023 (“Effective Date”) by and between Iowa State University of Science and Technology, 1340 Administrative Services Bldg., 2221 Wanda Daley Drive, Ames, Iowa 50011-1004 (“University” or “ISU”) and Kvinnherad School District, Rosendal, Norway (“Clinical Placement Site”).

1.0 PURPOSE

The purpose of this Agreement is to provide teacher trainee students enrolled at ISU (“Students”) the opportunity to learn to apply the methods, skills, and standards of licensed educational professionals at Clinical Placement Site to support and advance the Students’ development of applicable knowledge, dispositions, and performances in a variety of settings.

2.0 PROGRAM COORDINATORS; COMMUNICATION.

Each party shall each designate a point of contact that is to be responsible for planning and administering the clinical experience program. The program coordinator for each institution shall be:

For Clinical Placement Site: Hilde Kjelstrup, Adviser, hilde.kjelstrup@kvinnherad.kommune.no

For University: Jaime Boeckman, Director of Teacher Education Services, boeckman@iastate.edu

3.0 TERM AND TERMINATION.

The term of this Agreement shall begin on the Effective Date and shall continue for a period of five years. This Agreement may be renewed at the end of the term for an additional five year period upon the written consent of both parties. Either party may terminate this Agreement by giving not less than 90 days prior notice to the other party. Early termination of the Agreement will not alter the responsibility of the parties to carry out the terms of the Agreement with respect to any students who are participating in the program at the time notice of termination is provided.

4.0 RIGHTS AND RESPONSIBILITIES OF CLINICAL PLACEMENT SITE.

Clinical Placement Site shall:

4.1 Host a clinical experience program for Students at the Clinical Placement Site as mutually agreed upon by University and Clinical Placement Site.

4.2 Provide a suitable learning environment for Students which is planned, organized, and administered by qualified Clinical Placement Site staff in consultation with designated University personnel, in accordance with mutually agreed upon discipline-specific goals and objectives.

4.3 Maintain communication and cooperation with University to assure implementation of the goals and objectives of the clinical learning experiences contemplated by this Agreement.

4.4 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.

4.5 Provide University with copies of or web-links to any policies or documents that they expect Students to abide by, including but not limited to student handbooks, disciplinary policies and housing agreements.

4.6 Reserve 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 6(C).

4.7 Communicate in a timely manner with University Program Coordinator 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.

4.8 Provide adequate facilities, equipment, and supplies to meet the educational objectives of the Program. The working and learning environment will be safe and compliant with all applicable professional standards.

4.9 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. Clinical Placement Site understands that Students are trainees and agrees that Students will not be used as a replacement for teachers, administrators, or any other staff member of Clinical Placement Site.

4.10 Use records of Students only to the extent necessary to fulfill its obligations under this Agreement and hold such records in strict confidence. Clinical Placement Site understands and agrees that it may not disclose such records except as required by this Agreement, as required by law or as otherwise authorized in writing by the Student. Clinical Placement Site may disclose such records to its employees with a need-to-know so long as the institution requires such employees to abide by the terms of this Agreement. Clinical Placement Site agrees to immediately notify University in the event of an unintentional disclosure of protected education records.

4.11 In the event of a natural disaster, civil disturbance or other health or safety crisis that may impact University students participating the program, inform the University's program coordinator and the University's Office of Risk Management at 001-515-294-7700.

4.12 Inform University of VISA and entry requirements for Students as well as any security requirements such as alien registrations that will be applicable to U.S. students in country.

4.13 Provide support to Students in matters concerning cultural and academic adjustment of Students to Clinical Placement site and its surrounding area.

4.14 Facilitate the securing of housing accommodations for all Students as applicable. Clinical Placement Site shall set forth in the Addendum attached to this Agreement a description of the housing options available to Students and specify if housing is included in the Program Fee (defined below) or if the student is responsible for the cost of housing accommodations directly to either Clinical Placement Site or a housing provider. Clinical Placement Site represents that student housing accommodations meet or exceed local standards. Clinical Placement Site will share with University accommodation contracts and housing policies if applicable.

4.15 Set forth in the Addendum to this Agreement any transportation service that is provided by Clinical Placement Site for Students as a pick-up service or in any course or other travel associated with Clinical Placement Site.

4.16 Charge ISU an established per student Program Fee ("Program Fee") for each Student. Except as otherwise stated in this Agreement or the Addendum, all other costs connected to participation in the Program shall be the responsibility of each Student.

4.17 Set forth in the Addendum attached to this Agreement the Program Fee for the initial term. The Program Fee for any renewal period will be negotiated by the parties and agreed to at the time of renewal or on an annual basis as needed.

4.18 Invoice ISU each term for the Program Fees for that term by sending an itemized invoice of charges for the semester to Jaime Boeckman at ISU at boeckman@iastate.edu.

4.19 Not invoice individual Students for any Clinical Placement Site tuition or fees.

4.20 Share with University the Clinical Placement Site's cancellation policy outlining dates for refunding of Program Fees should ISU Students withdraw from participation in the clinical experience program. The refund policy for the clinical experience program is set forth in the Addendum.

5.0 RIGHTS AND RESPONSIBILITIES OF UNIVERSITY.

University shall:

5.1 Determine eligibility of Students to participate in the Program.

5.2 Coordinate the placement of Students with the Clinical Placement Site, establish jointly defined qualifications for Students entering the Program, and 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.

5.3 Reserve 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 6(C).

5.4 At any time and immediately in the case of an emergency, the University program coordinator may terminate or change the assignment of any Students. Prior to doing so, University's program coordinator 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.

5.5 Inform 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.

5.6 Plan and conduct the Program, after consultation with appropriate representatives of Clinical Placement Site. 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.

5.7 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 Students is the responsibility of University.

5.8 Maintain communication and cooperation with Clinical Placement Site and its cooperating teachers and staff to assure implementation of the goals and objectives of the Program contemplated by this Agreement.

5.9 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.

5.10 Require Students participating in the clinical experience program to obtain professional liability insurance. The University will also encourage Students to obtain sufficient and adequate insurance to cover personal property loss or damage.

5.11 Pay invoices submitted by Clinical Placement Site within thirty days of receipt of the invoice, provided that the invoices accurately reflect the Program Fee set forth in the Addendum.

6.0 MISCELLANEOUS CONTRACTUAL TERMS AND CONDITIONS

- A. **Liability.** To the extent permitted by applicable law, each party to this Agreement shall be responsible for the liabilities arising out of its own conduct and the conduct of its officers, employees and agents.
- B. **Indemnification.** To the extent permitted by applicable law, Clinical Placement Site agrees to indemnify and hold harmless University, the State of Iowa, the Board of Regents of the State of Iowa, its affiliates and their respective successors, assigns, officers, directors, employees and agents (collectively, “University Indemnitees”) from and against all liability, loss, damage or expense, including reasonable attorney's fees which the ISU Indemnitees may incur or sustain by reason of the failure of Clinical Placement Site to fully perform and comply with the terms and obligations of this Agreement or as a result of the negligent or wrongful acts or omission of Clinical Placement Site or its employees or agents. 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, its affiliates and their respective successors, assigns, officers, directors, employees and agents (collectively, “Clinical Placement Site Indemnitees”) from and against all liability, loss, damage or expense, including reasonable attorney's fees which the Clinical Placement Site Indemnitees may incur or sustain by reason of the failure of University to fully perform and comply with the terms and obligations of this Agreement or as a result of the negligent or wrongful acts or omission of University or its employees or agents.
- C. **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.
- D. **Laws.** This Agreement shall be construed in accordance with the laws of the Norway, the United States of America, State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the courts with appropriate jurisdiction.
- E. **Records for Audit.** Clinical Placement Site shall maintain financial and service records relating to the Program throughout the term of the Agreement and for a period of at least three years following the termination of the Agreement or completion of any required audit, whichever is later. Clinical Placement Site shall permit the Auditor of the State of Iowa or any authorized auditor or representative of the University to access and examine, audit, excerpt and transcribe the records, wherever such records may be located. Clinical Placement Site shall not impose a charge for audit or examination of such records. If an audit discloses incorrect billings or improprieties, University reserves the right to charge Clinical Placement Site for the cost of the audit and appropriate reimbursement.
- F. **Insurance.** University is an agency of the State of Iowa and, as such, is self-insured for liability. University requires insurance from any company or organization that performs services for University’s faculty, staff and students. Consequently, during the term of this Agreement, Clinical Placement Site shall maintain the insurance set forth Appendix A as applicable.
- G. **Entire Agreement; Modification.** 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.

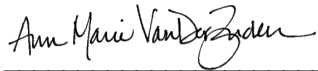
- H. **Waiver.** ISU's failure to enforce provisions of this Agreement in whole or part will not negate the Agreement or constitute a waiver to subsequently enforce the provisions at a future time.
- I. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this Agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
- J. **Assignment.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld.
- K. **Relationship 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.
- L. **Notice.** Notices relating to this Agreement shall be in writing and shall be delivered by an internally recognized carrier (e.g. Federal Express) to the other party at the address set forth in Section A above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.
- M. **Force Majeure.** Neither party shall be deemed in default of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, including but not limited to, acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes of other's workforces, fires, floods, inclement weather, acts of God, pandemic, war, terrorism, civil disturbances, or acts of civil or military authorities.
- N. **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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**IOWA STATE UNIVERSITY OF
SCIENCE AND TECHNOLOGY**



Ann Marie VanDerZanden
Associate Provost for Academic Programs
Office of the Senior Vice-President & Provost



Laura Jolly (Dec 1, 2023 11:44 CST)
Dr. Laura Jolly
Dean, College of Human Sciences



Jaime Boeckman
Program Coordinator



Elisabeth Lunaburg
Procurement Agent

KVINNHERAD SCHOOL DISTRICT



Heidi A Særsten Solheim (Dec 1, 2023 16:25 GMT+1)

Heidi Anita Særsten Solheim
Superintendent of Schools

**APPENDIX A
INSURANCE AND RELATED REQUIREMENTS
[APPLICABLE AS SELECTED BELOW]**

Select one:

CLINICAL PLACEMENT SITE is a university or governmental entity. No additional insurance coverage is required.

CLINICAL PLACEMENT SITE shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, ISU shall not be deemed or construed to have assessed the risk that may be applicable to CLINICAL PLACEMENT SITE arising from CLINICAL PLACEMENT SITE's business operation. CLINICAL PLACEMENT SITE shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. CLINICAL PLACEMENT SITE is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:

Commercial General Liability

General Aggregate \$2,000,000
Each Occurrence Limit \$1,000,000

Umbrella Liability

\$1,000,000 each occurrence/\$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

Auto Liability

\$1,000,000 combined single limit each accident to include bodily injury and property damage for non-owned, hired, or rented vehicles.

Professional Liability (Errors and Omissions)

\$1,000,000 per occurrence/\$1,000,000 aggregate

Additional Requirements

- The company(ies) providing insurance coverage must be at least A- Class VII rated by A.M. Best Company.
- The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. Additional insured status shall be on a primary and non-contributory basis. The additional insureds shall be added under CG 2026 endorsement or equivalent and attached to the certificate of insurance.
- Iowa State University requires occurrence coverage. The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.
- CLINICAL PLACEMENT SITE must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.
- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.
- CLINICAL PLACEMENT SITE shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in CLINICAL PLACEMENT SITE's own policy.

- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days' advance written notice via certified mail is provided to Iowa State University, Procurement Services Department.

CLINICAL PLACEMENT SITE must attach any required certificates of insurance to this Agreement when it executes and returns this Agreement to ISU.

ADDENDUM

Program Fee: \$2300-2800 per participant (based on housing location and number of participants)

Housing	\$5000 - Cabin at Halsnøy – per cabin - per stay (approx. 8 weeks) \$6000 - Cabin at Rosendal – per cabin - per stay (approx. 8 weeks)
Associate Teacher Fee	\$300 – per student
Incidentals/Food/Transportation	\$1000 - per student - daily food allowance, social gatherings, emergency phone usage, and transportation to and from the fast boat at arrival and departure.

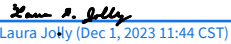
Refund Policy:

The program fee per student will be pro-rated based on the weeks remaining in the scheduled experience.

**IOWA STATE UNIVERSITY OF SCIENCE
AND TECHNOLOGY**



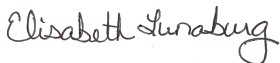
Ann Marie VanDerZanden
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Laura JoHy (Dec 1, 2023 11:44 CST)

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KVINNHERAD SCHOOL DISTRICT



Heidi Anita Særsten Solheim
Superintendent of Schools









Kvinnherad School District - Iowa State University MOU
















Final Audit Report

2023-12-01

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