


INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: February 13, 2017

SUBJECT: Student Teaching Agreement with  
Hamline University

ORIGINATING DEPARTMENT: Department of Learning and Teaching

APPROVAL OF ADMINISTRATIVE  
CABINET MEMBER: Eric Melbye  
Assistant Superintendent 

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 approves a Student Teaching Agreement with Hamline University. The agreement will be in effect from February 13, 2017 to February 13, 2020.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve. 

**BACKGROUND:**

This agreement is in accordance with Board Policy 430 Student Teachers.

Hamline University has had a student teacher agreement with the District continuously since October 2001.

The new three-year contract has been approved by the District's legal counsel and insurance agent of record.

**AGREEMENT  
FOR  
STUDENT TEACHER PLACEMENT**

This agreement is entered into between **Hamline University School of Education**, 1536 Hewitt Avenue, Saint Paul, Minnesota 55104 (hereinafter "Hamline") and **Independent School District #271**, 1350 W. 106<sup>th</sup> Street, Bloomington, Minnesota, 55431 (hereinafter "School").

The terms of this Agreement are as follows:

1. Hamline agrees that:
  - a. It will place at the School only student teachers who are eligible for such placement under state and university rules, as well as School Board regulations. All placements will initiate through and be approved by the Schools' Office of Staff Development or other applicable unit.
  - b. It will pay an honorarium to the cooperating teacher at the School in an amount not to exceed \$300 and such honoraria, per the School's request, will be paid directly to the School and not to the cooperating teacher.
  - c. It will provide regular student teaching supervision by state-qualified Hamline designees.
  - d. That all records and data received by Hamline as a result of this agreement will be treated by Hamline in accordance with the terms of the Minnesota Government Data Practices Act and all federal laws and rules pertinent thereto.
2. The School agrees that:
  - a. It will supply to the student teacher so placed by Hamline an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.
  - b. It shall provide appropriate supervision of the student teacher pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or Hamline with regard to the Student Teaching Program.
  - c. It shall immediately notify Hamline, via its designee, if there is a change in the licensure status of any practicing teacher providing supervision to any student

teacher assigned hereunder.

- d. It shall not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.
- e. It shall reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause upon consultation with Hamline's liaison and concurrence in the decision.
- f. It shall consider and treat all records and data regarding a student teacher, whether such records or data are received from Hamline or the student teacher or are generated by the School, as records and data subject to the provisions of Minnesota Statutes Section 13.01 et seq., Minnesota Rules part 1205.0100 et seq., 20 U.S.C. 1232 g and 34 C.F.R. Section 99.1 et seq. The School shall comply with the provisions of these State and Federal statutes and regulations as applied to records and data regarding any student teacher placed at the School pursuant to this agreement as though such statutes and regulations were fully applicable to the School.

3. General provisions:

- a. **Term.** The term of this agreement shall commence on February 13, 2017 and end on February 13, 2020 or earlier at the discretion of either party upon 60 days' written notice to the other party.
- b. **No Employment Relationship with the District.** The parties understand and agree that any services which the Hamline's student teachers provide to the School will be purely on a volunteer basis insofar as the School is concerned. The student teachers are not and will not become employees or independent contractors of the School and the School will not provide the student teachers any compensation, insurance coverage, or other employment benefits.
- c. **Indemnification.** The parties hereby agree to defend and indemnify the other party, its board members, employees, agents, attorneys, and representatives against any and all claims, demands, actions, administrative proceedings, causes of action, and liability, of any nature arising out of any claimed action or non-action of the any student teacher placed in the District during the term of this Agreement.
- d. **Modifications.** No variations, modifications, or waivers of any provision of this Agreement shall be valid unless all parties agree to the change in writing, as evidenced by a duly signed addendum to this Agreement.
- e. **Entire Agreement.** The parties expressly understand and agree that the terms of this Agreement are contractual and as set forth herein constitute the entire agreement of the parties. Except as stated in this Agreement, no party has relied on any statement, promise, inducement, or representation of the other. This Agreement supersedes any and all prior statements and agreements between the

parties relating to the subject matter contained herein.

- f. Both parties agree to be bound by the laws and regulations of the State and Federal Governments, including all provision in regard to discrimination and the Americans with Disabilities Act (ADA) and/or Section 504 of the Rehabilitation Act of 1973.

**APPROVED:**

ISD #271, Bloomington Public Schools  
1350 W. 106<sup>th</sup> Street, Bloomington, MN 55431

DATE: \_\_\_\_\_

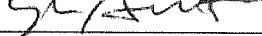
Signature: \_\_\_\_\_

Printed Name : \_\_\_\_\_

Title: \_\_\_\_\_

Hamline University School of Education  
1536 Hewitt Ave., St. Paul, MN 55104

DATE: 1/18/17

Signature: 

Printed Name : SHAWN HUBERT

Title: Assistant Dean