

ADMINISTRATIVE REPORT

DATE: January 18, 2024
TOPIC: 5.16 - Placement Agreement with Department of the Air Force Air University - AFJROTC
PRESENTER: Abby Baker, Director of Human Resources
REFERENCE TO POLICY/STATUTE: School Board Policy 903.1 – Student Teacher, Field Experience, Practicum, and Internship Placements

PURPOSE OF REPORT

The School Board recognizes its responsibility to improve the quality of teacher training and the contributions students in educational programs can make to South Washington County Schools. The importance of the teacher training function to the future of education and the need to assure high quality performance in our schools requires student teachers, field experience students, practicum students, and interns to be placed with experienced teachers of demonstrated competence.

The Air Force Junior Reserve Officer Reserve Training Corps is requesting an affiliation agreement with South Washington County Schools through June 30, 2024. The agreement may be renewed for three additional one-year periods upon mutual written consent after June 30, 2024.

RECOMMENDATION

- a. Administration recommends approval of this agreement.

CONNECTION TO STRATEGIC PRIORITY





SOUTH WASHINGTON COUNTY SCHOOLS

SCHOOL BOARD

7362 East Point Douglas Rd S.

Cottage Grove, MN 55016

- a. Student Experience
- a. Engagement and Partnerships





**DEPARTMENT OF THE AIR FORCE
AIR UNIVERSITY (AETC)**

01/18/2024

AFJROTC SKILLBRIDGE COMPANY AGREEMENT

AFJROTC SKILLBRIDGE PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into by and between HQ Air Force Junior Reserve Officer Reserve Training Corps (AFJROTC) address is 60 W Maxwell BLVD, Maxwell Air Force Base, Al 36112, (hereinafter referred to as “**the Air Force**” OR “**AFJROTC**”), and **South Washington County School District**, whose address is 7362 E Point Douglas Rd, Cottage Grove, MN, 55016 (hereinafter referred to as “**School District**”).

WITNESSETH:

WHEREAS, the School District is committed to promoting growth in those who teach and to ever improving the quality of teaching, the School District recognizes that with this commitment comes the responsibility of training teachers new to the field;

WHEREAS, all teachers’ first obligation is to their students, teachers also have a professional responsibility to enhance the craft of teaching itself;

WHEREAS, the School District and Air Force desire that the public interest be served by ensuring a continuing source of competent instructors;

WHEREAS, the Air Force desires that its students (hereinafter referred to as “Interns”) obtain instructional experience at public schools of the School District; and

WHEREAS, the School District is offering to provide the necessary staff and facilities for said instructional experience in recognition of the need to train the Interns, under the terms and conditions outlined in this Agreement.

IT IS, THEREFORE, agreed by and between the parties that:

A. **SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES**

1. **Program**. The School District will determine the work location and assignment of Interns in collaboration with the Air Force. Intern applications for the Skillbridge Program must be submitted to the School District by the appropriate Air Force representative according to the following timeline:

- (i) Applications must be received no later than two months prior to the beginning of the last 180 days of active duty.

2. **Supervising Instructors.** The School District shall assign only employees (hereinafter referred to as “Supervising Instructors”) who have appropriate qualifications and experience to supervise Interns. Supervising Instructors will not receive compensation for serving in such capacity, Interns will be under the direct supervision of the Supervising Instructor while on School District property.

(a) Supervising Instructors shall be available for scheduled and unscheduled conferences at reasonable times with Interns or Air Force Staff.

(b) Supervising Instructors will timely evaluate the performance of the assigned Student Intern and send the completed evaluation forms to the Air Force with a frequency determined by the Air Force.

(c) The School District will select partnership schools, based on the needs of the Interns, to meet the objectives of the Internship Program.

3. **Care and Safety.** In consideration of the School District’s responsibility for the care and safety of its students, the School District may remove from or refuse access to its facilities to any Student Intern or Air Force staff member, who does not continuously meet the School District’s professional requirements or the requirements of any appropriate authority controlling and directing School District facilities and services. South Washington County Schools may immediately remove from the premises and retains the right to suspend or terminate any intern’s participation at the School District. The school district will immediately notify the appropriate office of the AFJROTC in writing if such an action is required and the reasons for such action. JROTC may terminate the intern’s participation when, in its sole discretion, it determines that further participation by the intern would no longer be appropriate. AFJROTC will notify the School District immediately if such action is required.

4. **Facilities.** The School District agrees to make the following facilities available to Interns and Air Force staff to provide experience for Interns.

(a) Access to classrooms designated for the Internship Program;

(b) Cafeteria facilities, if available, while on assignment at the School District. The Interns shall bear the costs of meals at such facilities.

(c) The School District library facilities used by School District staff members.

(d) Vehicular parking at School District’s facilities.

B. **AIR FORCE RESPONSIBILITIES**

1. **Interns Assessment.** The Air Force will inform School District staff of Air Force criteria for Student Intern assessment.

2. **Interns Information.** The Air Force will provide, or cause to be provided, to the School District at least ten (10) days before the placement, a written list of the following information as it pertains to each Student Intern placed within the School District.

- (a) Name
- (b) Permanent residence address
- (c) Phone number
- (d) Such other information as the School District may reasonably require in accordance with its policies, procedures, and regional standards of the education profession.
- (e) The Air Force shall inform School District staff as to the extent of the academic preparation of the Interns for assignment of the Interns to the appropriate level of clinical experience.

3. **Implementation of Program.** The Air Force staff is responsible for the coordination and implementation of the Internship Program. The Air Force maintains its responsibility for the instruction and supervision of the Interns assigned to the School District for clinical experience:

- (a) A copy of the programs objectives will be submitted to the School District by the Air Force clinical coordinator before execution of this Agreement. The Air Force clinical coordinator will function in cooperation with the Air Force staff assigned responsibility for instruction.
- (b) The Air Force will provide the School District with a copy of the appropriate evaluation form.
- (c) The Air Force will assume responsibility for the clinical experience.
- (d) The Air Force shall arrange meetings with appropriate School District staff to review and evaluate the progress of the Interns, as needed, consistent with School District staff's availability.
- (e) The Air Force agrees that the Interns and Air Force staff assume personal responsibility for their own medical care and hospitalization.

4. **Videotaping / Recording.** The district recognizes that some organizations require their students to photograph and/or videotape the delivery of a lesson. The intern must abide by the district's confidentiality policy procedures. Interns may not use any form of photography, videography, or any other personally identifying recording methods without district approval and written consent of a student's parent or guardian.

- **Intern Expectations.** The Air Force will require its Interns understand and abide by the Minnesota Department of Education's Code of Ethics and Principles of Professional conduct. The Intern agrees to comply with all applicable federal, state and local laws, rules and regulations regarding protection and privacy of student records.
- **Background Screening.** The AFJROTC will direct intern to obtain criminal history check as per District requirements; and All records and data received by the Intern as a result of this agreement

will be treated by the Intern in accordance with the terms of the Minnesota Government Data Practices Act and all federal laws and rules pertaining thereto.

5. **Annual Program Performance Evaluation.** Annually, each Air Force staff assigned to the Internship Program will meet with School District representatives to coordinate the progress of the course of instruction and to determine its effectiveness.
6. **Compliance with Federal and State Laws.** The Air Force understands and agrees that it is subject to all federal and state laws and School District rules relating to the confidentiality of student information. The Air Force further agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”). The Air Force shall regard all student information as confidential and will not disclose the student information to any third party.

C. **MUTUAL RESPONSIBILITIES.**

1. **Instructional Schedule.** The instruction schedule and Internship sites will be planned in collaboration between the parties. The School District will have final authority for work location and assignment of Interns. The instructional schedule must be finalized at least thirty (30) days before the beginning of such schedule unless otherwise agreed to by the parties’ designees.

2. **Regulations.** The parties shall acquaint the Interns with the policies, standards, rules, and regulations of the School District.

3. **Instruction and Supervision.** The parties will direct the instruction and supervision of the Interns according to the respective course description or syllabus.

4. **Periodic Assessment.** The parties will make periodic assessment of Interns’ progress as required herein.

5. **Administration of Agreement.** The parties agree to periodically review and discuss the operation of this Agreement to ensure that each party’s objectives are being satisfied. The parties shall confer as otherwise necessary to the administration of this Agreement.

6. **Teaching Experience.** The parties expressly intend that, while performing Internship duties, no Intern or Air Force staff, agent, servant, contractor, or employee be deemed an agent, servant, contractor, or employee of the School District for purposes of compensation, fringe benefits, workers’ compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program, Interns are placed with the School District to receive teaching experience as part of their internship. Those duties performed by Interns are not performed as an employee, but in fulfillment of academic requirements and are performed under supervision. At no time shall Interns replace or substitute for an employee of the School District.

D. **MISCELLANEOUS PROVISIONS.**

1. **No Compensation.** All services rendered by Interns under this Agreement for the School District employees and students will be uncompensated and will be deemed to be given in consideration for instruction and partnership schools. Neither Interns nor Air Force staff will be considered to be agents or employees of the School District.

2. **Interns Activities.** It is understood by the Air Force and the School District, that the Interns will not be replacing regular School District employees, and that the School District is not to immediately benefit from the Intern's activities.

3. **No Employment Promise.** All parties agree that the Interns will receive no promise of employment from the School District upon completion of the training.

4. **Non-Eligible Students.** At the discretion of the School District or Air Force, any Interns unacceptable to either the Air Force or School District for reasons of health, performance, or other reasonable and legally permissible cause, will be withdrawn from the Internship Program.

5. **Compliance with Policies & Procedures.** The Air Force agrees to comply with all existing policies and procedures of the School District in the planning and documentation of the partnership schools, and the Air Force further agrees to comply with all existing policies and procedures of the School District related to the specific areas of training in the Internship Program. The Air Force acknowledges that it is aware of the relevant policies in effect as of the date of this Agreement. If these policies and procedures are changed, School District agrees to notify the Air Force to disseminate and make Air Force aware of such changes so that the Air Force will be able to disseminate the information to the Interns and Air Force staff.

6. **Evaluation of Programs.** Both parties will cooperate in planning, implementing and evaluating the Internship Program.

7. **Term & Termination.** The term of this Agreement will commence upon the signing date of the executed agreement and continue through June 30, 2024. Upon mutual written consent of the parties, this Agreement may be renewed for three (3) additional one (1) year periods. Either party may terminate this Agreement by giving ninety (90) days written notice (Certified Mail, Return Receipt Requested) to the other party. This Agreement will remain in full force and effect until terminated by either party in accordance with this Agreement.

9. **Non-Discrimination.** The parties agree that no person will be subjected to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

11. **Entire Understanding.** This Agreement represents the parties' entire understanding and agreement concerning the subject matter hereof and supersedes any and all other written or oral communications or negotiations by and between the parties.

12. **Confidentiality.** For the purposes of this Agreement, "Confidential Information" means all information disclosed by School District to Student Intern or Air Force, which is in a tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. At all times, Air Force shall protect the School District's Confidential Information from unauthorized use, access or disclosure.

13. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota

14. **Amendments.** The provisions of this Agreement may only be amended, supplemented, waived or changed in writing with specific reference to this Agreement which is signed by both parties.

15. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

AS TO AIR FORCE:

E-Mail: _____
Fax: _____

AS TO SCHOOL DISTRICT:

South Washington County Schools
Human Resources
7362 E Point Douglas Rd S
Cottage Grove, MN 55016
E-Mail: HumanResources@sowashco.org
Fax: 651-425-6258

or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date upon which the Return Receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered, if mailed to the proper address.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which together will constitute one legal instrument.

17. **Survival.** All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, will survive the execution and delivery of this Agreement and the consummation of services contemplated by it.

18. **Remedies.** No remedy conferred upon any party is intended to be exclusive of any other remedy. No single or partial exercise by any party of any right, power or remedy under this Agreement will preclude any other or further exercise thereof.

19. **Severability.** Provisions contained in this Agreement which may be determined contrary to, prohibited by or invalid under law will be deemed omitted from this Agreement and will not invalidate the remaining provisions.

20. **Waiver.** Failure to assert any rights or remedies available to a party under this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise, will not be deemed a waiver of any other right or remedy available to either party under this Agreement.

21. **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a claim against any of the parties based upon this Agreement. Nothing in this Agreement is to be construed as consent by any agency or political subdivision of the State of Minnesota to be sued by third parties in any matter arising out of this Agreement.

22. **No Waiver of Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability. This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until any applicable statute of limitations bars any proceeding brought on account of this Agreement.

23. **Compliance with Laws.** Each party must comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations under this Agreement.

25. **Enforcement.** The terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties, their respective legal representatives, heirs, estates, successors and permitted assigns.

26. **Transportation of Student.** Air Force acknowledges that this Agreement strictly prohibits Interns and Air Force staff from providing transportation in any form to any student of the South Washington County School District without prior written permission of School District.

27. **Independent Contractor.** Neither the Student Intern nor the Air Force employees will be considered to be agents or employees of the School District.

28. **Legal Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party concerning all provisions contained in this Agreement.

THIS SPACE IS INTENTIONALLY LEFT BLANK.

29. **Force Majeure.** Neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Minnesota, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**THE SCHOOL DISTRICT OF
SOUTH WASHINGTON COUNTY SCHOOLS**

(Representative Name)

Organization

Date

(AFJROTC Representative Name)

(Representative Name)

(Their Title)

Date

(Date)