



DULUTH PUBLIC SCHOOLS

*Preparing all students for successful lives in the twenty-first century . . .
success in the workplace, success in the home, and success in the community*

E-RATE LETTER OF AGENCY

For Funding Year 2013 - 2015

**State of MN-Office of Enterprise Technology
658 Cedar Street, Room 510
St. Paul, MN 55155-1603**

This is to confirm our participation in the State of MN-Office of Enterprise Technology E-Rate Consortium for the procurement of Telecommunication services. I hereby authorize State of MN-Office of Enterprise Technology to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of Duluth Public Schools, ISD 709.

I understand that, in submitting these forms on our behalf, you are making certifications for Duluth Public Schools, ISD 709. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that our school district has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that our school district is covered by a technology plan that is written, that covers all 12 months of the funding year, and that has been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service. The plan is written at the following level(s):
 - an individual technology plan for using the services requested in this application; and/or
 - higher-level technology plan for using the services requested in this application: or
 - no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voicemail only.
- (d) I certify that the services the school, library or district purchases at discounts provided by 47 U.S.C. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the FCC at 47 C.F.R. 54.500 (et seq.).
- (e) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (g) I certify that I will retain required documents for a period of at least 5 years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. 502, 503(b), or fine or imprisonment under Title 18 of the U.S. Code, 18 U.S.C. 1001 and civil violations of the False Claims Act.
- (i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. 54.506(c).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to State of MN-Office of Enterprise Technology for E-rate submission is true.

Name of Entity:

Duluth Public Schools, ISD 709

Signature:



Date:

5/1/2012

Name:

William Hanson

Title:

Assistant Superintendent, Finance

Aims of the Duluth Public Schools:

❖ *High Achievement for All*

❖ *Safe and Welcoming Environment for Everyone in our Schools*

❖ *Effective, Efficient Systems that Make the Best Use of Resources*

**AFFILIATION AGREEMENT FOR CLINICAL TRAINING
BETWEEN
INDEPENDENT SCHOOL DISTRICT #709
AND
UNIVERSITY OF MINNESOTA DULUTH**

A. This AFFILIATION AGREEMENT is entered into, effective January 1, 2013, between University of Minnesota Duluth, 174 Chester Park, 31 West College Street, Duluth, MN 55812, and Independent School District #709, 215 North First Avenue East, Duluth, MN 55802 (the "Parties").

RECITALS

- B. Independent School District #709, 215 North First Avenue East, Duluth, MN 55802 (the Facility) is organized to provide speech-language pathology services to individuals with communication and/or swallowing impairments.
- C. The University of Minnesota Duluth (the University) has an educational program for qualified students pursuing a Masters of Science Degree in Speech Language Pathology through the College of Education & Human Services Professions, Communication Sciences & Disorders Department.
- D. The Facility can provide suitable clinical internship opportunities to meet the educational needs of University Speech Language Pathology students.
- E. The Facility and the University desire to cooperate in furnishing a clinical internship experience for students in the Speech Language Pathology program at University of Minnesota Duluth.

AGREEMENT

NOW THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein, the Facility and University agree as follows:

1. **RECREATION INTERNSHIP EXPERIENCE.** The Facility and the University will mutually cooperate to conduct a Speech Language Pathology Clinical Internship experience at the Facility, whereby University students will gain experience in Speech Language Pathology that is required by the University as a part of their educational program. The University and the Facility will each designate one or more persons to represent it in the operation of the internship program, who shall confer from time to time as they deem necessary concerning the operation of the program. At the request of the representatives, the University and Facility staff will meet to discuss the operation of the internship program.
2. **UNIVERSITY DUTIES.**

- 2.1 The University will plan the students' learning experiences and communicate those plans to the Facility.
- 2.2 The University students will provide Speech Language Pathology services each week to Facility clients, on such a schedule as shall be mutually agreed upon by the University and the Facility. The University instructors may also be on-site to advise and observe students in the program. The University shall select the students and instructors to participate in the program.
- 2.3 Before a student or instructor participates in the Program, the University will ensure the following:
 - 2.3.1 At the request of the Facility, students who provide direct client care or interact with staff in client areas will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; chicken (varicella), positive history, or positive titre; hepatitis B series or documented immunity; and evidence of annual Mantoux test or a statement from the provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination. The University will maintain a record of students' and instructors' current immunizations, and the student shall be responsible for submitting the records to the Facility. Such data need only be submitted to the Facility upon request.
 - 2.3.2 The University will complete a background check on the University student. The University will immediately notify the Facility if a student is or has been disqualified from participating in the program. The Facility may request a copy of the background check, and the student shall be responsible for submitting the records to the Facility. Such data need only be submitted to the Facility upon request.
 - 2.3.3 Each student and instructor carries professional liability insurance coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate. Written proof of insurance shall be provided to the Facility upon request. The University will notify, and shall ensure that its students and instructors that participate in the program will notify, the Facility as soon as possible but in no event later than within ten (10) days of any actual or threatened claim, action, suit or proceeding related to activities undertaken pursuant to this Agreement and shall cooperate in all respects with the Facility in the defense of any such claim, action, suit or proceeding. The provisions of this Section 2.3.2 shall survive the termination of the Agreement with respect to any claim, action or proceeding related to actions or omissions alleged to have occurred during the term of this Agreement.

3. FACILITY DUTIES

- 3.1 The Facility will ensure that students and instructors in the program have appropriate identification badges that are visible and legible to clients, if required by the Facility.
 - 3.2 The Facility will provide program students with the opportunity to provide Speech Language Pathology services to Facility clients,. The Facility will determine the specific clients that will receive services from program students, and may prohibit any University student from caring for any client at the Facility.
 - 3.3 The Facility shall provide and maintain (or cause to be provided and maintained) such staff, equipment, supplies and facilities as the Facility reasonably deems necessary for program students' performance of services under this Agreement. Program students and University instructors shall not use any Facility staff, equipment, supplies or facilities for any purpose other than as provided by this Agreement. The Facility shall regularly consult with the University regarding staff, space, equipment and supply needs.
 - 3.4 The Facility has the exclusive right to establish charges and bill for services provided by program students to Facility clients and to receive all fees and amounts charged for any Speech Language Pathology services rendered by program students under this Agreement.
 - 3.5 The Facility will provide onsite supervision to program students, including (a) overseeing necessary paperwork; (b) overseeing and evaluating student performance; (c) overseeing and evaluating progress note documentation; and (d) assisting in student problem solving.
 - 3.6 The Facility will provide orientation to program students related to (a) facility, environment and logistics; (b) special needs relating to various types of disabilities; (c) vulnerable client issues; (d) confidentiality; and (e) any other Facility policies that students and instructors are subject to under Section 4 of this Agreement.
 - 3.7 Upon request, the Facility will provide the University with copies of its policies and regulations that relate to student activities in the program.
4. COMPLIANCE WITH FACILITY POLICIES. University students and instructors will comply with any standards and policies of the Facility related to the operation of sites where program services are performed, including, but not limited to, standards applicable to billing for services rendered, maintenance of client and business records, confidentiality and security of client records, Code of Conduct and compliance program, and quality standards or methods of service to clients.

5 CONFIDENTIALITY.

5.1 CLIENT RECORDS. All information and/or data concerning specific clients (including, but not limited to, the identity of the clients), derived from or obtained during the course of the program, shall be treated by University of Minnesota Duluth, its students and instructors, and by the Facility as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of client records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. To the extent, and at such time as additional legal and regulatory requirements regarding the confidentiality and security of health information (including but not limited to regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) affect the obligations of the Parties under this Agreement, the Parties shall amend this Agreement as necessary and cooperate to achieve compliance with such requirements. Upon termination of this Agreement, University of Minnesota-Duluth shall ensure all Program students and instructors immediately return to the Facility all copies of all data, records or other tangible documents which contain, embody or disclose, in whole or in part any confidential client information.

5.2 OTHER CONFIDENTIAL INFORMATION. During the course of providing services for the Facility, the University and its students and instructors may have access to or become acquainted with confidential information relating to the Facility's business. The University acknowledges and understands the importance to the Facility of maintaining such information and agrees to never use or disclose such information. The University will assure students and instructors, upon completion of their participation in the Program, immediately return to the Facility all records or other tangible documents which contain, embody or disclose, in whole or in part any confidential information. In addition, upon termination of this Agreement, the University agrees to immediately return to the Facility all records or other tangible documents which contain, embody or disclose, in whole or in part any confidential information. Finally, the parties agree to maintain the confidentiality of students' education records in compliance with the Family Educational Rights and Privacy Act.

5.3 The provisions of this Section 5 shall survive the termination of this Agreement.

6. INDEMNIFICATION.

6.1. The University shall indemnify, defend, and hold harmless the Facility, related entities, directors, officers, employees and volunteers from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the Facility on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by any negligent act or omission, professional error, mistake or negligence of the University, its employees, agents, representative, or students in connection with or incidental to performance of this Agreement, or arising out of Workers' Compensation claims, or Unemployment or Disability Compensation claims of employees or students of the University or claims under similar laws or obligations.

The Facility shall indemnify, defend, and hold harmless the University, related entities, directors, officers, employees and volunteers, including University students, from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the University on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by any act, omission, professional error, fault, mistake or negligence of the Facility, its employees, agents, representative, or volunteers in connection with or incidental to performance of this Agreement, or arising out of Workers' Compensation claims, or Unemployment or Disability Compensation claims of employees of the Facility or claims under similar laws or obligations.

7. TERM AND TERMINATION.

7.1 This Agreement is effective **January 1, 2013** through **December 31, 2017**.

7.2 This Agreement may be terminated as follows:

7.2.1. At any time by mutual written agreement of the Parties.

7.2.2. By either Party at any time by 30 days' written notice to the other Party. Notwithstanding the foregoing, termination by the Facility shall not become effective with respect to students then participating in the Program until the end of the current semester in which notice is received, except that termination because of the Facility's dissolution, cessation of operations and/or the program in question, or acquisition by another entity shall be effective upon 30 days' notice.

7.2.3. The Facility may, in its sole discretion, immediately terminate the participation of any individual UMD student upon notice in writing to the University.

8.0 FINANCIAL CONSIDERATION.

8.1. Each Party shall bear its own costs associated with this Agreement.

8.2. The Facility shall not compensate the University or its students or instructors for any services rendered to the Facility or its clients under this agreement.

9.0 RELATIONSHIP. Nothing in this Agreement (or in the relationship of the Parties) shall be construed to make either Party or any of their officers, agents, students or employees an employee of, or joint venture of or with the other for any purpose whatsoever, including, without limitation, participation in any benefits or privileges

given or extended by the Parties to their employees. The students and instructors participating in the Program are not and shall not be treated as employees of the Facility.

10.0 NONDISCRIMINATION. The parties agree that neither shall discriminate on the basis of race, color, national origin, age, sexual orientation, disability or military service in carrying out the duties and obligations set forth in this Agreement.

11.0 GENERAL. This Agreement may only be amended or modified in a writing signed by all Parties. Neither Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, it being intended that the provisions of this Agreement are severable. All notices hereunder by either Party to the other shall be in writing. All notices, demands and requests shall be deemed given when personally delivered; mailed, postage prepaid, registered or certified mail, return receipt requested; or faxed:

If to University of Minnesota Duluth at:

Attention:
Lynette Carlson, MA, CCC-SLP
Clinic Director
UMD Communication Sciences & Disorders
174 Chester Park
31 West College Street
Duluth, MN 55812
Phone: 218-726-6151
Email: lcarlso@d.umn.edu

If to the Site at:

Attention:
Laura Fredrickson
Special Services Director
ISD #709
Central Administration Building
215 North First Avenue East
Duluth, MN 55802

Or to such other address or to such other person as may be designated by written notice given from time to time during the term of this Agreement by one Party to the other.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

INDEPENDENT SCHOOL DISTRICT #709

UNIVERSITY OF MINNESOTA DULUTH

By: Bill Hanson

By: _____

Bill Hanson
Name

Name

CFO
Title

Title

5/23/12
Date

Date

By: _____

By: _____

Name

Name

Title

Title

Date

Date

By: _____

By: _____

Name

Name

Title

Title

Date

Date