

Closeout Agreement

This agreement is hereby made and entered into on November 6, 2012 between the Minnesota Alliance With Youth and the Duluth Public Schools.

WHEREAS the Duluth Public Schools acted as the fiscal administrator for the Minnesota Alliance With Youth from September, 2007 through September 30, 2012.

WHEREAS the Minnesota Alliance With Youth has become its own sustainable entity and no longer will be utilizing the Duluth Public Schools as its fiscal administrator after the September 30, 2012 date.


NOW THEREFORE, in consideration of the separation between the Duluth Public Schools and the Minnesota Alliance With Youth both parties agree to the following:

1. It is agreed that the Duluth Public Schools will pay the Minnesota Alliance With Youth \$189,078.65 which represents the balance of the Minnesota Alliance With Youth funds. This is a mutually agreed upon amount after the closing of all grants and final accounting of all the budgets. Both parties agree that the \$189,078.65 is payment in full and will not make any future claims.
2. For the purposes of fulfilling the requirements by law, each party agrees to continue to work with each other to share information needed to run their organization. This includes, but is not limited to, documentation for the purposes of audits, tax reporting and employee related issues.

IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first written above.

By: 

William Hanson
Director of Business Services
Duluth Public Schools
215 N. First Ave E.
Duluth, MN 55802

By: 

Sarah Dixon
President/CEO
Minnesota Alliance With Youth
2233 University Ave W, Suite 235
St. Paul, MN 55114

WISCONSIN INDIANHEAD TECHNICAL COLLEGE
MASTER AFFILIATION TRAINING AGREEMENT

This agreement is made between:

- A. **WISCONSIN INDIANHEAD TECHNICAL COLLEGE**, Shell Lake, Wisconsin (including all WITC campuses), hereafter called WITC, is accredited by the Higher Learning Commission of North Central Association of Colleges and Secondary Schools, and operates under the direction of the WITC Board of Trustees. WITC offers a variety of associate degrees, technical diplomas, short-term certificate programs, continuing education courses, and customized business training, as authorized by the Wisconsin Technical College System Board.

WITC is an equal opportunity employer/educator functioning under the affirmative action plan and does not discriminate on the basis of race, color, national origin, sex, disability, or any other legislated categories in its services, employment programs, and/or its educational programs and activities. This includes but is not limited to admissions, treatment and access.

- B. **ISD 709** of Duluth, Minnesota, and its subsidiaries, hereafter called TRAINING AGENCY:

WHEREAS many students engaged in a course of study provided by WITC would benefit from an opportunity to apply theoretical learnings in the educational setting of a TRAINING AGENCY, and

WHEREAS the TRAINING AGENCY recognizes the importance of its contribution to such a training program and desires to assist as provided in this agreement,

NOW, THEREFORE, the parties named above agree as follows:

1. WITC and the TRAINING AGENCY shall cooperate to provide WITC students with training in all programs listed on signature page and associated with Exhibit A attached to this Master Affiliation Agreement. Each basic program to be provided is explained in Exhibit A and incorporated herein.
2. WITC shall:
 - (a) Offer an educational program in accordance with guidelines established by the Board of the Wisconsin Technical College System and other state regulatory bodies.
 - (b) Assign the necessary faculty members who are both qualified and competent teacher-practitioners and hold the appropriate credentials and/or licensure.
 - (c) Assure that the faculty will assume the planning and supervision of all training programs in the facilities provided by the TRAINING AGENCY and in so doing, will work cooperatively with the employees and staff of the TRAINING AGENCY.
 - (d) Provide an orientation period during which the faculty can become familiar with the TRAINING AGENCY'S policies, practices and facilities before beginning educational instruction.

- (e) Review the curriculum and learning experience schedule with a coordinator representing the TRAINING AGENCY prior to the beginning of each instructional term and revise schedule in instances where conflicts with the TRAINING AGENCY'S responsibilities exist.
- (f) Assure that the faculty and students will observe the policies and regulations of both WITC and the TRAINING AGENCY as they apply to the circumstances of the training program.
- (g) Confer with the employees and officers of the TRAINING AGENCY designated by WITC for the purpose of interpreting, discussing and evaluating the educational program as needed.
- (h) Provide students assigned to the TRAINING AGENCY basic instruction as described in WITC course outlines.
- (i) Permit faculty reasonable opportunity to serve as a resource person to agency staff in matters contributing to quality care.
- (j) Inform the students who are participating in the educational experience program that they are encouraged to carry their own health insurance. WITC will provide health insurance for the faculty.
- (k) WITC will ensure that each student has a health exam and provides current immunization records (as mandated by the individual clinical agency). WITC will provide summary of health information to the TRAINING AGENCY prior to the start of the training program. Student health records may, at the request of the TRAINING AGENCY, be provided to the TRAINING AGENCY by WITC.
- (l) WITC will ensure the completion of a Wisconsin Caregiver Background Check, and/or out-of-state Caregiver Background Check, and/or National Criminal Background Check (as mandated by the individual clinical agency), on each student and faculty member participating in the educational experience program prior to the educational experience at the TRAINING AGENCY. Caregiver and Criminal Background Check results will be kept on file at WITC. Copies will be made available to any training agency upon request.
- (m) Provide the TRAINING AGENCY with a list of the students assigned to the TRAINING AGENCY for the training program. The list is prepared by the faculty and assures that students meet both the standards of health of WITC and the TRAINING AGENCY, are free of criminal convictions, and have the ability to profit from the program.
- (n) Understand and agree that the TRAINING AGENCY may immediately dismiss any student from the training program if, in the TRAINING AGENCY'S sole determination, the student's conduct is detrimental to the TRAINING AGENCY, its patients, visitors, employees or agents.
- (o) Maintain professional liability insurance for each student in per occurrence and annual aggregate amounts. WITC shall provide the TRAINING AGENCY with a certificate of insurance as proof of such insurance coverage, and shall immediately notify the Agency in writing upon the cancellation, suspension, termination or modification of such insurance.

3. The TRAINING AGENCY shall:

- (a) Permit the faculty and students of WITC to use its facilities for the training program as provided in Exhibit "A" and the curriculum plan developed by WITC. This plan shall be mutually satisfactory to both parties in order to meet the educational goals of WITC and the standards of the TRAINING AGENCY.
- (b) Encourage regular communication between WITC and TRAINING AGENCY personnel to develop, implement and evaluate the educational experiences. Communication topics include, but are not limited to:
 - i. Communication to familiarize TRAINING AGENCY personnel with the educational experience program's philosophy, goals, and curriculum.
 - ii. Communication to familiarize WITC faculty with the TRAINING AGENCY's philosophy, policy, and program expectations.
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the educational experience program informed of changes in philosophy, policies, procedures and any new programs which are contemplated.
 - iv. Communication about jointly planning and sponsoring inservice or continuing education programs (if appropriate).
 - v. Communication to identify areas of mutual need or concern.
 - vi. Communication to seek solutions to any problems which may arise in the educational experience program.
 - vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or WITC's program curriculum.
- (c) Maintain standards which make it eligible to serve as an educational facility for instruction. The TRAINING AGENCY will have current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting/approval body. The TRAINING AGENCY will provide WITC with a copy of its policies and regulations which relate to the educational experience program.
- (d) Retain responsibility for patient care and related duties when WITC students are providing care within a patient care unit. Assure that a qualified supervisor, employed by the TRAINING AGENCY, who shall supervise for the work situations to which students are assigned, be present during the hours students are engaged in the training program at the TRAINING AGENCY.
- (e) Make available for educational purposes a room where students may receive instruction from the faculty. When available, physical space such as offices, conference rooms and classrooms of the TRAINING AGENCY may be used by WITC faculty and students who are participating in the educational experience program.
- (f) Make available areas for demonstration of TRAINING AGENCY equipment as appropriate.

- (g) Permit the educational use of available library resources, agency supplies and equipment as appropriate and according to the TRAINING AGENCY policies and procedures.
- (h) Provide the student and faculty with access to the dining area and locker or storage areas for personal belongings.
- (i) Permit agency staff to participate in student education at the request of the instructor where that phase of teaching can be done more effectively by agency personnel. Such participation shall be voluntary and shall not interfere with assigned duties.
- (j) Provide emergency health care to the faculty and students at its facility during regular business hours while the students are participating in the training program. The students shall be solely responsible for obtaining and maintaining health insurance to cover such emergency care provided under this Agreement. WITC shall be solely responsible for obtaining and maintaining health insurance for the faculty.
- (k) Any WITC faculty member or student who is injured or becomes ill while at the TRAINING AGENCY shall immediately report the injury or illness to the TRAINING AGENCY and receive treatment (if available) at the TRAINING AGENCY as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the responsibility of WITC faculty member or student who receives the treatment and not the responsibility of the TRAINING AGENCY.
- (l) The TRAINING AGENCY shall follow, for WITC faculty and students exposed to an infectious disease at the TRAINING AGENCY during the educational experience program, the same policies and procedures which the TRAINING AGENCY follows for its employees. WITC faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the educational experience program must report the fact to WITC and to the TRAINING AGENCY. Before returning to the TRAINING AGENCY, such a WITC faculty member or student must submit proof of recovery to WITC or TRAINING AGENCY, if requested.
- (m) The TRAINING AGENCY assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of WITC faculty and students who are participating in the educational experience program. The TRAINING AGENCY will permit WITC faculty to use TRAINING AGENCY parking spaces under the same policies governing TRAINING AGENCY personnel.
- (n) The TRAINING AGENCY recognizes that it is the policy of WITC to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The TRAINING AGENCY agrees to adhere to this policy in implementing this agreement.

4. TRAINING AGENCY privileges shall be to:
 - (a) Refuse access to educational area if school personnel do not meet its employee standards for safety, health, or ethical behavior.
 - (b) Relieve the instructor and/or student of the assignment if the standard of performance falls short of that standard established by the TRAINING AGENCY.
 - (c) Resolve any problem situation in favor of the patient's welfare until the incident can be resolved by the staff in charge and the instructor.
5. The students shall have the status of learners and shall not replace employees of the TRAINING AGENCY. Students shall receive no compensation for services rendered incidental to their participation in the training program.
6. Students shall be subject to the authority, policies, and regulations of WITC and subject to the applicable standards and policies set by the TRAINING AGENCY for its own employees.
7. WITC will at all times insure its instructors for worker's compensation.
8. The official representative of WITC shall be the Vice President, Administrative Services. The official representative of the TRAINING AGENCY shall be the Agency Administrator. That individual who will represent either party at the level of implementation will be the program Dean of WITC and the designee of the TRAINING AGENCY.
9. This agreement shall remain in continuous effect for the duration of the training program as specified on the signature page. This agreement may be modified or terminated by either party upon one hundred and eighty (180) days prior written notice to the other, provided however, that no such modification or termination shall be effective for training of any student who has previously commenced the course in progress.
10. Any changes in the agreement shall be by mutual consent of both parties, shall be in writing, and shall be attached to this agreement as an addendum.

C. RESPECTIVE LEGAL RESPONSIBILITY

1. WITC agrees to indemnify, hold harmless and defend the TRAINING AGENCY, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the TRAINING AGENCY as a result of negligence of WITC, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. The TRAINING AGENCY is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
2. The TRAINING AGENCY shall maintain general liability insurance for the TRAINING AGENCY'S premises and while engaged in activities under this Agreement.
3. Neither party shall assign its rights or delegate its duties under this Agreement without the prior consent of the other party. Any attempt by either party to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party shall be void.

4. This Agreement and the performance hereof, shall be governed and construed in accordance with the laws of the State of Wisconsin, and/or other states as applicable.
5. The invalidity or unenforceability of any provision of this Agreement or the application thereof to any person or circumstances shall not affect or impair the validity or enforceability of any other provision hereof. Any provision of this Agreement that is subsequently determined to be invalid or unenforceable because of contravention of any applicable law, statute or government regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation or unenforceability, and such provision, as so amended shall remain in full force and effect.
6. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon actual delivery of five (5) business days subsequent to mailing, by registered or certified mail, return receipt requested, postage prepaid, or with receipt of hand delivery, addressed to the following:

If To The TRAINING AGENCY
Jason Crane
ISD 709
215 N 1st Ave E
Duluth MN 55802

If To WITC
Wisconsin Indianhead Technical College
Administrative Office
505 Pine Ridge Dr
Shell Lake WI 54871
ATTN: Steve Decker


7. Any dispute under this Agreement shall be submitted to binding arbitration under the then prevailing rules of the American Arbitration Association. Judgment upon any award made in such arbitration may be entered in any court of competent jurisdiction.
8. Nothing contained in this Agreement shall create a relationship of employer-employee, principal-agent, partnership, or joint venturer between the parties and, therefore, the students are not entitled to any benefits or compensation from the TRAINING AGENCY which may be due employees of the TRAINING AGENCY. The TRAINING AGENCY shall receive no remuneration for any services provided by the students under the Program governed by this Agreement. At no time shall the students act as an employee, agent, partner, or joint venturer of the TRAINING AGENCY for any purpose whatsoever. The students shall have neither the authority to bind the TRAINING AGENCY to any contract or agreement, nor to make any commitments of any kind for or on behalf of the TRAINING AGENCY.
9. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
10. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall control.
11. WITC and the TRAINING AGENCY shall each bear their own costs associated with this agreement and no payment is required by either WITC or the TRAINING AGENCY to the other party.
12. The TRAINING AGENCY agrees that in fulfilling the duties of this agreement, the TRAINING AGENCY is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and any regulations promulgated pursuant to the Act. WITC IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

WISCONSIN INDIANHEAD
TECHNICAL COLLEGE

TRAINING AGENCY

ISD 709

(Health Agency Name)

by: 
(Steve Decker
Chief Financial Officer)

by: 
(Agency Administrator or designee)

Please print name: Bill Hanson

PROGRAM(S): Occupational Therapy Assistant

DATES: October 17, 2012 to June 30, 2013

Copies filed at:
WITC Administrative Office
Affiliating Agency

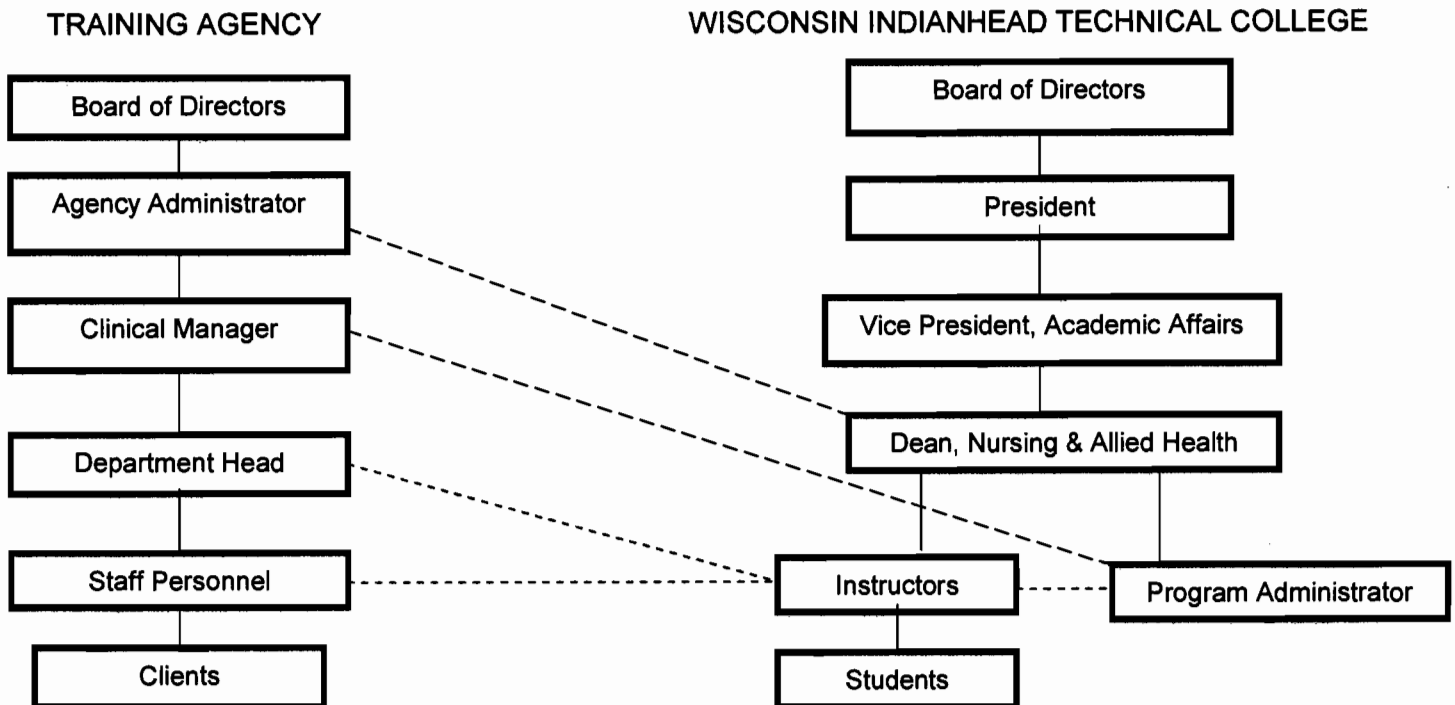
EXHIBIT A

WISCONSIN INDIANHEAD TECHNICAL COLLEGE EXTENDED LABORATORY EXPERIENCE

OCCUPATIONAL THERAPY ASSISTANT

- A. General objectives of the Extended Laboratory Experience are to provide the student an opportunity to:
1. Observe and participate in the roles and relationships of the various levels of health care personnel.
 2. Reinforce their theoretical knowledge by applying facts and principles derived from theory to meet health needs and to promote optimal health practices.
 3. Experience the actual job setting prior to employment in that setting as an occupational therapy assistant. Within this setting the student shall have opportunity to:
 - a. Demonstrate professional behaviors, ethical standards, values, and attitudes of the occupational therapy profession.
 - b. Practice within the distinct role and responsibility of the occupational therapy assistant.
 - c. Advocate for the profession, services, and consumers.
 - d. Value lifelong learning and the need to keep current with best practice.
 - e. Apply occupational therapy principles and intervention tools to achieve expected outcomes.
 - f. Serve a diverse population in a variety of systems that are consistent with entry-level practice.

B. Communication between agencies will follow the lines portrayed in the following diagram.



The dotted lines (-----) indicate communication, coordinator and consultative relationships.
The straight lines (____) indicate direct responsibility and accountability.

(OVER)

OCCUPATIONAL THERAPY ASSISTANT - continued

C. Evaluation of Extended Laboratory Experience shall be according to the following guidelines:

1. Individual course evaluation

After each of the health careers courses, input will be obtained from faculty, students, and agency staff regarding the following items:

- (a) Attainment of course objectives.
- (b) Conduciveness of agency climate to student learning.
- (c) Competency of faculty teaching in the agency.
- (d) Future planning and development.

2. Program Evaluation

At the completion of each health career program, input will be obtained from faculty, students, and agency staff regarding the following items:

- (a) Achievement of purposes and overall objectives of the program.
- (b) Future planning and development.