



**Independent School District 834
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
School Board Special Meeting Agenda – July 7, 2022 8:00 a.m.**

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Consent Agenda**
 - A. Minutes of June 23, 2022 Business Meeting
 - B. Payment of Invoices – June 25, 2022 – July 8, 2022
 - C. Chromebook Cases Quote for One to One program
 - D. Classroom Video (AVI)
 - E. Accurate Health Care One to One Contracts
 - F. Human Resources Personnel Report
- V. **Adjournment**
 - A. Adjourn



Agenda Item I.
Date Prepared: June 29, 2022
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: July 7, 2022

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: June 29, 2022
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: July 7, 2022

Background:

The School Board Chair will ask the secretary to take the roll. A quorum must be established in order for the meeting to proceed.

Board Members

Alison Sherman, Chair

Katie Hockert, Vice Chair

Annie Porbeni, Clerk

Beverly Petrie, Treasurer

Pete Kelzenberg, Director

Tina Riehle, Director

Vivian Votava, Director

Dr. Mike Funk Superintendent, Ex-Officio

Recommendation:

Board action is not required.



**Agenda Item III.
Date Prepared: June 29, 2022
ISD 834 Board Meeting**

Agenda Item: Approval of the Agenda
Meeting Date: July 7, 2022

Background:

Once quorum has been established the School Board Chair will request approval of the meeting agenda.

Recommendation:

A motion and a second to approve the meeting agenda will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Agenda Item: Consent Agenda
Meeting Date: July 7, 2022
Contact Person: Varies by item

Agenda Item IV. A.B.C.D.E.F.
Date Prepared: June 29, 2022
ISD 834 Board Meeting

Background:

The consent agenda is a meeting practice which packages routine reports, Board meeting minutes, and other non-controversial items not requiring discussion or independent action as one agenda item. The Board will approve this ‘package’ of items together in one motion.

A. School Board Special Meeting Minutes, June 23, 2022

Contact Person: Dr. Annie Porbeni, Clerk or Joan Hurley, Secretary

A copy of the minutes is included for your review.

B. Payment of Invoices –

Contact Person: Dr. John Thein, Director, Finance

A copy of the register has been distributed to board members.

C. Chromebook Cases Quote for One to One program

Contact Person: Mr. John Perry, Director, Learning Technology and Design Systems

A copy of the expenditure form is included for your review.

D. Classroom Video (AVI)

Contact Person: Mr. John Perry, Director, Learning Technology and Design Systems

A copy of the expenditure form is included for your review.

E. Accurate Health Care One to One Contract

Contact Person: Mr. Paul Lee, Director, Student Support Service

A copy of the expenditure form is included for your review.

F. Human Resources Personnel Report

Contact Person: Ms. Cindy Gustafson, Director, Human Resources

A summary of personnel transactions for the month is included for your review

Recommendation:

BE IT RESOLVED by the School Board of Independent School District 834 – Stillwater Area Public Schools that Consent Agenda Items A through F be approved as written, and a copy of the agenda items is attached to the minutes.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Independent School District No. 834 – Stillwater Area Public Schools
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
June 23, 2022 – 6:30 p.m. Business Meeting Minutes

I. Public Comment

- Julie Jacobs - MCA Goals, Budget and Community Involvement

II. Call to Order: The meeting was called to order at 6:35 p.m.

III. Roll Call: Present: Alison Sherman, chair, Katie Hockert, vice chair, Beverly Petrie, treasurer, Vivian Votava, director, Pete Kelzenberg, director

Not present: Annie Porbeni, clerk, Tina Riehle, director

IV. Pledge of Allegiance

V. Approval of Agenda

Motion to approve the agenda by: Member Sherman; second by: Member Petrie; Vote: 5 ayes, 0 nays; Motion carried unanimously.

VI. Superintendent Report

- Superintendent Lansfedt shared an update on the spring sporting events.
- She shared her gratitude to the community and thanked them for supporting our Stillwater students, staff and families.

VII. Board Chair Report

- The School Board thanked Superintendent Lansfeldt for all she has done for the district and community during an extremely difficult and challenging time. She is patient and supportive and always puts the students first. Superintendent Lansfeldt stepped up and led us through a levy and a pandemic. We are grateful for all of the work and service she has done for the district.

VIII. Consent Agenda

- A. Minutes of June 9, 2022 Business Meeting
- B. Payment of Invoices – June 11, 2022 – June 24, 2022
- C. Accept Gifts and Donations – May 2022
- D. Treasurer’s Report – May 2022
- E. Fiscal Year 2022 Census
- F. School Nutrition Program Joint Agreement with Pankalo 916 Program
- G. School Nutrition Program Joint Agreement with NE Metro 916 Program
- H. Early Childhood Family Center (ECFC) with NE Metro Intermediate School District 916
- I. Collaborative School Transportation (CSTMN) Contract
- J. Transportation Contract with Twin City Transportation (TCT)
- K. CliftonLarsonAllen LLP
- L. Human Resources Personnel Report

Motion to approve item A, B, C, D, E, F, G, H, I, J, K, L by: Member Kelzenberg; second by: Member Hockert; Vote: 5 ayes, 0 nays; Motion carried unanimously.

IX. Action Item

- A. Long-Term Facilities Maintenance 10 Year Plan – Mr. Mark Drommerhausen
Mr. Mark Drommerhausen presented a comprehensive list of projects that qualify for Long-Term Facility Maintenance funding at the June 9, 2022 school board business meeting.

Motion to approve the Long-Term Facilities Maintenance 10 Year Plan by: Member Petrie; second by: Member Sherman; Vote: 5 ayes, 0 nays; Motion carried unanimously.

- B. 2022-2023 Preliminary Budget - Dr. John Thein
Dr. Thein presented the draft 2022-2023 Preliminary Budget at the June 9, 2022 board business meeting. The Board of Education is required by law to adopt a preliminary budget by June 30, 2022.

Fund	2022-23 Revenue Budget	2022-23 Expenditure Budget
General Fund	125,950,000	123,528,417
Food Service Fund	4,806,085	4,864,842
Community Service Fund	7,231,778	7,372,606
Sub-Total Operating Funds	137,987,863	135,765,865
Building Construction Fund	2,000	1,800,000
Debt Service Fund	9,704,495	9,691,675
Sub-Total Non-Operating Funds	9,706,495	11,491,675
Trust Fund	10,000	10,000
Total All Funds	147,704,358	147,267,540

Motion to approve the 2022-2023 Preliminary Budget by: Member Petrie; second by: Member Kelzenberg; Vote: 5 ayes, 0 nays; Motion carried unanimously.

- C. 2021-2023 Cafeteria Employees Master Contract – Ms. Cindy Gustafson
Under the terms of the agreements, the salary schedule was increased by 1.5% in year one and 2.75% in year two.

Motion to approve the 2021-2023 Cafeteria Employees Master Contract by: Member Sherman; second by: Member Hockert; Vote: 5 ayes, 0 nays; Motion carried unanimously.

- D. 2022-2024 Terms and Conditions of Employment for Community Education Leads and Assistants – Ms. Cindy Gustafson
Under the terms of the agreements, the salary schedule was increased by 1.5% in year one plus an additional \$1 per hour on the matrix and 2.75% in year two.

Motion to approve the 2022-2024 Terms and Conditions of Employment for Community Education Leads and Assistants by: Member Petrie; second by: Member Kelzenberg; Vote: 5 ayes, 0 nays; Motion carried unanimously.

X. Reports

- A. District Handbook - Ms. Carissa Keister
Dr. Cherry reviewed the district handbook that will come to a future meeting for approval.

Adjournment

- A. The meeting adjourned at 7:41 p.m.
Respectfully submitted, Alison Sherman, Board Chair

EXPENDITURE APPROVAL FORM Fiscal Year 2021-2022

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$100,000.

REQUESTED BY: John Perry **DATE:** 07/07/2022

DESCRIPTION OF REQUEST

School board approval for 5,000 Gumdrop DropTech cases for the recently approved Chromebooks for the 1:1 program.

FINANCIAL IMPACT

\$110,000.00

Budget(s) Impacted:

Is This a One-Time Expenditure?

- Yes**, once implemented there will be no ongoing costs
- No**, it will need to be funded indefinitely
- No**, it will need to be funded for Fiscal Years 2020-?

Is there an off-setting revenue source(s)?

- Yes** List Source(s):
- No** Tech Levy

PROGRESS MONITORING



Vivacity Tech PBC
 641 Fairview Ave #150
 Saint Paul, MN 55104
 877-731-2069

Quote# **224985**
 Expires: 07/15/2022

Project Name
 (5,000) Gumdrop
 500e/300e Case

PREPARED FOR	SALES REPRESENTATIVE
<p>John Perry perryj@stillwaterschools.org Stillwater Area Public SD</p>	<p>John Buyse Regional Sales Manager - West 877-731-2069 x 120 jbuyse@vivacitytech.com</p>

FLYER	PRODUCT	DESCRIPTION	QTY	PRICE	TOTAL
	Gumdrop DropTech for Lenovo 500e/ 500w/ 300e/ 300w (01L010)	<ul style="list-style-type: none"> Reinforced air-cell corners flex to offer maximum shock absorption 2-piece case with rugged, co-molded TPU tread on top and bottom shells Easy slide and clip-on installation Ideal for take-home device programs Interior shock ribs to cushion devices in falls 	5000	\$22	\$110,000.00

Credit Card Payments are Subject to an Additional 3% Fee.

Contract
 MHEC - Lenovo (MHEC-10272015)

Sub Total	\$110,000.00
Shipping	\$0.00
Tax	0
Grand Total	\$110,000.00

Pricing provided on Quotes expires on the expiration date stated on each Quote or while supplies last. If pricing is no longer accurate at the time of purchase your dedicated Account Manager will work with you to create an updated Quote.

We're excited about this opportunity to work with you and your school district. If you have questions or concerns, please check with your dedicated Account Manager listed on this quote, or contact our Sales Team at **(877) 731-2069 option 1** or **sales@vivacitytech.com**.

Vivacity Tech is the first Public Benefit Corporation to provide hardware technology to schools, as such we are required to give back a portion of our profits to schools for technology purposes. We believe we have a responsibility to ensure our nation's students succeed. Our efforts go far beyond selling products and begin with our team forming long-lasting partnerships focused on school districts' success.

EXPENDITURE APPROVAL FORM Fiscal Year 2021-2022

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$100,000.

REQUESTED BY: John Perry **DATE:** 07/07/2022

DESCRIPTION OF REQUEST

School board approval for 50 NEWLINE Interactive Displays and 50 mobile stands from AVI Systems, Inc. This includes 30 x 75" displays for elementary sites, and 20 x 86" displays for secondary sites. This includes installation/build of carts by AVI Systems, Inc. totaling \$165,750.00.

FINANCIAL IMPACT

\$165,750.00

Budget(s) Impacted:

Is This a One-Time Expenditure?

Yes, once implemented there will be no ongoing costs

No, it will need to be funded indefinitely

No, it will need to be funded for Fiscal Years 2020-?

Is there an off-setting revenue source(s)?

Yes List Source(s):

No Tech Levy

Quote



AVI Systems Inc., 9675 W 76th St Eden Prairie, MN, 55344 | Phone: (952)949-3700, Fax: (952)949-6000

Quote Number: 1123898

Prepared For: Stillwater Schools ISD 834

Attn: John Perry

Quote Date: June 20, 2022

Stillwater Schools ISD 834 - 2022 Summer Newline

Displays

Prepared By: Andrew Polehna

Phone: 651.303.1170

Email: Andrew.Polehna@avisystems.com

BILL TO

Attn: John Perry

Stillwater Schools ISD 834

1875 Greeley St. S.

Stillwater, MN, 55082

Phone: (651) 351-8340

Email:

Customer Number: SSI0013

SHIP TO

Attn:

Stillwater Schools ISD 834

1875 Greeley St. S.

Stillwater, MN, 55082

Phone: 6513518340

Email:

PRODUCTS AND SERVICES SUMMARY

Equipment	\$165,750.00
Support	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$165,750.00

The price quoted reflect a discount for a cash payment (i.e., check, wire transfer), credit card payment or other financing are subject to different pricing.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Quote.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI will invoice upon the Substantial Completion Notice. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are delivered. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Quote will, together with the [AVI General Terms & Conditions](https://www.avisystems.com/termsofsale/) (which can be found at <https://www.avisystems.com/termsofsale/>) form a binding agreement between Customer and AVI. (This Quote and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Cully J Przymus

Signature

Cully J Przymus

Printed Name

06/28/22

Date

PRODUCTS AND SUPPORT DETAIL

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
TT-8621Q	NEWLINE	860Q 86" - 4K LED 4K Multi-Touch Display w/ USB Type-C & Wall Mount	20	\$3,500.00	\$70,000.00
TT-7521Q	NEWLINE INTERA	750Q 75" - 4K LED 4K Android 11.0 Multi-Touch Display w/ USB Type-C & Wall Mount	30	\$2,525.00	\$75,750.00
EPR8A50500-SQR	NEWLINE	Mobile Stand	50	\$400.00	\$20,000.00
Sub-Total:					\$165,750.00
Total:					\$165,750.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.



EXPENDITURE APPROVAL FORM
Fiscal Year 2022-2023

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$100,000.

REQUESTED BY: Paul Lee, Director of Student Support Services **DATE:** 6/15/2022

DESCRIPTION OF REQUEST

Contract for Services with Accurate Health Care for one-to-one nursing services. Based on the IEP identified one-on-one nursing needs of student(s) with complex medical conditions the services identified in this agreement are required to meet the educational needs of student(s).

FINANCIAL IMPACT

Budget(s) Impacted: maximum \$205,263 based on attending school each instructional day.
Special education budget (740)

Is This a One-Time Expenditure?

- Yes**, once implemented there will be no ongoing costs
- No**, it will need to be funded indefinitely

X **No**, it will need to be funded for Fiscal Years 2022-2023 based on IEP determined need.

Is there an off-setting revenue source(s)?

X **Yes** List Source(s): **MA Billing Revenue**
Amount: \$31,500 - Estimate

No

PROGRESS MONITORIN

Student need and progress is reviewed and reported twice a year at the same time as general education grade reports are completed (end of each semester).

**Contract for Services
2022-2023 School Year
Agreement between Accurate Home Care LLC.
and
ISD 834, Stillwater Area Public Schools**

This agreement is between *Accurate Home Care, LLC., 9000 Quantrelle Ave NE, Suite, 200,
Otsego, MN 55330, Contractor, and
Stillwater Area Public Schools, 1875 South Greeley Street, Stillwater, MN 55082*

Scope of Service

- Accurate Home Care shall provide the services described in attached addendum 1 to [REDACTED]
- Accurate Home Care shall hold appropriate licensure for provision of services.
- District requires a current copy of license for individuals providing services.
- Services are consultative with special education staff.
- Accurate Home Care shall provide a copy of Criminal Background Report for nurses providing services, upon request.
- Services to be provided at school sites and/or home depending on the school model, and district provided transportation to and from school if needed. Services will be paid up to 7.5 hours per day.

Payment

The cost of services shall be as defined in the fees section. Accurate Home Care shall submit monthly invoice to the district for services provided, and corresponding daily nursing logs to the district for services provided, as identified below. Daily nursing logs must be completed with duties performed and time spent, up to a total of 7.5 hours per day. Payment will be made within 35 days of receipt of detailed invoice and agency nursing notes, upon request. Payments shall be mailed to:

Accurate Home Care
9000 Quantrelle Ave NE, #200
Otsego, MN 55330

The school invoice will be sent to:
Stillwater Area Public Schools
Attn: Amanda Brunsvold
1875 South Greeley Street
Stillwater, MN 55082

Fees

\$61.20/hour for RN Services; \$45.92/hour for LPN Services

Independent Contractor

For the purposes of this Contract, Accurate Home Care is an independent contractor. Nothing contained in this Contract is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Contract shall be construed so as to find Accurate Home Care, its employees, agents or representatives to be employees or agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

Hold Harmless

Accurate Home Care shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Accurate Home Care in the execution, performance, or failure to adequately perform Accurate Home Care's obligations under this Contract.

Insurance

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

- 1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:
 - Bodily Injury by Accident \$1,000,000 Each Accident
 - Bodily Injury by Disease \$1,000,000 Each Employee
 - Bodily Injury by Disease \$1,000,000 each Policy Limit

- 2. General Liability Insurance
 - A. Commercial Liability Policy – Occurrence (Form CG 00 01 98 or its equivalent)
 - Each Occurrence \$1,000,000
 - Personal Injury Liability \$1,000,000
 - Products/Completed Operations Aggregate \$3,000,000
 - General Aggregate \$3,000,000

- 3. Automobile Liability Insurance including hired/non-owned Auto.

- 4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$3,000,000 aggregate.

****The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.***

Compliance

The contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units. It shall be the obligation of Accurate Home Care to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

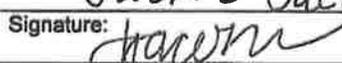
All of the data created, collected, received, stored, used, maintained, or disseminated by Accurate Home Care in performing duties pursuant to this Contract is subject to the State's regulations.

Term

The contract is effective upon signature of both parties, and shall remain in effect until the end of the school year unless otherwise agreed. Contracts shall be renewed annually.

This Contract shall be reviewed and authorized by the School District Designee.

This Contract is duly executed on this _____ day of _____, 20__.

ISD 834, Stillwater Area Public Schools	Accurate Home Care, LLC
Name: PAUL LEE	Name: Jackie Jacobson
Signature: 	Signature: 
Title: Director of Student Services	Title: VP of Operations
Date: 6/15/22	Date: 6/9/22

Addendum 1

Expectations for Accurate Home Care Nurses Providing Care in a School Setting:

- Attend to all nursing needs of the student, assist student with educational support in the classroom or through distance learning, foster peer relationships, and encourage developmentally appropriate independence.
 - The nurse will only help the assigned student, and may not provide assistance to other students or act as a teacher's aide.
- Wear or possess AHC identification badge at all times.
- Refrain from use of personal cell phone, except in the case of emergency.
- Keep the school informed of any changes that may require modification to the school schedule, with consideration to privacy of the student.
- Be attentive to the student at all times, providing ongoing assessment intervention as the student's condition warrants throughout the school day.
- Maintain close proximity and/or visual access to the student at all times or ensure student is directly supervised by school personnel. The nurse is expected to maintain a rapid response time to provide any urgent intervention warranted by the student's condition.
 - There are no designated break times during the nurse's shift.
- Provide nursing interventions in an appropriate area to minimize disruption to the student, peers, and school personnel, while maintaining the student's dignity and right to privacy.
- Maintain student-centered professional communication with appropriate faculty and staff.
 - Provide care coordination with School Nurse, AHC Clinical Manager, Physician(s), and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Complete all required documentation upon completion of each shift/school day.
- Ensure that appropriate faculty and staff are aware of the student's Emergency Action Plan, including identification of modifications to the Plan specific to the school setting.
- Maintain confidentiality at all times, pursuant to HIPAA rules and professional boundaries.

Expectations for School Faculty and/or Staff:

- Provide coordination and/or direction of classroom, instruction, and educational activities.
- Develop and implement the student's daily schedule with collaboration from the nurse regarding treatments, medication administration, therapies, and other care needs.
- Communicate directly with the parent/guardian/responsible party regarding academic or behavioral concerns. The teacher/school will not use the AHC nurse or agency as a conduit between the school and the parents.
- Facilitate peer education regarding student condition as permitted by parent/guardian/responsible party.
- Maintain confidentiality at all times.
- Maintain student-centered professional communication with agency personnel.
 - Participate in care coordination with School Nurse, AHC staff, and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Provide lifting/transfer assistance and equipment to ensure that child is transferred safely for all required cares and therapies.

**Contract for Services
2022-2023 School Year
Agreement between Accurate Home Care LLC.
and
ISD 834, Stillwater Area Public Schools**

This agreement is between *Accurate Home Care, LLC., 9000 Quantrelle Ave NE, Suite, 200, Otsego, MN 55330, Contractor, and
Stillwater Area Public Schools, 1875 South Greeley Street, Stillwater, MN 55082*

Scope of Service

- Accurate Home Care shall provide the services described in attached addendum 1 to [REDACTED]
- Accurate Home Care shall hold appropriate licensure for provision of services.
- District requires a current copy of license for individuals providing services.
- Services are consultative with special education staff.
- Accurate Home Care shall provide a copy of Criminal Background Report for nurses providing services, upon request.
- Services to be provided at school sites and/or home depending on the school model, and district provided transportation to and from school if needed. Services will be paid up to 7.5 hours per day.

Payment

The cost of services shall be as defined in the fees section. Accurate Home Care shall submit monthly invoice to the district for services provided, and corresponding daily nursing logs to the district for services provided, as identified below. Daily nursing logs must be completed with duties performed and time spent, up to a total of 7.5 hours per day. Payment will be made within 35 days of receipt of detailed invoice and agency nursing notes, upon request. Payments shall be mailed to:

Accurate Home Care
9000 Quantrelle Ave NE, #200
Otsego, MN 55330

The school invoice will be sent to:
Stillwater Area Public Schools
Attn: Amanda Brunsvold
1875 South Greeley Street
Stillwater, MN 55082

Fees

\$61.20/hour for RN Services; \$45.92/hour for LPN Services

Independent Contractor

For the purposes of this Contract, Accurate Home Care is an independent contractor. Nothing contained in this Contract is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Contract shall be construed so as to find Accurate Home Care, its employees, agents or representatives to be employees or agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

Hold Harmless

Accurate Home Care shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Accurate Home Care in the execution, performance, or failure to adequately perform Accurate Home Care's obligations under this Contract.

Insurance

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

- 1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:
 - Bodily Injury by Accident \$1,000,000 Each Accident
 - Bodily Injury by Disease \$1,000,000 Each Employee
 - Bodily Injury by Disease \$1,000,000 each Policy Limit

- 2. General Liability Insurance
 - A. Commercial Liability Policy – Occurrence (Form CG 00 01 98 or its equivalent)
 - Each Occurrence \$1,000,000
 - Personal Injury Liability \$1,000,000
 - Products/Completed Operations Aggregate \$3,000,000
 - General Aggregate \$3,000,000

- 3. Automobile Liability Insurance including hired/non-owned Auto.

- 4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$3,000,000 aggregate.

****The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.***

Compliance

The contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units. It shall be the obligation of Accurate Home Care to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

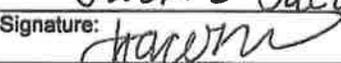
All of the data created, collected, received, stored, used, maintained, or disseminated by Accurate Home Care in performing duties pursuant to this Contract is subject to the State's regulations.

Term

The contract is effective upon signature of both parties, and shall remain in effect until the end of the school year unless otherwise agreed. Contracts shall be renewed annually.

This Contract shall be reviewed and authorized by the School District Designee.

This Contract is duly executed on this _____ day of _____, 20__.

ISD 834, Stillwater Area Public Schools	Accurate Home Care, LLC
Name: PAUL LEE	Name: Jackie Jacobson
Signature: 	Signature: 
Title: Director of Student Services	Title: VP of Operations
Date: 6/15/22	Date: 6/9/22

Addendum 1

Expectations for Accurate Home Care Nurses Providing Care in a School Setting:

- Attend to all nursing needs of the student, assist student with educational support in the classroom or through distance learning, foster peer relationships, and encourage developmentally appropriate independence.
 - The nurse will only help the assigned student, and may not provide assistance to other students or act as a teacher's aide.
- Wear or possess AHC identification badge at all times.
- Refrain from use of personal cell phone, except in the case of emergency.
- Keep the school informed of any changes that may require modification to the school schedule, with consideration to privacy of the student.
- Be attentive to the student at all times, providing ongoing assessment intervention as the student's condition warrants throughout the school day.
- Maintain close proximity and/or visual access to the student at all times or ensure student is directly supervised by school personnel. The nurse is expected to maintain a rapid response time to provide any urgent intervention warranted by the student's condition.
 - There are no designated break times during the nurse's shift.
- Provide nursing interventions in an appropriate area to minimize disruption to the student, peers, and school personnel, while maintaining the student's dignity and right to privacy.
- Maintain student-centered professional communication with appropriate faculty and staff.
 - Provide care coordination with School Nurse, AHC Clinical Manager, Physician(s), and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Complete all required documentation upon completion of each shift/school day.
- Ensure that appropriate faculty and staff are aware of the student's Emergency Action Plan, including identification of modifications to the Plan specific to the school setting.
- Maintain confidentiality at all times, pursuant to HIPAA rules and professional boundaries.

Expectations for School Faculty and/or Staff:

- Provide coordination and/or direction of classroom, instruction, and educational activities.
- Develop and implement the student's daily schedule with collaboration from the nurse regarding treatments, medication administration, therapies, and other care needs.
- Communicate directly with the parent/guardian/responsible party regarding academic or behavioral concerns. The teacher/school will not use the AHC nurse or agency as a conduit between the school and the parents.
- Facilitate peer education regarding student condition as permitted by parent/guardian/responsible party.
- Maintain confidentiality at all times.
- Maintain student-centered professional communication with agency personnel.
 - Participate in care coordination with School Nurse, AHC staff, and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Provide lifting/transfer assistance and equipment to ensure that child is transferred safely for all required cares and therapies.

**Contract for Services
2022-2023 School Year
Agreement between Accurate Home Care LLC.
and
ISD 834, Stillwater Area Public Schools**

This agreement is between *Accurate Home Care, LLC., 9000 Quantrelle Ave NE, Suite, 200,
Otsego, MN 55330, Contractor, and
Stillwater Area Public Schools, 1875 South Greeley Street, Stillwater, MN 55082*

Scope of Service

- Accurate Home Care shall provide the services described in attached addendum 1 to [REDACTED]
- Accurate Home Care shall hold appropriate licensure for provision of services.
- District requires a current copy of license for individuals providing services.
- Services are consultative with special education staff.
- Accurate Home Care shall provide a copy of Criminal Background Report for nurses providing services, upon request.
- Services to be provided at school sites and/or home depending on the school model, and district provided transportation to and from school if needed. Services will be paid up to 7.5 hours per day.

Payment

The cost of services shall be as defined in the fees section. Accurate Home Care shall submit monthly invoice to the district for services provided, and corresponding daily nursing logs to the district for services provided, as identified below. Daily nursing logs must be completed with duties performed and time spent, up to a total of 7.5 hours per day. Payment will be made within 35 days of receipt of detailed invoice and agency nursing notes, upon request. Payments shall be mailed to:

Accurate Home Care
9000 Quantrelle Ave NE, #200
Otsego, MN 55330

The school invoice will be sent to:
Stillwater Area Public Schools
Attn: Amanda Brunsvold
1875 South Greeley Street
Stillwater, MN 55082

Fees

\$61.20/hour for RN Services; \$45.92/hour for LPN Services

Independent Contractor

For the purposes of this Contract, Accurate Home Care is an independent contractor. Nothing contained in this Contract is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Contract shall be construed so as to find Accurate Home Care, its employees, agents or representatives to be employees or agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

Hold Harmless

Accurate Home Care shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Accurate Home Care in the execution, performance, or failure to adequately perform Accurate Home Care's obligations under this Contract.

Insurance

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

- 1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:
 - Bodily Injury by Accident \$1,000,000 Each Accident
 - Bodily Injury by Disease \$1,000,000 Each Employee
 - Bodily Injury by Disease \$1,000,000 each Policy Limit
- 2. General Liability Insurance
 - A. Commercial Liability Policy – Occurrence (Form CG 00 01 98 or its equivalent)
 - Each Occurrence \$1,000,000
 - Personal Injury Liability \$1,000,000
 - Products/Completed Operations Aggregate \$3,000,000
 - General Aggregate \$3,000,000
- 3. Automobile Liability Insurance including hired/non-owned Auto.
- 4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$3,000,000 aggregate.

****The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.***

Compliance

The contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units. It shall be the obligation of Accurate Home Care to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

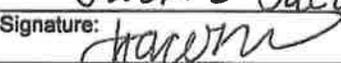
All of the data created, collected, received, stored, used, maintained, or disseminated by Accurate Home Care in performing duties pursuant to this Contract is subject to the State's regulations.

Term

The contract is effective upon signature of both parties, and shall remain in effect until the end of the school year unless otherwise agreed. Contracts shall be renewed annually.

This Contract shall be reviewed and authorized by the School District Designee.

This Contract is duly executed on this _____ day of _____, 20__.

ISD 834, Stillwater Area Public Schools	Accurate Home Care, LLC
Name: PAUL LEE	Name: Jackie Jacobson
Signature: 	Signature: 
Title: Director of Student Services	Title: VP of Operations
Date: 6/15/22	Date: 6/9/22

Addendum 1

Expectations for Accurate Home Care Nurses Providing Care in a School Setting:

- Attend to all nursing needs of the student, assist student with educational support in the classroom or through distance learning, foster peer relationships, and encourage developmentally appropriate independence.
 - The nurse will only help the assigned student, and may not provide assistance to other students or act as a teacher's aide.
- Wear or possess AHC identification badge at all times.
- Refrain from use of personal cell phone, except in the case of emergency.
- Keep the school informed of any changes that may require modification to the school schedule, with consideration to privacy of the student.
- Be attentive to the student at all times, providing ongoing assessment intervention as the student's condition warrants throughout the school day.
- Maintain close proximity and/or visual access to the student at all times or ensure student is directly supervised by school personnel. The nurse is expected to maintain a rapid response time to provide any urgent intervention warranted by the student's condition.
 - There are no designated break times during the nurse's shift.
- Provide nursing interventions in an appropriate area to minimize disruption to the student, peers, and school personnel, while maintaining the student's dignity and right to privacy.
- Maintain student-centered professional communication with appropriate faculty and staff.
 - Provide care coordination with School Nurse, AHC Clinical Manager, Physician(s), and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Complete all required documentation upon completion of each shift/school day.
- Ensure that appropriate faculty and staff are aware of the student's Emergency Action Plan, including identification of modifications to the Plan specific to the school setting.
- Maintain confidentiality at all times, pursuant to HIPAA rules and professional boundaries.

Expectations for School Faculty and/or Staff:

- Provide coordination and/or direction of classroom, instruction, and educational activities.
- Develop and implement the student's daily schedule with collaboration from the nurse regarding treatments, medication administration, therapies, and other care needs.
- Communicate directly with the parent/guardian/responsible party regarding academic or behavioral concerns. The teacher/school will not use the AHC nurse or agency as a conduit between the school and the parents.
- Facilitate peer education regarding student condition as permitted by parent/guardian/responsible party.
- Maintain confidentiality at all times.
- Maintain student-centered professional communication with agency personnel.
 - Participate in care coordination with School Nurse, AHC staff, and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Provide lifting/transfer assistance and equipment to ensure that child is transferred safely for all required cares and therapies.

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Berg, Julie	Resignation	Paraprofessional 6.0 hrs/day Oak-Land Middle School	SCPA	June 30, 2022
Denny, Matthew	Resignation	1.0 FTE Elementary Education Teacher Brookview Elementary	SCEA	June 6, 2022

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Biel, Rebecca	Coordinator - Teaching & Learning Humanities Central Services	\$92,892.00	2022-2023 Staffing	CSS	July 11, 2022
Gella, Lauren	Community Education Assistant Lake Elmo Elementary	15.63 / hour	2021-2022 Staffing	CE Leads & Assistants	June 3, 2022 - August 19, 2022
Hoekstra, Skye	Coordinator - Teaching & Learning Literacy Central Services	\$92,892.00	2022-2023 Staffing	CSS	July 7, 2022
Whisler, Brianna Rehire	1.0 FTE Elementary Education Teacher Brookview Elementary	\$49,420.00	Replacement	SCEA	August 22, 2022
Will, Jerusha	.8 FTE AVID & English Teacher Stillwater Middle School	\$69,187.00	Replacement	SCEA	August 16, 2022

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Hill, Josiah	1.0 FTE Interim Assistant Principal Stillwater Middle School	1.0 FTE Instructional Coach Oak-Land Middle School	Replacement	SCEA	July 1, 2022

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Collier, Trenese	Community Education Assistant - School Readiness	2021-2022 Staffing	CE Leads & Assistants	June 29, 2022 - July 20, 2022
Watson, Madison	Community Education Assistant - School Readiness	2021-2022 Staffing	CE Leads & Assistants	June 29, 2022 - August 2, 2022



Agenda Item: Adjournment
Meeting Date: July 7, 2022
Contact Person: School Board Chair

Agenda Item V. A.
Date Prepared: June 29, 2022
ISD 834 Board Meeting

The meeting must formally adjourn.