

Chisholm School District School Board Meeting Agenda

Monday, June 13, 2022 at 5:00 PM
Addendum to the Regular Meeting
Chisholm School Board Room

I. Action Agenda

A. H. Motion to approve the provider agreement between Chisholm Independent School District 695 and Recover health of Minnesota, inc. d/b/a/ AVEANNA Healthcare for healthcare services effective June 8, 2022 through June 30, 2023. 2

Attachments:

Recover Health Aveanna Contract 2

B. I. Motion to approve payment to Johnson Controls in the amount of \$6,971.00 for the purchase and installation of an Air Dryer. 9

Attachments:

Johnson Controls Proposal 9

II. Information

A. Read Well by Third Grade 2022 Literacy Plan
B. Comprehensive Attendance Plan "Procedure" 13

Attachments:

Comprehensive Attendance plan Procedure 13

PROVIDER AGREEMENT

This Provider Agreement (the "Agreement"), dated **June 8, 2022**, is between **Chisholm Independent School District 695** ("SCHOOL") and **Recover Health of Minnesota, Inc. d/b/a AVEANNA Healthcare** ("AVEANNA") with a location at 5900 Green Oak Drive Suite #200 Minnetonka, MN 55343-4797.

WHEREAS SCHOOL desires that AVEANNA provide healthcare services to SCHOOL's student(s) on behalf of SCHOOL and that such services are rendered by nurses; physical, occupational, and speech therapists and/or assistants; paraprofessional aides; and social workers, and other services outlined in Schedule A, as appropriate ("Personnel"); and

WHEREAS, AVEANNA has Personnel available to perform healthcare services as outlined in the Agreement; and

WHEREAS AVEANNA desires to provide healthcare services to the SCHOOL's students in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties intended to be legally bound, agree as follows:

1. Obligations of AVEANNA.

a. General. AVEANNA shall provide on a non-exclusive basis the services ("Services") described on Schedule A (attached hereto and incorporated herein) to SCHOOL during the term of this Agreement in such amounts as SCHOOL shall require in its sole discretion. There is no requirement imposed upon SCHOOL pursuant to this Agreement to purchase any quota of Services hereunder. AVEANNA represents and warrants that it and all of its employees and subcontractors providing Services pursuant to this Agreement hold and will continue to hold all federal, state and local licenses required by law in order to render the Services. agreed to herein.

b. Provision of Services. AVEANNA shall schedule Services as requested by the SCHOOL. AVEANNA shall comply with all relevant policies and procedures of SCHOOL and AVEANNA, including the handling of student records, emergency procedures and student complaints.

c. Personnel. AVEANNA shall be responsible for providing qualified personnel to deliver the Services pursuant to this Agreement. AVEANNA shall not subcontract any of the Services to be performed without the prior written consent of SCHOOL. Personnel shall meet all federal, state or local health screening requirements.

d. Background Checks. AVEANNA will have conducted criminal background checks on each of its employees who provide Services under this Agreement, and, with respect to its background checks, AVEANNA agrees to adhere to the requirements specified and governed by state and local laws.

e. Invoice. AVEANNA shall provide SCHOOL with weekly or monthly invoices as indicated on the signature page. FINAL INVOICES for the school year MUST be received by the SCHOOL by the date indicated on the signature page.

2. Obligations of SCHOOL.

a. General. SCHOOL shall purchase from AVEANNA, on a non-exclusive basis, during the term of this Agreement the Services in such amounts as SCHOOL elects to purchase. SCHOOL shall pay only for the Services actually provided.

b. Fee Schedule. SCHOOL shall pay AVEANNA for Services rendered in accordance with

Schedule A (attached hereto and incorporated herein by reference). SCHOOL shall not be obligated to pay for any Services delivered by AVEANNA that were not requested by SCHOOL.

c. **Payment Terms.** The SCHOOL's billing contact information, whether the billing frequency is to be monthly or weekly, and the date by which final invoices must be received will be indicated on this Agreement's signature page, and such terms are incorporated herein. All payments to be made by SCHOOL to AVEANNA under this Agreement are due thirty (30) days from SCHOOL's receipt of a related invoice SCHOOL's obligation for payment to AVEANNA is independent of any reimbursement received by SCHOOL from any other source.

d. **Non-Solicitation of AVEANNA Employees.** (1) During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly solicit for employment any individual employed by the other party with whom the party has come in contact as a result of the services provided pursuant to this Agreement.

(2) This restriction does not prohibit a party from entering into discussions or hiring an employee of the other party who approaches said party on his or her own initiative without any solicitation prohibited in this Section 2.d or from placing general advertisements or using search firms that are not directed at the other party's employees and then hiring any employee of the other party resulting from such general, non-targeted efforts. The restriction does not apply to routine, indirect solicitation or recruiting (e.g., advertisement or announcement of a job opening on the internet or in print).

(3) The parties acknowledge that the restriction contained in this Section 2.d., in view of the nature of the business in which they are engaged, is reasonable and necessary to protect the legitimate interests of each, and that any violation thereof may result in injuries to the affected party. The parties therefore acknowledge that, in the event this restriction is violated, the affected party will be entitled to apply to a court for injunctive relief. Such right will be cumulative and in addition to any other rights or remedies to which the affected party may be entitled.

(4). The parties acknowledge that it would be impractical and extremely difficult to anticipate or determine a party's actual damages in the event of a violation of this provision. Accordingly, upon a breach of this provision, the breaching party shall pay the non-breaching party a fee of Five Thousand Dollars (\$5,000) as liquidated damages, which the parties agree is not a penalty.

3. **Term/Termination.**

This Agreement shall be effective June 8, 2022, through June 30, 2023. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

4. **Miscellaneous.**

a. **Indemnification.**

(i) To the extent allowed by law, SCHOOL shall defend, indemnify and hold harmless AVEANNA and each of its officers, directors, employees, and agents (the "AVEANNA Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees and disbursements) ("Indemnified Amounts") incurred by the AVEANNA Parties or any of them as a result of, or arising out of, or relating to SCHOOL's negligent acts or omissions or willful misconduct.

(ii) AVEANNA shall defend, indemnify and hold harmless SCHOOL and each of its officers, directors, employees, and agents (the "SCHOOL Parties"), from and against any and all Indemnified Amounts incurred by the SCHOOL Parties or any of them as a result of, or arising out of, or relating to AVEANNA's negligent acts or omissions or willful misconduct.

b. Insurance. As applicable and permissible by State Law, each party agrees to maintain the following insurance covering its activities performed pursuant to this Agreement.

(i) Comprehensive General Liability in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(iii) Worker's Compensation in accordance with applicable statutory requirements.

(iv) Each party shall make a good faith effort to assure that its insurance policy shall be endorsed to provide for written notification to the other party by the insurer not less than 30 days prior to cancellation, expiration or material change in insurance coverage. Certificates of insurance relevant to this Agreement shall be furnished upon reasonable request.

In the event that SCHOOL requires AVEANNA personnel to accompany student during transport to and from school or to and from alternate sites for SCHOOL related events, SCHOOL shall maintain automobile liability coverage with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury.

c. Independent Contractor. AVEANNA shall be an independent contractor and will employ appropriate personnel to deliver the Services. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. In no event shall any employee of AVEANNA be considered an employee or agent of the SCHOOL. AVEANNA is responsible for meeting all tax obligations related to its employees and for maintaining all required insurance coverage related to its employees, including workers' compensation insurance.

d. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, however, either party may assign this Agreement to any of its wholly owned affiliates at any time upon giving notice to the other party.

e. Confidentiality. AVEANNA, by executing this Agreement, agrees to make every reasonable effort to comply with the laws and regulations relevant to SCHOOL's responsibility to protect the privacy and confidentiality of SCHOOL's students and employees and related information and data. AVEANNA will take reasonable measures to maintain the privacy, confidentiality and security of all such information and data. Aveanna agrees to abide by applicable laws, regulations, policies, standards and the like of any government entity having jurisdiction, including but not limited to, all requirements of the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act. For purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates AVEANNA as a school official with legitimate educational interest in the educational records of the students to whom AVEANNA provides Services to the extent that access to the records are required by AVEANNA for provision of the Services. AVEANNA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Aveanna may not use the names of any students or any private, confidential, or personally identifiable information pertaining to any of School's students or employees, or any of School's confidential information or data except as necessary for the performance of this Agreement. Except as provided above, Aveanna may not disclose any such information to any person or entity, unless required by law or court order.

f. Amendment. No amendments to the terms and conditions of this Agreement shall be permitted unless in writing and signed by both parties hereto.

g. Entire Agreement. This Agreement contains the entire agreement between the parties,

supersedes all discussions and writings by and between the parties which may have occurred prior to entering into this Agreement and shall be binding upon and inure to the benefit of the parties and their successors and assigns.

h. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the state of Minnesota.

i. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

j. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing, sent in one or more of the following methods and shall be deemed to have been duly given and received (i) if personally served on the party to whom notice is to be given, then on the date of service, (ii) if sent by nationally recognized overnight delivery service, addressed to the party to whom notice is to be given, then upon notice of delivery by such service, or (iii) if sent by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, then five (5) business days after being properly deposited therewith; in each case, at such party's address set forth on the signature page hereto to any other address of which notice of the change is given to the other party hereunder in accordance with this section.

k. Waiver. Waiver by either party of an event of default hereunder or of any breach of the provisions of this Agreement, shall not constitute a waiver of any other event of default or breach or right, nor of the same event of default or breach or right on a future occasion.

The authorized representatives of the parties have signed this Agreement.

Chisholm Independent School District 695
1000 1st Ave
Chisholm, MN 55719

By: _____

Print Name: _____

Title: _____

Date: _____

INVOICE/BILLING ADDRESS:

Contact Name and phone number for questions related to invoices

BILLING FREQUENCY:

____ - Weekly

____ - Monthly

Email address for invoice submission: _____

Date final invoices for the school year must be received by school: _____

Purchase order number Is Required Is NOT on invoices submitted to the school

Time Sheets Are Required Are NOT Required back up documentation with invoices

Recover Health of Minnesota, Inc. d/b/a Aveanna Healthcare
400 Interstate N. Parkway, SE Suite 1600
Atlanta, GA 30339
Attn: Contracts Dept
contracting@aveanna.com

By: _____

Print Name: James Elkington

Title: SVP Revenue Cycle Management

Date: _____

TIN: 41-1623324

AVEANNA HEALTHCARE

**Schedule "A"
Services/Fee Schedule**

Service	Standard Hourly Rate
1:1 RN	\$40.00
1:1 LPN	\$40.00

Billable hours include:

Hours that Student(s) is in school, including school-related activities such as field trips
Hours Spent Performing Tasks or Attending Sessions Related to Services as required by the
SCHOOL

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Recover Health of Minnesota, Inc.

2 Business name/disregarded entity name, if different from above

Aveanna Home Health

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 746848

6 City, state, and ZIP code

ATLANTA, GA 30374-6848

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number									
4	1	-	1	6	2	3	3	2	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

William J. Kennedy

Date ▶

2/18/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.



8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will JCI accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote



connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

21. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



Comprehensive Attendance Plan Chisholm Public Schools

Purpose

The Chisholm School Board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student. The Minnesota Compulsory School Attendance Law states that all children between the ages of 7 and 18, and ages 5 and 6 if they are enrolled, must attend school every day on time unless lawfully excused by the school. Under Minnesota law, school administration has the right and responsibility to determine the validity of any absence from school. The purpose of this procedure is to encourage regular school attendance. It is intended to be positive and not punitive.

ISD 695 is committed to maximizing instructional time. Students present in class are proven to have higher student achievement and dedication to personal growth. We are continuously striving to improve the academic success and social/emotional learning of our students; school attendance and punctuality are foundational pieces of the process. We ask students, parents, and guardians to partner with us in proactively making attendance a priority every day. Attendance rates don't increase overnight and won't remain at acceptable levels without ongoing, intentional focus even when attendance doesn't appear to be a concern.

This procedure also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. All parties responsible for promoting regular attendance, punctuality, and compliance with the Minnesota Department of Education Regulations and Attendance Laws of the State of Minnesota (MN Statutes 120A). This procedure will assist students in attending class.

Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

Parent or Guardian Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

Teacher's/Supervisor's Responsibility

It is the teacher's/supervisor's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and/or study hall. It is also the teacher's/supervisor's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teachers'/supervisor's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

Administrator's Responsibility

It is the administrator's responsibility to require students to attend all assigned classes and/or study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are **REQUIRED** to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

Awareness

This procedure shall be posted on the district website and referenced in the student handbook. Notice of this procedure shall be made to all students and parents at the commencement of each school year. This procedure shall also be available upon request in each principal's office. Reminders of procedure will be provided as needed via assemblies, emails, social media, mail, school announcements or other fashions deemed appropriate by school personnel. Teachers are encouraged to reference the attendance policy and procedure in class syllabi as well as comment on the quarter progress report if absences are a concern.

Expectations

Chisholm School policy states that students are allowed a maximum of 10 unexcused absences per semester. Absences that are considered exempt in the following chart do not count toward the 10 allowable absences. Other days missed, including illnesses not verified by a medical practitioner will count towards a student's maximum number of allowable absences.

Under no condition shall a student leave the school without permission from the nurse or office administration. If a student leaves without permission, he/she will be considered truant, which is an unexcused absence. Once permission has been granted, the student must sign out in the office.

Students are required to make up all assignments or to complete alternative assignments for all absences as deemed appropriate by the classroom teacher.

EXEMPT Absences & Tardies <i>Do Not Count Towards 10</i>	EXCUSED Absences & Tardies <i>Count Towards 10</i>	UNEXCUSED Absences & Tardies <i>Does Not Count Towards 10</i>
Grades k-12 Maximum 10 Total per Semester		
<p>Documented Medical (M) Appointments w/ Medical Note Illness & Injuries w/ Medical Note School Nurse Recommendation</p> <p>School Related Activities (S) School Related Assessments Sport/Activity Participation School Sponsored Outings College or Career Visits w/ Documentation</p> <p>Administrative Referral In School Suspension (ISS) Out of School Suspension (OSS)</p> <p>Administrative Discretion (D) **Prior Approval Required** Community Service Funerals of Immediate Family Documental Legal Concerns Religious/Cultural Observance</p>	<p>Undocumented Medical (X) Illness Injury Appointments w/ documentation Serious Illness of Immediate family</p> <p>Emergencies (X) Fire or Similar Disturbance Weather Related Family Emergency</p> <p>Family Leave/Vacations (X) Excused Absences Require a Pre-Makeup Form</p> <p>Non-school Related Activities (X) Community Activities</p> <p>Unforeseen Circumstances (X) Transportation Trouble</p>	<p>Uncleared Absences (A) Any absence that is not accompanied by a parent/guardian notification to the office Work at home Work at a business, except under a school-sponsored work release program Vacations which have not been pre-approved</p> <p>Truancy (A) Any absence in which a student leaves the building w/o parent/guardian notification to the office</p> <p>Accrued Excused Tardies (A) 7 Unexcused Tardies = 1 Unexcused Absence</p>

Absence Disclaimer

Administration has the right and responsibility to screen and either approve or disapprove excuses brought in by the students. Administration has the right to declare an absence to be unexcused even though parent/guardian may have provided a written excuse. Reasons such as oversleeping, car trouble, missing the bus, excessive illness without consulting a medical practitioner or others do not excuse a student.

Interventions

The purpose of attendance interventions are to engage students with the school community. We recognize the students and families may be struggling with a variety of concerns and we recognize

the need to work together to engage students with the positive supports a school community can offer. Research shows that students connected to school are less likely to miss classes and more likely to graduate on time.

The table represents three tiers of intervention strategies. Our assumption is that all levels of strategies involve some level of these core ingredients: Monitor data, Engage students and families, Recognize good and improved attendance, Provide personalized outreach, and Remove barriers.

- **Tier I Strategies** are Universal Strategies that should be available to every student in a school building.
- **Tier II Strategies** are aimed at early intervention and designed to help students who need slightly more support to avoid chronic absence.
- **Tier III Strategies** are intensive supports offered to the students facing the greatest challenges to getting to school. Our assumption is that all levels of strategies involve some level of these core ingredients: A. Monitor data, B. Engage students and families, C. Recognize good and improved attendance, D. Provide personalized outreach and E. Remove barriers.

	Tier 1 <i>Missing Less Than 10% of School</i>	Tier 2 <i>At Risk of Missing 10-19% of Days</i>	Tier 3 <i>At Risk of Missing 20% of more Days</i>
Monitor data	<ul style="list-style-type: none"> » Create a school team that regularly reviews attendance data for trends for all students and identify how many and which students fall into the different tiers of needed support » Establish a school plan for reducing chronic absence based on an analysis of strengths and challenges around school climate and attendance practice 	<ul style="list-style-type: none"> » Review attendance bi-weekly for students who are chronically absent or at risk of chronic absence. Look for patterns in attendance » Evaluate whether students with persistent chronic absence need an appropriate tier 2 response 	<ul style="list-style-type: none"> » Identify which and how many students have a history of missing 20% or more of school and/or at risk due to other major challenges (involvement in child welfare, juvenile justice, homelessness etc.) » Review attendance daily and ensure that Tier III students are in school each day. Follow up on each absence for each student identified for tier III intervention
Engage students & parents	<p>Create a school climate that encourages students to come to school everyday</p> <ul style="list-style-type: none"> » Provide an engaging curriculum that draws 	<p>Provide information and attention that underscores concern for children</p> <ul style="list-style-type: none"> » Call or send a letter to alert family to attendance concerns and explore what 	<p>Assess student and family needs and intensify outreach</p> <ul style="list-style-type: none"> » Determine if student meets the criteria for Check and Connect (grades 7-11)

	Tier 1	Tier 2	Tier 3
	Missing Less Than 10% of School	At Risk of Missing 10-19% of Days	At Risk of Missing 20% of more Days
	<p>students to school</p> <ul style="list-style-type: none"> » Cultivate an atmosphere where students feel respected and safe » Offer programs before and after school to engage students » Provide enrichment activities for students, such as field trips, assemblies, and dances 	<p>help may be needed.</p> <ul style="list-style-type: none"> » Suggest a home visit and/or conference to address barriers to attendance » Use the Student Attendance Success Plan to help develop family strategies to support improved attendance » Provide parents with family-friendly, easy-to-understand information and/or assistance in reaching out to social services or community resources that may be helpful in addressing barriers identified » Help parents understand and avoid legal consequences of extreme chronic absence <p>Identify and provide for family needs (food pantry, clothing assistance, and literacy programs)</p> <p>Maintain contact with family to ensure they are receiving needed support.</p> <p>Identify academic needs of the student and develop a plan to provide appropriate tutoring and coaching services.</p> <ul style="list-style-type: none"> » Determine if the student has make up work that is needed to keep up their grade point average and ensure the student and 	<ul style="list-style-type: none"> » Determine if the student and their family is or should be agency involved. If they are, work to set up a meeting to coordinate services » Refer students and families to appropriate service agencies e.g. social services, human resources, counseling, housing, and health services » Work with relevant agencies to develop a comprehensive educational plan that also address student and family needs » Work with families to avoid legal consequences to the extent possible <p>If necessary, leverage the power of the courts to involve families and students in needed services and interventions</p> <ul style="list-style-type: none"> » Determine if the Courts have access to additional programs or services that would assist the family in overcoming barriers to attendance <p>Work to ensure that the student is connected to positive supports and programs, such as mentoring</p> <p>Utilize lessons learned from working with families and students in</p>

	Tier 1 <i>Missing Less Than 10% of School</i>	Tier 2 <i>At Risk of Missing 10-19% of Days</i>	Tier 3 <i>At Risk of Missing 20% of more Days</i>
		their family understand what make up work is due	tier three to inform tier one and two prevention and intervention efforts.
Recognize Good & Improved Attendance	<ul style="list-style-type: none"> » Create friendly competition among classrooms offering raffles, parties and public recognition for good and improved attendance » Celebrate individual progress through weekly, monthly and periodic recognition using bulletin boards, certificates, verbal and written acknowledgement » Recognize students and parents at special assemblies 	<p>Establish specific individual goals and provide recognition as they are met.</p> <ul style="list-style-type: none"> » Work with students and families to set attendance goals and time frames » Engage students in tracking their own attendance daily » Recognize good and improved attendance weekly 	Incorporate appropriate positive reinforcements into plans for supporting the student's improved attendance.
Provide Personalized Early Outreach	<ul style="list-style-type: none"> » Place calls home each day that a student is absent » Include attendance on report cards » Host a transition meeting with incoming kindergartners and new families to help them learn about their child's new school, get to know their teachers, and to set expectations about attendance including clearly communicating how absences can add up and impede learning, along with helping families to understand all of the learning that happens in the early 	<ul style="list-style-type: none"> » Provide morning check-ins for students » Schedule Parent/School Staff Conference to discuss absences (Principal, Teacher(s), Guidance Counselor, etc.) <p>Assess student and family needs</p> <ul style="list-style-type: none"> » Connect families with needed resources and services (social services, human resources, housing, and health services) » Arrange transportation to and from school with other families or staff 	<ul style="list-style-type: none"> » Ensure continued positive and regular contact with the family » Check in on agreements at appropriate intervals » Follow through on commitments of support to the family » When the student misses school ensure assigned personnel is following up on each absence

	Tier 1 <i>Missing Less Than 10% of School</i>	Tier 2 <i>At Risk of Missing 10-19% of Days</i>	Tier 3 <i>At Risk of Missing 20% of more Days</i>
	grades	» Work with students and families to develop strategies for improved attendance	
Remove barriers to attendance	<p>Invite parents and community members to help address the barriers that keep children from attending school. Possible strategies could include:</p> <ul style="list-style-type: none"> » A school breakfast program and/or food pantry to address hunger and nutrition needs » A safe walk to school program to address community safety » Health interventions such as flu shots, dental checkups and asthma management plans » A clothing drive for winter coats or school uniform exchange » Adoption of a school climate initiative aimed at improving approaches to student discipline and creating a more welcoming environment 	<ul style="list-style-type: none"> » Identify barriers to attendance (such as health, transportation or housing) » Involve public agencies and community partners and resources as needed to address barriers to attendance » Involve the school nurse with follow up on medical related absences » Provide families with information on community resources that can help overcome barriers » Connect families with school-based resources that can support good attendance 	<ul style="list-style-type: none"> » Implement agreed upon family intervention plan. Monitor for progress

Intervention research taken from www.attendanceworks.org.

Notifications/Consequences

While teachers should remind students of excessive absenteeism, it is the student's responsibility to ultimately be responsible for tracking his or her own absences by checking the student information system or asking the office for support.

Definitions

Educational Neglect

A child's absence from school is presumed to be due to the parent's, guardian's, or custodian's failure to comply with compulsory instruction laws if the child is under 12 years old and the school has made appropriate efforts to resolve the child's attendance problems (MN Statute § 260C.163, Subd. 11).

Truancy

A child's absence from school without lawful excuse, when the child is 12 years old or older, is presumed to be due to the child's intent to be absent from school (MN Statute § 260C.163, Subd. 11).

Continuing Truant (3 Unexcused Absences)

MN Statute § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of MN Statute § 120A.22 and is absent from instruction in a school, as defined in MN Statute § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

Habitual Truant (7 Unexcused Absences)

A habitual truant is a student who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school (MN Statute § 260C.007, Subd. 19). A principal shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under MN Statute §. 260A.

Notification Action Plan

3 Unexcused Absences "Continuing Truant"	Phone call, text, or letter to alert family of attendance concerns and explore what help may be needed	Administration
5 Unexcused Absences	Certified Attendance Letter	Administration
7 Unexcused Absences "Habitual Truant"	Attendance Intervention Meeting (AIM) between Administration, County, student, and the parent/guardian to discuss concerns and develop an attendance plan	Administration
8 Unexcused Absences	<u>Elementary (k-6)</u> student will be reported to the county as "educationally neglected" <u>High School (7-12)</u> student will be reported to the county as a "habitual truant"	Administration
9+ Unexcused Absences	Continue to stay in contact with the county	Administration

Unique Circumstances

Excused Medical Notifications

- After a total of ten cumulative full day absences due to illness, parents/guardians may be required to present a written statement from a medical professional (doctor, dentist, psychologist, etc) for additional absences during the semester in order for the student to be excused.

Progress Reporting

- Teachers will record an INCOMPLETE for all students over 10 allowable absences at the semester report cards. The comment "excessive absences" will be included to indicate that the incomplete is only for absences and not incomplete work. Students will then be given 2 additional weeks to make up the absences before the earned grade is finalized and no credit is granted. Students participating in MSHSL activities will not be eligible until the incomplete has been made up or turns to a no credit at which time additional eligibility requirements will be reviewed.

Open-Enrolled Students

- Under MN Statute 124D.03, subdivision 12, open enrolled students may be assigned to their home district if they meet the definition of habitual truant and have been referred as indicated

by law for truancy. A habitual truant is a child under the age of 16 years who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school.

Pre-Excused Absences

- As necessary, a student may provide advanced notice for absences. If a student intends to be gone for 3 or more full school days for non-medical, non-emergency, or non-school related absences, a student will be issued a pre-makeup form to be signed by teachers.

Tardies

Unexcused Tardy: Arriving late to class... Students are expected to be in their assigned area at designated times.

Elementary (K-6)		
<ul style="list-style-type: none"> • Students arriving to school after 8:25 a.m. will be considered tardy • Tardies reset each Semester 		
2 Unexcused Tardies	Communicate with Parent/Guardian	Administration
4 Unexcused Tardies	2nd Contact with Parent/Guardian	Administration
6 Unexcused Tardies	3rd Contact with Parent/Guardian	Administration
7 Unexcused Tardies	Documented as an Unexcused Absence	Administration

High School (7-12)		
<ul style="list-style-type: none"> • Students arriving to school after 8:18 a.m. will be considered tardy • Tardies accumulate for ALL classes 		
1 - 3 Unexcused Tardies	Detention	Administration
4 - 6 Unexcused Tardies	Progressive Discipline	Administration
7 Unexcused Tardies	Documented as an Unexcused Absence	Administration



District: 695 - 1 - Chisholm Public School District
 Program Code: 999999-Other with MDE Approval
 Budget Year: 2022-2023

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Secondary Career and Technical Education Program Budget

Summary of Program Budgets

Select a program budget year to review.

Program Budget Year:

Program Code	Program Name	District User Status	District Admin Status	MDE Status	Budget Amount	Expense Amount	Delete
<u>171710</u>	Manufacturing Technology	No status	No status	No Status	25760.56	0.00	<input type="checkbox"/>
<u>999999</u>	Other with MDE Approval	No status	No status	No Status	90161.96	0.00	<input type="checkbox"/>

<< < > >> Rows/page:

Allocated Costs from Cooperative School
 District: 0.00 0.00
 Net Budget: 115922.52 0.00

