



**LICENSED SCHOOL NURSE CONSULTATION SERVICES
AGREEMENT**

THIS AGREEMENT made and entered into by and between Miniapple Health Consultants (Miniapple Health Inc.), a Minnesota corporation, 1970 Beechwood Ave, Saint, Paul, MN 55116, and Nova Classical Academy, hereinafter referred to as “Client” and collectively as the “PARTIES.”

Witnesseth:

WHEREAS Client is seeking School Nurse Consultation Services.

WHEREAS the PARTIES agree that the School Nurse Consultation Services offered by Miniapple Health Inc. are suitable to the needs of the Client; and

WHEREAS the PARTIES need to define their respective rights and responsibilities;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the PARTIES agree as follows:

1. TERM OF THE AGREEMENT

Miniapple Health Inc. agrees to furnish services to the Client during the period commencing: July 1, 2026 and terminating on June 30, 2027. The PARTIES may agree to renew or extend the length of this agreement subject to a review of terms and conditions, requiring the approval of both PARTIES.

2. SERVICES TO BE PROVIDED

Miniapple Health Inc. will offer School Nurse Consultation Services, to be provided at a minimum of once per month during the academic year. Frequency of nurse services ranges from daily to monthly depending on the school size and needs and can be varied within the school year depending on needs and capacities.

Miniapple Health Inc. will provide services as more fully described in the attached Exhibit(s), incorporated herein by this reference if selected and initialed by the Client below.

Client
Initial Here

Exhibit A – General Nursing Consultation

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Exhibit B – Special Education Consultation

3. PAYMENT FOR SERVICES

Miniapple Health Inc. shall invoice for services as described in the corresponding Exhibit(s) selected and initialed by Client herein. Invoices will be sent monthly after the service/s has been provided. Payment terms are NET 30 days. Client agrees that any amount not paid within 30 days of invoice will carry the lesser interest rate of 1.5% per month or the greatest amount permissible by law, whichever is less. Additionally, Client will pay all costs, including reasonable attorney fees, incurred to recover payments owed to Miniapple Health Inc. by Client.

4. INDEPENDENT CONTRACTOR

Miniapple Health Inc. is and shall remain an independent contractor for all services performed under this Agreement. Miniapple Health Inc. shall secure at its own expense all personnel required to perform services under this Agreement. All personnel will maintain appropriate licensure to perform services under this Agreement.

5. INDEMNIFICATION

Each PARTY agrees that it will be responsible for its own acts and omissions and the results therefrom to the extent authorized by law and shall not be responsible for the acts or omissions of the other party or the results therefrom. Each PARTY agrees to defend, indemnify, and hold harmless the other PARTY, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of that PARTY, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of that PARTY to perform any obligation under this Agreement.

6. INSURANCE

- A. Client agrees to maintain general liability insurance that meets reasonable industry standards.
- B. Duty to Notify. Client shall promptly notify Miniapple Health Inc. of any claim, action, cause of action, or litigation brought against Client, its employees, officers, agents, or subcontractors that arises out of the services contained in this Agreement. Client shall also notify Miniapple Health Inc. whenever Client has a reasonable basis for believing that Client and/or its employees, officers, agents or subcontractors, and/or Miniapple Health Inc., might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure

to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

7. CONFIDENTIAL INFORMATION

- A. PARTIES acknowledge that during the term of this Agreement, PARTIES may have access to trade secrets, proprietary information, and confidential information. PARTIES agree to protect and preserve the confidential and proprietary nature of each other's confidential and/or proprietary information and shall not disclose such information to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, or as may be otherwise required by law.
- B. Miniapple Health Inc. agrees to comply with the provisions and requirements of Client's data privacy policies. Any data or materials prepared by the contractor during the execution of the contract for the Client shall be the property of the Client. Any such data and materials shall be remitted to the district upon completion or termination of the contract.
- C. Miniapple Health Inc. recognizes that it may be subject to requirements set forth in federal, state, and local laws governing the provision of data privacy practices.

8. TERMINATION

This Agreement may be canceled with or without cause by either party upon thirty (30) days' written notice.

9. MISCELLANEOUS

- A. **SUCCESSOR:** Miniapple Health Inc. binds itself, its partners, successors, assigns, and legal representatives to Client for all covenants, agreements, and obligations contained in the contract documents.
- B. **MERGER AND MODIFICATION:** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- C. **AMENDMENT:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
- D. **SURVIVAL OF PROVISIONS:** Provisions that by their nature are intended to survive the term, cancellation, or termination of this Agreement include but are not limited to: PAYMENT FOR SERVICES; INSURANCE; CONFIDENTIAL INFORMATION; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and GOVERNING LAW.

- E. **CONTRACT SUPERVISION & NOTICES:** In order to coordinate the needs of Client with the activities of Miniapple Health Inc. so as to accomplish the purposes of this Agreement, the individual identified below, or his or her successor, shall supervise this Agreement on behalf of Miniapple Health Inc.

Liaison for Miniapple Health Inc:

Name: Carly Smitkowski
Title: Licensed School Nurse Consultant
Address: 1970 Beechwood Ave Saint Paul, MN 55116
E-mail: carly@miniapple.org
Phone: (612) 437-6478
Fax: _____

Liaison for Nova Classical Academy:

Name: Brett Wedlund / Aubrey Kelley-Handa
Title: Exec. Director / Sp Ed Coordinator
Address: 1455 Victoria Way St. Paul MN 55102
E-mail: akelleyhand@nova.classical.org
Phone: 651-209-6320
Fax: 651-209-6325

- F. **COMPLIANCE WITH LAWS:** The PARTIES shall comply with all applicable federal, state and local statutes, regulations, rules, and ordinances in connection with this Agreement.
- G. **CONFLICT OF INTEREST:** PARTIES affirm that to the best of PARTIES' knowledge, PARTIES' involvement in this Agreement does not result in a conflict of interest with any party or entity that may be affected by the terms of this Agreement. PARTIES agree that should any conflict or potential conflict of interest become known to either PARTY, such PARTY will immediately notify the other PARTY of the conflict or potential conflict.
- H. **PROMOTIONAL LITERATURE:** Client agrees, to the extent applicable, to not use the term "Miniapple Health" or any derivative in any promotional literature,

advertisements of any type or form, or client lists without the express prior written consent of Miniapple Health Inc.

- I. **GOVERNING LAW:** The Laws of the State of Minnesota, without giving effect to its conflict of law principles, govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. Rules of interpretation based on which party drafted this Agreement shall not apply. The appropriate venue and jurisdiction for any litigation will be those courts located within Hennepin County, State of Minnesota, or in the appropriate federal court within the State of Minnesota.

- J. **SEVERABILITY:** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions are not affected or impaired in any way.

Nova Classical Academy

The Client certifies that the person who executed this Agreement is authorized to do so on behalf of the Client as required by applicable articles, bylaws, resolutions, or ordinances.

Liaison Signature: _____
Liaison Printed Name: _____
Title: _____
Date: _____

Miniapple Health Inc.

Liaison Signature: Carly Smitkowski RN
Liaison Printed Name: Carly Smitkowski
Title: Licensed School Nurse
Date: 5/12/26

Exhibit A
General Nursing Consultation

Services Offered:

It is highly recommended that all schools which do not have a licensed school nurse on staff, utilize general education nursing consultation services. Per MN Statute 121A.21, districts with 1,000 students or more should employ a full-time equivalent licensed school nurse or enter into another arrangement approved by the commissioner of education.

The Licensed School Nurse (LSN) consultant guides schools in providing and promoting a safe and healthy learning environment by performing such duties as:

1. Annually assess the school health program in collaboration with administration and health office staff to determine school needs. Provide a summary and best practice recommendations regarding the administration and management of school health services.
2. Approve and assist with writing school health policies and protocols related to immunization compliance, illness exclusion, medication administration, and health office operations, etc.
3. Set up and oversee the health services area to include recommendations for health office equipment and supplies, classroom supplies, and emergency equipment (AED, stock epinephrine, naloxone, etc.).
4. Set up and oversee the student health record system and documentation, which includes annual student health forms, immunizations, identification of students with special health needs, and staff communication regarding emergency health conditions.
5. File the annual state immunization report, track immunization compliance, and communicate with parents/guardians of students who are not in compliance.
6. Advise designated Health Services Assistants and other pertinent staff in areas such as basic first aid, illness management, medication administration, specialized health needs, personal protective equipment (PPE).
7. Perform school-based health screenings and services such as health screenings for early childhood screenings, mass vision and hearing screenings, coordination of immunization clinics and dental clinics.
8. Provide student health education, including handwashing, oral health, general hygiene, puberty, and CPR, as a graduation requirement.
9. Create and manage Individual Health Plans and Emergency Health Plans for students with special health needs, including communication and collaboration with parents, staff, and healthcare providers.
10. General consulting of health office operations, field trip planning, school-based health care coordination, management of chronic conditions, communicable diseases, and state reporting.
11. Collaborate with the 504 team to develop and implement 504 plans for students with disabilities.
12. Employee Annual Health and Safety Trainings:

- Emergency Health Conditions and Medication Administration (asthma, anaphylaxis, seizures, diabetes, opioid overdose)
- OSHA: Blood-Borne Pathogens, Employee Right-to-Know
- Topics in response to current public health issues (such as infectious disease outbreaks)
- Topics Upon Request

As a consultation service, the LSN provides guidance; we do not provide ongoing direct nursing care, nor do we delegate, monitor, or supervise nursing tasks assigned to the school. We may provide intermittent direct or indirect nursing care on a monthly, quarterly, or yearly basis.

Pricing:

Site Visit Consultations: \$95.00 per hour. If on-site services requested total less than two (2) hours for the day, travel time to and from the site will be billed at the regular hourly rate. Additional time will be billed in 15-minute increments.

Off-Site Consultation: \$95.00 per hour will be billed in 15-minute increments.

On-Site Classes: \$200.00 for each class. There are no class size restrictions.

Not required: Annual service totals shall be tracked by the school. Consultation services beyond this amount will require further approval: \$ 4000 /year for general education services

Exhibit B
Special Education Consultation

Services Offered:

The Licensed School Nurse (LSN) consultant will contribute to the special education process by performing such duties as:

1. Participate in multi-disciplinary special education team/child study team meetings as requested
2. Review and interpret medical/health information and documents to explain how health conditions may impact students in the academic environment.
3. Complete the health portion of the special education evaluation to include:
 - vision and hearing screenings
 - parent/guardian interview/questionnaire
 - review of health files and medical documentation
 - written summary for evaluation report by the deadline
 - indication of student's health-related needs during school and any nursing services required
4. Participate in evaluation and/or IEP meetings as determined by the consultant and special education coordinator
5. Develop health plans and provide training and support for achieving health goals and objectives.
6. Provide periodic (annual, quarterly, or monthly) direct or indirect nursing-related services per Individual Education Plan (IEP).

As a consultation service, the LSN provides guidance; we do not provide ongoing direct nursing care, nor do we delegate, monitor, or supervise nursing tasks assigned to the school. We may provide intermittent direct or indirect nursing care on a monthly, quarterly, or yearly basis.

Pricing:

Site Visit Consultations: \$95.00 per hour. If on-site services requested total less than two (2) hours for the day, travel time to and from the site will be billed at the regular hourly rate. Additional time will be billed in 15-minute increments.

Off-Site Consultation: \$95.00 per hour will be billed in 15-minute increments.

Not required: Annual service totals shall be tracked by the school. Consultation services beyond this amount will require further approval: \$ 0 /year for special education services