



BOARD OF EDUCATION

Special Meeting - January 27, 2020 - 4:00 PM
District Administration Building

Excellence. For each and every student.

AGENDA

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Board of Education
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AGENDA SECTION: Call to Order

ITEM: _____

COMMENTS BY: Bonita Lucky, School Board Clerk

	PRESENT	ABSENT
Linda Cohen	_____	_____
Seanne Falconer	_____	_____
Cheryl Polzin	_____	_____
Chris McCullough	_____	_____
Sarah Johansen	_____	_____
Bonita Lucky	_____	_____
Andrea Cuene	_____	_____
Chace B. Anderson, ex-officio	_____	_____



Board of Education
Special Meeting – January 27, 2020

AGENDA SECTION: Finance and Business Services

ITEM: EMS AHU Replacement Bids

COMMENTS BY: Jim Westrum, Executive Director of Finance and Business

Bid Award – East Middle School Air Handling Unit Replacement

The bid opening for East Middle School Air Handling Unit Replacement was held at the District Administration Building on 1/14/2020 at 2:00pm.

The scope of the project includes mechanical equipment and ductwork re-placement and subsequent steel framing, concrete and masonry, roof patching, ACT ceilings, wall and soffit framing, doors and hardware, painting, lighting and electrical work.

JPMI Construction Company submitted the lowest base bid in the amount of \$1,065,000.00.

This bid will be funded using long term facilities maintenance.

Please see the attached bid tabulation and recommendation from Valerie Peterson.

RECOMMENDED ACTION: Award the EMS AHU Replacement to JPMI Construction Company for the base bid in the amount of \$1,065,000.00

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____



January 16, 2020

Wayzata Public Schools
Board of Education
210 County Road 101 North
P.O. Box 660
Wayzata, Minnesota 55391

Re: Independent School District #284
East Middle School AHU Replacement
Commission No. 192105

Dear Board of Education:

On Tuesday, January 12, 2020, at 2:00 p.m., bids were received from five contractors for the Air Handling Unit Replacement project at Wayzata East Middle School. A bid tabulation is attached for your review. JPMI Construction Company from Saint Paul, Minnesota submitted the low base bid in the amount of \$1,065,000.

We recommend awarding the contract to JPMI Construction Company as follows:

Base bid	\$1,065,000
TOTAL CONTRACT	\$1,065,000

Sincerely,

Wold Architects and Engineers

Valerie Peterson | AIA, LEED AP
Associate

Enclosures

cc: Aaron Ausing, Wold (letter only)
Contract File (letter only)

CM/MN/ISD_284/192105/crsp/jan20

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS



Owner: Wayzata Public Schools, ISD #284
Project Name: East Middle School AHU Replacement BID TABULATION

Comm No.: 192105
 Date: January 14, 2020
 Time: 2:00 PM

Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, Minnesota 55101
 651.227.7773

Bidders Name	Addendum Numbers	Bid Security	MN Responsible Contractor	Base Bid	Remarks
Ebert Construction 23350 County Rd 10 Corcoran, MN 55357 763-498-7844	1	Y	Y	\$1,077,000	
JPMI Construction Co 2310 County Road D W #105 Saint Paul, MN 55112 651-636-1499	1	Y	Y	\$1,065,000	Apparent Low Bidder
Northland Mechanical 9001 Science Center Dr New Hope, MN 55428 763-544-5100	1	Y	Y	\$1,640,000	
Pioneer Power 2500 Ventura Drive Woodbury, MN 55125 651-488-5561	1	Y	Y	\$1,128,000	
Thelen Heating & Roofing 1717 13th Street SE Brainerd, MN 56401 218-829-1491	1	Y	Y	\$1,074,000	



Board of Education
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AGENDA SECTION: Administrative

ITEM: Student Teaching Agreements

COMMENTS BY: Jill Johnson, Executive Director of Teaching and Learning

Wayzata Public Schools annually accepts student teachers from a number of colleges and universities. Wayzata Public Schools is entering into a student teaching/field education affiliation agreement with the following:

- University of Wisconsin LaCrosse

RECOMMENDED ACTION: Approve the field teaching agreement as attached.

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____

UNIVERSITY of WISCONSIN
LA CROSSE

**AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
ON BEHALF OF THE UNIVERSITY OF WISCONSIN – LA CROSSE
AND
WAYZATA PUBLIC SCHOOLS
FOR THE CONDUCT OF A CLINICAL EDUCATION PROGRAM IN A CLINICAL SETTING**

This agreement is between the Board of Regents of the University of Wisconsin System on behalf of the **University of Wisconsin-La Crosse** (hereinafter referred to as "University") and **Wayzata Public Schools** (hereinafter referred to as "Facility"). In consideration of the mutual benefits to the respective parties, any and all departments of the University wishing to enter into a clinical education program with the Facility, and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to send representatives to review the University's program; the number of students to be assigned, the qualifications of those students and the schedules of those students; and/or any other matters pertaining to the specific program proposed by the department.
2. To provide the Facility with a listing of students who will be participating under the program and to update that listing periodically.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program that is submitted by a school or college of the University of Wisconsin - La Crosse. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal.
2. To satisfy the provisions contained in 45 CFR 46, existing for the protection of human subjects, to the extent that such regulations are applicable to the respective program involved. The University will provide a copy of such regulations upon request and will make its institutional review board available to the Facility for consultative purposes.
3. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate fieldwork coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. That there shall be no discrimination against students on the basis of their race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status, or parental status.
2. That the State will indemnify University employees, officers, and agents (students in required training, a credit program, and/or for graduation) against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, pursuant to § 895.46(1) and 893.82, Wis. Stats.
3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to § 895.46(1), Wis. Stats.

4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.
5. The parties also agree that the University, its employees, and its students are not “business associates” of the Facility as defined in 45 CFR, 160.103, for the limited purposes of HIPAA.

TERMS OF AGREEMENT:

This Agreement shall become effective on **March 1, 2020** and shall automatically renew on an annual basis unless terminated as provided by this Agreement. This Agreement may be terminated at the will of either party by giving thirty (30) days written notice to the other, provided however, both parties hereto shall exert their best efforts to provide a mechanism whereby students who are currently in this educational program be allowed to complete the educational program without interruption. Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the further approval of either party provided they contain provisions relating solely to program arrangements and content. All such Program Memoranda must be approved by the respective school or college within the University. Such Memoranda shall be effective for a period of one year. All fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

The parties acknowledge and agree that this Agreement covers the following respective University clinical education program(s) and that the program arrangements and content of the below-mentioned clinical education program(s) shall further be elaborated upon under program-specific Program Memoranda: **(1) Occupational Therapy & (2) Physical Therapy.**

UNIVERSITY AND FACILITY CONTACTS:

The following shall be University and Facility contacts on matters pertaining to this agreement.

Facility Contact:

Name: _____

Title: _____

Telephone: _____

E-Mail: _____

University Contact:

Name: Angela Wiste

Title: USA 2 - Clinical Education Support - Occupational Therapy Program & Physical Therapy Program Clinical Education Assistant

Telephone: 608.785.8471

E-Mail: awiste@uwlax.edu

UNIVERSITY OF WISCONSIN-LA CROSSE

Dean’s Office Approval Date

FOR THE FACILITY:

Signature of Authorized Official Date

Name

Title

FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM on behalf of the UNIVERSITY OF WISCONSIN-LA CROSSE:

Robert J. Hetzel Date
Vice Chancellor for Administration & Finance

And/or

Nathan Schlavensky Date
Contract Administrator, Business Services

University of Wisconsin-La Crosse
Physical Therapy & Occupational Therapy Programs
2019-2020 Program Memorandum

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assume full responsibility for planning and executing the educational phase of the Physical Therapy and Occupational Therapy (PT/OT) Programs. However, recommendations and suggestions will be solicited from the clinical faculty in making significant revisions.
- B. The UNIVERSITY agrees to assign a faculty member to act as liaison between the UNIVERSITY, the FACILITY/AGENCY, and the students. The coordinator will communicate with the FACILITY/AGENCY regarding the students through site visits, emails, phone calls, etc.
- C. The UNIVERSITY will assume the responsibility of informing students of the patient's right to confidentiality and the need for confidentiality regarding internal and external matters of the FACILITY/AGENCY.
- D. UNIVERSITY shall conduct a Caregiver Background Check and Criminal History Information Search in accordance with the regulations set forth in Wisconsin Administrative Code Chapter HFS 12 for all persons under its control or direction who are expected to have access to FACILITY/AGENCY patients. UNIVERSITY agrees not to schedule any individual who is barred from providing services under Chapter HFS 12 and shall notify FACILITY/AGENCY if any individual is charged or has been convicted of a crime that may be "substantially related" as defined in the regulations. FACILITY/AGENCY shall make the final determination whether such individuals will be permitted to provide services. UNIVERSITY will not schedule any individual to provide services if such individual has been found to have committed "misconduct" as defined under Chapter HFS 13.03 (13), and agrees to require its employees to report to it, and FACILITY/AGENCY, all allegations of misconduct as defined under this section of the regulations.

UNIVERSITY agrees that it shall provide a copy of the completed Background Information Disclosure Form (HFS-64) to FACILITY/AGENCY for all individuals scheduled to provide services on or after October 1, 1998. UNIVERSITY shall maintain on file the results from all criminal history and other background information obtained and provide such information to FACILITY/AGENCY upon request. The Health Professions Department in addition to the Wisconsin Background check uses a private company, *CastleBranch*, to perform national criminal background checks. Students are required to conduct the national background check upon arrival (before classes begin) into the program. The Wisconsin Background Check is conducted before a student's terminal rotation.

- E. The UNIVERSITY will provide for Students professional liability insurance in addition to UW-L's umbrella policy.

II. RESPONSIBILITIES OF THE FACILITY/AGENCY

- A. The FACILITY/AGENCY will designate a Site Coordinator of Clinical Education (SCCE) for primary responsibility in teaching, coordinating, and directing the students' clinical educational program.
- B. The FACILITY/AGENCY agrees to make available clinical and related facilities for the educational program of students of the Physical Therapy and Occupational Therapy (PT/OT) Programs of the University of Wisconsin - La Crosse.
- C. The FACILITY/AGENCY agrees to have clinical instruction planned, organized, taught, and evaluated by designated, licensed clinicians it employs. Persons assuming this educational responsibility at the FACILITY/AGENCY should be selected by mutual agreement.
- D. The autonomy of the FACILITY/AGENCY shall be observed at all times.
- E. The FACILITY/AGENCY will assume responsibility of alerting the student to the confidential nature of institutional internal and external concerns.

F. Students will be supervised in all aspects of the fieldwork experience by FACILITY/AGENCY staff.

III. RESPONSIBILITIES OF BOTH THE UNIVERSITY AND THE FACILITY/AGENCY

- A. Both the FACILITY/AGENCY and the UNIVERSITY shall be obligated to inform the other of significant changes in curriculum and in the availability of learning opportunities as well as staff and faculty changes involving the clinical teaching of students.
- B. At least one semester prior to the field assignment, the determination of the number of students shall be a joint decision between the UNIVERSITY and the FACILITY/AGENCY based on staff and space available, and eligible students enrolled in the program.
- C. In any situation in which, in the sole opinion of the FACILITY/AGENCY, a patient's welfare may be adversely affected, FACILITY/AGENCY may take immediate corrective measures and shall notify the UNIVERSITY thereafter. In any situation not involving patient welfare in which the student is not performing satisfactorily, resolution will involve mutual agreement of the parties.

IV. RESPONSIBILITIES OF THE STUDENT

- A. Students are expected to follow the attendance policy of their assigned FACILITY/AGENCY and the UNIVERSITY.
- B. Students are expected to follow the policies and procedures of their assigned FACILITY/AGENCY and the UNIVERSITY.
- C. Students are required to complete and maintain current CPR certification while in the program. American Heart Association Basic Life Support (BLS) for Healthcare Providers CPR certification is required.
- D. Students are required to have a copy of their immunization records available for UNIVERSITY and FACILITY/AGENCY inspection. Student immunization requirements include:
 - 1. Hepatitis B immunization and an immune titer
 - 2. Measles, Mumps, and Rubella immunization and immune titers
 - 3. At least 3 doses of Polio vaccine
 - 4. Tetanus/Diphtheria/Pertussis immunization (with evidence of a booster within the last 10 years)
 - 5. An immune Varicella titer and proof of Varicella immunization or history of the disease
 - 6. Tuberculosis testing (updated annually). A chest x-ray within the last 6 months is required if a TB result is positive.
 - 7. Annual, seasonal Influenza vaccine



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AGENDA SECTION: Approval of Agenda and Consent Agenda Items

ITEM: Human Resource Recommendations

COMMENTS BY: Stacie Vos, Executive Director of Human Resource Services

Attached are the recommendations regarding personnel actions including: employment, separations and leaves of absence.

Recommended Action: Approve the Human Resource actions as recommended in the attachment.

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____

HUMAN RESOURCES RECOMMENDATIONS - January 27, 2020

EMPLOYMENT

Name	Position	Location	Reason	Start Date
Carl Davis	Paraprofessional	High School	New Position	1/14/2020
Isabel Miller	Teacher	Central Middle	New Position	1/27/2020
Kelly Weir	Teacher - 1st Grade	Sunset Hill	Resignation	1/7/2020
Meghan Sass	Home Base Assistant	North Woods	New Position	1/27/2020

CONTRACT MODIFICATION

Name	Position	Location	Modification	Date

LEAVE OF ABSENCE

Name	Position	Location	Leave Date
Caitlin Eames	Teacher - Kindergarten	Greenwood	5/4/2020 - 5/8/2020
Anne Phaneuf	Teacher - English	High School	3/2/2020 - 3/25/2020
Lindsey Rymer	Teacher - Kindergarten	Meadow Ridge	4/14/2020 - 4/22/2020
Megan Budke	Teacher - Spanish	West Middle	4/29/2020 - 6/8/2020
Linda Gibbons	Media Specialist	Greenwood	3/2/2020 - 3/11/2020

RESIGNATION

Name	Position	Location	Resign Date
Matthew Wagner	Home Base Instructor	Oakwood	1/24/2020
Rae Retzlaff	Home Base Instructor	Kimberly Lane	2/5/2020
Marcia Ziebell	Paraprofessional	North Woods	1/31/2020
Ethan Lane	Teacher - Social Studies	High School	1/24/2020

RETIREMENT

Name	Position	Location	Retirement Date

EXTRA ASSIGNMENTS

Name	Position	Location	Assignment	Date
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Board of Education
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AGENDA SECTION: Adjourn

ITEM: _____

COMMENTS BY: Andrea Cuene, School Board Chair

This agenda item brings closure to the School Board meeting.

Recommended Action: Call the meeting to a close.

Motion by: _____ Yes: _____ Passed: _____

Second by: _____ No: _____ Failed: _____

Time of Adjournment: _____