

# Wisconsin Rapids Board of Education

# **Personnel Services Committee**

510 Peach Street · Wisconsin Rapids, WI 54494 · 715-424-6701

Kathi Stebbins-Hintz, Chair Larry Davis Troy Bier John Krings, President

July 10, 2023

Location: Board of Education, 510 Peach Street, Wisconsin Rapids, WI

Conference Room A/B

Time: Immediately following the Educational Services Committee meeting, but not before 6:15 p.m.

I. Call to Order

#### II. Public Comment

Persons who wish to address members of the Committee may make a statement pertaining to a specific agenda item. The Committee Chair will establish limits for speakers due to time constraints. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please keep in mind that this is a Committee meeting of the Board open to the public, and not a public hearing.

#### III. Actionable Items

- A. Appointments
- B. Resignations
- C. Cool 2 Be Kind Advisor Stipend
- D. Athletic Trainer Contract
- IV. Consent Agenda
- V. Adjournment

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda however, no deliberation or action will be taken by other Committees or the full Board of Education.



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I. Call to Order

II. Public Comment

III. Actionable Items

A. Appointments

The administration recommends approval of the following professional staff appointments:

Sarah Doebereiner Location: Grove Elementary

Position: Teacher – Grade 4 (1.0 FTE)

Education: Bachelor's – St. Cloud State – December 2004

Major/Minor: Elementary Education

Salary: \$53,000

Amy Dorshorst Location: Grove Elementary

Position: Teacher – Grade 1 (1.0 FTE)

Education: Bachelor's – UW Whitewater – December 2009

Major/Minor: Regular Education

Salary: \$44,000

Trevor Hoth Location: Woodside Elementary

Position: Teacher – Physical Education (1.0 FTE) Education: Bachelor's – UW Stevens Point – May 2021

Bachelor's - Aurora University - December 2018

Major/Minor: Adaptive Physical Education, Physical Education/Health

Education

Salary: \$46,000

The administration recommends approval of the following support staff appointments:

Susan Lloyd Location: Mead Elementary

Position: Special Education Aide (3.75 hrs/day)

Noon Duty Aide (2.00 hrs/day)

Effective Date: September 5, 2023

Hourly Rate: \$17.01 (Special Education Aide)

\$14.25 (starting rate) / \$15.00 (after 60 days) (Noon Duty Aide)

The administration recommends approval following youth apprenticeship/work experience support staff appointments:

Margaret Bredl Location: District

Position: Work Experience - Copy Assistant

Effective Date: June 26, 2023

Hourly Rate: \$11.00

Nicholas Caffaro Location: District

Position: Youth Apprenticeship - Technology Department - LHS

Chromebook Repair Tech

Effective Date: August 14, 2023

Hourly Rate: \$12.00

Cody Russell Location: District

Position: Youth Apprenticeship - Technology Department - Student

Webmaster

Effective Date: July 10, 2023

Hourly Rate: \$12.00

Riley Look Location: District

Position: Youth Apprenticeship - Building & Grounds

Effective Date: June 13, 2023

Hourly Rate: \$10.00

Rose Paul Location: District

Positon: Youth Apprenticeship - PAC

Effective Date: August 1, 2023

Hourly Rate: \$11.30

#### B. Resignations

The administration recommends approval of the following professional staff resignations:

Lisa Sanger Location: Woodside Elementary

Position: Teacher – Cross Cat (1.0 FTE)

Effective Date: June 13, 2023 Date of Hire: August 23, 1993

Michele Skibba Location: Grove Elementary

Position: Teacher – Grade 1 (1.0 FTE)

Effective Date: June 13, 2023 Date of Hire: August 22, 2005

Kao Vue Location: Grove Elementary

Position: Teacher – Grade 4 (1.0 FTE)

Effective Date: June 15, 2023 Date of Hire: August 26, 2008

Joseph Krombos Location: Lincoln High School/WRAMS

Position: Teacher – Business (1.0 FTE)

Effective Date: June 19, 2023 Date of Hire: August 28, 2023

Rachel Ostrowski Location: Woodside Elementary

Position: Teacher – Grade 3 (1.0 FTE)

Effective Date: June 26, 2023 Date of Hire: August 28, 2023 Sarah Gildenzoph Location: RCHS

Position: Teacher – Reading Intervention (1.0 FTE)

Effective Date: June 27, 2023 Date of Hire: August 25, 2020

Tanner Schlender Location: THINK Academy

Position: Teacher – Grade 4 (1.0 FTE)

Effective Date: June 28, 2023 Date of Hire: August 29, 2022

The administration recommends approval of the following support staff resignation:

Robyn Vicker Location: WRAMS

Position: Supervisory Aide (5.75 hrs/day)

Effective Date: June 26, 2023 Date of Hire: November 23, 2021

#### C. Cool 2 Be Kind Advisor Stipend

Discussion and possible action on Cool 2 Be Kind advisor stipend. Cool 2 Be Kind is a club at Lincoln High School which has a mission to create a positive, supportive environment in school, in the District, and the community. One of the main projects includes welcoming new students, delivering positive messages/treats to RPTs and hosting one lunch each trimester for members to interact with new students, foreign exchange students, and one another. Toward the end of the year, they work with counselors and community resources for Mental Health Week, which leads into the "Rise to Remember" variety show event at the PAC.

The Administration recommends a 2% co-curricular advisor stipend for the Cool 2 Be Kind club.

#### D. Athletic Trainer Contract

The District's current Athletic Trainer contract is through Marshfield Clinic. Due to Marshfield Clinic raising the contract amount to \$80,000 per year, the District reached out to Aspirus. Aspirus offered an Athletic Trainer services contract specifying services would be provided "...for thirty-five (35) hours per week at no charge. All Athletic Trainer coverage over and above thirty-five (35) hours per week will be charged at a rate of \$50.00 per hour and will be dependent upon Aspirus' policies and procedures and availability of qualified personnel." (Attachment A)

The Administration recommends approval of the proposed Athletic Trainer contract with Aspirus as presented effective July 1, 2023.

# IV. Consent Agenda

Personnel Services Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

#### V. Adjournment

# // **DRAFT** //

# AGREEMENT BETWEEN ASPIRUS RIVERVIEW HOSPITAL & CLINICS, INC. AND LINCOLN HIGH SCHOOL DISTRICT FOR ATHLETIC TRAINING SERVICES

**THIS AGREEMENT** is made as of the 21st day of June, 2023, between **ASPIRUS RIVERVIEW HOSPITAL & CLINICS, INC.** ("Aspirus"), having its place of business at 410 Dewey Street, Wisconsin Rapids, Wisconsin 54494, and **LINCOLN HIGH SCHOOL DISTRICT**, ("School"), located at 1801 16<sup>th</sup> Street South, Wisconsin Rapids, Wisconsin 54494.

**WHEREAS**, Aspirus, in the course of its business, is capable of providing athletic training services at its facilities; and

WHEREAS, Aspirus and School desire that Aspirus provide certain athletic training services to School (as more specifically set forth in this Agreement and on Exhibit A, collectively, the "Services") at designated times and locations for prevention of injuries to student athletes, and for emergency care of non-life-threatening situations, including evaluation and assessment of injured athletes so as to make possible the immediate provision of appropriate medical services; and

WHEREAS, Aspirus and School desire that Aspirus collaborate with appropriate and available ambulance services to make possible the immediate provision of emergency medical services during designated sporting events involving significant physical contact.

**NOW, THEREFORE**, the parties agree as follows:

#### 1. SERVICES PROVIDED BY ASPIRUS

- 1.1 Aspirus will make available an Athletic Trainer that is certified by the Board of Certification, Inc. and licensed by the State of Wisconsin as assigned by the Manager of Outpatient Therapy ("Athletic Trainer") for the contracted Services agreed upon by both parties throughout the term of this Agreement.
- 1.2 The assigned Athletic Trainer employed by Aspirus who is present at any designated athletic contest or during contact hours pursuant to this Agreement shall provide Services including, but not limited to, such assessment and treatment of minor non-collision injuries that said Athletic Trainer deems appropriate in his/her sole professional discretion, including referral to a physician, a hospital emergency room or urgent care facility to be chosen, if possible and practical under the circumstances, by the athlete's parent or guardian pursuant to parent release forms.
- 1.3 Aspirus and School agree that the Services to be provided by Aspirus pursuant to this Agreement shall be provided by Aspirus only as to those locations, times and events as previously and mutually agreed upon by the parties. Aspirus shall owe no duty or obligation to School pursuant to this Agreement except as to those

mutually agreed upon locations, times and events. School acknowledges that whereas Aspirus will make a good faith effort to provide an Athletic Trainer as requested by School, the production of an Athletic Trainer may not always be possible due to Aspirus' policies and procedures including reasonable vacation, education, leave and qualified personnel availability.

- 1.4 Exhibit A attached hereto shall constitute the initial good faith effort of the parties to expressly designate the locations, times and events for which School requests the provision of the Services and an Athletic Trainer. The parties acknowledge that this exhibit may be amended by the parties from time-to-time and that said amendment may not be recorded on the attached Exhibit A. Provided, however, any such amendment shall be mutually agreed upon by the parties, confirmed in writing, by whatever means, and shall constitute a valid amendment of Exhibit A. School will provide a minimum twenty-four (24) hour notice of any canceled or rescheduled event.
- 1.5 Aspirus and Athletic Trainer will provide during the designated time and events the following Services pursuant to this Agreement including, but not limited to:
  - 1.5.1 Prevention of athletic injuries through tape, exercise, and accessible modalities;
  - 1.5.2 Recognition and assessment of athletic injuries during designated game coverage and contact hours at School;
  - 1.5.3 Management, treatment and disposition of athletic injuries during designated game coverage and contact hours at School;
  - 1.5.4 Rehabilitation of athletic injuries at the designated athletic event;
  - 1.5.5 Organization and administration of athletic training program through documentation; and
  - 1.5.6 Education and counseling of athletes, parents, coaches, and staff as mutually agreed upon by the Athletic Trainer and the School's Athletic Director.
- 1.6 Aspirus shall maintain malpractice insurance in effect at all times, for itself and its employees, including any Athletic Trainer assigned hereunder, in amounts and with limits of the type typically maintained by Aspirus.
- 1.7 Aspirus reserves the right to refuse non-emergent treatment to any athlete deemed by Aspirus (at its discretion) to exhibit unacceptable behavior and conduct.
- 1.8 Aspirus may, but shall not be obligated, provide, pro bono, physician or advanced practice clinician oversight (via telephone or on-site) at varsity athletic events as mutually agreed upon by the parties on an ongoing basis throughout the term of this Agreement.

1.9 Aspirus shall investigate options for software and/or a communication system for communicating with parents, guardians, and coaches regarding injury documentation related to athlete injuries, return to play, etc.

# 2. DESCRIPTION OF SERVICES PROVIDED BY SCHOOL

- 2.1 School agrees to provide and be responsible for providing and maintaining suitable facilities deemed appropriate by School, for Services to be provided. Any deficiencies in facilities or supplies shall be remedied by School and shall at all times remain the sole duty and responsibility of School.
- 2.2 School agrees that it will cause any of its nurses, employees, agents, or independent contractors or any other representatives to defer to the judgment of Athletic Trainer in the course of providing Services pursuant to this Agreement. Nothing in this Agreement nor this provision is intended or designed to render a School employee the agent, representative or employer of Aspirus or Athletic Trainer.
- 2.3 School shall be responsible for designating all locations, times and events as soon as possible for which Aspirus' Services pursuant to this Agreement are requested. The designations shall be set forth on Exhibit A.
- 2.4 School may assign high school students to act as Athletic Training Student Aides ("Student Aides"). Student Aides are high school students seeking to gain experience in the field of sports medicine and athletic training. To be eligible to be assigned by School as a Student Aide, School must verify and confirm that student is eligible for the assignment by being in compliance with all applicable School policies, procedures, and qualifications. Student Aides shall be allowed to accompany Athletic Trainer in the provision of Athletic Trainer's duties and responsibilities pursuant to this Agreement. Student Aide agrees to comply with all requests of Athletic Trainer while accompanying Athletic Trainer. Athletic Trainer retains the discretionary authority to terminate the Student Aide's eligibility to accompany Athletic Trainer.

Athletic Trainer may request or direct the assistance of a Student Aide, and such direction or assistance shall be deemed for educational purposes only. Any such request of assistance will be limited to first aid services as defined by the American Red Cross or American Heart Association. Student Aide shall at all times be considered a student of School participating in a School sponsored event or extracurricular activity. School shall continue to exercise any authority over Student Aide it exercises over any similarly situated student. Nothing in this Agreement shall be deemed, nor do the parties intend, that Student Aide shall become the agent, servant, employee or representative of Athletic Trainer or Aspirus.

#### 3. **CONSIDERATION**

- 3.1 Aspirus shall provide Athletic Trainer coverage to School for the facility and athletic events as listed in Exhibit A for thirty-five (35) hours per week at no charge. All Athletic Trainer coverage over and above thirty-five (35) hours per week will be charged at a rate of \$50.00 per hour and will be dependent upon Aspirus' policies and procedures and availability of qualified personnel. The additional activities listed in Section 3.1.1-3.1.4 below will be charged at a rate of \$50.00 per hour, per Athletic Trainer. Aspirus shall be offered first choice for Athletic Trainer coverage and if Aspirus is unable to fulfill the request, the School may seek Athletic Trainer coverage outside of Aspirus for the athletic event.
  - 3.1.1 Any WIAA sanctioned events hosted by Lincoln High School but in which no Lincoln High School team is participating.
  - 3.1.2 Any club team event coverage.
  - 3.1.3 Any non-WIAA sanctioned event coverage.
  - 3.1.4 Any non-contact WIAA sanctioned sports coverage.
- 3.2 Aspirus agrees to submit a monthly invoice by the 10th day of each month to the School for all Services rendered under this Agreement. The invoice shall be in a form acceptable to the School and itemize the dates, hours, and description of all Services provided by the Athletic Trainer.
- 3.3 The School agrees to remit payment to Aspirus within thirty (30) days of receipt of each month's invoice.
- 3.4 Multiple marketing opportunities will be provided to Aspirus by School, to include, but not be limited to:
  - 3.4.1 Placing the Aspirus logo/sign near the athletic training facilities.
  - 3.4.2 Announcement at home sporting events that "Athletic Trainer is provided by Aspirus."
  - 3.4.3 Aspirus advertising in School's gym/sports complexes/facilities as well as advertising in the sporting event handouts at games.
  - 3.4.4 Display Aspirus' van, trailer and/or an Aspirus banner at all games, but in no way is Aspirus obligated to do either.
- 3.5 Aspirus reserves the right to place two (2) advertising banners at home events and hosted tournaments at indoor and outdoor facilities at no additional cost.

# 4. **INDEMNIFICATION**

4.1 School does hereby indemnify and hold harmless Aspirus and Athletic Trainer from any and all claims and expenses arising in whole or in part out of and relating to (a) the willful or intentional misconduct or negligence of School or its

- personnel, representatives, employees or agents, or (b) any violation of this Agreement by School or its personnel, representatives, employees or agents.
- 4.2 Aspirus does hereby indemnify and hold harmless School and its representatives from any and all claims and expenses arising in whole or in part out of and relating to (a) the willful or intentional misconduct or negligence of Aspirus or its personnel, representatives, employees or agents, or (b) any violation of this Agreement by Aspirus or its personnel, representatives, employees or agents.

#### 5. **AMENDMENTS**

This Agreement may not be amended except by mutual written agreement of both parties and as indicated in Section 1.4 with respect to amending the designated locations, times and events.

# 6. TERM AND TERMINATION

- 6.1 <u>Term.</u> The initial term of this Agreement shall be for a period commencing on July 1, 2023, and terminating on June 30, 2024. Thereafter, this Agreement shall automatically renew on like terms and conditions from July 1 to June 30 for successive one (1) year terms.
- 6.2 <u>Termination</u>. Either of the parties hereto may terminate this Agreement by giving at least sixty (60) days' prior written notice to the other party.

#### 7. BACKGROUND CHECKS

Aspirus and its employees providing Services pursuant to this Agreement shall comply with the Caregiver Background Check Regulations (Wisconsin Administrative Code Chapter DHS 12) for all persons under its control or direction who have access to the School's students/athletes, and agrees that no current or future individuals providing Services on its behalf are or will be barred from providing Services to the School's students/athletes.

# 8. CORPORATE COMPLIANCE

The School acknowledges the Corporate Compliance Plan and commitment of Aspirus to comply with all aspects of the law. In the performance of the School's duties under this Agreement, the School shall at all times exercise diligence to prevent, detect, and resolve violations of the law and criminal conduct by the School's officers, employees, and agents. In the event the School fails to meet these requirements in any material way, this Agreement may be immediately terminated by Aspirus.

# 9. **MISCELLANEOUS**

9.1 <u>Independent Contractors</u>. The parties hereto contemplate that School and Aspirus are independent contractors with respect to personnel and services to be provided hereunder, and nothing herein shall be construed to imply a relationship of partnership, joint venture, employee or agency by or between them.

- 9.2 <u>Nondiscrimination</u>. Aspirus and School shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter of directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status.
- 9.3 <u>Evaluation</u>. School, through its Activity Director(s), Superintendents and Board of Education, shall have the right to participate in a formal probationary evaluation of the Athletic Trainer on or about ninety (90) days after commencement of athletic training services.

## 9.4 <u>Confidentiality</u>.

- 9.4.1 The School shall ensure that any information or knowledge acquired or received by School under this Agreement, including but not limited to, information relating to Aspirus operations, shall be treated as confidential by the School, and the School's employees and shall not, unless required by law or otherwise permitted by Aspirus, be disclosed to any person or entity during or after termination of this Agreement, or be used by the School or the School's employees, without Aspirus' prior written consent. The School also agrees at all times to maintain all medical records and protected health information in full compliance with applicable law and the School shall promptly sign any reasonable agreement concerning such obligation as required by Aspirus.
- 9.4.2 The provisions of this section shall not apply to any information (other than medical records or protected health information) which: (i) becomes generally available to the public other than as a result of a disclosure by the receiving party; (ii) was rightfully available to the receiving party on a non-confidential basis prior to the disclosure thereof by the disclosing party; (iii) becomes rightfully available to the receiving party from a source other than the disclosing party; or (iv) is required to be disclosed by court order or other legal process.
- 9.5 <u>Materials</u>. All property and materials including written documents and software, created and developed by Aspirus, shall remain the sole property of Aspirus; and shall not be used or duplicated by any other entity without the expressed written consent of Aspirus.
- 9.6 <u>Governing Law</u>. This Agreement and each and all of the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the laws of the State of Wisconsin.
- 9.7 <u>Provisions Severable</u>. If any provision of this Agreement shall be held or declared to be invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

9.8 <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties, and any representation either oral or otherwise not contained herein shall not be binding or valid against the other party.

**IN WITNESS THEREOF**, the parties have executed this Agreement as of the date and year first written above.

ASPIRUS RIVERVIEW HOSPITAL & CLINICS, INC.	LINCOLN HIGH SCHOOL DISTRICT
Brian Kief President	Name:

#### **EXHIBIT A**

# Locations, Times and Events

Athletic training services at Lincoln High School District, 1801 16<sup>th</sup> Street South, Wisconsin Rapids, Wisconsin 54494.

- After school athletic training room coverage: 3:00 p.m. 5:30 p.m. or end of practices as needed, Monday through Friday.
- Home sideline coverage for all varsity athletic events.
- Potential away varsity coverage (football and WIAA postseason events) as communicated and pursuant to the availability of Athletic Trainer.

The hours and dates for each event covered under this Agreement will be agreed upon in advance by both School and the Athletic Trainer. If two (2) or more events are hosted simultaneously, the coverage shall be determined by highest risk of injury.