



Agenda
Regular School Board Meeting
Tuesday, May 13, 2025
6:30 PM

1. Call to Order, Roll Call
2. Agenda Adjustments
3. Announcements, Comments, Recognitions
 - 3.a. Land Acknowledgment
4. Summary of Community Input Received for Action Items
5. Consent Agenda
 - 5.a. Minutes - Board Meetings of April 22 and May 2, 2025
 - 5.b. Payment of Bills
 - 5.c. Personnel - Resignations, Appointments, Reductions
 - 5.d. Gifts
 - 5.e. Education Identity and Access Management Resolution 2025-2026
 - 5.f. Minnesota State High School League (MSHSL) Membership Resolution 2025-2026
6. Reports and Non-Action Items
 - 6.a. Policy 616: Instructional Materials Selection (revised) First Reading
Speaker(s): Jake Von De Linde
7. Action Items
 - 7.a. Transportation Services Contract
Speaker(s): Shari Thompson
 - 7.b. 2025-2026 and 2026-2027 School Year Calendar Adjustment
Speaker(s): Melissa Sonnek
 - 7.c. Set Closed Sessions for May 27 and June 10, 2025
Speaker(s): Chair Todd Anderson
8. Board Reports
Speaker(s): Board Members
9. Superintendent's Report
Speaker(s): Superintendent Jenny Loeck
10. Adjournment

MINUTES OF THE REGULAR MEETING, SCHOOL BOARD, INDEPENDENT
SCHOOL DISTRICT NO. 623, 1251 West County Road B2, Roseville, MN 55113

April 22, 2025

Chair Todd Anderson called the school board meeting to order at 6:30 p.m. Board members present: Todd Anderson, Mike Boguszewski, Rose Chu, Mannix Clark, Frank Shaw. Board members absent: Kitty Gogins. Also present: Jenny Loeck, superintendent of schools, and approximately thirty-seven other visitors or staff who attended all or part of the meeting.

Announcements, Comments, Recognitions. The chair of the Roseville Area Schools Foundation shared opportunities for community members to get involved in the organization. Nate Gibbs, the incoming principal of Parkview Center School, was introduced.

Summary of Community Input Received for Action Items. The board received no community input regarding the evening's action items.

- (61) Consent Agenda. Shaw moved, Clark seconded acceptance of the consent agenda, including the minutes of the school board meeting on April 8, 2025; payment of bills; resignations, appointments, reductions, adjustments; and gifts. Ayes: Anderson, Boguszewski, Chu, Clark, Shaw. Nays: none. Motion carried unanimously.
- (62) Retirements. Chu moved, Clark seconded the retirement of Sally Schroeder with appreciation. Ayes: Anderson, Boguszewski, Chu, Clark, Shaw. Nays: none. Motion carried unanimously.

AVID Update and Certification. Delon Smith, associate superintendent of equity and innovation; Anne Barnes and Tana Bogenholm, AVID district directors; Maureen Kieger, teacher at Fairview Alternative High School; Scott Lauinger, AVID coordinator at Roseville Area Middle School; and AVID students in grades 5-12 presented information about Roseville Area Schools' AVID program. The mission of AVID, which stands for Advancement Via Individual Determination, is to close the opportunity gap by preparing all students for college and career readiness and success in a global society. The AVID program is currently schoolwide at Roseville Area Middle School, Roseville Area High School, and Fairview Alternative High School. The district has also implemented AVID in grades five and six at all elementary schools.

Staffing Diversity Report. Kenyatta McCarty, executive director of human resources, and Amanda Cotton, recruitment and retention specialist, reviewed data on staff diversity. Current data shows that Black, Indigenous and people of color make up about 15% of teaching staff and 27% of all staff. Recruitment and retention efforts were also highlighted, including career fairs, grow your own programs, and higher education partnerships. Members of FOCUS (Future-Oriented Community of United Support), the district's BIPOC educator affinity group, provided an overview of their work to recruit, retain and provide support for BIPOC educators.

- (63) Harambee Elementary School Flexible Learning Year Program Change. Boguszewski moved, Chu seconded approval to change the learning year program at Harambee Elementary School from a year-round program to a nine-month school year calendar, effective with the 2026-2027 school year. The administrative recommendation to change the flexible learning year program followed an extensive review of enrollment, attendance, academic data, and financial reports. Ayes: Anderson, Boguszewski, Chu, Clark, Shaw. Nays: none. Motion carried unanimously.
- (64) Resolution in Response to American Indian Parent Advisory Committee Letter of Non-Concurrence. Roseville Area Schools' American Indian Parent Advisory Committee issued a resolution of non-concurrence on February 18, 2025. A resolution of non-concurrence means that the Parent Committee finds that the district has not been meeting the needs of American Indian students. The AIPAC communicated its reasons for non-concurrence and recommendations in a presentation to the school board on February 26, 2025. Per Minnesota Statute, by resolution, the board must respond in writing within sixty days, in cases of non-concurrence, to each recommendation made by the committee and state its reasons for not implementing the recommendations. Chu moved, Clark seconded adoption of the Resolution in Response to Letter of Non-Concurrence. Ayes: Anderson, Boguszewski, Chu, Clark, Shaw. Nays: none. Motion carried unanimously.
- (65) Direct Primary Care Services Contract – Kavira Health. Boguszewski moved, Clark seconded approval of a one-year contract with Kavira Health to provide direct primary care services to district employees. By contracting with Kavira, the district will save approximately \$265,000 and hopes to see a reduction in overall healthcare costs. Ayes: Anderson, Boguszewski, Chu, Clark, Shaw. Nays: none. Motion carried unanimously.
- (66) Policy 724: School Bus Transportation (reviewed) Second Reading. Boguszewski moved, Clark seconded approval of Policy 724: School Bus Transportation. Ayes: Anderson, Boguszewski, Chu, Clark, Shaw. Nays: none. Motion carried unanimously.
- (67) Policy 732: Student Transportation Safety (revised) Second Reading. Shaw moved, Boguszewski seconded approval of Policy 732: Student Transportation Safety. Ayes: Anderson, Boguszewski, Chu, Clark, Shaw. Nays: none. Motion carried unanimously.

Study Session Report. Director Shaw reported on the April 8 study session. An annual report detailing the curriculum and program review system was presented. District administration also discussed the recommendation to change the flexible learning year program at Harambee Elementary School and shared supporting data.

Board Reports. Director Shaw attended a Falcon Heights Elementary PTA meeting and an American Indian Parent Advisory Committee meeting. Treasurer Clark toured Northeast Metro 916's Karner Blue Education Center. He also met with other members of the board subcommittee tasked with drafting a board member handbook. Director Boguszewski and Clerk Chu attended a family meeting at Harambee Elementary School. Chair Anderson congratulated Roseville Area Middle School teacher Sean Padden for being named a finalist for 2025 Minnesota Teacher of the Year. He also recognized April 22 as Earth Day.

Superintendent's Report. Superintendent Loeck did not give a report.

The Chair declared the meeting adjourned at 9:27 p.m.

Signed _____
Clerk

Approved _____
Chair

April 22, 2025

MINUTES OF THE SPECIAL MEETING, SCHOOL BOARD, INDEPENDENT SCHOOL DISTRICT NO. 623, 1251 West County Road B2, Roseville, MN 55113

May 2, 2025

Chair Todd Anderson called the school board meeting to order at 2:30 p.m. Board members present: Todd Anderson, Mike Boguszewski, Mannix Clark, Kitty Gogins. Board members absent: Rose Chu, Frank Shaw. Also present: Jenny Loeck, superintendent of schools, and approximately four other visitors or staff who attended all or part of the meeting.

- (68) Consideration of Transportation Bids for 2025-2026 School Year. The district issued a request for quote (RFQ) for student transportation services on February 27, 2025. Three bids were opened on March 26, 2025. After the bid opening, negotiations for Type C/D vehicles commenced, and the district's current transportation provider withdrew its bid. District administration is requesting that the board reject all bids so that they may begin direct negotiations with transportation providers.

Gogins moved, Clark seconded a motion to reject all transportation bids received on March 26, 2025, and authorize administration to enter direct negotiations for a contract(s) for student transportation, as authorized by Minnesota Statute 123B.52, subdivision 3. Ayes: Anderson, Boguszewski, Clark, Gogins. Nays: none. Motion carried unanimously.

The Chair declared the meeting adjourned at 2:38 p.m.

Signed _____
Clerk

Approved _____
Chair

May 2, 2025

Meeting Date: April 22, 2025

PAYMENT OF BILLS:
-April 1 - April 15, 2025

That bills in the amount of: **\$7,494,665.20** by the following funds be approved:

GENERAL	\$6,762,122.72
FOOD SERVICE	\$212,794.12
COMMUNITY SERVICE	\$328,360.67
BUILDING FUND	\$57,121.57
DEBT FUND	\$0.00
READING RECOVERY	\$0.00
AMSD	\$13,878.60
OPEB DEBT	\$0.00
DENTAL INS FUND	\$36,768.58
NO SUBURBAN COLLABORATIVE	\$38,759.21
EXTRA CURRICULAR-STU ACTIVITY	\$44,859.73

RECOMMENDATION:

That above payments are included in check numbers:

WIRE TRANSFERS	202400508	through	202400533
CHECKS	362094	through	362386
CAPITAL ONE AP CHECKS	8983	through	8999
ACH A/P	242510926	through	242510975

PAYMENT DISTRIBUTION BY FUND:

	GENERAL	FOOD SERVICE	COMMUNITY SERVICE	BUILDING CONSTRUCT	DEBT FUND	Delta Dental Self Insured	28-RR Fiscal Agent	29-AMSD Fiscal Agent	OPEB	N SUB COLL/ SCHLSHP	EXTRA CURR-STU ACTIVITY	TOTAL DISBURSEMENTS
WIRE TRANSFERS	\$3,173,207.49	\$36,169.33	\$120,941.29		\$0.00	\$36,768.58		\$3,833.72			\$954.14	\$3,371,874.55
CHECKS	\$1,495,417.09	\$96,047.57	\$33,304.76	\$57,121.57	\$0.00			\$700.17		\$38,759.21	\$43,724.80	\$1,765,075.17
CAPITAL ONE A/P	\$15,820.50	\$7,301.77	\$0.00									\$23,122.27
ACH A/P	\$6,081.99	\$320.41	\$389.39								\$180.79	\$6,972.58
TRANSFER TO PAYROLL	\$2,075,017.20	\$72,955.04	\$173,725.23					\$9,344.71				\$2,331,042.18
VOID CHECKS	(\$3,421.55)	\$0.00	\$0.00								\$0.00	(\$3,421.55)
TOTAL	\$6,762,122.72	\$212,794.12	\$328,360.67	\$57,121.57	\$0.00	\$36,768.58	\$0.00	\$13,878.60	\$0.00	\$38,759.21	\$44,859.73	\$7,494,665.20

BOND CONSTRUCTION FUNDS

April 1, 2025				
Cash & Investments	Revenue	Disbursements	Balance	Remaining as of
Balance	4/1 to 4/30	4/1 to 4/15	4/30/25	
\$8,525,711.53	\$0.00	\$0.00	\$8,525,711.53	

RECOMMENDATION:

The above disbursements include check numbers:

CHECKS April 1 - April 15	through	\$0.00	*next check start 102732
WIRES	through	\$0.00	
VOID CHECKS		\$0.00	

Meeting Date

05/13/2025

Extended Leave MS 122A.46

Eustis, Zachary

Effective Date 08/25/2025

Emmet D. Williams Elementary School Special Education Teacher

Requesting an extended leave through the end of the 2029-2030 school year.

Hired-New Licensed Long Term Substitute

Commer III , William

Effective Date 05/06/2025

Little Canada Elementary School School Nurse

Hired working 1.0 FTE as a Long Term Substitute effective May 6, 2025, through June 11, 2025.

Crowe, Emilv

Effective Date 04/21/2025

Brimhall Elementary School Elementary Teacher

Hired working 1.0 FTE as a Long Term Substitute effective April 21, 2025, through June 11, 2025.

Sakirgil, Can

Effective Date 04/21/2025

Roseville Area High School EL Teacher

Hired working .5 FTE as a Long Term Substitute effective April 21, 2025, through June 11, 2025.

Hired-Non-Licensed

Alnaashabandi, Ali

Effective Date 04/28/2025

Annétu Téca Education Center ECSE Paraprofessional

Hired working 3.7 hours/day effective April 28, 2025.

Brown, Ada

Effective Date 04/28/2025

Roseville Area High School Clerical Support Staff

Hired working 8 hours/day effective April 28, 2025.

Human Resources Information

5-C

Meeting Date

05/13/2025

Krech. Charlotte

Effective Date 05/12/2025

Anpétu Téça Education Center

Custodial Services

Hired working 8 hours/day effective May 12, 2025.

Resignation-Licensed

Bird . Lauren

Effective Date 07/30/2025

Harambee Elementary School

Music Teacher

Resigning effective July 30, 2025.

Engstrom. Berit

Effective Date 07/30/2025

Harambee Elementary School

Social Worker

Resigning effective July 30, 2025.

Jackola. Andrea

Effective Date 06/11/2025

Emmet D. Williams Elementary School

Speech Language Pathologist

Resigning effective June 11, 2025.

Milone. Stephen

Effective Date 06/11/2025

Roseville Area Middle School

Art Teacher

Resigning effective June 11, 2025.

Resignation-Non-Licensed

Havnes. Tatvana

Effective Date 04/22/2025

Roseville Area High School

Student Success Assistant

Resigned effective April 22, 2025.

Heine. Barbara

Effective Date 04/17/2025

St. Jerome School

Nutrition Services

Resigned effective April 17, 2025.

Human Resources Information

5-C

Meeting Date

05/13/2025

Modahl. Julie

Effective Date 04/15/2025

Brimhall Elementary School

Nutrition Services

Resigned effective April 15, 2025.

Pemmaraiu. Nickolas

Effective Date 06/10/2025

Parkview Center School

General Education Paraprofessional

Resigning effective June 10, 2025.

Petersen. Zachary

Effective Date 05/05/2025

Little Canada Elementary School

Student Success Assistant

Resigned effective May 5, 2025.

Termination

Hill. Perrion

Effective Date 05/01/2025

Roseville Area High School

Special Education Paraprofessional

Terminated effective May 1, 2025.

Unpaid Leave

Biehn. Amber

Effective Date 04/04/2025

Parkview Center School

Special Education Teacher

Unpaid leave from April 4, 2025, through May 2, 2025.

Hudella. Nicole

Effective Date 05/07/2025

Brimhall Elementary School

Elementary Teacher

Requesting unpaid leave from May 7, 2025, through June 11, 2025.

GIFTS TO SCHOOLS 2024/25

SCHOOL BUILDING	NAME/ADDRESS OF DONOR	GIFT	USE
Edgerton Elementary School	CHOPS 177 Galtier Pl St. Paul, MN 55126	\$1,200.00	Families in need
Edgerton Elementary School	Barb and Rick Kraft 1787 Humboldt Ave St. Paul, MN 55118	\$1,000.00	Culturally responsive books for media center
Falcon Heights Elementary School	Charities Aid Foundation America c/o Cyber Grants LLC PO Box 4355 Southfield, MI 48037-4355	\$48.51	Student needs
Harambee Elementary School	Christa Knudsen via Bank of America 401 North Tryon St Charlotte, NC 28255	\$500.00	Media center
Little Canada Elementary School	Rebecca Neamy via YourCause/Blackbaud 65 Fairchild St Charleston, SC 29492	\$34.00	School needs
Roseville Area High School	Anonymous via CyberGrants P.O. Box 634 Milwaukee, WI 53201	\$10.00	School needs
Roseville Area High School	Brian and Katherina Engman 1413 Eldridge Ave W Roseville, MN 55113	\$100.00	Girls track program
Roseville Area High School	RAHS Bullpen Baseball Booster Club 1240 County Rd B2 W Roseville, MN 55113	\$1,017.70	Clothing items for baseball program
Roseville Area High School	Chad Fuenffinger and Carla Zbacnik 827 Sextant Ave W Roseville, MN 55113	\$500.00	Boys golf program
Roseville Area High School	TruGreen 1790 Kirby Pkwy, Ste 300 Memphis, TN 38138	\$750.00	Boys golf program

Roseville Area High School	Adam and Nicole Hughes 319 5th Ave N South St. Paul, MN 55075	\$20.00	Girls golf program
Roseville Area High School	Punch Pizza 708 Cleveland Ave S St. Paul, MN 55116	\$166.86	Latino Club
Roseville Area High School	Jack Brodt c/o Jack W Brodt Agency 7300 France Ave S, Ste 402 Edina, MN 55435	\$250.00	Trap team
Roseville Area High School	Safari Club International Minnesota Chapter 13800 Nicollet Blvd W, Box 1303 Burnsville, MN 55337	\$2,200.00	Trap team
Roseville Area High School	Linda Rominek, Leon Betterman and Timothy Johnson 121 Hialeah St, Unit #2 Osceola, WI 54020	\$40.00	Boys track program
Roseville Area High School	Pamela D Samuelson 303 Hwy 78 S Otertail, MN 56571	\$100.00	Boys volleyball program
Roseville Area High School	Minnesota Vikings Football LLC 2600 Vikings Circle Eagan, MN 55121	\$3,000.00	Girls flag football program
Roseville Area High School	Gary Gray via Bevenity Causes 700, 611 Meredith Road NE Calgary, AB T2E 2W5	\$520.00	Alpine ski & swim and dive programs
Roseville Area High School	Jamey Johnson via Bevenity Causes 700, 611 Meredith Road NE Calgary, AB T2E 2W5	\$60.00	Riptide ultimate team
Roseville Area Schools	Karen Doherty via YourCause/Blackbaud 65 Fairchild Street Charleston, SC 29492	\$12.00	District needs
Roseville Area Schools	Aaron Mastrian via YourCause/Blackbaud 65 Fairchild Street Charleston, SC 29492	\$20.00	District needs

Agenda Topic: Minnesota Department of Education (MDE) Identified Official with Authority
Meeting Date: May 13, 2025
Contact Person: Mechelle Tessem

Background:

Designation of Identified Official with Authority for the Education Identity and Access Management System

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) to comply with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to the State of Minnesota Education secure systems in accordance with the user's assigned job duties.

Recommendation:

It is recommended that the board authorize Dr. Jenny Loeck to act as the Identified Official with Authority (IOwA) for Roseville Public School District 0623-01.

Action Required

Informational – No Board Action Requested



Roseville Area Schools

1251 County Road B2 West • Roseville, MN 55113

PHONE 651-635-1600 • www.isd623.org

Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Roseville Area Schools

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 0623-01

Superintendent or Exec. Director Name: Dr. Jenny Loeck

Will act as the IOwA? Yes No

If no, identify below the individual who will act as the IOwA for your organization.

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: _____

Title: _____

Board Member Signature:

Name: _____

Date: _____

Agenda Topic: Minnesota State High School League Membership Resolution 2025-2026
Meeting Date: May 13, 2025
Contact Person: Andrea Schmidt

Background:

Minnesota Statutes, Section 128C.01, requires individual school boards to annually authorize membership in the Minnesota State High School League. The attached resolution affirms that the school board delegates the control, supervision and regulation of League-sponsored athletic and fine arts activities to the MSHSL; adopts the MSHSL Constitution, Bylaws and Rules and Regulations; and that the administration and responsibility for supervising registered activities is assigned to the local school representative(s).

Recommendation:

It is recommended that the board approve the resolution for membership in the MSHSL for the 2025-2026 school year.

Action Required

Informational – No Board Action Requested



**2025-2026 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2025. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of _____ (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

(Designated School Representative – please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Print Name: _____
(Superintendent or Head of School)

Signed: *Signature required*

(Clerk/Secretary - Local Governing Board)
electronically through DocuSign
Date: _____

Signed: *Signature required*

(Superintendent or Head of School)
electronically through DocuSign
Date: _____



Education and Leadership for a Lifetime

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Summer 2025

Dear Head of School and Board Members,

This is an exciting time of year, as the League and our Member Schools are engaged in the work that is required to properly prepare for the 2025-2026 school year. This coming year will be a significant year in the Minnesota State High School League as, for the first time since the League's inception in 1916, the League will govern all programs and students in 9th grade in its approved activities. This monumental change may be rather unnoticed for many, as 9th grade students have long been eligible to participate in grades 10 – 12 programs, yet for some it will be very impactful. The League will expand its mission to provide educational opportunities through fine arts and athletics to all students in grades 9 - 12 as well as some in grades 7 and 8.

In preparation for approval and completion of your Resolution for Membership, please take a few minutes to review the League's founding purposes, its mission and beliefs that bind all Member Schools together. Please see the attached document that has been a standard in the League for many years. These important pillars are more than just words on a page; they drive the actions of all members of the League and provide the foundation for the decisions and the leadership choices the League makes every year.

The Minnesota State High School League is focused on support and leadership for our Member Schools. Beyond our state tournaments and fine arts festivals and competitions, this past year the League provided education to over 25,000 coaches and fine arts directors and certified eligibility for over 7500 officials and fine arts judges. Throughout this time, the League continues to provide leadership in establishing Member School driven bylaws, policies and rules. Together, our membership remains strong and is a supportive network to all Member Schools. The appetite in our communities for these activities continues to be incredible with the ultimate goal of providing opportunities for as many students as possible.

This has been a great year with understandable excitement in all League programs. The first year of sanctioned boys volleyball has been thrilling with the first state tournament at the University of St. Thomas. This year we had 79 teams and well over 100 schools registered in the inaugural year of boys volleyball. Similarly, there is outstanding growth in the number of girls wrestlers across the state of Minnesota. Each of the past three years we have nearly doubled the number of participants in this incredible sport. With plans to expand our state tournament to more girl qualifiers this coming year, we are also establishing a timeline for the full sanction of girls dual wrestling.

As we prepare for the coming year, it's important to know that the League has established a strong foundational financial base and is in a positive financial position in leading our schools.

Last year the League was able to credit membership dues and reduce them to a level that is the lowest in over 30 years. While attendance and excitement for our tournaments and events continue to be great, the increasing cost of venues and operations are having an impact. While we expect a significant membership credit, it is projected to be less than last year's record-setting amount. At the same time, we see the majority of our administrative regions providing financial support back to schools at year end, which is also helpful to member schools.

The League also recognizes the changing landscape in education, evidenced by the growing number of educational models for students across the state. We continue to study and establish governance for these schools, regardless of the model. The League is engaged with an ad hoc committee, of member school representatives, that is studying the various models that are part of the Minnesota educational landscape and will make recommendations as to the rules of eligibility for our Board of Directors.

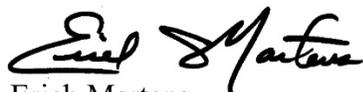
The leadership that the League provides also extends to our students as we look forward to our fourth year of statewide leadership and character events titled "Together We Make a Difference." Thanks to the committed partnership of our state associations; MSBA, MASA, MASSP, MNIAAAA, MSHSCA and AMSD, we have provided behavioral expectations for students and schools and energized student and staff leaders in making these a reality in our events. These highly engaging, student-energized conferences are designed to bring students together and establish safe, respectful and inclusive contests and events for all participants. In addition, these current and future leaders have the opportunity to engage with one another and commit to leading others in their school and community.

We truly appreciate all of our Member Schools and recognize that, even as some schools are consolidating or encountering challenges, our membership now exceeds 600 Member Schools on an annual basis. This signals the strength of our League and the quality of the experiences that our students have. We appreciate our longtime members and our newest members equally and welcome all to the Minnesota State High School League, a statewide community that shares the same beliefs, responsibilities and opportunities.

As you prepare to declare your commitment to membership and provide access to over 50 available fine arts and sports through the Minnesota State High School League, we ask each Member School and board to more clearly understand the depth of the League and recognize your role in leading within your school, your community, your conference and your section as we prepare for an outstanding 2025–2026 school year. Should you have any questions related to participation in the Minnesota State High School League, please reach out to our League Office or to me personally and we will do our best to serve our members. Thank you for all you have done to make the 2024-2025 school year a great one and the League is looking forward to beginning our new school year with the first day of practice on August 11.

Have an outstanding year!

Sincerely,



Erich Martens
Executive Director



FOUNDING PURPOSES

The Minnesota State High School League is organized for the following educational purposes:

1. To provide, promote, extend, manage and administer a program of activities for youth of the schools of the state on subsection, section and state levels in the fields of athletics, speech, music and dramatics on a competitive basis, as well as such other curricular and extracurricular activities as may from time to time be sponsored by the schools of Minnesota.
2. To establish uniform and equitable rules for youth in inter-school activities.
3. To elevate standards of sportsmanship and to encourage the growth of responsible citizenship among the students, member schools and their personnel.
4. To protect youth, member schools and their personnel from exploitation by special interest groups.
5. To provide mutual benefit and relief plans for the assistance of school students injured in athletic events or supervised school activities in meeting medical and hospital expenses incurred by reason of such injuries.
6. To serve the best interests of member schools and their students by providing a medium of cooperation and coordination in educational fields of endeavor and a series of related activities on a state-wide basis, which they individually could not achieve or accomplish for their students and which aid and assist the schools in maintaining a constantly improved program.

MISSION STATEMENT

The Minnesota State High School League provides educational opportunities for students through interscholastic athletic and fine arts programs and provides leadership and support for member schools.

Education and Leadership for a Lifetime

BELIEFS

We believe that...

- Participation in school activity programs is a privilege and not a right.
- Sportsmanship needs to have a constant presence in all school-based activity programs.
- Students should have an equal opportunity to participate in all activities offered by their school.
- Ethical behavior, dignity and respect are non-negotiable.
- Student participants who choose to be chemically free must be supported.
- Collaborative relationships with parents enhance a school's opportunity to positively impact student success.
- Academic priorities must come before participation in athletic or fine arts activities.
- Positive role models and an active involvement in a student's life by parents and others are critical to student success.
- High school activity programs are designed for student participants, and adults must serve in a supportive role.
- The success of the team is more important than individual honors.
- Compliance with school, community and League rules is essential for all activity participants.
- Participation in school-sponsored activities must be inclusive, not exclusive.
- Ethical behavior, fairness, and embracing diversity best serve students and school communities.

Agenda Topic: Policy 616: Instructional Materials Selection (revised) First Reading
Meeting Date: May 13, 2025
Contact Person: Jake Von De Linde

Background:

Jake Von De Linde, executive director of teaching and learning, will review recommended revisions to Policy 616: Instructional Materials Selection. New policy language addresses the selection of library materials. The policy was last reviewed in April 2021. This will be the first reading of the policy.

Recommendation:

Action Required Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 616 – Instructional Materials Selection

1.0 Purpose

The purpose of this policy is to provide direction for selection of all instructional materials.

2.0 Statement of Policy

Selection of instructional materials shall be in alignment with our District vision and support District policies related to curriculum.

3.0 Definition: Instructional Materials

Instructional materials are defined as all print and non-print materials used in the education of students. This includes, but is not limited to: (a) all materials used in the classroom and in extracurricular activities; (b) all materials in media collections--print, non-print, and online resources including recommended web sites and subscription databases.

4.0 Responsibility for Selection

4.1 The curriculum review teams and staff are responsible for the selection of instructional materials. Selection of materials adopted district wide will be made with input from teachers, students, administrators, other staff members and community members.

4.2 Library Materials

The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials. The procedures for selection and reconsideration set forth in this policy will be administered by:

4.2.1 a licensed library media specialist under Minnesota Rules, part 8710.4550;

4.2.2 an individual with a master's degree in library science or library and information science; or

4.2.3 a professional librarian or a person trained in library collection management.

5.0 Criteria for Selection

5.1 Instructional and library materials shall support and enrich the curriculum as defined in our District policies related to curriculum.

Policy 616 – Instructional Materials Selection

- 5.2 Selection of instructional and library materials shall take into consideration the varied interests, abilities, learning preferences, and maturity levels of all students.
- 5.3 Instructional and library materials shall provide multiple viewpoints on issues, including current and historically absent and counter narratives, so that students may develop the skills of critical analysis and informed decision making.
- 5.4 Instructional and library materials shall stimulate growth in knowledge and strive to develop the love of learning.
- 5.5 In making all instructional and library materials recommendations, staff will strive to place principle above personal opinion and reason above prejudice.
- 5.6 Instructional and library materials shall advance implementation of the district's Equity Vision, address inequities identified in program review, and promote an appreciation of all differences based on respect for self-worth, dignity, and personal value of each individual.
 - 5.6.1 Instructional and library materials will authentically embed and integrate the representation of current and historically marginalized groups.
 - 5.6.2 Instructional and library materials shall reflect diverse cultural values and beliefs of a pluralistic society.
- 5.7 Instructional and library materials shall be selected with consideration of, but not limited to, the following:
 - 5.7.1 Evidence of impact on student learning, as available
 - 5.7.2 Standards identified in program design
 - 5.7.3 Accuracy of material
 - 5.7.4 Inclusive of absent and counter narratives
 - 5.7.5 Representation of current and historically marginalized groups
 - 5.7.6 Organization and presentation of content
 - 5.7.7 Timeliness of materials
 - 5.7.8 Readability and/or appropriateness of reading level

Policy 616 – Instructional Materials Selection

5.7.9 Authenticity

5.7.10 Aesthetic values

5.7.11 Literary appreciation and style

5.7.12 Budgetary constraints

5.7.13 Support reading for pleasure

6.0 Instructional and library materials shall be reviewed on an on-going basis, consistent with District policies and procedures related to curriculum and collection development.

Adopted: 10-14-86
Revised: 12-11-07
Revised: 1-17-15
Revised: 4-13-21

Agenda Topic: Approval of Transportation Contract
Meeting Date: May 13, 2025
Contact Person: Shari Thompson

Background:

At a special meeting on May 2, 2025, the school board rejected all bids for transportation services and authorized district administration to enter direct negotiations for a contract for student transportation for the 2025-2026 school year.

Negotiations are now complete, and administration is seeking approval of a three-year transportation contract for school years 2025-26, 2026-27, and 2027-28.

The contract is within the board-approved budget parameters and has been reviewed by legal counsel.

Recommendation:

It is recommended that the board approve the three-year transportation contract commencing on August 1, 2025, and running through June 30, 2028.

 X Action Required

 Informational – No Board Action Requested

Primary Student Transportation Agreement

THIS AGREEMENT is made and entered into as of the 13th day of May 2025, by and between Independent School District 623 (Roseville Area Public Schools), Roseville, Ramsey County, Minnesota, with its District Center Office located at 1251 County Road B2 West, Roseville, Minnesota 55113, hereinafter called "School District" and Schmitt & Sons Transportation with its headquarters office located at 3100 State Highway 13, Burnsville, MN 55337, hereinafter called "Company".

WITNESSETH

WHEREAS, the School District desires bus services to transport certain of its students served by the School District during the school year; and

WHEREAS, the Company operates a school bus and student transportation service; and

WHEREAS, pursuant to Minnesota Statute 2021, Section 123B.52 sub. 3, District, through direct negotiations, has selected Company to furnish student transportation services to certain District students in accordance with the terms defined herein

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, District and Company agree as follows:

GENERAL TERMS AND CONDITIONS

1. **Entire Agreement.** This Agreement and specifications outlined in the original Request for Proposal, unless superseded by this Agreement, (including Exhibit A) constitutes the complete and exclusive agreement between the Parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to this subject matter.
 - The Section headings in this Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof.
2. **Privacy of Student Data.** Company acknowledges that certain information pertaining to School District Students may be subject to privacy protections under State or Federal law or regulations, including the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA"). Company will abide by any and all such laws and regulations. Company further acknowledges that records of the Services may be subject to a data request under the MGDPA. Compliance with any such request shall be at Company's expense.
3. **Notices.** Unless noted otherwise within this Agreement, any notice provided pursuant to this Agreement will be in writing and will be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, five (5) days after deposit in the U.S. mail, postage prepaid, certified mail return receipt requested; or if sent via overnight courier, upon receipt; (iii) electronic email notification, upon receipt. All notices to Company pertaining to this Agreement will be sent: Attn: Kathryn Forbord, 22750 Pillsbury Ave., Lakeville, MN 55044. In the case of any notice to be provided to the School District under this Agreement, notice will be sent: Attn: Director of Business Services, Roseville Area Schools District Center at 1251 County Road B2 West, Roseville, Minnesota 55113. Either party may change its address or its designated addressee by giving written notice to the other party in accordance with the terms of this Section.

The School District has outsourced its school transportation obligations to Company and has determined that Company is an entity with a legitimate educational interest or need to access certain educational records related to student transportation needs. Accordingly, the School District shall determine, consistent with state and federal law, what educational data to share with the Company to enable Company to fulfill its obligations under this Agreement. Such educational data will be used by Company for routing purposes only, and for no other reason. School District information acquired as a result of these services is confidential and shall not be disclosed unless required by law.

In the event that any disclosure of any documentation/information acquired by Company under this Agreement is required by law, Company will notify the School District of such obligation prior to such disclosure. Notwithstanding the above, Contractor shall be in full compliance with all non-disclosure and other requirements of FERPA and its regulations as well as laws of the State of Minnesota regarding educational records. Further, any documentation or information obtained pursuant to this Agreement will only be used for the limited purpose in which it was disclosed and will be destroyed or returned to the School District, at the sole discretion of the School District, upon termination of this Agreement.

4. **Assignment.** Company may not assign this Agreement nor any performance or obligations hereunder to any third party or subcontractor without the prior written consent of the School District provided, however, that Company may, without approval, assign this Agreement to a parent or subsidiary. Furthermore, Company shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the School District. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

5. *Advertising.* A school bus of any type operating under this Agreement with School District, transporting students and/or staff on any to/from school routes, field trip or activity trip may not display any type of advertising signage on the inside or outside of the bus without prior consent from the School District.
 - This does not include the Company's name, address, bus number or other legally required letters such as common carrier identification numbers
6. *Waiver.* The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder
7. *Amendment.* This Agreement may not be modified or altered except by written instrument duly executed by both parties.
8. *Severability.* If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.
9. *Governing Law; Venue.* This Agreement and performance hereunder will be governed by the laws of the State of Minnesota, without regard to its conflicts of laws rules. The parties' consent to the exclusive jurisdiction and venue of the courts of applicable subject matter jurisdiction in the District Court in Ramsey County, State of Minnesota.
10. *Survival.* Sections 9, 10, 11, 26, 27, and 28 will survive any termination, expiration or cancellation of this Agreement.
11. *Force Majeure.* In the event Company is unable to provide the transportation services herein specified because of any act of God, civil disturbance, pandemic, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Company's control, School District will excuse Company from performance under this Agreement. For the reasons identified in this paragraph, the District or Company shall have the right to terminate this Agreement or assume responsibility for providing the services required under this Agreement. The District shall have the right to operate the buses provided by the Company under this Agreement and employ such employees as the District deems appropriate and necessary to provide the regular services and operations contemplated by this Agreement. District shall pay the Company for the use of such buses used by the District consistent with the rates and provisions in this Agreement that applied to the Company and the District less all expenses and costs incurred by the District and reasonably necessary to secure the services of drivers and other hourly employees to provide the services. If the District agrees to use and operate the Company's buses, the District will provide the Company with a lease agreement, along with insurance and compliance matters, consistent with that required of the Company under this Agreement.
12. *Construction.* Each party acknowledges that it has had an adequate opportunity to review this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement shall be construed more strictly against one party than the party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
13. *Term.* The term of this Agreement shall commence as of the Effective Date upon the approval of this Agreement by the School District and mutual execution of this document by the parties
 - Initial term of agreement is August 1, 2025 to July 31, 2029
 - DISTRICT reserves the right to renew the agreement up to two (2) additional three-year extensions (2029-30, 2030-31 and 2031-2032 School Year (SY) & 2032-33, 2033-34, 2034-35 School Year (SY) during which time the DISTRICT reserves the right and option to directly negotiate with CONTRACTOR.
 - DISTRICT must provide its intent to renew to Company no later than January 1st, prior to the start of next term.
 - Renewal notice can be provided by mail, document service, or electronic mail.
 - Annual pricing increases are as follows, based on the 2025-2026 pricing located in Exhibit A:
 - SY 2025-2026 = See Exhibit A for 2025-2026 Rates
 - SY 2026-2027 = 5.0% from 2025-2026
 - SY 2027-2028 = 5.0% from 2026-2027
 - SY 2028-2029 = 3.0% from 2026-2027 or CPI/PPI capped at 5%, whichever is greater.
 - The Consumer Price Index (CPI) or Product Price Index (PPI) will be based on the 12-month period ending in the month closest and prior to December 31 of the previous calendar year to the start of the new contract year. CPI will be determined by the U.S. Bureau of Labor Statistics (bls.gov). Should CPI extend beyond 5% Company can request direct negotiations with School District.
 - District Option to Extend the Term of the Contract: The School Board reserves the right to renew the contract for additional years. This provision will depend on the District agreeing to rates, agreed at the start of the Contract Term or later negotiated for future option years subject to applicable law. Annual Price increases to be reviewed between District and Contractor at time of renewal.
 - It is furthermore understood that terms and conditions are to be reviewed each year and brought into conformance with any changes in the Minnesota Department of Education regulations or State of Minnesota and federal laws



14. *Non-Compliance.* School District reserves the right to take whatever action is deemed necessary to continue safe transportation for its students. Company will provide School District with prompt, efficient and quality transportation services always. Failure to provide this service will be considered non-compliance.

15. *Termination.* If either party shall fail or refuse to substantially perform the conditions of this Agreement or violate any of the covenants or duties imposed upon it by this Agreement, such failure, refusal, or violation shall entitle the other party to terminate this Agreement at any time. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the failure, refusal, or violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported failure, refusal, or violation, then this Agreement shall terminate.

- School District and Company agree to meet and make good faith *efforts* to resolve any disputes within thirty (30) days of the development of the dispute, prior to filing any action in a court of competent jurisdiction. Good faith *efforts* may include, but are not limited to, mediation and arbitration by mutual agreement.
- Notwithstanding the above, Company shall not be relieved of liability to the School District for damages sustained by the School District as a result of any breach of this Agreement by the contractor.

16. *Funds Availability; Federal Funds Contingency.* This agreement may be subject to or impacted by:

- Availability of funds
- If funds are unavailable to the School District to fulfill its obligations, this agreement shall terminate without liability to the School District.
- School District shall notify the Company in writing of such event of termination.
- Company will be paid for work performed up to the date of termination.

17. *Effects of Termination.* Upon the expiration or termination of this Agreement, the School District will pay Company for Services performed by Company as of the effective date of such expiration or termination, in accordance with the terms of this Agreement.

18. *Return of Data.* At the conclusion, termination, or non-renewal of agreement, whichever occurs first, Company shall:

- Return all documents, data and other information provided by the School District to Company, or Company's employees or agents in connection with this Agreement. Additionally, Company, upon the request of the School District, shall destroy all copies of such School District provided data, documents, or information in Company's possession or control, and provide School District with proof of such destruction within 15 business days of separation.

19. *Insurance* Company shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting District, its board, officers, employees and agents, and Company, its drivers and other personnel. Without limiting the foregoing, Company will comply with all Minnesota vehicle liability laws and workers compensation reporting requirements, regulations and procedures at all times. Valid certificates of insurance must be on file with the School District at all times.

20. *Minimum Insurance Coverage.* Insurance coverage required to be in place is subject to State law and may change. At a minimum, Company shall obtain and maintain during the Term coverage in the following amounts:

General Liability:	
General Aggregate Limit –	
Other than Products-Completed Operations	\$ 2,000,000
Products- Completed Operations Aggregate	\$ 2,000,000
Each Occurrence	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Damage to Premises Rented to You	\$ 200,000
Medical Expense	\$ 10,000
Sexual Abuse or Molestation (Occurrence Coverage)	\$2,000,000
Commercial Automobile- Combined Single Limit	\$ 1,000,000
Workers Compensation: Statutory	
Employers Liability-Each Accident	\$ 1,000,000
Employers Liability – Policy Limit	\$ 1,000,000
Employers Liability – Each Employee	\$ 1,000,000
Excess Coverage (over primary coverage listed above):	
Each Occurrence	\$ 9,000,000

21. *Insurance Conditions.* All coverage must require a minimum of thirty (30) days' advance notice of cancellation, with notice to be provided to the School District. All insurance policies will be written with insurance companies licensed to do business in the State of Minnesota Except for workers compensation, all such policies must list the School District as an additional insured party for claims arising under this Agreement.
- Additional information:
 - Worker's Compensation coverage during the life of the contractor for the protection of the employees in the amount as required by law. A waiver of subrogation in favor of Roseville Area Public Schools #623 shall be included.
 - General liability insurance cannot have an exclusion for sexual abuse or molestation.
 - No liability resulting from a vehicular accident, or any driver or operational negligence will be assumed by the District, its employees or its authorized representatives.
22. *Relationship of Parties; Subcontracting.* This Agreement is not intended to create, and does not create any partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties, beyond the relationship of parties to a commercial contract. Neither party is, nor will either party hold itself out to be, vested with any authority to bind the other party contractually, or to act on behalf of the other party as a broker, agent, or otherwise. Company will not subcontract the Services, or any portion of the Services, nor will it engage independent contractors to perform the Services or any portion of the Services, without the School District's prior written consent.
23. *Representations and Warranties* Company represents and warrants to the School District that: (i) it is a legal entity duly organized, validly existing and in good standing and (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder; (iv) it will comply in all material respects with all laws and regulations applicable to the performance of its obligations hereunder and will keep and obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (v) that, to Company's best knowledge, all Personnel providing Services under this Agreement will be eligible to legally work in the United States
24. *Indemnification.* Company shall hold School District, its governing board, officers, employees, and agents harmless and shall indemnify School District, its governing board, officers, employees, and agents from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Company in the performance of this Agreement, except to the extent such claim or demand arises from or is caused by the negligence or willful misconduct of School District, its agents or employees. Company also agrees to indemnify and save the School District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Company's acts in providing transportation of the Students. To the extent permitted by state law, School District shall hold Company, its officers, employees, agents, successors and assigns harmless and, to the extent permitted by state law, agrees to indemnify Company, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act of neglect, default or omission of School District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Company, its agents or employees.
25. *Waiver of Subrogation.* The Company waives all rights against School District, its officials, volunteers, and employees for damages to the extent covered by insurance required by this Agreement, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.
26. *General Policies and Procedures.* For the period of time that buses are operated pursuant to this Agreement. School District Policies and Procedures where applicable and appropriate shall apply to students, staff and any authorized riders. The policies below must be reviewed with all Company employees as they will be responsible for compliance with these policies. The most up to date policy in effect shall be the applicable policy at any time during the duration of the Agreement. School District shall provide new policies to the Company when a policy has been amended or updated. It is the expectation of the School District that the Company understand and follows all District Policies, including but not limited to, the following:
- ISD 623 Policy 104: on Equal Educational and Employment Non-Discrimination- shall apply to all transportation service providers and bus operators
 - ISD 623 Policy 420 & MSBA/MASA Model Policy 415 on Mandated Reporting of Maltreatment of Children and Vulnerable Adults -All contracted employees are mandated to report suspected neglect or abuse (physical or sexual) of vulnerable adults or children in the home, school, and community settings. Any Company employee having reasonable cause to suspect that a student is being physically, emotionally or sexually abused, or neglected must immediately report this information to the appropriate authorities (Minnesota Department of Education), local welfare agency, police department, or the county sheriff).
 - ISD 623 Policy on Student Discipline - 520 shall apply to transportation service providers, and bus routes
 - ISD 623 Policy on Bully- 508 bullying and cyberbullying are prohibited conduct amongst students.
 - ISD 623 Policy on Student Transportation Services – 520 & 732 shall govern student behavior on or around school buses
 - School District policies regarding transportation and the prevention of harassment and violence, including but not limited to ISD 623 Policy 416, 544, 724, & 73

SCOPE OF SERVICES

27. *General Obligations.* Company shall transport public and non-public School District resident students and open enrolled public school non-resident students who meet the eligibility criteria of the Minnesota Department of Education School District transports resident students to programs and schools outside the geographic boundary of School District. School District will determine all eligible students and bus routes Company shall implement changes in accordance with School District's route change process.

- All Students will be transported safely and in reasonable comfort.
- All Students will arrive at their respective schools in advance of the start of school but not more than thirty (30) minutes before the start of school based on the published school start time.
- All Students will be picked up from their respective schools within ten (10) minutes after the established dismissal time for such schools and transported home or to their designated bus stop in a timely manner.
- All Students with special education needs will be transported in a dignified and safe manner that accommodates their condition. Without limiting the foregoing, such transportation will comply with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Minnesota Human Rights Act, and, if applicable, the Student's individualized educational program ("IEP")

28. *Routing.* The School District will provide routing for all contracted bus services and maintains sole approval authority on route awards, equipment, and personnel utilized.

- The School District may, at its choice require the Company to support and collaborate in bus routing functions as needed. If additional staffing is required to accommodate expanded routing needs, this will be negotiated directly between the School District and Contractor.
- The Company will be required to have staff fully trained in the use of the School District's transportation routing software and all subsequent software and electronic programs to successfully conduct daily business.
- The School District assumes full responsibility for the development of transportation routes. The School District reserves the right to change or alter the route of travel, bus stop location, or route times. In the event such changes become necessary, The School District will give Company reasonable notice of such change.
- Routes shall be delivered to the Company by the School District on or around the second week of August.
- Route Elimination/Consolidation: The School District reserves the right to increase, decrease, consolidate or eliminate routes when it is in the best interest of the School District. All routes will be reviewed by The School District staff during the school year to ensure efficient routing. Volume changes are subject to change throughout the Agreement period. School District will preliminarily notify Company of route elimination/consolidation, or the addition of routes requiring additional buses, by July 1st for following school year term so fleet acquisitions can be properly reviewed/addressed.

29. *Driver's Route Procedures.* For all routes, the following applies:

- Drivers will transport students on routes and make stops according to the timetable designated by School District in accordance with the following rules to and from school and on all school related activities:
- Only students assigned by School District will be transported on school buses under Agreement with School District.
- Students are to be released from the bus only at school or at the designated school bus stop. The school bus driver does not have the authority to suspend transportation service for a student or to remove a student from the school bus en route.
- No student will be allowed to stand on the bus or to sit in the lap of another student while being transported. Drivers will notify Company dispatchers if an overload situation exists, and the Transportation Department will make a vehicle or run adjustment.
- Each route will be traveled, with pickups and discharges made in accordance with the student transportation policies.
- For Type A, C and D buses- Drivers will be responsible to safely load and unload students only in the right lane of the roadway, at bus stops on bus routes approved by School District.
- The school bus driver will supervise the safety of the students when they cross the street or highway before entering or leaving the bus, by activating the 8-way light system, stop arm and crossing gate.
- School bus stops are to be made only at the location specified on the route copy. Except for stops, which are specifically listed on the route copy as house stops, the school bus is to stop only at the designated corner, approximately ten (10) feet back from the intersection. Drivers who are approaching school bus stops where students are standing in the street, are pushing or shoving on the curb line or are exhibiting some other type of unsafe behavior must come to a complete stop at least ten (10) feet back from the students and may not finish approaching the students until the unsafe behavior has ceased.
- The school bus driver will always wear a lap/shoulder seat belt when the vehicle is in motion.
- The school bus driver shall have the 2-way radio turned on with the volume adjusted so that the driver will hear when called.

- The school bus driver will not operate a vehicle under this Agreement while wearing headphones or earphones. This does not prohibit the use of hearing aid devices worn by drivers who qualify with these devices under Minnesota Department of Public Safety Rule 7414.1200
- The school bus driver will take reasonable precautions to protect students from injury.
- The school bus driver will stop the bus at all railroad crossings according to state regulations unless such crossings are marked "exempt."
- The school bus driver will not transport dangerous materials such as firearms or gasoline cans. Animals (except service or companion animals for students with disabilities) are not allowed on the bus. Musical instruments, encased sports equipment (uncased not allowed) or other items must fit between the student's legs and not extend above the student's waist. Objects that might endanger the safety of the driver or passengers are also forbidden.
- The school bus driver will observe the following procedures, which apply to all types of school buses (including Type III), when backing a school bus:
 - Never run a school bus in reverse on school property, unless assisted by another responsible adult.
 - During loading at bus stops where turning the bus around is required, pick up the students before backing up
 - During unloading at bus stops where turning the bus around is required, complete the turn-around before discharging the students from inside the bus
- The school bus driver will obey all posted speed limits while operating a school bus. The driver will adjust the speed of the school bus when conditions (road, traffic, vehicle, light or weather) warrant reduced speeds
- School bus drivers will not distribute, or allow distribution on the bus, any written, printed or electronic materials unless directed by the Company, School District personnel or Transportation Department staff.
- The school bus driver will follow School District's protocol on smoking and tobacco products, which means no smoking, electronic cigarettes, or other tobacco use while on the school bus or on school grounds. Cigarette smoke resides in clothing and on the body. Avoid smoking prior to beginning your shift or while on break.
- The school bus driver will never use a school bus or any other related property for any other purpose than the transportation of students on to/from routes or on school-related activities
- The school bus driver will stay in the driver's seat of the school bus or at the front door entrance of the bus when students are in the area. Whenever the driver leaves their bus, the driver will stop the engine, remove the ignition key and set the brakes
- The school bus driver will always keep the entrance door closed when the bus is in motion.
- There will be no students in the school bus when the bus is being fueled.
- The school bus driver will immediately report all accidents or incidents, to the dispatcher or the Safety Supervisor and follow company protocol.
- In case of an accident or mechanical breakdown of the bus, the driver will not leave the bus but will summon help via cell phone if the 2-way radio is inoperable
- Trailers may be pulled behind school buses for field trips or athletic trips only
- The school bus driver will conduct a pre-trip safety inspection on the school bus before all routes and/or trips.
- Twice during each school year, all students will be instructed in safe riding practices and will participate in emergency evacuation drills. All drivers will participate and educate students on the proper procedure to perform an emergency evacuation. This includes how to shut off the bus engine, place the radio microphone outside the driver's window area, where the seat belt cutter is located, and how to properly evacuate with the multiple exit points. The bus driver will instruct all students of the drill in advance and inform them that all personal items will remain in the bus while performing the drill. Each student will be directed of the procedure and demonstrate competency while performing the drill.
- The school bus driver will not use a cellular telephone at any time when the school bus is in motion or there are students on board or about to board. If required for business purposes under MN State Statute 169.443, a driver is to pull over in a safe location, shift into neutral or park and set parking brake. This includes texting while driving
- The school bus driver must not use a video recording device on their bus to record any type of student interaction or activity
- Information about individual student(s) pertaining to discipline problems, juvenile corrections, family situations, health conditions or disabling conditions is considered to be private data and is protected from distribution under the provision of Section 34 of the Code of Federal Regulations, FERPA, and Chapter 13 of Minnesota Statutes, more commonly referred to as the Minnesota Data Practices Act.
- Private data regarding specific students may be supplied to a Company or contract driver, for the protection of the student or to facilitate safe transportation due to the student's unique needs. The school bus driver may not discuss this

information with any person other than an authorized SCHOOL DISTRICT staff member. This information may not be released to any individual, or organization. Restricted data includes information on medical or handicapping conditions provided to the driver under state regulations.

- No news media, including reporters and/or photographers for any radio or television station or any newspaper will be allowed on any school bus operating under this Agreement or to interview any SCHOOL DISTRICT students while on the school bus, without the knowledge and permission of the Communications Director and the Transportation Department. Further, no news media will be allowed to photograph students on school property, including SCHOOL DISTRICT-contracted school buses, without the permission of the parent or guardian in the form of a signed release to SCHOOL DISTRICT on file for the school year. Any news organization seeking permission to ride on a SCHOOL DISTRICT route must be referred to SCHOOL DISTRICT.
- The school bus driver will not use profane or indecent language with the public, students, school staff or SCHOOL DISTRICT transportation staff.
- Drivers will take appropriate action to maintain order among the students when they are transported. Drivers will report all incidents of student misconduct or any other violation of the SCHOOL DISTRICT Discipline Protocol to the Dispatcher.
- If an emergency occurs, or if a school bus driver is unable to deliver a student to the student's designated stop (e.g., because a parent or guardian is not at home), the school bus driver must immediately radio the dispatcher. The dispatcher must immediately notify the Transportation Department of an emergency after contacting the 911 emergency system dispatcher.
- Drivers may not refuse to transport any student without prior approval of SCHOOL DISTRICT.
- The school bus driver must report to their dispatcher any instance in which he/she is requested to transport an unusual or unsafe wheelchair. The dispatcher must immediately forward this concern to SCHOOL DISTRICT.
- All medical devices, such as suction machines, oxygen cylinders, ventilators or respirator units will be securely attached to the wheelchair. Adaptive devices such as walkers or collapsible wheelchairs must be secured whenever the bus is in motion. Booster seats must be restrained whenever they are not occupied by a student.
- Service Animals and emotional support animals must be transported in accordance and compliance with the Americans with Disabilities Act and any other applicable laws, legislation, laws, rules and regulations.
- All school bus drivers are mandated reporters. If a driver witnesses or is made aware of a student being maltreated by staff or others must report all incidents if they have reason to believe that a student is being abused, neglected, or financially exploited. Maltreatment reports must be submitted directly to the Minnesota Department of Education and SCHOOL DISTRICT transportation must be informed as well.
- Drivers must walk through the bus after every route to make sure that there are no longer any children on the bus.
- The school bus driver will observe all other operating rules and procedures (not listed above) as directed by SCHOOL DISTRICT.
- The SCHOOL DISTRICT School Board may adopt such additional operating rules as deemed necessary to meet local conditions and needs, providing they do not conflict with state laws and regulations.

30. Loading and Unloading. School bus drivers must comply with Minnesota State laws, Minnesota Department of Education regulations as well as SCHOOL DISTRICT Policies and Procedures when loading and unloading students. At the school, the bus will load and unload only at the right side of the curb or at designated places on school grounds. Upon leaving school grounds the buses will maintain a safe interval.

- If drivers feel that a designated stop is unsafe, they must notify their dispatchers and management team as soon as possible and inform them of any concerns or hazardous areas that are present. SCHOOL DISTRICT staff will work with the bus Company to address these concerns.

31. Student Management on Bus. School bus drivers shall maintain an orderly and safe environment on the school bus. This is the responsibility of the school bus driver.

- A driver who observes a student engaging in inappropriate behavior will verbally warn the student that his/her actions are improper. If the student continues to engage in this behavior, the bus driver will report the student's behavior on a Transportation Incident Report form and return it to their dispatcher.
- A school bus driver must be cautious in the actions he/she takes to achieve a safe environment on the bus. Inappropriate behavior must be reported, in writing, to the Company. The driver may assign seats if necessary.

32. *Prohibited personnel actions.* Company personnel shall NEVER do the following:

- Confront students in a showdown of authority.
- Threaten a student who disobeys a bus safety rule.
- The bus driver must refrain from indicating to a student what form of consequences will be administered.
- Remove a student from the school bus.
- If a student insists on leaving the bus, the driver must instruct the student that he/she is not allowed to leave the bus except at the assigned stops.
- Grab, hit, push, or use force toward any student on the school bus. Conditions under which a school bus driver is allowed to touch a student are to prevent a student from harming another student or harming himself/herself, or to assist a student.
- Make statements to students that imply or demonstrate prejudice of any kind.
- Use brakes as a form of discipline

33. *Discipline Reporting Procedure.* The school bus driver will report all inappropriate behavior to their dispatcher by means of the Transportation Incident Report form

- Bus Company will enter a bus discipline report into the Transportation Incident Reporting System within 24 hours of the time of the incident.
- The driver may check with their Dispatcher to review the Company's action taken concerning the discipline problem.
- Discipline problems that are not reported in writing by the bus driver may result in disciplinary action against the driver.

34. *Special Education Transportation.* Above & Beyond procedures and requirements described this section involve additional care, training, and precaution to assure the safe transport of Students with special needs, as determined by the School District, due to enrollment in a special education program Company shall provide Special Services pick-up and drop-off services to and from schools as follows:

- Company will ensure that all Drivers assigned to the Special Services program are properly trained to meet specific needs of the student and of the proper disposition to transport and interact with Students in the Special Services program.
 - If Company becomes aware of any reason why a Driver in the Special Services program may not be suitable for an assignment to that program, or if the School District notifies Company that it has reason to believe why a Driver in the Special Services program may not be suitable for an assignment to that program, Company will, within three (3) business days after notice is given by the School District, promptly reassign any such Driver to a non-Special Services Route and replace the Driver with another Driver who is trained for and suited to the Special Services program.
 - Drivers will take special care in transporting Students in the Special Services program.
- The school bus driver is responsible for the proper use of the wheelchair securement system and for ensuring that the system is in proper condition for use. The driver must:
 - Inspect the securement straps and the occupant restraint belts prior to use.
 - Report any worn straps to their dispatcher and ensure that worn parts are replaced.
 - Properly secure the system to the wheelchair according to the system manufacturer's operating instructions and pull on each strap and belt assembly to ensure proper attachment and adequate tension.
 - Check to ensure that the student is wearing the mobility device seat belt.
 - If the system is attached to the wheelchair by a bus Para, the driver must check each attachment to ensure the system has been properly applied
 - Keep straps and belts off the vehicle floor, as much as possible, when not in use.
- All Drivers must be trained and responsible for knowing and operating all specialized equipment according to School District safety protocol including, but not limited to:
 - Wheelchairs
 - Buckle Guards
 - Safety Vests
 - Booster Seats
 - Scooters
 - Support Animals
- Company will supply Educational Support Professionals (ESPs), also known as bus aids or bus paras, when required by student's individualized education program (IEP). Contractor may request annual IEP review meetings to effectively meet the needs of students.
 - o ESP Guidelines:
 - ESP pick up locations are designated by School District
 - School District may assign an ESP to any bus; and
 - Drivers may not refuse an ESP assignment.

- Drivers will pick up and drop off Students in the Special Services program in the manner specified by the School District, which could include home to school transportation. Company will provide route maps and stop listings to Drivers, which maps, and listings will indicate the directions of travel, time of pick up and/or drop off and the names and addresses of Students assigned to each Run.
- Company will strictly comply with any specific policies and procedures of the School District with respect to the transportation of children with disabilities.
- All Drivers and assistants shall be provided specific training on students with disabilities and medical conditions for the students assigned to the route prior to execution of the route or as required by federal, state, or School District requirements. Additional training will be required to train drivers in pro-active and de-escalation strategies when working with students who have emotional and behavioral challenges.
 - Training in these two areas will occur for no less than 6 hours and the cost of any such training shall be the sole expense of Company. All information related to students in the Special Services program shall remain confidential, in accordance with applicable federal and state law.
- Company and its employees shall comply with applicable provisions of the Minnesota Rules 7470.1600 and 7470.170 when transporting children with disabilities.

35. *Dry Run.* Company, in cooperation with the School District, will conduct "Dry Runs" for all Routes prior to the first day of each school year once final routes have been received. The exact date will be determined by the Company after consultation with School District. Company will operate all Routes as they are to be conducted on the first day of school. Company will, in consultation and cooperation with the School District, conduct an orientation for all Personnel (as the term is defined below) prior to the Dry Run day, at a site and time designated by the School District.

36. *Emergency Drills.* During the school year, Company will periodically conduct emergency exit drills in accordance with applicable laws, rules and guidelines.

37. *Notification of Delays.* Company shall immediately notify the School District and each affected school or other site, parent or guardian of any Transportation Service delay in excess of 10 minutes, including bus breakdowns. School District will provide Company with communication plan for central messaging to parents. Company will provide such notice at the commencement or "sign-on" time for the affected Route or as close to such time as reasonably possible. For the avoidance of doubt, it is Company's responsibility to directly notify all affected schools of any delay in Transportation Services.

38. *Unscheduled School Closing.* To the extent practicable, the School District shall notify Company not later than one (1) hour before early dismissal or early school closure and Company shall pick up the affected Students and transport them from school along their typical Routes. Company acknowledges that early dismissals or closures will happen from time to time during the school year, and Company shall establish an early dismissal plan to accommodate early dismissals or closures on a safe and timely basis. The decision to implement an early dismissal or school closure may only be made by the School District. Such decisions will be communicated to Company only by the School District's superintendent or another individual designated by the School District.

Weather. In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early due to weather, School District shall notify Company not later than 5:30 a.m. on the day of such cancellation.

39. *Additional Activity Services.* Company shall provide Transportation Services for extended school day activities, altered school start/dismissal times, and other activities at times and locations as the School District may require from time to time.

40. *Emergency.* In the event of an emergency, crisis, or other highly important event the Company must be willing to quickly recruit drivers and dispatch school buses to a location within School District to safely evacuate students, staff, and community members to other designated sites within School District.

BILLING AND PAYMENT

41. *Billing.* Company shall invoice School District for all services rendered during the previous month within thirty (30) days of the end of the previous month.

- School District will process invoices for payment within thirty (30) days of receipt
- The bills and invoices will be in a format and media type as approved by School District
- The standard invoicing structure will include basic information such as number of buses, hours, mileage, and days operated
- School District requests that the Company sends School District a preliminary invoice for all mid-day, excess time, late activity, and adaptive sports invoices
 - o School District will review the pre-invoice and work together with the Company to finalize a final invoice to be submitted to School District.
- Live time invoicing will be calculated the following way: on the first and fifteenth of each month School District will send the Company a report generated out of our School District routing software that provides them with the excess time for each route. If change points on route require review prior to first and fifteenth of each month, routes will be logged on a change point spreadsheet to effectively manage and implement changes. The Company will use this report to create a monthly invoice for any excess time billing in accordance with Appendix A for any overages

42. *June Billing (annually).* School District requires the Company to invoice School District twice in the month of June for all year end services.

- The Company will invoice all outstanding transportation services for the current fiscal year no later than the end of the week activities, fuel escalation, hold back, and all other transportation-related services. A final cleanup invoice for the month of June will be submitted no later than seven (7) days following the last day of June. This will include all summer school routes for the month of June and any field trip work completed by Company for the school year

43. *Billing Definitions.* The following definitions will be utilized in determining billing:

- "Live Time" is defined as the time from when bus arrives at the assigned pickup location at the designated time to the time at which all assigned riders are dropped off at their assigned destination
- "Overage" fees apply when schedule routes run greater than 5 minutes more than projected route time. These will be invoiced in fifteen (15) minute blocks. Any discrepancies in billing will be verified and audited using GPS. The Company and School District will communicate & come to final agreement after negotiating.
- "Mileage" fees apply when a charter/activities bus trip exceeds 30 miles in length from the point of origin. This mileage will be determined by the actual trip mileage based on the driver trip sheet. This may include "Dead head" mileage when driver has to exceed over 30 miles to pick-up students and return them to point of origin.

44. *Payment and Terms.* School District will process invoices for payment within thirty (30) days of receipt pursuant to Minnesota Statute 471.425

- District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state, or local law, ordinance, rule or regulation.
- In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes.
- If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

45. *Taxes.* The School District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70.

- Company shall not charge District for such sales and use taxes. Alternatively, Company shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Agreement: construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Company shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Company including penalties and interest with respect thereto and including any and all expenses (including attorneys' fees) or damages that result from a failure by Company to properly remit or reimburse District for any and all such sales and use taxes provided above.
- School District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

FEES AND MINIMUMS

46. *Fuel Cost Adjustment Fees.* This agreement does not include the charge of a fuel surcharge. In the event of a significant increase in fuel costs, the School District will reimburse as defined in below:

- Diesel
 - o If the average price of diesel fuel exceeds the fuel base rate, established at \$3.75 per gallon for the duration of this agreement, School District will reimburse Company for fifty percent (50%) of the per gallon cost over the established base rate. Purchase price of fuel will be the invoice price minus the Federal Excise Tax.
- Gasoline
 - o If the average price of gasoline fuel exceeds the fuel base rate, established at \$3.75 per gallon for the duration of this agreement, School District will reimburse Company for fifty (50%) of the per gallon cost over the established base rate. Purchase price of fuel will be the invoice price minus the Federal Excise Tax.
- Alternative Fuel Source Vehicles
 - o Should any other alternative fuel source vehicle be discussed by the Company to use for District routes or trips, a Memorandum of Understanding will be documented with the agreed upon rate between the Company and the School District.

47. *Compensation for Cancellations.* Should the district cancel routes, Company will be compensated as such:

- Company will be compensated for minimum of 170 calendar school days per school year term. If a school day is canceled, without any route engaging in transporting students to and from school, will be invoiced at 90% of any route canceled.
- Company will never receive less than 90% of any route due to a cancellation.
- The District and Company will be in communication as to whether the canceled day(s) will be made up or not so the Company can communicate to their employees. Company agrees to pay all drivers, aides, staff, employees their regularly scheduled wages.
- Company will be compensated for 100% if it exceeds the 170-day minimum.

RECORDKEEPING AND REPORTING RESPONSIBILITIES

48. *Records Management and Maintenance* Company shall maintain current and update to books, records, and accounting documents

- School District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Company, its agents, and subcontractors to verify Company's performance and all expenses submitted pursuant to the terms of this Agreement.
- Company shall make such items available for inspection during normal business hours at Company's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. All such items shall be retained by Company during the term of this
- Agreement and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Agreement shall be retained by Company, its agents and subcontractors, if any, until the claim has been resolved.

49. *Operational Reporting.* Company shall keep accurate records and, within three (3) business days of receipt of a request pursuant to this Section, must submit written reports to the School District on various topics and categories of information in the format preferred by the School District (or its designee), including, but not limited to the following:

- Monthly ridership and bus load data
- Maintenance status of all Vehicles
- MVRs from the MN Department of Public Safety for all drivers
- Vehicle inspection reports After the MN Department of Public Safety school bus annual inspection, or after any random inspections which may occur, Company shall forward a copy of the inspection results to School District.
- Accident summary reports, summarizing all accidents that occurred.
 - Notwithstanding anything in this Agreement to the contrary, Company shall immediately notify the School District upon the occurrence of any accident as noted above.
- Load Analysis
- Late buses
- Personnel status, including number of Drivers on hand, terminated, in training
- Safety/Discipline reports
- Driver absences
- Stop Arm Violations
- Fuel Reports
- Drug and Alcohol Testing
- Such other reports as the School District may reasonably require
- Schol Bus Seating Charts

DRIVERS AND PERSONNEL

50. *General.* Company shall hire and employ all necessary personnel to perform the Services in a professional manner (collectively, "Personnel"). Personnel shall include bus drivers ("Drivers"), supervisors maintenance staff, administrative and support staff, and such other personnel as may be required to perform the Services.
51. *Relationship of Employees.* The parties agree that all Personnel shall be deemed the employees of Company and such Personnel will not be considered employees of the School District for any reason or purpose. Company shall have the responsibility for hiring, training, retaining and terminating all Personnel. Company shall direct the place, time and performance by Personnel of the duties assigned to such Personnel in the manner Company deems appropriate to provide the Services in accordance with the terms of this Agreement. The School District may notify Company of reasonable concerns it has as to certain Company Personnel. If the School District raises reasonable concerns, Company shall review the concerns articulated by the School District and take prompt action to address the School District's concerns in a manner the Company deems appropriate. The determination of any appropriate corrective actions or sanctions shall rest with Company alone, provided, however, that the School District shall have the right to require Company to remove from service under this Agreement any employee who, at the School District's sole discretion, is deemed unsuitable to provide services under this Agreement, provided the request is made in writing and it does not violate applicable laws and regulations. Company will respond promptly to such School District requests. Company acknowledges and agrees that its Personnel are not eligible for any School District employee benefits, including, but not limited to: holiday, vacation or sick pay, social security, Medicare, unemployment or disability insurance, workers' compensation, health benefits, 401(k), or any other employee benefit (collectively, "Employee Benefits")
52. *Worker Eligibility in Hiring Process.* Company agrees to meet all Bureau of Citizenship and Immigration Service (BCIS) Requirements in hiring process.
- Company shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.
53. *Nondiscrimination.* The Company will maintain a policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, or sexual orientation and is committed to transacting business only with firms who follow these practices
- Company must apply every good faith *effort* to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship
 - As applicable, Company shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor.
 - By accepting this Agreement, Company certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.
 - During the performance of this Agreement, the COMPANY shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The COMPANY will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment in compliance with state and federal laws
54. *General Manager.* Company shall appoint one (1) full-time General Manager ("General Manager") who's responsibilities will include:
- Day-to-day management and oversight responsibilities over the Services.
 - Working as liaison with School District transportation staff
 - Will have the authority to make personnel and equipment related decisions that will ensure uninterrupted service and safe operation of all the assigned bus route
 - Must be always accessible to School District via smart device (emails/text calls)
55. *Assistant Manager.* Company will dedicate a minimum of (1) one full-time Assistant Manager
- Either General Manager or Assistant Manager will be present in facility between hours of 6:00AM - 6:00 PM on all school days
56. *Dispatch Staff.* Company will dedicate a minimum of two (2) full-time dispatchers and one (1) part-time dispatcher to serve as a backup/relief.
57. *Special Needs Coordinator/Trainer (can drive)* Company will dedicate at least one (1) full-time special needs coordinator/trainer AND one (1) part-time trainer to act as relief/backup, who will dispatch buses, provide daily ongoing assistance to drivers during bus operations in regard to problems, scheduling, routing and be available between 6:00 a.m. and 6:00 p.m. on all school days.
58. *Field Safety Supervisor.* Company will dedicate ONE (1) full-time Safety Supervisor who will be responsible for:
- Training, monitoring, and interoffice communication concerning the implementation of School District bus safety policies and procedures
 - Perform route audits, bus complaint investigations, safety-related issues, and all other field safety-related challenges.
 - Review and watch bus videos at the discretion of School District as needed and ongoing to investigate and review bus issues and drivers driving habits.

- Daily supervision of safe bus operations and the implementation and management of safety programs to include, but not restricted to driver safety training, student school bus safety training, bus evacuation drills, and any other safety efforts deemed necessary by the District or Contractor. The Field Safety Supervisor will work on a full-time basis exclusively on this District contract for safe bus operations and safety training as an employee of the Contractor. The Field Safety Supervisor shall be physically located in the field during bus operations (not driving a bus route) to ensure appropriate supervision of drivers and aides.
 - A support vehicle shall be provided for this position that is equipped with a two-way radio operating on the same radio frequency as route drivers. The Contractor is required to have safety/route supervisory personnel monitor the performance of drivers through route observation and ride-along observations. It is expected that the amount of time spent on street safety/route supervision will correspond to the number of buses under contract to the District.
59. Technician in Charge (TIC)- The Contractor is required to employ at least one (1) FTE TIC staff.
60. Two Mechanics -The Contractor is required to employ at least two (2) FTE mechanic staff.
61. Personnel Health and Safety. Company shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Agreement. Company shall:
- Make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Agreement.
 - Ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed, or certified appropriate to the tasks performed under this Agreement.
 - Comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Company.
 - Company shall develop and implement an emergency plan and procedures to follow in emergencies.
62. *Driver Qualifications and Background.* Company shall conduct a criminal background check, in a form acceptable to the School District and to the greatest extent allowed by applicable law on all candidates considered for employment and bi-annually after hiring for any personnel under this Agreement. Company shall consider the results of such criminal background check in making its hiring decisions.
- Company shall ensure that no personnel, employee, agent, or subcontractor who has ever pled guilty to or been convicted of any crime involving the physical neglect of a child, the physical injury or death of a child, the sexual exploitation of a child, child cruelty, a sexual offense where a minor is the victim, or violation of similar laws of any jurisdiction will work, on a permanent or temporary assignment, at a School District school or on a School District school bus or have contact with Students at a School District school or on a School District school bus during the course of his or her employment.
 - Company must provide the results of background checks to the School District upon request.
 - Failure to comply with this Section shall be a material breach of this Agreement.
63. *Drugs and Alcohol; Professional Conduct* Company shall not knowingly permit Drivers to use tobacco in any Vehicle or School District property, to drink any intoxicating beverage in any Vehicle, or to be under the influence of drugs or alcohol while operating any Vehicle
- Company will conduct drug and alcohol testing of its Personnel in accordance with applicable State and Federal laws, and regulations and Company policies.
 - Company shall take reasonable steps to prevent its employees from exposing any Student to impropriety of word or conduct.
 - No Driver shall possess a weapon of any kind or nature while in the performance of his/her duties.
64. Rules of the Road. All Drivers shall observe and obey all traffic rules and regulations imposed by the State of Minnesota and municipalities while providing Transportation Services.
65. Training. Company is responsible to assure all employees, volunteers, agents, and/or subcontractor have received and secured all necessary training, certifications, and licensures to safely and legally perform any task assigned to that individual.
66. Driver Responsibilities. The primary responsibility of each Driver shall be the safe transport of Students along established Routes and as otherwise provided herein. Drivers are also responsible for Student discipline in accordance with the terms of this Agreement.
67. Dress Code. Company shall require Drivers to wear appropriate work attire, the definition and design of which shall be determined in Company's reasonable discretion. All Drivers must wear on their person an identification badge while performing Services under this Agreement. Company will supply any required uniforms and identification badges at its expense.
68. Substitute/Back-up Drivers. Company shall employ a sufficient number of Drivers, aides and support Personnel to ensure the Services are provided in continuous and reliable manner. Company shall at all times maintain as backup/substitute Personnel a pool of unassigned trained, qualified, certified Drivers necessary to provide Transportation Services on a daily basis. Substitute/backup Drivers shall fully comply with all requirements pertaining to Drivers under this Agreement. Whenever a regular Driver is off on a planned absence or sick leave of more than two days, to the extent possible, the same substitute Driver shall be used to cover the entire absence of the regular Driver.

69. *Driver-specific Training.* Company shall make sure all Personnel are properly trained in the duties they are employed to provide. Drivers shall be able to communicate effectively orally and in writing. Each Driver will have a valid Commercial Driver's License

Each Driver will have a certified safe driving record according to the requirements of Minnesota law. In addition, Company shall provide:

- Training in these areas prior to driving any Route:
 - Harassment training; bullying; Student management; the School District's emergency plan; special needs training; Route sheet reading.
- Available instruction in the following areas: pre-trip/post-trip inspection instruction; Initial defensive driving instruction; basic control skills instruction; basic operation instruction; road test instruction; emergency equipment and specialized equipment instruction; and such other areas as the School District may require.
- Pre-service and In-service training as prescribed by Minnesota Statute 171.321, subd. 4.
 - School District requires preservice training of 40 hours, which will consist of a minimum of 24 hours behind the wheel and 16 hours of classroom instruction.
 - In-Service Training: Company shall conduct a mandatory monthly safety meeting(s) attended by all drivers and support staff. Minutes of each meeting along with the attendance roster will be sent to School District monthly.
- Failure to attend a monthly safety meeting is a violation of School District protocol. School District shall be allowed to provide training in conjunction with Company to provide training topics and materials to all drivers.
- Company will require all employees serving School District to attend an annual back to school in service training in August of each school year.
- Require new drivers to be trained on the actual route they are assigned or bid onto prior to driving the route solo. Each driver will be certified by a driver trainer or designee certifying their knowledge and ability to perform the tasks necessary to perform the route safely and efficiently. A certification process for each driver will be presented to School District as the driver comes on board and annually.
- Require all drivers to be trained and participate in School District's PBIS (Positive Behavior Intervention Strategies).
 - Annual and ongoing training will be provided to drivers by the Company and School District in collaboration.
- Provide training for drivers of special education will include proper handling and securement of wheelchairs, operation of lift equipment (including instruction and practice in the operation of the lift in the manual mode in the event of an electrical or control unit failure), information about disabling conditions, and behavior management for students with special needs.
 - Provide annual refresher training and certification for drivers who transport students with special needs. This training must include specialized training, including, but not limited to, proper techniques for securing wheelchairs, cam straps, safety vests, and buckle guards.
- Provide additional training to all drivers who are designated as drivers who can pull trailers behind school buses while in the service of providing field trip work for School District
- Seek prior written approval from the Supervisor of Transportation of each driver who requests to bring their own child with them on the route.
 - The Agreement must have a Child Ride-Along procedure/policy in place that meets the requirements of School District
- Drivers will be granted permission on a case-by-case basis when space is available.
- Conduct annual evaluation: Minnesota Statute 171.321, subdivision 5, as amended, specifies that drivers will receive a driving evaluation at least once a year. Company shall forward a copy of the certification of the evaluation on all drivers upon request to the School District Transportation Department

VEHICLES, EQUIPMENT, FUEL

70. *General.* Company is responsible for providing Maintenance Services for the buses used by Company in providing the Transportation Services. Such vehicles are referred to interchangeably herein as "Buses" or "Vehicles."

71. *Condition and Maintenance.* Company shall furnish school buses that meet or exceed the current "National Standards for School Buses and Operations" as adopted by the National Conference on School Transportation and comply with the unique requirements of SCHOOL DISTRICT as established in these Specifications and Appendices. Buses will comply with all Federal and State of Minnesota regulations, laws, and rules for school bus operations. School District reserves the right to review and/or request maintenance records at any time during the Term.

72. *Fleet appearance/sanitization.* Company shall keep the bus fleet clean and sanitary. Buses will be washed monthly when weather permits, and interiors cleaned a minimum of once per day to assure a clean and safe environment for bus passengers. An anticipated schedule washing schedule will be delivered to School District prior to the first day of school. There must be a minimum of eight bus washing dates for an entire year, including a summer detailed wash and clean.

73. *Bus Identification.* All buses will be identified by the name of the Company operating the bus on the battery box and on the beltline and have a coordinated numbering system upon consultation with School District.
- The number shall be located under the windshield on each side of the bus.
 - Bus numbers will be displayed on four sides of bus.
 - The route number is to be displayed on the outside of the bus to the left of the front service door.
 - When spare buses are used, the Company shall place a magnetized sign or another device acceptable to the School District over the spare bus number with the number bus route it is running and post a sign in the appropriate window on the service door side of the bus.

74. **Vehicle Age.** Company shall maintain modern fleet used to provide Transportation Services
- No Type A, B, C, or D, Type III bus shall be more than fifteen (15) years old for the first two (2) years of this agreement.
 - After two (2) years, no bus shall be more than twelve (12) years old.
 - The average age of all Type A, B, C, and D buses shall be no more than eight (8) years old
 - No Type III vehicle shall be more than twelve (12) years old
 - The average age of all Type III vehicles utilized will be no more than eight (8) years old
75. **Storage.** Company will store and park buses at the Facility when not in use. Company will abide by all applicable laws and ordinances pertaining to the parking of buses. At any time during the Term, the School District may inspect any and all buses and storage facilities to ensure compliance with Company's maintenance obligations hereunder.
76. **Fuel.** Company is solely responsible for its custody, safe keeping and dispensing of fuel for Company's use. Company assumes the risk of loss from any loss, misuse, theft or damage in relation to Company's usage.
- Company will manage fuel with software and programs approved by School District
 - School buses operated on route, field trip or activity trip service under this Agreement may NOT be fueled by compressed natural gas (CNG), liquefied natural gas (LNG), propane or any fuel other than gasoline or diesel fuel without the written permission of School District.
77. **Mechanics and Technicians.** Company will employ as Personnel a sufficient number of full-time, qualified, certified (when applicable), and experienced mechanics and technicians to provide maintenance services to assure vehicle safety and performance to at least the minimum qualifications described in this Agreement.
78. **P.A. Systems.** Company shall have all new Type C and D buses equipped with a public address system with four functional interior speakers and one exterior speaker for the purposes of communicating with students inside and around the "danger zones" outside of the school bus.
79. **Student Crossing Gates.** Company shall provide crossing gates for all Type A, C, and D buses used in the scope of performance of the Agreement, in accordance with State regulations on mandatory crossing arm gate requirements.
- Company shall install the crossing gates, maintain them, and train drivers in the proper use of the gates
80. **Strobe Lights.** All contracted buses will be equipped with roof-mounted strobe lights for use during poor visibility
81. **Windows.** All new purchased/leased Type A, C, and D school buses will have tinted passenger windows.
82. **Seatbelts and Restraints.** Company will provide booster seats and other necessary student securement restraint systems (safety vests and cam straps) that are needed under the terms of the Agreement and the laws pertaining to special education.
- Company shall maintain all School District-owned safety seats, booster seats, and necessary securement restraint systems as needed. The Company will be required to inventory, clean, and maintain all School District securement systems on behalf of School District annually
 - Any specialized or require IEP equipment not listed above including strollers, or specialty restrain systems will be provided by District.
 - Company shall use wheelchair securement systems (ratchet type tie-downs) as approved by School District and the driver will follow School District prescribed tie-down procedure
83. **Wheelchair Lift Equipment.** Company will provide a sufficient number of Type A with wheelchair lift equipment that meets all American with Disabilities Act requirements, other Federal requirements and State of Minnesota rules and laws to meet School District's routing needs.
- All lift buses operating under this Agreement shall be equipped with an emergency fire blanket for use in an emergency "drag type" evacuation of students who use wheelchairs or students that may require a lift bus.
 - Company shall provide a "space blanket" for each student who uses a wheelchair and/or is medically fragile that is assigned to a bus.
84. **Trailers.** Company shall maintain ability to provide up to six enclosed, (weather tight) trailers and a sufficient number of vehicles equipped with proper tow kits to safely tow them.
- These trailers shall have with a minimum size of 4 by 8 feet
 - The trailers will be used for school district activities, etc. for the fee described in Exhibit A
85. **Two-Way Radio.** All vehicles transporting all students to and from school, on field trips, activity trips, or on between-building programs, must be equipped with working two-way radio equipment. The radio equipment must be turned on and monitored by the driver whenever transporting School District students or staff. The radio system must be adequate to provide effective communication between the Company's operational office and any bus on an assigned route. The Company shall provide a cell phone or other communication device, as approved by School District if the bus will travel outside the normal range of its two-way radio.
- The Company will provide School District with handheld radios and approved access to radio frequency access to program
 - School District owned radios in order to gain access to radio transmissions between the Company and its vehicles

86. **Audio Video Recording Systems.** School District requires that all buses (Type III, A, C, and D) be equipped with digital video & audio recording systems. Required specifications and configurations (and/or changes) will be provided by the district annually, no later than May 1 of any contract year.
- If the School District requests a copy of a video from a camera, Company must upload it to a secure FTP site or electronic means of transferring video that the School District can access or deliver the requested video before 11:00 AM the following school day. Company shall ensure that the video camera systems are properly installed and operational in all buses at all times. The Company shall ensure that each video system is a "locked system" that may be accessed only by authorized personnel (staff designated by the School District and manager and supervisor level Personnel of Company). Company is responsible, at its expense, for maintenance, repair and replacement of such video systems. Company shall inspect video systems during regularly scheduled maintenance and inspections to ensure that the system is functioning as intended, including during times of extreme weather conditions. Company will ensure that all recorded video and audio will be archived for a minimum of thirty (30) school days.
87. **GPS.** Each vehicle in the company fleet shall be equipped with a GPS system that conforms to the needs and specifications of School District. GPS data and software tools shall be provided to SCHOOL DISTRICT as part of the Agreement.
88. **Changes in Laws or Requirements.** If the School District or any governmental agency imposes additional equipment requirements other than those set forth in this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the Vehicles, Company and the School District shall negotiate in good faith concerning price increases applicable to such equipment installation and any associated increase in Vehicle maintenance costs.
89. **Snow Removal.** For buses not stored under cover, Company shall decide to ensure the removal of ice and snow from all buses before the start of daily operations and reducing the chances of condensation, window fogging, and icing
90. **No Inconsistent Tax Position.** Company is not entitled to and shall not take any position that is inconsistent with being a service provider with respect to the Transportation Facility. For example, Company shall not take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Transportation Facility.
91. **No Limiting Circumstances** Company shall not have any role or relationship with the School District that, in effect, substantially limits the School District's ability to exercise its rights under the Agreement, based on all the facts and circumstance, as described in Section 5.07 of IRS Rev Proc. 2017-13
92. The Company shall agree to furnish, at no charge, personnel and equipment to assist the District with the required annual student safety training and kindergarten orientation
93. The Company shall provide annual Department of Transportation, Type III training to district personnel at no charge. The training shall begin in August and be completed by August 31st.



AGREEMENT APPROVAL

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below:

Authorized Signatures

Executive Director of Business Services
Shari Thompson ISD 623 – Roseville Area Public Schools

Date

COMPANY, Schmitt & Sons Date
Bill Forbord – Chief Operating Officer

Date

EXHIBIT A

Price and Rate Schedule for School Year Operations July 1 – June 30

1 "To and From" Routes Services

The cost for all regular "to and from" A.M. and P.M. routes, including: Regular routes, Integration/Desegregation routes, open-enrolled home-to-school) open-enrolled home-to-school transportation for the days of school operation, using the following unit costs:

Per vehicle cost for all "to and from" routes, home-to-school/school-to-home/school-to-school transportation, for the days of school operation. General hours of operation for to/from routes will be from approximately 5:30-9:30 AM and 1:30-5:30 PM. (Based on live-time* daily minimum.) If a listed service cannot be provided, indicate "N/A" in the response.

2025 – 2026 School Year

Description	Vehicle Type	Live Time Included	Contract Rate	Billed U/M	Overage	Overage U/M
Daily Route	Type C	5 hours	\$545.00	Per day	\$25.00	Per 1/4 hour
Daily Route ½ Day	Type C	2.5 hours	63% of full route cost	Per day	N/A	N/A

2026 – 2027 School Year

Description	Vehicle Type	Live Time Included	Contract Rate	Billed U/M	Overage	Overage U/M
Daily Route	Type C	5 hours	\$572.25	Per day	\$26.25	Per 1/4 hour
Daily Route ½ Day	Type C	2.5 hours	63% of full route cost	Per day	N/A	N/A

2027 – 2028 School Year

Description	Vehicle Type	Live Time Included	Contract Rate	Billed U/M	Overage	Overage U/M
Daily Route	Type C	5 hours	\$600.86	Per day	\$27.56	Per 1/4 hour
Daily Route ½ Day	Type C	2.5 hours	63% of full route cost	Per day	N/A	N/A

2. Special Services/Special Education Route Services

The cost for all special education and special needs A.M. and P.M. routes and support services, including open-enrolled home to-school transportation services, for the days of school operation using the following unit costs:

*Live-Time for Monitors/Aides is calculated to match the route's live-time. For to/from routes where the aide is required for both the AM and PM runs, the aides time will match the AM and PM time of the route and be based on a 5-hour minimum. For routes only needing the aide in the AM or PM only, the base will be calculated on a 2.5-hour minimum. For Mid-day, Vocational, Charter, and Late Activities, the aide will be paid based on a 2-hour minimum.

2025-2026 School Year

Description	Vehicle Type	Live Time Included	Contract Rate	Billed	Overage	Overage U/M
Daily SPED Route [Full]	Type A	5 hours	\$535.00	per day	\$25.00	Per 1/4 hour
Daily SPED Route [1/2 Day]	Type A	2.5 hours	63% of full route cost	per day	N/A	N/A
Daily Route SPED Route [Any]	Type III	5 hours	\$535.00	per day	\$25.00	Per 1/4 hour
Bus Aide/Assistant	n/a	n/a	\$50.00	per hour	n/a	n/a
Lift	n/a	n/a	\$10.00	per day when required	n/a	n/a

EXHIBIT A
Price and Rate Schedule for School Year Operations July 1 – June 30

2026-2027 School Year

Description	Vehicle Type	Live Time included	Contract Rate	Billed	Overage	Overage U/M
Daily SPED Route [Full]	Type A	5 hours	\$561.75	per day	\$26.25	per 1/4 hour
Daily SPED Route [1/2 Day]	Type A	2.5 hours	63% of full route cost	per day	N/A	N/A
Daily Route SPED Route [Any]	Type III	4 hours	\$561.75	per day	\$26.25	per 1/4 hour
Bus Aide/Assistant	n/a	n/a	\$52.50	per hour	n/a	n/a
Lift	n/a	n/a	\$10.50	per day when required	n/a	n/a

2027-2028 School Year

Description	Vehicle Type	Live Time included	Contract Rate	Billed	Overage	Overage U/M
Daily SPED Route [Full]	Type A	5 hours	\$589.84	per day	\$27.56	per 1/4 hour
Daily SPED Route [1/2 Day]	Type A	2.5 hours	63% of full route cost	per day	N/A	N/A
Daily Route SPED Route [Any]	Type III	4 hours	\$589.84	per day	\$27.56	per 1/4 hour
Bus Aide/Assistant	n/a	n/a	\$55.13	per hour	n/a	n/a
Lift	n/a	n/a	\$11.03	per day when required	n/a	n/a

3. Midday Transportation Services and Shuttles

Per day cost for bus monitor/aide/para who rides along with To/From, Mid-day, Vocational, Charter, or Late Activity Routes. Hours paid will be identical to route hours calculated in Section A, B, C, or D. If the monitor/aide/para only rides AM or PM for a to/from route, the base will be a 2.5-hour minimum. A 2-hour minimum applies to all other routes. The cost for all midday runs for: regular, special education/special needs, alternative/vocational shuttle bus and van services using the following unit costs:

2025-2026 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Midday Route	Type A, C, & Type III	2 hours	\$125.00	Per day	\$25.00	Per 1/4 hour

2026-2027 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Midday Route	Type A, C, & Type III	2 hours	\$131.25	Per day	\$26.25	Per 1/4 hour

2027-2028 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Midday Route	Type A, C, & Type III	2 hours	\$137.81	Per day	\$27.56	Per 1/4 hour

4. Charters (Extra-curricular, Athletic, Activity, and Field Trips) In-District

Trip charge for extra-curricular and athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following unit costs (charges commence at point of pickup and end on return to origin). Trips will be based on live-time, rounded to the next five (5) minute increment, from the first scheduled pick-up location to the destination, and back again. All trips will include two (2) live-hours as the base minimum rate. Additional time will be billed hourly, to the live-minute, rounded up in five (5) minute increments.

EXHIBIT A
Price and Rate Schedule for School Year Operations July 1 – June 30

If the trip is over four (4) hours live-time and the vehicle is required to stay with the group (or the distance is far enough to warrant not sending the vehicle back for other services), the total time will include the sit-time waiting at the destination for the return. If the vehicle is not required to stay, the trip will be charged as two one-ways, or as "two minimums", one there and one back. Include cancellation fees for trips not canceled prior to at least two (2) hours before the scheduled pick up.

2025-2026 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Field Trip	Type A and C	2 hour	\$161.00	per trip	\$20.13 (based on service level)	per / 1/2 hour
Trailer Fee	n/a	n/a	\$98.00	per trip	n/a	n/a

*****OVERNIGHT CHARGES FOR TRIPS WILL BE PRICED PER TRIP *****

Charter Cancellation Policy: There will be a charge of \$101.43 for any bus canceled 48 hours or less of the scheduled arrival at the destination point of origin unless canceled due to weather. Weather related cancellation must occur 3 hours prior to arrival at the destination point of origin not to incur any cost. There will be a 10% charge for a bus canceled more than 48-hours from the scheduled arrival time at the designated point of origin, this fee will be waived if the same itinerary is rescheduled for another date/time.

2026-2027 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Field Trip	Type A and C	2 hour	\$169.05	per trip	\$21.14 (based on service level)	per / 1/2 hour
Trailer Fee	n/a	n/a	\$102.90	per trip	n/a	n/a

*****OVERNIGHT CHARGES FOR TRIPS WILL BE PRICED PER TRIP *****

Charter Cancellation Policy: There will be a charge of \$106.50 for any bus canceled 48 hours or less of the scheduled arrival at the destination point of origin unless canceled due to weather. Weather related cancellation must occur 3 hours prior to arrival at the destination point of origin not to incur any cost. There will be a 10% charge for a bus canceled more than 48-hours from the scheduled arrival time at the designated point of origin, this fee will be waived if the same itinerary is rescheduled for another date/time.

2027-2028 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Field Trip	Type A and C	2 hour	\$177.50	per trip	\$22.20 (based on service level)	per / 1/2 hour
Trailer Fee	n/a	n/a	\$108.05	per trip	n/a	n/a

*****OVERNIGHT CHARGES FOR TRIPS WILL BE PRICED PER TRIP *****

Charter Cancellation Policy: There will be a charge of \$111.83 for any bus canceled 48 hours or less of the scheduled arrival at the destination point of origin unless canceled due to weather. Weather related cancellation must occur 3 hours prior to arrival at the destination point of origin not to incur any cost. There will be a 10% charge for a bus canceled more than 48-hours from the scheduled arrival time at the designated point of origin, this fee will be waived if the same itinerary is rescheduled for another date/time.

5. Charters (Extra-curricular, Athletic, Activity, and Field Trips) Out-of-District

Trip charge for extra-curricular and athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following unit costs (charges commence at point of pickup and end on return to origin):

EXHIBIT A
Price and Rate Schedule for School Year Operations July 1 – June 30

2025-2026 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Field Trip	Type A and C	2 hour	\$161.00	per trip	n/a	n/a
Field Trip	Type A and C	3 hour	\$241.52	per trip	n/a	n/a
Field Trip	Type A and C	4 hour	\$322.04	per trip	\$20.13 (based on service level)	per / - / hour
Trailer Fee	n/a	n/a	\$98.00	per trip	n/a	n/a

"Mileage" fees apply when a charter/activities bus trip exceeds 30 miles in length from the point of origin. This mileage will be determined by the actual trip mileage based on the driver trip sheet. This may include "Dead head" mileage when driver has to exceed over 30 miles to pick-up students and return them to point of origin.

Excess Mileage Rate = \$3.25 per mile

... OVERNIGHT TRIPS OR TRIPS TRAVELING BEYOND 11-COUNTY METRO WILL BE PRICED PER TRIP ...

Charter Cancellation Policy: There will be a charge of \$101.43 for any bus canceled 48 hours or less of the scheduled arrival at the destination point of origin unless canceled due to weather. Weather related cancellation must occur 3 hours prior to arrival at the destination point of origin not to incur any cost. There will be a 10% charge for a bus canceled more than 48-hours from the scheduled arrival time at the designated point of origin, this fee will be waived if the same itinerary is rescheduled for another date/time

2026-2027 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Field Trip	Type A and C	2 hour	\$169.05	per trip	n/a	n/a
Field Trip	Type A and C	3 hour	\$253.61	per trip	n/a	n/a
Field Trip	Type A and C	4 hour	\$338.17	per trip	\$21.14 (based on service level)	per / - / hour
Trailer Fee	n/a	n/a	\$102.90	per trip	n/a	n/a

"Mileage" fees apply when a charter/activities bus trip exceeds 30 miles in length from the point of origin. This mileage will be determined by the actual trip mileage based on the driver trip sheet. This may include "Dead head" mileage when driver has to exceed over 30 miles to pick-up students and return them to point of origin.

Excess Mileage Rate = \$3.41 per mile

... OVERNIGHT TRIPS OR TRIPS TRAVELING BEYOND 11-COUNTY METRO WILL BE PRICED PER TRIP ...

Charter Cancellation Policy: There will be a charge of \$106.51 for any bus canceled 48 hours or less of the scheduled arrival at the destination point of origin unless canceled due to weather. Weather related cancellation must occur 3 hours prior to arrival at the destination point of origin not to incur any cost. There will be a 10% charge for a bus canceled more than 48-hours from the scheduled arrival time at the designated point of origin, this fee will be waived if the same itinerary is rescheduled for another date/time.

2027-2028 School Year

Description	Vehicle Type	Minimum	Contract Rate	Billed U/M	Overage	Overage U/M
Field Trip	Type A and C	2 hour	\$177.50	per trip	n/a	n/a
Field Trip	Type A and C	3 hour	\$266.30	per trip	n/a	n/a
Field Trip	Type A and C	4 hour	\$355.10	per trip	\$22.20 (based on service level)	per / 1 hour
Trailer Fee	n/a	n/a	\$108.05	per trip	n/a	n/a

EXHIBIT A

Price and Rate Schedule for School Year Operations July 1 – June 30

"Mileage" fees apply when a charter/activities bus trip exceeds 30 miles in length from the point of origin. This mileage will be determined by the actual trip mileage based on the driver trip sheet. This may include "Dead head" mileage when driver has to exceed over 30 miles to pick-up students and return them to point of origin.

Excess Mileage Rate = \$3.58 per mile

*** OVERNIGHT TRIPS OR TRIPS TRAVELING BEYOND 11-COUNTY METRO WILL BE PRICED PER TRIP ***

Charter Cancellation Policy: There will be a charge of \$111.84 for any bus canceled 48 hours or less of the scheduled arrival at the destination point of origin unless canceled due to weather. Weather related cancellation must occur 3 hours prior to arrival at the destination point of origin not to incur any cost. There will be a 10% charge for a bus canceled more than 48-hours from the scheduled arrival time at the designated point of origin, this fee will be waived if the same itinerary is rescheduled for another date/time.

6. Summer School Transportation Services

Route vehicles and/or Bus Assistants operating for summer programming will be paid at 80% of regular session service costs. The cost for all regular and special education and special needs "to and from" A.M. and P.M. routes, including: Regular routes, Integration/Desegregation routes, open-enrolled home-to-school, McKinney-Vento, 504, Care & Treatment and special education (and support services), for the days of school operation using the following unit costs:

2025-2026 School Year

Description	Vehicle Type	"Live" Time Included	Contract Rate	Billed U/M	Overage	Overage U/M
Daily Route	Type A, Type C	5 hours	\$436.00	Per day	\$20.00	Per ¼ hour
Daily Route	Type III	5 hours	\$428.00	Per day	\$20.00	Per ¼ hour

2026-2027 School Year

Description	Vehicle Type	"Live" Time Included	Contract Rate	Billed U/M	Overage	Overage U/M
Daily Route	Type A, Type C	5 hours	\$457.80	Per day	\$21.00	Per ¼ hour
Daily Route	Type III	5 hours	\$449.40	Per day	\$21.00	Per ¼ hour

2027-2028 School Year

Description	Vehicle Type	"Live" Time Included	Contract Rate	Billed U/M	Overage	Overage U/M
Daily Route	Type A, Type C	5 hours	\$480.69	Per day	\$22.05	Per ¼ hour
Daily Route	Type III	5 hours	\$471.87	Per day	\$22.05	Per ¼ hour

Agenda Topic: 2025-2026 and 2026-2027 School Year Calendar Adjustment
Meeting Date: May 13, 2025
Contact Person: Melissa Sonnek

Background:

Melissa Sonnek, associate superintendent, will bring a proposed calendar adjustment for the 2025-2026 and 2026-2027 school year calendars.

Recommendation:

It is recommended that the board approve the calendar adjustment for the final 2025-2026 and draft 2026-2027 calendars as presented.

Action Required

Informational – No Board Action Requested

Roseville Area Schools 2025-26

August				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
T 25	T 26	T 27	T 28	29

September				
M	T	W	T	F
Labor Day 1	First Day Grades 1-9, RAMS 7 2	First Day K and 10-12, RAMS 8 3	4	5
First Day PreK 8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	T 15	Fall Recess 16	17
20	21	22	23	24
27	28	29	30	31

November				
M	T	W	T	F
T 3	T 4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	End Tri 1 26	Thanksgiving 27	28

December				
M	T	W	T	F
T 1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

January				
M	T	W	T	F
			Winter Break 1	2
5	6	7	8	9
12	13	14	15	16
MLK Jr. Day 19	20	21	22	23
26	27	28	29	T 30

February				
M	T	W	T	F
T K-8 2	3	4	5	6
9	10	11	12	13
Pres Day 16	17	18	19	20
23	24	25	26	27

March				
M	T	W	T	F
2	3	4	End Tri 2 5	T 6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April				
M	T	W	T	F
		1	2	T 3
6	7	8	9	10
13	14	15	16	T 17
20	21	22	23	24
27	28	29	30	

May				
M	T	W	T	F
				1
4	5	6	7	T 8
11	12	13	14	15
18	19	20	21	T 22
Memorial Day 25	26	27	28	29

June				
M	T	W	T	F
1	2	3	4	5
8	Last Day of School 9	T 10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

July				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Trimesters: Tri 1 = 57 days, Tri 2 = 55 days, Tri 3 = 56 days
T = Teacher Workshop (no School) Shaded Days = No School

Roseville Area Schools 2025-26 Year Round Option

August				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
T 25	T 26	T 27	T 28	29

September				
M	T	W	T	F
Labor Day 1	First Day Grades 1-6 2	First Day Grade K 3	4	5
First Day PreK 8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October				
M	T	W	T	F
				Conference 3
	1	2		
6	7	8	9	10
13	14	T 15	Fall Recess 16	17
20	21	22	23	24
27	28	29	30	31

November				
M	T	W	T	F
T 3	T 4	5	6	7
10	11	12	13	End Qtr 1 14
17	18	19	20	21
24	25	26	Thanksgiving 27	28

December				
M	T	W	T	F
T 1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

January				
M	T	W	T	F
			Winter Break 1	2
5	6	7	8	9
12	13	14	15	16
MLK Jr. Day 19	20	21	22	23
26	27	28	29	T 30

February				
M	T	W	T	F
T K-8 2	3	4	5	6
9	10	11	End Qtr 2 12	T 13
Pres Day 16	17	18	19	20
23	24	25	26	27

March				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April				
M	T	W	T	F
		1	2	T 3
6	7	8	9	10
13	14	15	Conferences 16	T 17
20	21	22	23	24
27	28	29	30	

May				
M	T	W	T	F
				1
4	5	6	End Qtr 3 7	T 8
11	12	13	14	15
18	19	20	21	22
Memorial Day 25	26	27	28	29

June				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	Juneteenth 19
22	23	24	25	26
29	30			

July				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	Last Day of School 24
T 27	28	29	30	31

Trimesters: Qtr 1 = 48 days, Qtr 2 = 40 days, Qtr 3 = 45 days, Qtr 4 = 34 days

T = Teacher Workshop (No School) Shaded Days = No School

Roseville Area Schools 2026-27

August				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
T 31				

September				
M	T	W	T	F
	T 1	T 2	T 3	4
Labor Day 7	First Day Grades 1-9, RAMS 7 8	First Day K and 10-12, RAMS 8 9	10	11
First Day PreK 14	15	16	17	18
21	22	23	24	25
28	29	30		

October				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	T 14	Fall Recess 15	16
19	20	21	22	23
26	27	28	29	30

November				
M	T	W	T	F
T 2	T 3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	Thanksgiving 26	27
30				

December				
M	T	W	T	F
	1	2	End Tri 1 3	T 4
7	8	9	10	11
14	15	16	17	18
21	22	23	Winter Break 24	25
28	29	30	31	

January				
M	T	W	T	F
				1
T 4	5	6	7	8
11	12	13	14	15
MLK Jr. Day 18	19	20	21	22
25	26	27	28	29

February				
M	T	W	T	F
T K-8 1	2	3	4	5
8	9	10	11	12
Pres Day 15	16	17	18	19
22	23	24	25	26

March				
M	T	W	T	F
1	2	3	4	End Tri 2 5
8	9	Spring Break 10	11	12
T 15	16	17	18	19
22	23	24	25	T 26
29	30	31		

April				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	T 16
19	20	21	22	23
26	27	28	29	30

May				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	T 14
17	18	19	20	21
24	25	26	27	T 28
Memorial Day 31				

June				
M	T	W	T	F
	1	2	3	4
7	8	Last Day of School 9	T 10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

July				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Trimesters: Tri 1 = 56 days, Tri 2 = 55 days, Tri 3 = 57 days
T = Teacher Workshop (No School) Shaded Days = No School

Agenda Topic: Set Closed Sessions for May 27 and June 10, 2025
Meeting Date: May 13, 2025
Contact Person: Chair Todd Anderson

Background:

The school board will hold closed sessions on the following dates:

- May 27, 2025 – for the purpose of evaluating the performance of the superintendent as permitted by MN Statute, section 13D.05, subdivision 3(a); and for the purpose of considering strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, as permitted by MN Statute sections 179A.01 to 179A.25.
- June 10, 2025 – for the purpose of evaluating the performance of the superintendent as permitted by MN Statute, section 13D.05, subdivision 3(a).

During the regular meeting, the board will make a motion to close the meeting for the purposes listed above. The closed sessions will be held in the board’s regular meeting location, the Fairview Room at Anpétu Téča Education Center.

Recommendation:

It is recommended that the school board set a closed session on May 27, 2025 to evaluate the performance of the superintendent and to consider strategy for labor negotiations, and June 10, 2025, to evaluate the performance of the superintendent, as permitted by applicable Minnesota statutes.

Action Required

Informational – No Board Action Requested