



## South St. Paul School Board - Committee-of-the-Whole

Monday, July 24, 2023 5:00 PM

Location: CITY HALL

125 THIRD AVENUE NORTH

South St Paul, Minnesota 55075

### Agenda

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# SOUTH ST. PAUL PUBLIC SCHOOLS

## School Board Agenda Item

**Meeting Date:** Monday, July 24, 2023

**Place on Agenda:** Regular Meeting

**Action Requested:** Approval

**Attachment:** Resolution Calling a Special Election to Fill a School Board Vacancy

<b>Topic:</b> Board Elections
<b>Presenter(s):</b> Lisa Brandecker, Manager of Administrative Services and Communications
<p><b>Background:</b></p> <p>Following the unexpected passing of Director Beermann, the School Board, at their regular meeting on Monday, May 8, approved a <i>Resolution Declaring a School Board Vacancy</i>. Subsequently, the Board opened a two-week application process to temporarily fill the vacancy. On June 26, the Board appointed Kim Humann to fill the vacancy until the conclusion of the special election on Tuesday, November 7, 2023. Additionally the Board approved, on June 26, a <i>Resolution Establishing Dates for Filing Affidavits of Candidacy</i> that will open the application period of August 1 – 15, 2023.</p> <p>The next step in the special election process is to approve a <i>Resolution Calling a Special Election to Fill a School Board Vacancy</i> which will go before the Board for approval on Monday evening.</p>
<b>Recommendation:</b> Approval of the <i>Resolution Calling a Special Election to Fill a School Board Vacancy</i> .
<b>Alternatives:</b> N/A

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD  
OF SPECIAL SCHOOL DISTRICT NO. 6  
(SOUTH ST. PAUL PUBLIC SCHOOLS)  
STATE OF MINNESOTA

HELD: July 24, 2023

Pursuant to due call and notice thereof, a regular meeting of the School Board of Special School District No. 6 (South St. Paul Public Schools), State of Minnesota, was duly held in the South St. Paul City Council Chambers on Monday, July 24, 2023, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION CALLING A SPECIAL ELECTION  
TO FILL A SCHOOL BOARD VACANCY**

WHEREAS, a vacancy has occurred in the office of School Board member with a term expiring January 4, 2027.

BE IT RESOLVED by the School Board of Special School District No. 6, State of Minnesota, as follows:

1. It is necessary for the School District to hold a special election to elect one (1) individual to fill a vacancy in the term of School Board member expiring January 4, 2027.
2. The Clerk shall accept Affidavits of Candidacy for these offices between 84 and 98 days before the date of the special election.
3. The Clerk shall include on the special election ballot the names of the individuals who file or have filed Affidavits of Candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The Clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

4. The special election is hereby called and directed to be held on Tuesday, November 7, 2023, between the hours of 7:00 o'clock a.m and 8:00 o'clock p.m. This date is a uniform election date specified in Minnesota Statutes, Section 205A.05.

5. Pursuant to Minnesota Statutes, Section 205A.11, the School District's combined polling place and the precincts served by the combined polling place, as previously established and designated by the June 21, 2023, decision of the Dakota County District Court is hereby designated for this special election.

6. The Clerk is hereby authorized and directed to cause written notice of said special election to be given to the county auditor of each county in which the School District is located, in whole or in part, at least seventy-four (74) days prior to the date of said election. The notice shall specify the date of said special election and the office or offices to be voted on at said special election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

7. The Clerk is hereby authorized and directed to cause notice of said special election to be posted for public inspection at the administrative offices of the School District at least ten (10) days before the date of said special election.

8. The Clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the School District at least four (4) days before the date of said special election and to cause two sample ballots to be posted in each combined polling place on election day. The sample ballots shall not be printed on the same color paper as the official ballot.

9. The Clerk is hereby authorized and directed to cause notice of said special election to be published in the official newspaper of the School District, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election. The notice of election so posted and published shall state the office or offices to be filled as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

10. The Clerk is hereby authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in the combined polling place on election day.

11. The Clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this special election. The Clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate officials regarding preparation and distribution of ballots, election administration and cost sharing.

12. The Clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color, instructions, and content as may be necessary to accommodate an optical scan voting system or to comply with the form and content requirements of applicable state election laws:

**[Form of Ballot on the Following Page]**


# Special Election Ballot

Special School District No. 6  
(South St. Paul Public Schools)

November 7, 2023

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**Instructions to Voters:**

To vote, completely fill in the oval(s) next to your choice(s) like this: .

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**Special Election**

**for School Board Member**

To fill vacancy in term expiring January 4, 2027

Vote for One

---



Name



Name



\_\_\_\_\_

write-in, if any

13. Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

14. The name of each candidate to fill the vacancy in office at this special election shall be rotated with the names of the other candidates to fill that vacancy in the manner specified in Minnesota law.

15. If the School District will be contracting to print the ballots for this special election, the Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer, at the request of the election official, shall furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The Clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

16. The Clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the election date. The Clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance by publishing the Notice of Testing once in the official newspaper and by causing the notice to be posted in the office of the county auditor, the administrative offices of the School District, and the office of any other local election official conducting the test.

17. The Clerk is hereby authorized and directed to cause notice of the location of the counting center or the place where the ballots will be counted to be published in the official newspaper at least once during the week preceding the week of the election and in the newspaper of widest circulation once on the day preceding the election, or once the week preceding the election if the newspaper is a weekly.

18. As required by Minnesota Statutes, Section 203B.121, the School Board hereby establishes a ballot board to process, accept and reject absentee ballots at School District elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the School District and generally to carry out the duties of a ballot board as provided by Section 203B.121 and other applicable laws. The ballot board must consist of a sufficient number of election judges. The ballot board may include deputy county auditors and deputy city clerks who have received training in the processing and counting of absentee ballots. The Clerk or the Clerk's designee is hereby authorized and directed to appoint the members of the ballot board. The Clerk or the Clerk's designee shall establish, maintain and update a roster of members appointed to and currently serving on the ballot board and shall report to the School Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges;

provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day. Each member of the ballot board must be provided adequate training on the processing and counting of absentee ballots, including but not limited to instruction on accepting and rejecting absentee ballots, storage of absentee ballots, timelines and deadlines, the role of the ballot board, procedures for opening absentee ballot envelopes, procedures for counting absentee ballots, and procedures for reporting absentee ballot totals.

19. The Clerk is hereby authorized and directed to begin assembling names of trained election judges to serve at the combined polling place during the special election. The election judges shall act as clerks of election, count the ballots cast and submit the results to the School Board for canvass in the manner provided for other school district elections. The election must be canvassed between the third and the tenth day following the election.

20. The Clerk shall make all Campaign Financial Reports required to be filed with the School District under Minnesota Statutes, Section 211A.02 available on the School District's website. The Clerk must post the report on the School District's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The School District must make a report available on the School District's website for four years from the date the report was posted to the website. The Clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

The motion for the adoption of the foregoing resolution was duly seconded by

\_\_\_\_\_. On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

I, the undersigned, being the duly qualified and acting Clerk of Special School District No. 6 (South St. Paul Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, so far as such minutes relate to the calling of the special election of said school district, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this 24<sup>th</sup> day of July, 2023.

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School District Clerk



## SOUTH ST. PAUL PUBLIC SCHOOLS

### School Board Agenda Item

**Meeting Date:** Monday, July 24, 2023

**Place on Agenda:** COW

**Action Requested:** Discussion

**Attachment:** Auditors Compliance – Conflict of Interest Form  
Policy 210 – Conflict of Interest

<b>Topic:</b> Conflict of Interest Policy and Statute
<b>Presenter(s):</b> Brady Hoffman, Finance Director
<b>Background:</b>  Each year as a requirement of our annual financial statement audit, School Board members and District administrators are required to complete the attached Conflict of Interest form. As a point of reference, attached is the current Conflict of Interest Policy #210.
<b>Recommendation:</b> N/A
<b>Alternatives:</b> N/A

TO: ADMINISTRATORS AND SCHOOL BOARD MEMBERS

FROM: Malloy, Montague, Karnowski, Radosevich & Co., P.A.  
5353 Wayzata Boulevard, Suite 410  
Minneapolis, MN 55416

DATE: June 30, 2023

SUBJECT: Auditors Compliance, M.S. 471.87 – Public Officers’ Interest in Contracts

Per Minnesota Statute § 471.87, a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest, *directly or through a family member including his or her spouse*, in that sale, lease, contract, or personally benefit financially therefrom.

To document compliance with this statute, we request that you complete the following:

Name	_____
Principal place of business	_____
Spouse’s name	_____
Spouse’s principal place of business	_____
Family member(s)	_____
Family member’s place of business	_____

I hereby certify that during the 2022-2023 school year, I **have not** had a financial interest in the sale, lease, or contract of the District nor have I personally benefited from any such transaction.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If you, *directly or through a family member or spouse*, **have** had a financial interest in the sale, lease, or contract with the District, please describe below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Adopted: January 13, 1997

*MSBA/MASA Model Policy 210*

Orig. 1995

Revised: 5/10/04, 6/14/05; 1/11/10; 8/24/15  
3/12/18

Rev. 2008

## **210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS**

### **I. PURPOSE**

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

### **II. GENERAL STATEMENT OF POLICY**

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

### **III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS**

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
  - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the minutes of the school board. Disclosure must be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
  - a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
  - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
  - c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:
    - (1) The name of the school board member and the office held;
    - (2) An itemization of the goods or services furnished;
    - (3) The contract price;
    - (4) The reasonable value;
    - (5) The interest of the school board member in the contract; and
    - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (*Note: This section applies only where the school district has a population of 1,000 or less according to the last federal census.*)
  6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

#### **IV. LIMITATIONS ON RELATED EMPLOYEES**

- A. The school board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

## V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district, which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

## VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

**Legal References:** Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)  
Minn. Stat. § 123B.195 (Board Member's Right to Employment)  
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)  
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)  
Minn. Stat. § 471.89 (Contract, When Void)  
Op. Atty. Gen. 437-A-4, March 15, 1935  
Op. Atty. Gen. 90-C-5, July 30, 1940  
Op. Atty. Gen. 90-A, August 14, 1957

**Cross References:** MSBA/MASA Model Policy 101 (Legal Status of the School Board)  
MSBA/MASA Model Policy 209 (Code of Ethics)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties



# SOUTH ST. PAUL PUBLIC SCHOOLS

## School Board Agenda Item

**Meeting Date:** Monday, July 24, 2023

**Place on Agenda:** Committee of the Whole and Regular Meeting

**Action Requested:** Approval

**Attachment:** Student Transportation Agreement – Safe-Way Bus Co.

<b>Topic:</b> Approval of 2023-2025 Student Transportation Agreement
<b>Presenter(s):</b> Brady Hoffman, Finance Director
<p><b>Background:</b></p> <p>The current contract with Safe-Way, Inc runs through July 31, 2023. The district has negotiated a new two-year agreement for the 2023-2024 and 2024-2025 school years.</p> <p>Below are the key changes in language and contract terms:</p> <ul style="list-style-type: none"> <li>• Modified language to clarify compensation and billing: <ul style="list-style-type: none"> <li>○ Adjusted payment terms to align with current practices</li> <li>○ Compensation when the District does not require compensation (i.e. extreme weather day, E-Learning days, etc)</li> </ul> </li> <li>• Changes to the bus fleet requirements language</li> <li>• Daily Route Rate – 9.5% increase for FY2023-24</li> <li>• Daily Route Rate – 3.5% increase for FY2024-25</li> </ul> <p>We have had a long history with Safe-Way and they have been a great partner for us in serving our students, families, and community. Based on review of market comparison data, the proposed increases are reasonable and remain verify competitive.</p>
<b>Recommendation:</b> Approval of the 2023-2025 Student Transportation Agreement with Safe-Way Bus Co
<b>Alternatives:</b> Do not approve and direct administration with next steps.

## STUDENT TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Special School District 6 (South Saint Paul), South Saint Paul, Dakota County, Minnesota, with its District Office at 104 5th Avenue South, South Saint Paul, Minnesota 55075, hereinafter called "District" and Safe-Way Bus Co with its local office at 6030 Carmen Avenue, Inver Grove Heights, Minnesota 55075, hereinafter called "Contractor." The District and Contractor are collectively referred to as the "Parties" and individually referred to as a "Party".

### WITNESSETH

WHEREAS, District desires student transportation services to transport certain students served by District,

WHEREAS, Contractor operates a student transportation service within and about the geographical boundaries of District, and

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

### 1. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this AGREEMENT, provide student transportation services to certain students identified by District and attending a public school, a non-public or charter school located within or outside the geographical boundary of the District, and provide such number of school buses and personnel as are required to fulfill District's needs for student transportation services as described in this AGREEMENT.

- a. Regular "To and From" Route Services:
  - i. Seven (7) routes and twenty-one (21) runs (generally 3 runs per route) morning and afternoon on a 3-tier schedule.
- b. Special education (SPED) route and shuttle transportation, in-district
  - i. Provide service for students who have special transportation included in their Individualized Education Plans.
  - ii. Morning and Afternoon routes including three (3) with lifts, using Class A/B buses.
  - iii. Midday routes - including two (2) with lifts, using Class A/B buses.
- c. Special education route and shuttle transportation, out-of-district sites
  - i. Provide services for students who have special bus services included in their Individualized Education Plans.
  - ii. Morning and Afternoon routes - to Intermediate School District 917 program sites in Apple Valley, Rosemount and Eagan; and other program sites as determined from time to time.
  - iii. Midday routes and targeted service routes

- d. Special transportation services, routes and shuttle, including McKinney-Vento services
  - i. Students served in this service category are students displaced or experiencing homelessness (HHM) and covered by the provisions of the federal McKinney-Vento Act.
- e. Early Childhood services
  - i. the District provides a half day early childhood program that requires midday bus service
- f. Extra-curricular, Field trip and athletic trips
- g. Community education based services and programming as needed

## 2. DISTRICT POLICIES AND GUIDELINES

In the design and operation of its student transportation services, the District expects the Contractor to provide the requested services and satisfy the following student bus service guidelines, consistent with Minnesota Statutes 123B.88, other applicable state laws and regulations, and District policy and practices:

- a. Operate regular and special needs "to & from" routes, where the District uses the following definitions:
  - i. A run is defined as one trip delivering students to or from one or more school(s) during a single time period morning and afternoon.
  - ii. A daily route is defined as a bus used for one or more runs for up to a certain number of "live" [i.e. with students] hours per day, split however the District defines routes from time-to-time. Run or route time to be defined from first pickup to last drop-off for any run session.
- b. Operate regular routes to transport public and nonpublic students between home and their school as follows and as defined by the District at the present time:
  - i. Elementary [grades K-5] and kindergarten students 1.0 miles,
  - ii. Secondary [grades 6-12] students 1.5 miles,
  - iii. Less than the designated eligibility distances above where hazardous conditions exist or as modified by the District from time-to-time.
  - iv. Walking distances to bus stops will not exceed 0.5 mile anywhere in the District; and
  - v. Bus routes and runs will not enter public cul-de-sacs or dead-end public roads and streets having less than a 100 foot turning radius without the prior District approval.
  - vi. The District reserves its right to modify the eligibility policy as enrollments, natural conditions and circumstances dictate.
- c. General Specifications
  - i. Buses will arrive during an "AM window" of 15 minutes prior to the start of the school and/or designated school program;
  - ii. Buses will be in the designated loading area prior to the dismissal time for the school and depart within 10 minutes after the dismissal bell;

- iii. Bus loads will not exceed manufacturer's capacity per bus and van;
  - iv. Reasonable bus loads for secondary and elementary students considering ride lengths and the age of students transported; and
  - v. Student safety will be foremost in all services.
  - vi. Comply with the District policies for student transportation, bus safety and video equipment
  - vii. District may utilize the state law for the voluntary surrender by parents and guardians of the bus privileges, as it deems appropriate from time to time.
- d. Routing and Communications
- i. All routing shall be the primary responsibility of the District. The District expects that Contractor will cooperate with the District in making routing decisions and determining all pick-up and drop-offs. The District uses Versatrans routing software.
  - ii. The District will be responsible for notifying each passenger of his/her pick-up time at the beginning of school and in the event of a major change in a bus route.
  - iii. Contractor will be required to respond to all public inquiries and handle all daily transportation concerns.
  - iv. Contractor shall provide the District with monthly head counts per bus route to the District.
- e. Student Services and Discipline:
- i. The District is ultimately responsible and has authority to determine student eligibility for transportation, consistent with applicable state laws, and to suspend or expel any student from transportation services. Drivers are responsible only for such discipline as is required to safely and properly operate buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus for misbehavior except in the event of an extreme emergency endangering the safety of the student, other students, the driver or the bus assistant, and then only after radio notice to Contractor
  - ii. Additional procedures and regulations for the administration of discipline, not addressed in the District discipline policies, shall be established cooperatively between District and Contractor, and included with the service plan identified in this AGREEMENT.
  - iii. All discipline problems shall be reported in writing following completion of the route, and the District should receive the report no later than the end of the next school day.
  - iv. Contractor shall provide the District with a report of bus discipline incidents, including date, time of day, bus route, and disposition as the occurrence happens.

### **3. TERM**

The term of this AGREEMENT shall commence August 1, 2023 and shall continue through July

31, 2025. For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 and ending July 31 during the term of this AGREEMENT.

a. District Changes

The District will reserve the right to increase or decrease the number of buses or vans over the life of the contract. The cost of the added or reduced buses or vans will be at the unit cost approved in the basic contract(s). Should the program significantly change in scope then either party may request, following provisions in the Contract, that appropriate pricing adjustments be considered.

#### **4. COMPENSATION AND BILLING**

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates for services set forth in ATTACHMENT A attached hereto and made a part hereof.

- a. Regular Route Services. The Parties agree that the District will pay the Contractor the amount due for regular route services in ATTACHMENT A of this AGREEMENT in ten (10) monthly payments starting no later than 20 days from the date of the first invoice in August and District will make payment as prompt as possible.
- b. Other Services. The Parties agree that the District will pay the Contractor the amount due for all other services, other than regular route services, pursuant to ATTACHMENT A of this AGREEMENT not later than 20 days from the date of the invoice for services herein provided during the prior month of each Contract Year and the District will make payment as prompt as possible.
- c. Contractor will be guaranteed payment of all school days approved by the school board, on the published school calendar for transportation services.
- d. In the event the District does not require transportation on a scheduled school day, the Parties agree that the District will compensate the Contractor with payment of 100% of a full-day charge for regular route service minus the fuel. Contractor agrees to pay all drivers and staff their regularly scheduled wages on days not transported.

If days are rescheduled, the district will pay driver wages plus fuel.

#### **5. FUEL PRICE ADJUSTMENT PROVISION**

The District understands that the prices for fuel used in providing student transportation services have been changing in recent years. The District will agree to a fuel price adjustment which will be based on an agreed indexed fuel price (Index Price) and compensation determined for actual prices compared to the Index Price.

- a. For contract years during the Term of the AGREEMENT, the Index Price for diesel and unleaded gasoline will be the range of \$2.50-3.75 per gallon excluding the federal fuel excise taxes.

- b. The District and the Contractor will share equally (50%/50%) in fuel purchases with fuel prices above and below this Index Price.
- c. The Contractor will be required to substantiate the (1) quantity of fuel used in fulfilling the service requirements of this AGREEMENT and the contract and (2) the price paid for the fuel purchased from time to time.
- d. The actual diesel and unleaded gasoline cost for this clause shall be the lesser price of the service provider's price paid for their diesel and unleaded gasoline or the pump price at a designated service station in the District for the same period of time, month or day.

## **6. CONTRACT SECURITY**

In consideration of the recent contractual relationship between District and the Contractor, District waives the contract security this time. The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires surety in the form of contract security or other for the performance of this AGREEMENT.

## **7. TRANSPORTATION VEHICLES AND EQUIPMENT**

- a. Buses and Vans
  - i. All equipment must meet all provisions and must conform to all standards and specifications set forth by the State of Minnesota, Minnesota State Patrol, Minnesota Department of Education, and all Federal laws and regulations. Buses used on daily routes must have at least a manufacturer's capacity of 77 passengers.
    - 1. Conventional buses - twelve (15) model years.
    - 2. Vans - twelve (12) model years
  - ii. All vehicles must pass any and all inspections by the Minnesota State Patrol. Contractor must provide most recent Minnesota State Patrol annual inspection data.
  - iii. All buses and mini buses shall be well maintained by Contractor. The buses to be used by Contractor are as set forth on the attached "Attachment B Replacement Buses Provided by Contractor."
- b. Buses and Vans Used for Daily Services for Special Needs Students
  - i. The District shall reserve, at its sole discretion, the right to require a bus or Type III vehicle size, as it shall determine to meet the requirements of students with special needs using each vehicle. All vehicles to be used to transport students in wheelchairs shall be equipped in compliance with State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600.
- c. The District shall provide approved car seats, harnesses, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7
- d. Replacement and Stand-By Buses and Type III Vehicles
  - i. Replacement, substitute and stand-by buses required to serve this AGREEMENT

and needed for co-curricular and field trips, and and/or for emergencies shall not be older than fifteen (15) model years or 200,000 miles at the start of each school year during the contract term.

- e. The District would like the option of using a trailer with co-curricular and field trips, as the District solely determines, to handle sports equipment, luggage and other bulky items.
- f. Fleet Maintenance
  - i. Contractor shall maintain all vehicles and equipment in first class condition. Proper maintenance of all equipment is of the utmost importance to the District, and therefore the following additional minimum requirements must be met:
    - 1. Contractor must have a maintenance system with preventative maintenance scheduling and inspections.
    - 2. Contractor must be able to supply the District with monthly maintenance reports summarizing all repairs, parts and responsible mechanics.
    - 3. District reserves the right to inspect any and all buses at any time for purposes of assuring Contractor's compliance.
- g. Two-Way Radios and Cellular Communication
  - i. Contractor shall install and maintain two-way radios in all buses provided under the Contract. The District will monitor the two-way radios continuously and at all times during the scheduled school days, and hours before and after school and during the school day.
  - ii. Contractor will make cellular telephone equipment available to drivers who will complete out-of-district field trips and co-curricular trips.
- h. Global Positioning System (GPS)
  - i. GPS will be available on all daily regular and SPED route buses and vans, which will be compatible with the Districts routing and parent app systems.
  - ii. Contractor will purchase GPS units for each bus in operation under this contract. District will reimburse the Contractor for the cost of the technology during the first year of this contract.
  - iii. If for any reason this contract is terminated or not renewed, Contractor will purchase the technology from District at the original purchase price and Contractor will retain ownership of the GPS units and any related equipment.
  - iv. Contractor is responsible for maintaining the equipment in working order and District is responsible for a maintenance technology fee as part of the agreement. Fee will be listed on Rate Sheet – Attachment A.
  - v. Contractor will provide video and GPS information when requested by the District. GPS information may not be released directly to anyone outside the District without the District's permission.
- i. On Board Cameras.
  - i. On-board digital cameras will be available on all buses and Type III vans that will be used for the District service.

## **8. SERVICE PROVIDER ANNUAL SERVICE PLAN**

Contractor shall provide the District on or before the tenth (10th) day of August preceding each Contract Year with a "service plan for student transportation services" for approval by the District. Contractor shall work with District's Superintendent of Schools or his/her designee in planning

services and otherwise performing the Contract. The "service plan" must include at a minimum the following:

- a. Route or routes including bus route numbering, route maps, and route times.
- b. List of drivers, both primary and substitutes, and the assigned routes and buses for the primary drivers
- c. List of students assigned to each bus and route, together with grade levels
- d. List of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, and mileage.
- e. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- f. Operating policies and procedures of the Contractor related to their fulfilling the terms of the Contract.
- g. Insurance information required
- h. Compliance with District performance criteria
- i. An inventory of equipment such as approved car seats, harnesses, supports and/ or protective devices for those students, owned by the Contractor and/or the District, that will be examined by the Parties for condition and compliance of this equipment with state and federal laws and state regulations.

## **9. PERSONNEL**

- a. Drivers
  - i. Drivers shall be carefully chosen based upon their driving skill and character. Each driver must have his or her traffic and criminal records researched, and the District will consider the provision of a drug screen if needed.
  - ii. The District will require that training of new drivers meet applicable federal and state laws and regulations. Contractor shall provide an overall description of the training process and shall have established in-service programs addressing specific transportation topics including, but not limited to:
    1. Proper backing procedures,
    2. Railroad crossing safety,
    3. Seasonal weather conditions,
    4. Behavior based accident prevention,
    5. Loading and unloading procedures, and
    6. Evacuation procedures.
- b. Management and Supervision
  - i. A supervisor and necessary support staff shall be required for on-site management at the terminal. Contractor shall be required to have personnel available to respond to all public inquiries and handle all daily transportation concerns.
- c. Student Safety Program
  - i. Contractor shall employ and designate a safety official with primary responsibility

to effectively administer and conduct a bus driver safety program and student safety program. The District will assist in the scheduling of student related bus safety programming and activities.

## **10. TERMINAL AND PHYSICAL BASE**

Contractor shall maintain a terminal and physical base within the boundaries of the District adequate, as determined by the District, for the maintenance and operation of the equipment required. The terminal should be located near enough to the District to provide service within thirty (30) minutes to any part of the District, or that part of the District served if less than the entire District.

## **11. INSURANCE COVERAGE**

Contractor agrees, at its sole expense, to procure and keep in force during the entire period of this contract public liability, property damage liability and workers' compensation insurance. While the District reserves the right to determine the extent of coverage for each item of insurance coverage, the Contractor must provide the above referenced insurance with the following minimum limits:

- a. Contractor must carry \$1M Combined Single Limit of Liability on Auto Insurance.
- b. Contractor must carry \$1M per Occurrence /\$1M Aggregate on General Liability Insurance.
- c. Contractor must carry \$1M Umbrella or Excess Liability policy.
- d. Contractor must list the district as an additional insured on a primary & non-contributory basis for the following lines of insurance coverage: Auto Liability, General Liability, and Umbrella/Excess. Contractor must agree to submit to the District a CG2010 endorsement and a Hold Harmless statement.
- e. Contractor must include a "waiver of subrogation" endorsement on the following lines of insurance coverage: Auto Liability, General Liability, Workers Compensation, and Umbrella/Excess Liability.
- f. A certificate of insurance listing the coverages and amounts including a statement that the insured's (bus company) coverage is Primary and Non-Contributory in favor of the school district, waiver of subrogation, Hold Harmless statement and naming the District as an "additional insured" must be provided not later than August 10th prior to the start of each school year. Any changes in these insurance coverages and policies should also be provided to the District within thirty (30) days of their effective date.

## **12. OTHER PROVISIONS**

Contractor agrees to comply with the following:

- a. Governing Law

This AGREEMENT shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this AGREEMENT to the "State" shall mean the State of Minnesota.

b. Data Privacy

Contractor agrees and understands that certain student information and data will be provided to the Contractor as required to provide the services in this AGREEMENT. Contractor further agrees that the Contractor and its employees will fully comply with the provisions of Minnesota Statute Chapter 13, also known as "Minnesota Government Data Practices Act", and in particular the following section as it applies to contracts for services with units of government:

Subd. 6. Contracts. Except as provided in section 13.46, subdivision 5, in any contract between a governmental unit subject to this chapter and any person, when the contract requires that data on individuals be made available to the contracting parties by the governmental unit, that data shall be administered consistent with this chapter. A contracting party shall maintain the data on individuals which it received according to the statutory provisions applicable to the data.

c. Student Records/Confidentiality

Pursuant to Family Educational Rights and Privacy (FERPA) regulations at 34 CFR 99.31, the District, as an educational institution, is permitted to disclose, without the prior consent of a student's parent (or an eligible student over 18 years of age), personally identifiable information from education records to 1) a party to whom the District has outsourced institutional services or functions it would normally be required to perform with District employees and 2) a party whose employees, acting in the course of their employment and performance of services pursuant to a contracted AGREEMENT with the District are deemed to have a legitimate educational interest or need to access student educational records.

The District has outsourced its school transportation obligations to Contractor and has determined that Contractor is an entity with a legitimate educational interest or need to access certain educational records related to student transportation needs, specifically special education students subject to the requirements of the IDEA and served by Individualized Educational Plans (IEPs). Accordingly, the parties agree that it is in the best interests of all parties for the District to disclose to Contractor such information from student education records, including IEPs, as may be necessary for Contractor to provide accurate and complete transportation services to all eligible students under the AGREEMENT. Any eligible student's IEP will be used by Contractor for routing purposes only and for no other reason. District information acquired as a result of these services is confidential and shall not be disclosed unless required by law. The only person at Contractor to have direct access to this confidential information will be the router.

In the event that any disclosure of any documentation/information acquired by Contractor under this AGREEMENT is required by law, Contractor will notify the 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 the IDEA, as required by the District and with HIPAA and its respective rules and regulations as well as laws of the State of Minnesota regarding student 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 District, at the sole discretion of the District, upon termination of this AGREEMENT.

d. Force Majeure

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this AGREEMENT.

e. Assignment

The services contemplated under this AGREEMENT are deemed to be in the nature of personal services. The Contractor, without the prior consent of the District, shall not assign this AGREEMENT. The parties agree that assignment by Contractor of any sums due and owing Contractor under this AGREEMENT shall not constitute an assignment of the AGREEMENT.

f. Subcontract

The Contractor shall not subcontract any of the services required to be performed in this AGREEMENT, unless the Contractor has received the full prior consent of District.

g. Termination

If either party shall willfully violate any of the covenants or duties imposed upon it by this AGREEMENT, such willful violation shall entitle the other party to terminate this AGREEMENT. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this AGREEMENT shall be deemed terminated.

h. Survival

The mutual obligations described in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

i. Severability

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this

AGREEMENT shall remain in full force and effect.

j. Modification

District and Contractor may modify the terms of this AGREEMENT in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties. All other terms and conditions will remain as described in this AGREEMENT.

k. Governing Law

This AGREEMENT shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this AGREEMENT to the "State" shall mean the State of Minnesota.

l. Governmental Taxation/Mandates

If Contractor incurs any additional fees, costs or taxes due to compliance with any new Local, State or Federal laws, or any mandated regulations beyond Safe-Way's control (for example: changes to unemployment insurance, paid safe and sick time or paid family medical leave laws or ordinances) the contractor may request a meeting with the District to in good faith discuss the impact of the mandates and consider mutually agreeable solutions and/or modifications to the existing Agreement. If the District and the Contractor cannot come to an agreement or solution, then either party may terminate this agreement upon 60 days written notice to the other party.

m. Notices To Parties

All notices to be given by the parties to this AGREEMENT shall be in writing and served by depositing same in the United States Postal Service, postage prepaid, registered or certified mail. Notices to District shall be addressed to:

Dr. Brian Zambreno, Superintendent  
South St. Paul Public Schools  
104 5th Avenue South  
South St. Paul, Minnesota 55075

Notices to Contractor shall be addressed to:

Jane Stiles, Co-President  
Safe-Way Bus Co  
6030 Carmen Avenue,  
Inver Grove Heights, Minnesota 55075

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

n. Entire Agreement

This AGREEMENT sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

South Saint Paul Public Schools

Safe-Way Bus Co

By: \_\_\_\_\_  
Chair

By: Jane Stiles 7/12/2023  
Jane Stiles, Co-President

By: \_\_\_\_\_  
Clerk

## ATTACHMENT A PRICE AND RATE SCHEDULE

**REGULAR “TO AND FROM” ROUTES.** The cost for all regular “to and from” routes, home-to-school transportation, for the days of school operation A.M and P.M

<b>Home-to-School Routes 2023-2024 (Year 1)</b> <i>Based on 4 hours of live time</i>		
<b>Type of Service</b>	<b>Daily Rate</b>	<b>Half Day Rate</b>
Type C School Bus	\$297.97	\$148.99
Excess Time	\$18.63 per one-quarter (¼) hour of time	

<b>Home-to-School Routes 2024-2025 (Year 2)</b> <i>Based on 4 hours of live time</i>		
<b>Type of Service</b>	<b>Daily Rate</b>	<b>Half Day Rate</b>
Type C School Bus	\$308.40	154.20
Excess Time	\$19.28 per one-quarter (¼) hour of time	

**SPECIAL TRANSPORTATION.** Includes Special Education, Special Services, McKinney Vento and Vocational Programs

<b>Special Transportation - In District 2023-2024 (Year 1)</b> <i>Based on 4 hours of live time</i>		
<b>Type of Service</b>	<b>Daily Rate</b>	<b>Half Day Rate</b>
Van or Alternative Vehicle	NA	NA
Type A/B School Bus	\$297.97	\$148.99
Type C/D School Bus	\$297.97	\$148.99
Lift	\$15.83	\$15.83
Aide/Monitor	\$35.00 Per Hour for special circumstances*	
Excess Time	\$18.63 per one-quarter (¼) hour of time	

**Special Transportation - In District 2024-2025 (Year 2)**

*Based on 4 hours of live time*

<b>Type of Service</b>	<b>Daily Rate</b>	<b>Half Day Rate</b>
Van or Alternative Vehicle	N/A	N/A
Type A/B School Bus	\$308.40	\$154.20
Type C/D School Bus	\$308.40	\$154.20
Lift	\$16.38	\$16.38
Aide/Monitor	\$36.23 Per Hour for special circumstances*	
Excess Time	\$19.28 per one-quarter (1/4) hour of time	

**Special Transportation - Out of District 2023-2024 (Year 1)**

*Based on 4 hours of live time*

<b>Type of Service</b>	<b>Daily Rate</b>	<b>Half Day Rate</b>
Van or Alternative Vehicle	NA	NA
Type A/B School Bus	\$297.97	\$148.99
Type C/D School Bus	\$297.97	\$148.99
Cost Per Mile	\$1.64	\$1.64
Lift	\$15.83	\$15.83
Aide/Monitor	\$35.00 Per Hour for special circumstances*	
Excess Time	\$18.63 per one-quarter (1/4) hour of time	

**Special Transportation - Out of District 2024-2025 (Year 2)**

*Based on 4 hours of live time*

<b>Type of Service</b>	<b>Daily Rate</b>	<b>Half Day Rate</b>
Van or Alternative Vehicle	N/A	N/A
Type A/B School Bus	\$308.40	\$154.20
Type C/D School Bus	\$308.40	\$154.20
Cost Per Mile	\$1.70	\$1.70
Lift	\$16.38	\$16.38
Aide/Monitor	\$ 36.38 Per Hour for special circumstances*	
Excess Time	\$19.28 per one-quarter (1/4) hour of time	

<b>Midday, Shuttle and Targeted Services Routes 2023-2024 (Year 1)</b>	
<i>Based on 2 hours of live time</i>	
<b>Type of Service</b>	<b>Daily Rate</b>
Route vehicle (all types)	\$148.99
Lift	\$15.83
Aide/Monitor	\$35.00 Per Hour for special circumstance*
Excess Time	\$18.63 per one-quarter (¼) hour of time

<b>Midday, Shuttle and Targeted Services Routes 2024-2025 (Year 2)</b>	
<i>Based on 2 hours of live time</i>	
<b>Type of Service</b>	<b>Daily Rate</b>
Route vehicle (all types)	\$154.20
Lift	\$16.38
Aide/Monitor	\$36.23 Per Hour for special circumstances*
Excess Time	\$19.28 per one-quarter (¼) hour of time

<b>Charter, Athletics and Field Trip including Community Education 2023-2024 (Year 1)</b>		
<b>Type of Service</b>	<b>Trip Rate - Within District</b>	<b>Trip Rate - Outside of District</b>
Min Cost per Trip	\$104.58	\$139.45
Cost - Drive (Hourly)	\$52.91	\$52.91
Cost - Wait (Hourly)	\$28.35	\$28.35
Cost per Mile (outside 7 co area)	NA	\$2.01
Late Cancel	\$55	
Trailer Fee	\$165	
Overnight trips	<i>Rates to be negotiated on per-request basis.</i>	

<b>Charter, Athletics and Field Trip including Community Education 2024-2023 (Year 2)</b>		
<b>Type of Service</b>	<b>Trip Rate - Within District</b>	<b>Trip Rate - Within District</b>
Min Cost per Trip	\$108.24	\$144.33
Cost - Drive (Hourly)	\$54.76	\$54.76

Cost - Wait (Hourly)	\$29.34	\$29.34
Cost per Mile (outside 7 co area)	N/A	\$2.08
Late Cancel	\$56.93	
Trailer Fee	\$170.78	
Overnight Trips	<i>Rates to be negotiated on per-request basis.</i>	

<b>Summer School 2023-2024 (Year 1)</b> <i>Based on 4 hours of live time</i>	
<b>Type of Service</b>	<b>Daily Rate</b>
Van or Alternative Vehicle	NA
Type A/B School Bus	\$297.97
Type C/D School Bus	\$297.97
Lift	\$15.83
Aide/Monitor	\$35.00 Per Hour for special circumstances*

<b>Summer School 2024-2025 (Year 2)</b> <i>Based on 4 hours of live time</i>	
<b>Type of Service</b>	<b>Hourly Rate</b>
Van or Alternative Vehicle	N/A
Type A/B School Bus	\$308.40
Type C/D School Bus	\$308.40
Lift	\$308.40
Aide/Monitor	Per Hour for special circumstances*

\* Safe-way Bus does not provide or hire bus aides/monitors. However, if the District is presented with an unforeseen absence of their bus aide/monitor, the District can ask Safe-way to provide a Safe-way staff member to fill in for the absent District aide/monitor. The cost for this service is noted throughout Attachment A-Price and Rate Schedule.

**ATTACHMENT B – REPLACEMENT BUSES PROVIDED BY  
CONTRACTOR**

Bus#	YEAR	MAKE AND MODE	PA SS.	W/C	Video	GPS
23	2013	INTL-IC	12	3	SEON	GEOTAB
26	2016	IH/CE	14	3	SEON	GEOTAB
59	2008	CHEV-MID BUS	20		SEON	GEOTAB
60	2008	CHEV-MID BUS	20		SEON	GEOTAB
61	2008	CHEV-MID BUS	20		NONE	GEOTAB
62	2014	CHEV-MID BUS	20		SEON	GEOTAB
63	2014	CHEV-MID BUS	20		SEON	GEOTAB
300	2013	INTL-IC	77		SEON	GEOTAB
832	2012	INTL-IC	77		SEON	GEOTAB
833	2012	INTL-IC	77		SEON	GEOTAB
834	2012	INTL-IC	77		SEON	GEOTAB
835	2012	INTL-IC	77		SEON	GEOTAB
822	2011	INTL-IC	77		SEON	GEOTAB
823	2011	INTL-IC	77		SEON	GEOTAB



## SOUTH ST. PAUL PUBLIC SCHOOLS

### School Board Agenda Item

**Meeting Date:** Monday, July 24 2023

**Place on Agenda:** Committee-of-the-Whole and Regular Agenda

**Action Requested:** Approval

<b>Topic:</b> Revisions to Superintendent Contract
<b>Presenter(s):</b> John Raasch, School Board Chair
<b>Background:</b> Revisions have been made to Section III. Compensation of the superintendent's contract modifying the salary for the 2023-24 and 2024-25 school years.
<b>Recommendation:</b> Termination of the original superintendent contract dated January 1, 2023 (revised) for the 2022-2025 contract period, and approval of the revised superintendent contract for the 2022-2025 contract period.
<b>Alternatives:</b> Do not approve the revised superintendent contract and direct administration with next steps.



## SOUTH ST. PAUL PUBLIC SCHOOLS

### School Board Agenda Item

**Meeting Date:** July 24, 2023

**Place on Agenda:** Committee-of-the-Whole

**Action Requested:** None. Discussion Only.

**Attachment:** None

<b>Topic:</b> Committee Updates
<b>Presenter(s):</b> School Board Members
<b>Background:</b>  School Board members will provide an update for the following committees that they serve on: <ul style="list-style-type: none"><li>• District 917</li><li>• Association for Metropolitan School Districts (AMSD)</li><li>• Community Education</li><li>• SSP Educational Foundation</li><li>• Finance, Facilities and Long-Range Planning</li><li>• Local Issues</li><li>• SSP Open Foundation</li><li>• District Policy</li><li>• District Community Engagement and Public Relations</li><li>• District Superintendent/Executive</li></ul>
<b>Recommendation:</b>  N/A
<b>Alternatives:</b>  N/A