



Excellence. For each and every student.

**BOARD OF EDUCATION**

Regular Meeting - Monday, June 13, 2022 - 7:00 PM  
Wayzata City Hall  
600 Rice Street  
Wayzata, Minnesota 55391

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**Minutes of Regular Meeting Meeting**

A Regular Meeting Meeting of the Board of Education of Wayzata Public Schools was held Monday, June 13, 2022, beginning at 7:00 PM in the Wayzata City Hall  
600 Rice Street  
Wayzata, Minnesota 55391.

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**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Call to Order

**ITEM:** Roll Call Attendance

**COMMENTS BY:** Bonita Lucky, Board Clerk

	<b>PRESENT</b>	<b>ABSENT</b>
Linda Cohen	_____	_____
Bonita Lucky	_____	_____
Jay Hesby	_____	_____
Heidi Kader	_____	_____
Milind Sohoni	_____	_____
Cheryl Polzin	_____	_____
Sarah Johansen	_____	_____
Chace Anderson, ex-officio	_____	_____



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Approval of Agenda and Consent Agenda Items

**COMMENTS BY:** Sarah Johansen, Board Chair

Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed as a Consent Agenda item and addressed. Consent Agenda items are as follows:

- A. **Approval of Minutes**
- B. **Finance and Operations Services**
  - 1. **Agenda Sheet - Finance Consent Agenda, June 2022**
    - i. **Board Gifts - May 2022**
    - ii. **Check Report - May 2022**
    - iii. **Wire, EFT, & ACH Report - April 2022**
- C. **Human Resource Services**
  - 1. **Monthly Recommendations**
  - 2. **2021-22 School Calendar Revisions Final Approval**
- D. **Superintendent**
  - 1. **Minnesota State High School League Membership Renewal**

**Recommended Action:** Approve the full agenda as presented, and the consent agenda items.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



## Board of Education Roll Call Vote

AGENDA ITEM: \_\_\_\_\_

	YES	NO	ABSTAIN	ABSENT
Heidi Kader	_____	_____	_____	_____
Bonita Lucky	_____	_____	_____	_____
Cheryl Polzin	_____	_____	_____	_____
Milind Sohoni	_____	_____	_____	_____
Linda Cohen	_____	_____	_____	_____
Jay Hesby	_____	_____	_____	_____
Sarah Johansen	_____	_____	_____	_____



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Approval of Board Minutes

**COMMENTS BY:** Bonita Lucky, Board Clerk

Approve the minutes of the following meetings:

- May 9, 2022 Regular Meeting
- May 23, 2022 Special Meeting
- May 23, 2022 Closed Meeting

**Recommended Action:** Approve the minutes of the Board meetings.

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_ 5

Regular Meeting  
Monday, May 9, 2022 7:00 PM Central

Wayzata City Hall  
600 Rice Street  
Wayzata, Minnesota 55391

Linda Cohen: Present  
Jay Hesby: Present  
Sarah Johansen: Present  
Heidi Kader: Present  
Bonita Lucky: Present  
Cheryl Polzin: Present  
Milind Sohoni: Present  
Present: 7.

### 1. CALL TO ORDER/ROLL CALL

### 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

Approve the full agenda as presented, and the consent agenda items. This motion, made by Linda Cohen and seconded by Cheryl Polzin, Passed.

Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

#### 2.A. Approval of Minutes

#### 2.B. Finance and Operations Services

##### 2.B.1. Agenda Sheet - Finance Consent Agenda, May 2022

###### 2.B.1.i. Board Gifts - April 2022

###### 2.B.1.ii. Check Report - April 2022

###### 2.B.1.iii. Wire, EFT, & ACH Report - March 2022

##### 2.B.2. Agenda Sheet - Milk Bid 2022-23

###### 2.B.2.i. Milk Bid Supporting Documents

##### 2.B.3. Agenda Sheet - FY2023 Community Education Budget Approval

##### 2.B.4. Agenda Sheet - Pavement Rehab Project III Bid

###### 2.B.4.i. Pavement Rehab Project III Recommendation & Bid Tabulation

#### 2.C. Human Resource Services

##### 2.C.1. Monthly Recommendations

##### 2.C.2. 2022-2023 Calendar Revision

### 3. REPORTS FROM ORGANIZATIONS

#### 3.A. Wayzata High School Student Council Representative

#### 4. RECOGNITIONS

4.A. 2022 MN Aspirations in Computing Awards

4.B. Employee of the Month

4.C. Retiree Recognition

4.D. WEF Grant Recipients

5. STUDENT CURRICULUM PRESENTATION (No report for this meeting.)

#### 6. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD

#### 7. ADMINISTRATIVE REPORTS AND RECOMMENDATIONS

7.A. Superintendent (No report for this meeting.)

7.B. Teaching and Learning (No report for this meeting.)

7.C. Finance and Operations Services

7.C.1. Agenda Sheet - Monthly Financial Reports - March 2022

7.C.1.i. Analysis of Financial Reports - March 2022

7.C.1.ii. Statement of Revenues - March 2022

7.C.1.iii. Statement of Expenditures - March 2022

7.C.1.iv. Investments Summary - March 2022

7.C.2. Agenda Sheet - District 287 Long-Term Facilities Maintenance

Approve Intermediate School District 287's Long-Term Facilities Maintenance capital expenditure plan for fiscal years 2024 through 2033 and adopt the resolution affirming Wayzata Public Schools' portion of the FY2023-2024 expenditures in the amount of \$123,244. This motion, made by Milind Sohoni and seconded by Heidi Kader, Passed. Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

7.C.2.i. Resolution - District 287 Long-Term Facilities Maintenance

7.C.3. Agenda Sheet - Athletics Fees 2022-23

Approve the District administration's proposed increases to athletics fees beginning with the 2022-23 school year. This motion, made by Bonita Lucky and seconded by Linda Cohen, Passed. Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

7.C.3.i. Athletics Fees Schedule 2022-23

7.D. Human Resource Services

7.D.1. Authorization of Health Insurance Rates 2022-2023

Approve the recommendation of the Insurance Committee that the District remain with Preferred One on a self-insured basis with a rate renewal for the 2022-2023 plan year of 4% to be applied to both health insurance plans. This motion, made by Jay Hesby and seconded by Bonita Lucky, Passed.

Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

**7.D.2. Authorization of Dental Insurance Rates 2022-2023**

Approve the recommendation that the District remain with Delta Dental on a self-insured basis and a rate renewal for the 2022-2023 plan year of 2% overall. This motion, made by Bonita Lucky and seconded by Linda Cohen, Passed.

Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

**7.D.3. Resolution - VEBA Plan Transition - Further to OneBridge**

Approve the attached resolution to: 1. Amend and restate the cafeteria plan, currently administered by Further, onto the documents used by OneBridge Benefits Inc. who will be the successor administrator, subject to the District's reservation of the rights to develop its own Plan Information Sheet with respect to such documents. 2. This amendment and restatement is to be effective July 1, 2022. Also be it resolved that the administration be authorized to take any actions necessary to facilitate this transition. This motion, made by Cheryl Polzin and seconded by Jay Hesby, Passed.

Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

**7.D.4. Resolution - Termination and Non-Renewal of Teaching Contracts**

Adopt the resolution relating to the termination and non-renewal of the teaching contract of the named probationary teachers. This motion, made by Cheryl Polzin and seconded by Bonita Lucky, Passed.

Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

**7.D.5. Resolution - Reducing 1.0 Media Center Positions**

Adopt the attached resolution to reduce and discontinue positions. This motion, made by Linda Cohen and seconded by Jay Hesby, Passed.

Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

**7.D.6. Resolution - Unrequested Leave of Absence**

Adopt the resolution relating to the Unrequested Leave of Absence of the named teacher. This motion, made by Jay Hesby and seconded by Bonita Lucky, Passed.

Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

## **8. OTHER BOARD ACTION**

## **9. BOARD REPORTS**

## **10. ADJOURN**

Call the meeting to a close at 7:58 p.m. This motion, made by Bonita Lucky and seconded by Linda Cohen, Passed.

Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Bonita Lucky: Aye, Cheryl Polzin: Aye, Milind Sohoni: Aye  
Aye: 7, Nay: 0

Special Meeting  
Monday, May 23, 2022 5:00 PM Central

Wayzata Public Schools District Office  
210 County Road 101 North  
Plymouth, Minnesota 55447

Linda Cohen: Present  
Jay Hesby: Present  
Sarah Johansen: Present  
Heidi Kader: Present  
Bonita Lucky: Absent  
Cheryl Polzin: Absent  
Milind Sohoni: Present  
Present: 5, Absent: 2.

### 1. CALL TO ORDER/ROLL CALL

Approve the Human Resources actions as recommended in the attachment. This motion, made by Linda Cohen and seconded by Milind Sohoni, Passed.

Bonita Lucky: Absent, Cheryl Polzin: Absent, Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Milind Sohoni: Aye  
Aye: 5, Nay: 0, Absent: 2

### 2. Human Resource Services

#### 2.A. Monthly Recommendations

### 3. ADJOURN

Call the meeting to a close at 6:12 P.M. This motion, made by Jay Hesby and seconded by Linda Cohen, Passed.

Bonita Lucky: Absent, Cheryl Polzin: Absent, Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Milind Sohoni: Aye  
Aye: 5, Nay: 0, Absent: 2

Closed Meeting  
Monday, May 23, 2022 5:05 PM Central

Wayzata Public Schools District Office  
210 County Road 101 North  
Plymouth, Minnesota 55447

Linda Cohen: Present  
Jay Hesby: Present  
Sarah Johansen: Present  
Heidi Kader: Present  
Bonita Lucky: Absent  
Cheryl Polzin: Absent  
Milind Sohoni: Present  
Present: 5, Absent: 2.

## 1. ROLL CALL/CALL TO ORDER

### 2. Human Resources

#### 2.A. Labor Negotiations

### 3. ADJOURN

Call the meeting to a close at 6:38 P.M. This motion, made by Jay Hesby and seconded by Milind Sohoni, Passed.

Bonita Lucky: Absent, Cheryl Polzin: Absent, Linda Cohen: Aye, Jay Hesby: Aye, Sarah Johansen: Aye, Heidi Kader: Aye, Milind Sohoni: Aye  
Aye: 5, Nay: 0, Absent: 2



**BOARD OF EDUCATION**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Finance and Operations Recommendations

**COMMENTS BY:** DeeDee Kahring, Executive Director, Finance and Operations

**Finance and Operations Recommendations**

These routine items are presented for School Board review and approval through a single consent motion.

**Monthly Bills**

The attached lists itemize claims for which the School Board is requested to authorize payment:

General Checking Account for May 2022	\$2,956,447
Wire Transfers, EFTs, and ACHs for April 2022	\$11,799,599

**Acknowledgement of Contributions**

Minnesota Statutes 465.03 – Gifts to Municipalities:

“Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”

The School Board is requested to accept the attached list of donations received in May 2022:

Cash Donations	\$32,401
In-Kind Donations	\$0

**Recommended Action:** Approve the checking account and wire transfer payments and accept with appreciation the donations, which comply with current state and local policies and guidelines.

# 2021-22 School Year Gifts & Bequests

For the Month Ended May 31, 2022



Excellence. For each and every student.

## Acknowledgment of Contributions:

Per Minnesota Statutes § 465.03, Gifts to Municipalities, "Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full."

A schedule of such gifts received in May of 2022 can be found below:

Donor	Purpose	Amount
Meadow Ridge PTO	Donation to Literacy (Intervention) Team	\$ 3,000.00
Wayzata Central Middle School	Scholarships for 6th, 7th & 8th Grade Field Trips	3,000.00
Gleason Lake PTO	Scholarships for 5th Grade Field Trips	93.00
Target	Gleason Lake Student Activities	30.00
Banu & Arun Kumar Ganesan	Sunset Hill - General Donation	177.00
Ashley & Jacob Probst	Sunset Hill - General Donation	150.00
Dominium	Spring Splash Summer Reading Books	300.00
Sunset Hill PTSA	Reimbursement for 1st & 3rd Grade Field Trips	1,660.00
Sunset Hill PTSA	Reimbursement for 2nd Grade Field trip	1,072.00
Oakwood PTA	5th Grade Field trips, Art Supplies & 5th Grade Hunt Class Supplies	2,102.63
Oakwood PTA	BeeBots and Mats for Tech Class	1,020.54
Kristopher & Angela Clemons	Oakwood - Overdue Book Fine Donation	250.00
Greenwood PTA	To Purchase Classroom Supplies	1,624.88
Casey's General Stores	To Support Classroom Purchases	25.60
Blackbaud Giving Fund	To Support Classroom Purchases	510.00
Your Cause/Michael Furman	East Middle School - Scholarship Fund	15.00
The Gallagher Family	Birchview - In Memoriam Books for the Library	400.00
The Blackbaud Giving Fund	WF Employee Charitable Giving Program - Classroom Supplies	45.00
Sunset Hill PTSA	Reimbursement for 3rd Grade Field Trip to French Park	120.00
Northwoods PTO	PTO Grant Donations	11,305.50
Minnesota Section SME	Wayzata High School - Geology Field Trips & Busing	2,000.00
Twin Cities Performance Ferrari	Wayzata High School - DECA	500.00
MN Safari Club International	Wayzata High School - Volunteer Weekend Activity Donation	3,000.00
<b>Total Cash Donations</b>		<b>\$ 32,401.15</b>
<b>Total In-Kind Donations</b>		<b>\$ -</b>
<b>Total 2021-22 School Year Gifts and Donations*</b>		<b>\$ 480,640.87</b>

# 2021-22 School Year Check Report

For the Month Ended May 31, 2022



Excellence. For each and every student.

Check No.	Vendor	Description	Date	Amount
23471	First Student Inc	Transportation	5/20/2022	466,467.56
23495	Main Line Transportation Inc (MTI)	Transportation	5/20/2022	465,084.14
23547	Xcel Energy	Monthly Service	5/31/2022	143,517.88
23285	Xcel Energy	Monthly Services	5/10/2022	125,174.22
23147	Upper Lake Foods	WPS - Prime Vendor	5/3/2022	123,869.33
23094	Kinect Energy Inc	Monthly Service	5/3/2022	88,625.99
23184	Cdw Government LLC	Annual Zoom Renewal & Wireless Agreement	5/10/2022	87,431.00
23323	Century Fence Company	WMS - Fencing	5/17/2022	78,025.00
23281	Upper Lake Foods	WPS - Prime Vendor	5/10/2022	68,068.77
23544	Kinect Energy Inc	Monthly Service	5/31/2022	62,950.23
712005	Hillyard Inc Minneapolis	WPS - Supplies/Equipment	5/12/2022	60,203.20
23016	Act Inc	State Testing	5/3/2022	43,247.00
23493	Logic Monitor	Annual Renewal Of System Monitoring	5/20/2022	40,679.00
711989	Trio Supply Co	WPS - Paper Supplies	5/5/2022	29,875.42
23077	Hennepin Technical College	Prof Services	5/3/2022	26,811.25
23286	D'Amico Catering	WHS - Event Date 5/14/22	5/11/2022	25,007.23
23417	Upper Lake Foods	WPS - Prime Vendor	5/17/2022	23,244.41
23047	City Of Plymouth	March/February 2022 Fuel Usage & Lift Station	5/3/2022	21,525.25
23512	Intermediate Dist 287	C & T Tuition	5/24/2022	20,912.30
23453	Bix Produce Company LLC	WPS - Produce	5/20/2022	20,606.00
23186	Ceso Transportation, LLC	Transportation	5/10/2022	20,425.49
23435	Acis American Council For Intl Studies	Registration Deposits	5/20/2022	20,000.00
23158	Madison National Life Insurance Company	Ins. Tracking Billing	5/9/2022	19,683.53
23427	Waste Management Of Wi	Monthly Services	5/17/2022	18,998.91
23290	Life Insurance Co Of North America	Payroll Accrual	5/11/2022	18,990.91
23034	Bix Produce Company LLC	WPS - Produce	5/3/2022	18,547.14
23192	City Of Plymouth	WPS - Water Due 05/20/22	5/10/2022	18,167.59
23540	Business Essentials	CSF - White Copy Paper	5/31/2022	17,904.00
23414	Total Fire Protection Inc	CMS - 21A Fire Suppression	5/17/2022	15,872.86
23152	West Lutheran High School	Non Pub Health & Guidance	5/3/2022	15,206.00
23494	Macphail Ctr For Music	Prof Services	5/20/2022	15,017.00
23091	Inspec, Inc.	Prof Services	5/3/2022	15,000.00
23202	Flagship Recreation	Prof Services	5/10/2022	14,621.94
23263	Solid Rock Polishing LLC	WMS - Floor Stripping	5/10/2022	14,425.00
23329	Corval Constructors, Inc	EMS/CMS - Mechanical Upgrades	5/17/2022	13,300.00
23224	Lvc (Low Voltage Contractors)	Prof Services	5/10/2022	13,128.01
23254	Risk Administration Services Inc	Deductible Billing	5/10/2022	13,077.89
23213	Hennepin Technical College	Prof Services	5/10/2022	12,000.00
23241	North Hennepin Community College	Prof Services	5/10/2022	12,000.00
712039	Xerox Corporation	WPS Copier Lease & Maintenance	5/19/2022	11,586.56
23483	Inspec, Inc.	Prof Services	5/20/2022	11,550.00
23526	School Service Employees	Payroll Accrual	5/31/2022	11,424.78
23292	School Service Employees	Payroll Accrual	5/11/2022	11,351.40
23444	Amazon Capital Services Inc	Clasroom & Office Supplies	5/20/2022	11,011.93
23236	MTI Distributing Inc	Dist - Toro Zmaster 5000 Series Contract #188861	5/10/2022	10,384.36
23291	Life Insurance Co Of North America	Payroll Accrual	5/11/2022	10,186.10
23404	Southwest Metro Intermediate District 288	C & T Tuition	5/17/2022	9,947.98
23156	Youth Frontiers, Inc	Prof Services	5/3/2022	9,280.00
23075	Hanus Enterprises,LLp	Bus Garage Rent	5/3/2022	9,178.11
23528	Absolute Commercial Flooring Inc	Prof Services	5/31/2022	8,992.00
23214	Hirequest	Prof Services	5/10/2022	8,711.35
23056	Daikin Applied	WHS - Service Contract	5/3/2022	8,682.00
23481	Hennepin Healthcare System, Inc	Supplies	5/20/2022	8,420.00
23155	Youth Enrichment League	Prof Services	5/3/2022	8,134.00
23530	Acoustics Associates	BV - 09C Ceiling And Acoustical Treatment	5/31/2022	7,647.32
23359	Kathleen Schultz LLC	Prof Services	5/17/2022	7,450.00
23357	Joseph E Johnson & Sons Construction	Services & Supplies	5/17/2022	7,132.25
23303	Amazon Capital Services Inc	Clasroom & Office Supplies	5/17/2022	6,662.30
23312	Bix Produce Company LLC	WPS - Produce	5/17/2022	6,632.12
23069	Fun Engineerz LLC	Prof Services	5/3/2022	6,405.00
23118	Rdo Equipment Co	CSF - Rental	5/3/2022	6,270.00
23394	Relate Counseling Ctr	Mental Health Supports	5/17/2022	6,250.00
23169	Amazon Capital Services Inc	Clasroom & Office Supplies	5/10/2022	6,136.28

Check No.	Vendor	Description	Date	Amount
23180	Brightly Software, Inc	Software	5/10/2022	5,875.69
712016	Staples Business Advantage	Classroom & Office Supplies	5/12/2022	5,712.00
23157	Life Insurance Co Of North America	Ins. Tracking Billing	5/9/2022	5,218.44
23228	Mavo Systems, Inc	BV - 02A Demo	5/10/2022	5,113.35
23096	Laurent, Timothy	Prof Services	5/3/2022	5,066.60
23174	Benefitfocus.Com Inc	Prof Services	5/10/2022	4,935.36
712021	E-Conolight LLC	OW/CMS - Gym Lights	5/19/2022	4,813.80
23271	St Paul Beverage Solutions, LLC	Hs & Es & Ms Dairy - Sca Funds	5/10/2022	4,758.50
23161	Alexandra Mccannel LLC	Am Counseling	5/10/2022	4,620.00
23132	Sunbelt Rentals, Inc.	Dome Down	5/3/2022	4,470.94
712028	Motg (Mn Office Technology Grp)	Quarterly Maint	5/19/2022	4,421.78
23305	Art Spark LLC	Prof Services	5/17/2022	4,272.00
23121	R J Mechanical Inc	Repair Service	5/3/2022	4,067.16
23124	Schwab Vollhaber Lubratt Inc	WMS - Repair	5/3/2022	3,984.70
23029	Batteries R Us	Battery Replacements	5/3/2022	3,979.92
23488	Jsh Construction Inc	Welcome Ctr Door Repair	5/20/2022	3,956.00
23051	Contemporary Images Inc	Prof Services	5/3/2022	3,906.22
23175	Bix Produce Company LLC	WPS - Produce	5/10/2022	3,903.41
23392	Quinn Violins	Violins	5/17/2022	3,797.14
23024	Amazon Capital Services Inc	Clasroom & Office Supplies	5/3/2022	3,763.53
23201	Fairview Health Services	Prof Services	5/10/2022	3,593.33
23261	Sfm Mutual Insurance Co	Sfm Work Comp Claims	5/10/2022	3,572.89
23178	Bluum Of Minnesota, LLC	CMS Weight Room Av Upgrade	5/10/2022	3,550.05
23044	Cdw Government LLC	CMS Weight Room Av Upgrade	5/3/2022	3,498.24
712034	Staples Business Advantage	Classroom & Office Supplies	5/19/2022	3,465.50
23508	Fairview Health Services	Prof Services	5/24/2022	3,443.33
23541	Canon Financial Services Inc	WPS - Copier Fleet Lease	5/31/2022	3,405.50
23257	Rtl Construction Inc	PC - 09A Drywall	5/10/2022	3,396.91
23223	Lifetime Fitness, Inc.	Locker Room Rental	5/10/2022	3,335.93
712009	Motg (Mn Office Technology Grp)	Quarterly Maint	5/12/2022	3,332.34
23370	Main Line Transportation Inc (MTI)	Transportation	5/17/2022	3,309.54
23137	Top 20 Training, LLC	Seminar Fee	5/3/2022	3,250.00
23395	Renneberg Hardwoods Inc	Woods	5/17/2022	3,212.07
23272	T-Mobile Usa, Inc	Monthly Data Hot Spots	5/10/2022	3,197.40
23187	Choice Electric Inc	PC - 26A Electrical	5/10/2022	3,139.25
23485	J. C. Consulting, Inc	Summer Yearbook Camp	5/20/2022	3,080.00
712017	Trio Supply Co	WPS - Paper Supplies	5/12/2022	3,015.87
23287	Northern Lights	Performance May 14,02022 lms	5/11/2022	2,967.00
23474	Fun Engineerz LLC	Prof Services	5/20/2022	2,835.00
23324	Centurylink	Monthly Services	5/17/2022	2,815.46
23176	Bib Consulting LLC	Prof Services	5/10/2022	2,780.00
711985	Staples Business Advantage	Classroom & Office Supplies	5/5/2022	2,731.39
23089	Ingram Library Services	Books	5/3/2022	2,714.05
23304	Apres Event Decor And Tent Rental	Event Rental	5/17/2022	2,677.48
23501	Zee Medical Service	Supplies	5/20/2022	2,669.45
23374	Mn Historical Society	Field Trip	5/17/2022	2,640.00
23116	Premium Waters Inc	Water Service	5/3/2022	2,574.00
23131	St Paul Beverage Solutions, LLC	Hs & Es & Ms Dairy - Sca Funds	5/3/2022	2,523.79
23045	Century Fence Company	CMS - Fence Repair	5/3/2022	2,500.00
23408	Taft Stettinius & Hollister Llp	Prof Services	5/17/2022	2,455.20
23355	Ingina LLC	Prof Services	5/17/2022	2,400.00
23430	Wold Architects And Engineers	GL/EMS - Summer 2022 Ltfm	5/17/2022	2,393.54
711974	Institute For Environmental Assessment	Prof Services	5/5/2022	2,370.95
23535	Apres Event Decor And Tent Rental	Twinkle Lights	5/31/2022	2,310.00
23519	Project Lead The Way, Inc	WHS - Pltw Biomed Supplies	5/24/2022	2,279.00
23212	Healthy America	CSF - Food Products	5/10/2022	2,250.00
23153	Wi Ctr For Education Products & Services	Wida Workshop	5/3/2022	2,200.00
23170	B & H Photo & Electronics	Comm Av Equipment	5/10/2022	2,183.99
712022	Gopher Sport	Phy Ed Supplies	5/19/2022	2,172.50
23249	Performance Food Group Inc	WHS - Ala Carte ItEMS	5/10/2022	2,158.03
23325	Collaborative Student Transportation Of Mn	Transportation	5/17/2022	2,155.52
23244	Now Micro	Chromeboxes For WHS Culinary	5/10/2022	2,114.00
23484	Isd #270-Hopkins Schools	Non Pub Title 1 Tuition	5/20/2022	2,094.75
23245	Pan-O-Gold Baking Co	WHS - Fresh Bakery Items	5/10/2022	2,090.38
23306	Automated Logic Corp	Prof Services	5/17/2022	2,076.00
712007	Mei - Minnesota Elevator Inc	Prof Services	5/12/2022	2,069.31
23385	Parallel Technologies Inc	Digital Signage	5/17/2022	2,061.29
711972	Hillyard Inc Minneapolis	WPS - Supplies/Equipment	5/5/2022	2,058.62
23139	United Rentals	Dome Down	5/3/2022	2,046.48
23407	St Paul Beverage Solutions, LLC	HS & Es & Ms Dairy - Sca Funds	5/17/2022	2,035.53
23252	Rebecca Mccammon	CMS - Staff Development	5/10/2022	2,000.00
23253	Reliable Medical Supply LLC	Sped - Wels	5/10/2022	2,000.00
23506	Commercial Door Systems LLC	Door Parts	5/24/2022	1,998.71
23522	Wonder Workshop Inc	Dash 6-Packs - Pto Grant - Will Be Reimbursed	5/24/2022	1,990.00
712035	Step Saver Inc	WHS Repair	5/19/2022	1,983.35
23381	Ninjas United Athletics LLC	Prof Services	5/17/2022	1,980.00
23081	Hirequest	Prof Services	5/3/2022	1,956.00

Check No.	Vendor	Description	Date	Amount
23341	Flagship Recreation	Prof Services	5/17/2022	1,879.38
23412	The Works	Group Admission	5/17/2022	1,862.50
23354	Home Depot/Gecf	Supplies	5/17/2022	1,842.47
23035	The Blake School	Non Pub Textbooks	5/3/2022	1,815.93
23093	Karges-Faulconbridge, Inc	PC - Hvac & Bas System Study	5/3/2022	1,800.00
23204	Garvey Communications	Prof Services	5/10/2022	1,800.00
23433	A+ Driving School North, Inc,	Behind The Wheel	5/20/2022	1,800.00
23515	Medina Automotive Service	Tr#9 Repair	5/24/2022	1,772.51
23138	Turfwerks	CSF - Sweeper Parts	5/3/2022	1,772.21
23171	Batteries R Us	Battery Replacements	5/10/2022	1,719.96
23120	Renneberg Hardwoods Inc	Supplies	5/3/2022	1,713.64
23256	Rogers Tennis Club LLC	Boys Tennis Indoor Court Time	5/10/2022	1,710.25
23111	On Site Sanitation	Prof Services	5/3/2022	1,705.36
23105	Mn Historical Society	Field Trip	5/3/2022	1,688.00
23025	American Bottling Co	Beverages	5/3/2022	1,674.00
712024	Innovative Office Solutions	CMS - Cafe Stool Replacements & Coffeemaker	5/19/2022	1,650.66
23505	Blick Art Materials	Art Supplies	5/24/2022	1,577.09
23260	Sentra-Sota Sheet Metal Inc	PC - 23B Combined Mechanical	5/10/2022	1,576.06
23070	Future Problem Solving Program Int'L	Competition Fee	5/3/2022	1,560.00
712018	Allegra Print & Imaging	Security Envelopes	5/19/2022	1,556.15
23282	Us Foods Culinary E & S	WPS - Serving Supplies	5/10/2022	1,533.02
23283	Vistar	WHS - Ala Carte Items	5/10/2022	1,531.54
23200	Energyprint	Prof Services	5/10/2022	1,530.00
23384	Pan-O-Gold Baking Co	Hs - Fresh Bakery Items	5/17/2022	1,525.87
23479	Healthy America	CSF - Food Products	5/20/2022	1,512.00
23160	Active Internet Technologies LLC	Site Enhancements	5/10/2022	1,500.00
23326	Compas Inc	Prof Services	5/17/2022	1,500.00
23335	Designs By Lisa Of Elk River	Supplies	5/17/2022	1,500.00
23497	Mid City Services Industrial Laundry	CSF - Kitchen Laundry	5/20/2022	1,483.00
23423	Vistar	CMS / EMS/ WMS Ala Carte Purchases	5/17/2022	1,472.08
212200995	Fredrickson, Sam	Reimbursement	5/18/2022	1,459.70
212201003	Kahring, Delores	Reimbursement	5/18/2022	1,431.80
23322	Centerpoint Energy	Monthly Services	5/17/2022	1,416.67
23100	Metro Hardwoods	Tech Ed Wood Supplies	5/3/2022	1,415.00
23194	City Of Wayzata	WPS - Water Due 05/20/22	5/10/2022	1,407.11
212201000	Jacklitch, Michelle	Reimbursement	5/18/2022	1,392.88
23447	B & H Photo & Electronics	Lens	5/20/2022	1,391.00
23054	Coremark Metals	CSF - Shop Stock & Soccer Goal Repairs	5/3/2022	1,385.75
23117	Promowear	Wellness Benefit Fair	5/3/2022	1,377.36
23409	Terrapin Software	OW - Pta Tech Grant	5/17/2022	1,376.58
23420	Usi Insurance Services LLC	Injury Mgmt Policy	5/17/2022	1,375.00
23108	Now Micro	Mini Desktop For Buildings And Grounds And Laptop	5/3/2022	1,370.00
23149	Vistar	CMS / EMS/ WMS Ala Carte Purchases	5/3/2022	1,365.82
23112	Pace	Pace Quizbowl	5/3/2022	1,360.00
23183	Bruegger'S Enterprises Inc	Hs - Bread Products	5/10/2022	1,345.92
23255	Rocky Mountain Sunscreen	Sum 2022 Wk Supplies Sunscreen	5/10/2022	1,299.82
23311	Bergdale, Kristin	Prof Services	5/17/2022	1,260.00
712026	Loffler Companies Inc	WHS - Copy Center Ions Software Maintenance & Supplies	5/19/2022	1,251.00
711987	Tri-Dim Filter Corp	BV Filters/EMS Belts	5/5/2022	1,250.40
23434	Abbott, Jean	Prof Services	5/20/2022	1,250.00
23203	Frontier Fire Protection Inc	BV - 21A Fire Suppression	5/10/2022	1,249.10
23289	Gurstel Law Firm	Payroll Garnishment	5/11/2022	1,238.26
711973	Horizon Commercial Pool Supply	WMS - Pool Supplies	5/5/2022	1,237.57
23085	Home Depot/Gecf	Supplies	5/3/2022	1,232.82
23220	Kidcreate Studio	Prof Services	5/10/2022	1,212.00
23199	Embi Tec	WHS - Science Supplies	5/10/2022	1,210.00
212201004	Kimbler, Rodney	Reimbursement	5/18/2022	1,194.71
23172	Bayada Home Health Care Inc	Nursing Services	5/10/2022	1,175.00
23309	Bayada Home Health Care Inc	Nursing Services	5/17/2022	1,162.50
23476	Geared Up Apparel, LLC	Musical T Shirts	5/20/2022	1,160.50
23459	Brown'S Ice Cream Co	WPS - Ice Cream Products	5/20/2022	1,158.36
23036	Bluum Of Minnesota, LLC	CMS Weight Room Av Upgrade	5/3/2022	1,142.76
23040	Bruegger'S Enterprises Inc	Hs - Bread Products	5/3/2022	1,130.10
23275	The Works	1St Grade Field Trip	5/10/2022	1,110.00
712025	Iron Mountain	Storage	5/19/2022	1,103.28
23460	Bruegger'S Enterprises Inc	Hs - Bread Products	5/20/2022	1,058.16
23313	Bowlero Eden Prairie	Event Registration	5/17/2022	1,044.05
23388	Plymouth Ice Ctr	Girls Hockey Ice Time	5/17/2022	1,032.40
23487	Jimmy'S Johnnys Inc	Prof Services	5/20/2022	1,026.20
711969	Ecolab Pest Elimination Div	Prof Services	5/5/2022	1,024.33
23217	Ingram Library Services	Books	5/10/2022	1,018.29
23102	Mn Humanities Center	Field Trip	5/3/2022	1,000.00
23197	C Vision Productions LLC	CMS - Musical Audio/Video	5/10/2022	1,000.00
23424	Vituro, Meg	Culinary Refund	5/17/2022	1,000.00
23431	Wolf Ridge Environmental	Participant Overnight	5/17/2022	1,000.00
23533	Amazon Capital Services Inc	Clasroom & Office Supplies	5/31/2022	993.12
23179	Branson-Larkin Electronics	Prof Services	5/10/2022	975.00

Check No.	Vendor	Description	Date	Amount
23373	Mn Elem Sch Principals' Assn	Membership Renewal	5/17/2022	955.00
23516	Pirtek Plymouth	CSF - Mower Repair Parts	5/24/2022	936.11
23237	Mvp Cricket LLC	Prof Services	5/10/2022	924.00
23209	Grizzly Industrial, Inc.	WHS - Robotics Tools	5/10/2022	912.94
23030	Beer System Maintenance	WHS - Condiment Parts	5/3/2022	908.55
23422	Versare Solutions LLC	Special Ed Supplies	5/17/2022	907.20
23532	All Industrial Inc	CSF - Shop Suplies	5/31/2022	905.00
212200975	Prondzinski, Jeff	Reimbursement	5/11/2022	903.59
23284	West Music Co	Instruments	5/10/2022	895.00
23208	Green Mill Plymouth	WHS - Speech Team	5/10/2022	880.00
711978	Really Good Stuff	OW- Kindergarten Pencils	5/5/2022	865.63
23113	Pan-O-Gold Baking Co	WHS - Fresh Bakery Items	5/3/2022	865.25
23317	Buffalo Gun Club Inc	Competition	5/17/2022	850.50
23115	Porta Phone	Phone Reconditioning	5/3/2022	849.00
23397	Rush Creek Golf Club	Girls Golf Hats	5/17/2022	843.00
23222	Kinect Energy Inc	Monthly Service	5/10/2022	836.00
23151	Wayzata Results, Inc	Boys Track Timing	5/3/2022	800.00
23402	Skills Usa-Minnesota	Nationals	5/17/2022	780.00
23539	Bullis Insurance Agency LLC	Insurance	5/31/2022	780.00
23098	Lvc (Low Voltage Contractors)	Prof Services	5/3/2022	760.00
23380	Napa Auto Parts Of Corcoran	CSF - Supplies	5/17/2022	746.66
23043	Catalyst Sourcing Solutions	WHS - Media Disposal Services	5/3/2022	737.50
23154	Xcel Energy	Monthly Service	5/3/2022	712.22
23227	Mars Co, W. P. & R.S.	Supplies	5/10/2022	710.07
23391	Professional Interpreting	Professional Interpreting	5/17/2022	705.60
23099	Medina Entertainment Ctr	Event Rental	5/3/2022	700.00
23448	B'S Music Shop	WHS - Band Tuners	5/20/2022	699.50
23538	B & H Photo & Electronics	WHS - Photography Equipment	5/31/2022	699.50
23410	The Teehive LLC	T Shirts	5/17/2022	675.00
23242	Northstar Bus Lines, LLC	Transportation	5/10/2022	673.25
23294	Absolute Commercial Flooring Inc	Prof Services	5/17/2022	673.00
212200981	Schultz, David	Reimbursement	5/11/2022	666.60
23073	Grainger Inc., W. W.	WPS - Dist Supplies	5/3/2022	664.48
212201001	Johnson, Emma	Reimbursement	5/18/2022	663.90
23405	Spraying Systems Co	Dist Use - Pathosans Preventitive Maintenance Agreement	5/17/2022	662.13
711995	Gopher Sport	Phy Ed Supplies	5/12/2022	653.67
23403	Soderberg, Jay	Prof Services	5/17/2022	648.50
23086	Identisys	Prof Services	5/3/2022	621.00
23377	Mri Software LLC	Prof Services	5/17/2022	612.00
23347	Hill Co, Robert B.	WPS - Salt	5/17/2022	608.25
23264	Stanford University	Pd Workshop-Learn Math	5/10/2022	596.00
23338	Elite Av LLC	PC - Display	5/17/2022	588.08
23050	Concord Theatricals Corp	Performance Fee	5/3/2022	580.00
212200998	Herr, Chad	Reimbursement	5/18/2022	579.94
23061	Eden Prairie High School	Airfare Fee	5/3/2022	570.00
23243	Novinska, Tod	Prof Services	5/10/2022	565.00
23122	Rush Creek Golf Club	Girls Golf Balls	5/3/2022	564.00
23330	Creating Art Inc	Prof Services	5/17/2022	560.00
712029	Pepper & Son Inc., J. W.	WHS - Band Supplies	5/19/2022	556.99
23048	City Of St Louis Park	Westwood Hills Nature Ctr Prog 5/10/22	5/3/2022	550.00
23475	Fun Express LLC	Prof Services	5/20/2022	547.34
23248	Pepsi Beverages Company	WHS - Ala Carte Items	5/10/2022	540.30
23177	Blick Art Materials	Art Supplies	5/10/2022	534.17
712011	School Health Corp	Health Services	5/12/2022	529.49
212200939	Anderson, Chace	Reimbursement	5/11/2022	526.30
23545	Twin Cities Inflatables	Lead Id# 9545963 Gr 8 Party Supplies	5/31/2022	524.32
23026	American Pressure Inc	CSF - Repair Parts	5/3/2022	518.28
23106	Mn Synchronized Swim Coaches Assn	Ath -State Synchro Tickets	5/3/2022	515.25
23534	American Bottling Co	Beverages	5/31/2022	513.00
23498	Minnesota Massage Outreach LLC	Benefits Fair	5/20/2022	510.00
711994	Emi Audio	Keyboard Repair	5/12/2022	508.20
23348	Hirequest	Prof Services	5/17/2022	501.23
23159	Acoustics Associates	PC - 09C - Ceiling And Acoustical Treatment	5/10/2022	500.00
23531	Alam, Jamie	Culinary Refund	5/31/2022	500.00
23340	First Student Inc	Transportation	5/17/2022	493.74
23266	Steve Weiss Music Inc	WHS Don Krubsack Mallets Band Activities	5/10/2022	482.23
23520	Reinders	CSF - Repair Parts	5/24/2022	476.60
23399	Sanimax LLC	Hs - Grease Disposal	5/17/2022	474.84
23198	Ebc (Educators Benefit Consultants)	Admin And Compliance Service	5/10/2022	469.22
212201022	Sorenson, Grant	Reimbursement	5/18/2022	451.19
23013	A+ Driving School North, Inc,	Behind The Wheel	5/3/2022	450.00
23239	Neil A Kjos Music Company Inc	Music Pd Books	5/10/2022	440.27
23504	Amazon Capital Services Inc	Clasroom & Office Supplies	5/24/2022	436.49
23521	Ward'S Science	WHS Scientific Biomed Supplies	5/24/2022	436.22
23195	Crow River Sportsmen'S Club	Invitational Squads	5/10/2022	435.00
711968	Bsn Sports	Supplies	5/5/2022	434.07
212201028	Vlach, Monica	Reimbursement	5/18/2022	429.44

Check No.	Vendor	Description	Date	Amount
712012	School Specialty, LLC	Gym Items	5/12/2022	428.95
23454	Black, Nicki	Prof Services	5/20/2022	420.00
23101	Mint Roofing Inc	GW - Roof Repair	5/3/2022	419.97
23259	Sandino, Jeff	Prof Services	5/10/2022	416.00
23064	Electric Motor Repair Inc	KI - Tf1 Boiler Room	5/3/2022	414.01
23230	Midwest Special Instruments Corp	Special Ed Supplies	5/10/2022	401.94
23062	Eden Prairie High School	Lodging Fee	5/3/2022	400.00
23337	Eagan High School	Softball Tournament	5/17/2022	400.00
23473	Fred T Miller Photography	Prof Services	5/20/2022	400.00
23119	Regents Of The Univ Of Mn	3Rd Gr School Field Trip	5/3/2022	395.00
23318	Bullis Insurance Agency LLC	Gen Liability	5/17/2022	395.00
23092	Kaplan Early Learning Co	Ecfе Classroom Rug	5/3/2022	390.94
23107	MTI Distributing Inc	Irrigation Class	5/3/2022	390.00
23457	Bluum Of Minnesota, LLC	Epson Brightlink Pens	5/20/2022	382.20
23196	Cuesta, Maria	Culinary Refund	5/10/2022	381.85
23445	Apple Valley High School	Debate	5/20/2022	380.00
212200970	Musser, Debra	Reimbursement	5/11/2022	378.00
23017	Adi	CMS/WHS Prof Services	5/3/2022	375.98
23344	Have Ya Herd LLC	Prof Services	5/17/2022	375.00
23418	Us Foods Culinary E & S	Hs - Serving Supplies	5/17/2022	372.48
23342	Genest-Stein, Phyllis	Dhh Mentor	5/17/2022	360.00
23546	Vanderlan, Kira	Mileage	5/31/2022	353.92
23235	Mn Safety Council	Prof Services	5/10/2022	345.00
711981	Site One Landscape Supply LLC	CSF - Repair Part	5/5/2022	344.23
23059	Duet Resource Group Inc	CMS - Art Tech Stools	5/3/2022	341.04
23229	Meridian Consulting Group LLC	Prof Services	5/10/2022	340.00
23238	Ncs Pearson Inc	Special Ed Supplies	5/10/2022	340.00
23210	Groth Music Co	Music Supplies	5/10/2022	339.78
23038	Brown'S Ice Cream Co	WPS - Ice Cream Products	5/3/2022	335.07
23375	Mohn, Monica	Dance Classes	5/17/2022	332.00
711977	Pioneer Valley Books	Reading Intervention Needs	5/5/2022	329.99
711967	Ancom Communications	Swiver Earpieces	5/5/2022	329.20
23527	A-1 Outdoor Power Inc	CSF - Shop Stock	5/31/2022	325.43
23049	Commercial Door Systems LLC	Door Parts	5/3/2022	325.00
23240	Nokomis Shoe Shop Inc	Shoes	5/10/2022	319.90
711975	Mei - Minnesota Elevator Inc	Prof Services	5/5/2022	316.00
212201010	Mord, Evan	Reimbursement	5/18/2022	314.15
23234	Mn Pollution Control Agency	Prof Services	5/10/2022	304.65
212201024	Swanson, Anne	Reimbursement	5/18/2022	303.14
23205	Gehrz, Michelle	Prof Services	5/10/2022	300.00
23327	Contemporary Images Inc	Prof Services	5/17/2022	300.00
212201014	Reynolds, Chris	Reimbursement	5/18/2022	295.03
23432	Youth Frontiers, Inc	Retreat	5/17/2022	295.00
212200969	Michaelson, Christopher	Reimbursement	5/11/2022	295.00
23104	Mn Clay Usa - Midwest	CMS - Art Classroom Supplies	5/3/2022	292.98
23250	Professional Interpreting	Professional Interpreting	5/10/2022	292.80
23518	Professional Interpreting	Professional Interpreting	5/24/2022	292.00
711966	Allegra Print & Imaging	Baseball & Softball Posters	5/5/2022	289.12
23076	Hennepin County	Radio Fee	5/3/2022	283.14
23510	Hennepin County Treasurer	WPS - Radoi Fee	5/24/2022	283.14
23503	Allina Health	Physical Ability Testing	5/24/2022	280.00
23231	Mn Assn Of Secondary School Principals	Summer Conference	5/10/2022	275.00
212201005	Klein, Jeri	Reimbursement	5/18/2022	266.76
23258	Salita, Wendy	Prof Services	5/10/2022	264.00
23429	Wildlife Science Ctr	Program	5/17/2022	262.50
23215	House Of Note	Orchestra Classroom Supplies	5/10/2022	262.35
23046	Citi-Cargo & Storage	CMS - Dome Storage	5/3/2022	261.00
23037	Breadsmith	Hs - Bread Products	5/3/2022	260.48
23458	Breadsmith	Hs - Bread Products	5/20/2022	260.48
23365	Language Line Services	Prof Services	5/17/2022	250.19
712023	Hubert Co	Serving Supplies	5/19/2022	249.64
712019	Bsn Sports	Lettering On Softball Apparel	5/19/2022	248.04
23464	Custom Apparel	Supplies	5/20/2022	247.20
23079	Highway 55 Rental & Sales Inc	Dome Down	5/3/2022	241.58
23465	Eagan High School Debate	Debate	5/20/2022	240.00
23514	Larson Co, J. H.	KI - Lights	5/24/2022	238.80
23446	Avant Assessment LLC	Stamp Testing	5/20/2022	234.00
23419	Usi Education & Government Sales	Special Ed Supplies	5/17/2022	233.09
23469	Enabling Devices	Sped - Supplies	5/20/2022	227.90
212200994	Fischer, Catherine	Reimbursement	5/18/2022	225.41
23251	Ramada Hotel And Conference Center	WHS - Speech Team	5/10/2022	225.00
23273	Teacher'S Discovery	CMS, Spanish Department Classroom	5/10/2022	224.33
23393	Red Note Botanica LLC	Prof Services	5/17/2022	220.00
23455	The Blake School	Debate	5/20/2022	220.00
23219	Kaplan Early Learning Co	Wk OW Supplies 2022 April	5/10/2022	213.78
23181	Brown'S Ice Cream Co	WPS - Ice Cream Products	5/10/2022	213.25
23492	Larson, Trae	Prof Services	5/20/2022	210.00

Check No.	Vendor	Description	Date	Amount
23136	Toll Gas & Welding Supply	CSF - Stock	5/3/2022	207.72
212201029	Windsor, Cynthia	Reimbursement	5/18/2022	207.50
23041	Campbell, Benton	Official	5/3/2022	199.00
23068	Frantz, Wendy	Official	5/3/2022	199.00
711976	Pepper & Son Inc., J. W.	CMS - Band Orchestra Classroom Supplies	5/5/2022	198.00
23543	Earl F Andersen Inc	WHS - Signs	5/31/2022	195.10
23468	Edina High School	Debate	5/20/2022	195.00
23080	Hill Co, Robert B.	WPS - Salt	5/3/2022	194.55
23428	Wayzata Results, Inc	CMS - Athletic Meet Related Purchase	5/17/2022	191.00
23262	Smartfix LLC	Prof Services	5/10/2022	189.00
23372	Mcmaster-Carr	Super Mileage Teams	5/17/2022	188.49
23185	Centerpoint Energy	Monthly Services	5/10/2022	187.67
212200968	Mcnally, Erin	Reimbursement	5/11/2022	186.43
711986	Treetop Publishing	Bare Books For Kdgtn	5/5/2022	185.63
23057	Dalco Enterprises Inc	WPS - Repair Parts	5/3/2022	182.57
23356	Ingram Library Services	Books	5/17/2022	180.62
23150	Waste Management Of Wi	Dist Use Parking Lot Refuse	5/3/2022	179.42
23316	Bruegger'S Enterprises Inc	Hs - Bread Products	5/17/2022	176.36
212200942	Boomer, Maria	Reimbursement	5/11/2022	175.00
212200964	Knueppel, Hillary	Reimbursement	5/11/2022	175.00
23276	Tobii Dynavox LLC	Special Ed Supplies	5/10/2022	173.70
712031	School Specialty, LLC	Sped - Stacy Bobek - Wels	5/19/2022	171.30
712020	Carolina Biological Supply Co	WHS - Forensics Lab Supplies	5/19/2022	170.57
23140	Unlimited Supplies	CSF - Stock	5/3/2022	169.50
23378	Murtha, William	Official	5/17/2022	166.00
23332	Cub Foods	Special Ed Supplies	5/17/2022	165.93
23288	Florida State Disbursement Unit	Payroll Accrual	5/11/2022	165.30
23524	Florida State Disbursement Unit	Payroll Accrual	5/31/2022	165.30
23490	Lakeville North High School	Debate	5/20/2022	165.00
23211	Hardware Distributors, Ltd	Woods Tech Ed	5/10/2022	164.15
23482	Ingram Library Services	Books	5/20/2022	163.46
212200948	Ellingson, Joel	Reimbursement	5/11/2022	162.26
23470	Fastsigns	Banner	5/20/2022	161.19
212200974	Pelatowski, Heather	Reimbursement	5/11/2022	160.86
711971	General Parts LLC	General Parts Repair	5/5/2022	160.12
23128	Stoffel, Michael	Athletic Refund	5/3/2022	160.00
23173	Bechly, Suzette	Culinary Refund	5/10/2022	159.25
23207	Graybar Electric Co	Cat 5 Jacks	5/10/2022	158.50
23371	Mcelfresh, Heidi	Non Public Reimburse	5/17/2022	158.26
212200996	Hendrickson, Tammy	Reimbursement	5/18/2022	156.78
712010	Pepper & Son Inc., J. W.	CMS - Band Orchestra Classroom Supplies	5/12/2022	153.99
23066	Forest Lake High School	Golf Invite Boys	5/3/2022	150.00
23067	Forest Lake High School	Golf Invite Boys	5/3/2022	150.00
23074	Guetter, Lindsey	Prof Services	5/3/2022	150.00
23345	Hensel, Signe	Official	5/17/2022	150.00
23398	Rushfeldt, Ann	Official	5/17/2022	150.00
23472	Fischer, Tom	Official	5/20/2022	150.00
23489	Kurpiers, Reyne	Official	5/20/2022	150.00
212200991	Bird, Hallie	Reimbursement	5/18/2022	149.99
212200958	Hough, Deborah	Reimbursement	5/11/2022	149.95
23523	Xerox Financial Services	Wc C7025T2 Copier Lease	5/24/2022	144.00
23321	Carrera, Edgar	Culinary Refund	5/17/2022	142.00
23065	Eliason, Thomas	Official	5/3/2022	141.00
23095	Larson, Christopher	Official	5/3/2022	141.00
23134	Thayer, Charles	Official	5/3/2022	141.00
23221	Kilen, Kip	Official	5/10/2022	141.00
23225	Macgillis, James	Official	5/10/2022	141.00
23363	Labonne, Joseph	Official	5/17/2022	141.00
23491	Larscheid, Jacob	Official	5/20/2022	141.00
23162	Allina Health System	Health Services	5/10/2022	140.00
23413	Timm, Ronald	Prof Services	5/17/2022	139.20
212200943	Bovee, Naomi	Reimbursement	5/11/2022	135.74
712030	Schmitt Music Co	Supplies	5/19/2022	134.75
212201019	Sobota-Paxton, Lauren	Reimbursement	5/18/2022	134.41
23467	Eden Prairie High School	Debate	5/20/2022	132.00
23536	Arbor Scientific	WHS - Physics Supplies	5/31/2022	130.99
23103	Mn Childrens Museum	Field Trip Deposit	5/3/2022	130.00
212200954	Gengler, Scott	Reimbursement	5/11/2022	126.50
711980	Shred-N-Go	Shredding Service	5/5/2022	125.00
212200987	Watkins, Cary	Reimbursement	5/11/2022	124.98
23333	Day, Jeanne	Culinary Refund	5/17/2022	121.55
711979	Schmitt Music Co	Pto Grant-Musical Instruments	5/5/2022	121.50
212200940	Anderson, Juli	Reimbursement	5/11/2022	120.00
23382	Ogren, Kirk	Culinary Refund	5/17/2022	118.15
23502	Acme Tools - Plymouth	CSF - Shop Supplies	5/24/2022	116.95
212200946	Draskovich, David	Reimbursement	5/11/2022	116.77
711990	Xerox Corporation	WPS Copier Lease & Maintenance	5/5/2022	116.75

Check No.	Vendor	Description	Date	Amount
23315	Breadsmith	Hs - Bread Products	5/17/2022	113.96
23078	High North Inc	Prof Services	5/3/2022	110.00
23090	Inpro Corp	PC - W/O#37014	5/3/2022	108.59
23226	Makerbot Industries LLC	White Filament For 3D Printers	5/10/2022	107.50
711970	Follett School Solutions Inc	CMS - Media Center Student Resources	5/5/2022	106.71
212201021	Sonstegard, Laurie	Reimbursement	5/18/2022	106.39
212200993	Eugene, Samara	Reimbursement	5/18/2022	105.30
212201008	Lentz, Christine	Reimbursement	5/18/2022	105.00
212200955	Haring, Karen	Reimbursement	5/11/2022	104.95
212201009	Maki, Amy	Reimbursement	5/18/2022	102.73
212200961	Kidd, Madison	Reimbursement	5/11/2022	102.50
23307	Bach, Lawrence	Culinary Refund	5/17/2022	101.35
23462	Cramer, Kimberly	Prof Services	5/20/2022	100.00
23466	East Ridge Hs Debate Booster Club	Debate	5/20/2022	100.00
23343	Hamel Building Ctr	Supplies	5/17/2022	98.97
23028	Awards Direct - Direct Impressions	Competition Name Plates	5/3/2022	98.50
212200999	Hogan-Naraji, Nicole	Reimbursement	5/18/2022	97.81
23018	Allina Health System	Health Services	5/3/2022	95.00
23293	Abamath LLC	Prof Services	5/17/2022	95.00
212201012	Nelson, Zachary	Reimbursement	5/18/2022	94.12
23310	Becker, Debra	Culinary Refund	5/17/2022	93.10
212200979	Ryynanen, Michelle	Reimbursement	5/11/2022	92.00
712006	Karlsburger Foods, Inc	CSF - Groceries	5/12/2022	91.80
212200989	Allen, Stephanie	Reimbursement	5/18/2022	91.61
212200953	Froehling, Benjamin	Reimbursement	5/11/2022	90.15
23529	Acme Tools - Plymouth	CSF - Shop Supplies	5/31/2022	88.98
212200952	Flansburg, Nathan	Reimbursement	5/11/2022	87.11
23188	Citi-Cargo & Storage	CMS - Dome Storage	5/10/2022	87.00
23125	Sherwin-Williams	Dab Paint Gr Office	5/3/2022	85.09
23052	Coon, Paul	Official	5/3/2022	83.00
23053	Corbett, Charles	Official	5/3/2022	83.00
23058	Danner, Noah	Official	5/3/2022	83.00
23060	Durbin, Jay	Official	5/3/2022	83.00
23063	Edwards, Nicholas	Official	5/3/2022	83.00
23071	Garrett, Scott	Official	5/3/2022	83.00
23127	Steinberg, Daniel	Official	5/3/2022	83.00
23135	Thompson, Jason	Official	5/3/2022	83.00
23246	Paulson, Michael	Official	5/10/2022	83.00
23265	Stengel, Randal	Official	5/10/2022	83.00
23334	Demorett, Tristan	Official	5/17/2022	83.00
23336	Duda, Daniel	Official	5/17/2022	83.00
23361	Kuphal, Brent M	Official	5/17/2022	83.00
23364	Lancette, Anthony Jr	Official	5/17/2022	83.00
23389	Pogatchnik, Dean	Official	5/17/2022	83.00
23396	Rivera, David	Official	5/17/2022	83.00
23415	Traen, Todd	Official	5/17/2022	83.00
23449	Bellefy, Ryan	Official	5/20/2022	83.00
23274	Therapro	Special Ed Supplies	5/10/2022	82.85
212200962	Kim, Agnes	Reimbursement	5/11/2022	79.30
212201016	Ryberg, Audrey	Reimbursement	5/18/2022	75.71
23206	Georgakopoulos, Tess	Prof Services	5/10/2022	75.00
23247	Pekarna, Marty	Official	5/10/2022	75.00
23320	Carlson, Jack	Official	5/17/2022	75.00
23358	Kastens, Joe	Official	5/17/2022	75.00
23362	Kuske, Mark	Official	5/17/2022	75.00
23376	Moshier, Lenny	Official	5/17/2022	75.00
23386	Pekarna, Marty	Official	5/17/2022	75.00
23387	Plaman, Brad	Official	5/17/2022	75.00
23480	Heifort, Michael	Official	5/20/2022	75.00
23042	Capital One Trade Credit	CSF - Uniforms	5/3/2022	72.99
212201025	Sykes, Scott	Reimbursement	5/18/2022	70.75
23339	Elser, Karen	Official	5/17/2022	70.00
23360	Kuboushek, Keri	Official	5/17/2022	70.00
23421	Velsor, Amy	Official	5/17/2022	70.00
23477	Gust, Linda	Official	5/20/2022	70.00
23478	Hammer, Ashley	Official	5/20/2022	70.00
23366	Layne, Robert	Culinary Refund	5/17/2022	68.95
23513	Johnstone Supply	WMS - Freezer Repair	5/24/2022	67.98
212201018	Schultz, David	Reimbursement	5/18/2022	67.36
212200966	Leland, Toni	Reimbursement	5/11/2022	66.75
212200963	Kittelton, Rebecca	Reimbursement	5/11/2022	66.34
212201002	Johnson, Jeri	Reimbursement	5/18/2022	64.35
23015	Acme Tools - Plymouth	CSF - Shop Supplies	5/3/2022	63.95
212201015	Rohweder, Matthew	Reimbursement	5/18/2022	63.41
212201026	Tillotson, Adam	Reimbursement	5/18/2022	63.34
212200985	Stodolka, Paulette	Reimbursement	5/11/2022	63.01
23400	Seglem, Scott	Official	5/17/2022	63.00

Check No.	Vendor	Description	Date	Amount
212200941	Badger, Brenda	Reimbursement	5/11/2022	62.64
23496	Mdta- Mn Debate Teachers Assn	Debate	5/20/2022	62.50
23517	Premium Waters Inc	Water Service	5/24/2022	62.00
23507	Dalco Enterprises Inc	WPS - Repair Parts	5/24/2022	61.20
23461	Chandramouleeswaran, Aditya	Transportation	5/20/2022	60.18
23500	Nordstrom, Maddie	Parking Refund	5/20/2022	60.00
23542	Cub Foods	Special Ed Supplies	5/31/2022	59.71
23097	Luck'S Music Library	WHS - Orchestra Music	5/3/2022	58.30
23308	Ball, Mary Jo	Culinary Refund	5/17/2022	58.00
212200950	Eugene, Samara	Reimbursement	5/11/2022	57.92
23331	Center For The Collaborative Classroom	Wall Cards	5/17/2022	57.00
212200986	Thao, Jonpa	Reimbursement	5/11/2022	56.69
711991	Ancom Communications	Antennea For Walkies	5/12/2022	56.04
212200949	Erickson, Mark	Reimbursement	5/11/2022	55.69
23411	Thein, Chris	Supplies	5/17/2022	55.64
212201006	Kosin, Susan	Reimbursement	5/18/2022	51.84
711993	Demco, Inc.	CMS - Media Center Supplies	5/12/2022	51.80
212200957	Hodena, Melissa	Reimbursement	5/11/2022	51.42
23426	Ward'S Science	WHS - Scientific Biomed Supplies	5/17/2022	50.18
212200965	Kvam, Jessica	Reimbursement	5/11/2022	50.02
23295	Afremov, Lorie	Culinary Refund	5/17/2022	48.65
212200959	Huynh, Mai	Reimbursement	5/11/2022	48.38
212201030	Zenzen, Heather	Reimbursement	5/18/2022	46.98
212200990	Barr, Danielle	Reimbursement	5/18/2022	46.51
23346	Herbeck, John	Culinary Refund	5/17/2022	45.15
212200982	Seeland, Elizabeth	Reimbursement	5/11/2022	45.05
212200944	Brisley, Andrew	Reimbursement	5/11/2022	44.69
23233	Mn Historical Society	Field Trip	5/10/2022	43.23
212200976	Roden, Kathy	Reimbursement	5/11/2022	42.85
212201020	Somers, Cathy	Reimbursement	5/18/2022	39.41
212200951	Evans, Melanie	Reimbursement	5/11/2022	38.61
23383	Ojeda, Debbie	Culinary Refund	5/17/2022	38.50
212200960	Jirele, Jessica	Reimbursement	5/11/2022	37.73
212200978	Ruchti, Steven	Reimbursement	5/11/2022	36.86
23232	Mn Clay Usa - Midwest	Art Clay	5/10/2022	36.00
212200967	Martinson, Kaja	Reimbursement	5/11/2022	34.40
711996	Heinemann	OW- Book S Deneui	5/12/2022	34.00
23114	Pirtek Plymouth	CSF - Smith Co Sweeper Parts	5/3/2022	33.88
23463	Cub Foods	Special Ed Supplies	5/20/2022	32.73
212201007	Laden, Amanda	Reimbursement	5/18/2022	31.54
212200997	Henry, Angela	Reimbursement	5/18/2022	31.38
212200956	Hidani, Julie	Reimbursement	5/11/2022	30.90
23509	Gopher Ace	GW - Baseball Field/CSF - Stock	5/24/2022	30.57
23277	Transportation Plus Inc	Transportation	5/10/2022	30.00
212200971	Naumchik, Robert	Reimbursement	5/11/2022	30.00
212201013	Noonan, Timothy	Reimbursement	5/18/2022	30.00
212200972	Nelson, Kristopher	Reimbursement	5/11/2022	29.69
212200973	Nickel, Karen	Reimbursement	5/11/2022	29.37
23425	Vogel, William	Culinary Refund	5/17/2022	28.35
23148	Vanderlan, Kira	Supplies	5/3/2022	27.74
23328	Corbett, Laura	Culinary Refund	5/17/2022	27.50
23014	A-1 Outdoor Power Inc	CSF - Shop Stock	5/3/2022	26.97
711992	Commercial Kitchen Services	OW - Equipment Repairs	5/12/2022	26.96
212201027	Turunen, Anne	Reimbursement	5/18/2022	26.53
212201017	Sandall, Peter	Reimbursement	5/18/2022	25.01
23133	Teacher Synergy, LLC	Special Ed Supplies	5/3/2022	24.48
23109	O'Mahony, Therese	Culinary Refund	5/3/2022	23.10
212200983	Sour, Lydia	Reimbursement	5/11/2022	22.46
23314	Brantner, Kristen	Culinary Refund	5/17/2022	22.40
212200988	Willar, Dawn	Reimbursement	5/11/2022	21.27
212200984	Steinhoff, Lauren	Reimbursement	5/11/2022	21.12
23055	Cub Foods	Special Ed Supplies	5/3/2022	20.75
23319	Buretta, Josh	Culinary Refund	5/17/2022	18.45
23123	School Nutrition Association	Certification Fee	5/3/2022	18.00
212200938	Althoff, Adam	Reimbursement	5/11/2022	17.90
212200945	Campbell-Klett, Lauren	Reimbursement	5/11/2022	17.17
212200980	Sagedahl, Michelle	Reimbursement	5/11/2022	17.00
212201023	Stoesz, Jesaca	Reimbursement	5/18/2022	17.00
212200977	Ruchti, Julie	Reimbursement	5/11/2022	16.50
212200947	Eberhardt, James	Reimbursement	5/11/2022	15.59
23511	Ingram Library Services	Books	5/24/2022	15.35
212200992	Dovolis, Rebecca	Reimbursement	5/18/2022	12.29
23367	Loegering, Audrey	Culinary Refund	5/17/2022	12.20
212201011	Mosier, Mandy	Reimbursement	5/18/2022	12.00
23027	Avant Assessment LLC	Test Retake	5/3/2022	10.00
23499	Mri Software LLC	Prof Services	5/20/2022	10.00
23126	Sps Co	NW W/O#37331	5/3/2022	8.34

Check No.	Vendor	Description	Date	Amount
23072	Gopher Ace	CSF Shop Stock	5/3/2022	7.57
23456	Blick Art Materials	Art Supplies	5/20/2022	5.57
23537	Avant Assessment LLC	Stamp Testing	5/31/2022	5.00
23401	Sfm Mutual Insurance Co	Sfm Work Comp Claims	5/17/2022	4.78
23193	City Of St Louis Park	Issue & Void	5/18/2022	-
23218	Joseph E Johnson & Sons Construction	Issue & Void	5/12/2022	-
212200937	Gehrz, Michelle	Issue & Void	5/3/2022	-
17426	O'Mahony, Therese	Void	4/28/2022	(23.10)
17035	Ball, Gary	Void	5/12/2022	(58.00)
16088	Nordstrom, Maddie	Void	5/18/2022	(60.00)
19865	Breakout Inc	Void	5/9/2022	(278.00)
22882	Eden Prairie High School	Void	5/12/2022	(300.00)
21404	Vanderlan, Kira	Void	5/31/2022	(353.92)
23006	White Bear Lake High School	Void	5/16/2022	(480.00)
23004	West Music Co	Void	5/12/2022	(510.19)
711962	Trio Supply Co	Void	4/29/2022	(20,136.57)

**Total Value of Checks Issued** \$ 2,956,446.68

# 2021-22 School Year Wire, EFT, & ACH Activity

For the Month ended April 30, 2022



Excellence. For each and every student.

From	To	Description	Date	Amount
US Bank - Checking	US Bank - Payroll	District Payroll	Multiple	\$ 5,778,721.24
US Bank - Checking	Internal Revenue Service	Federal Payroll Taxes	4/1/2022	1,112,580.79
US Bank - Checking	Internal Revenue Service	Federal Payroll Taxes	4/18/2022	1,114,249.82
US Bank - Checking	Minnesota Department of Revenue	State Payroll Taxes	4/1/2022	186,951.91
US Bank - Checking	Minnesota Department of Revenue	State Payroll Taxes	4/18/2022	186,380.96
US Bank - Checking	Delta Dental	Dental Claims	Multiple	104,594.95
US Bank - Checking	Preferred One	Health Claims	Multiple	1,699,462.88
US Bank - Checking	Wells Fargo Commercial Card	Purchase Card Program	4/5/2022	87,340.11
US Bank - Checking	Further	Flex Benefits	Multiple	224,783.10
US Bank - Checking	Preferred One	Broker/Reinsurance Fees	4/14/2022	142,709.32
US Bank - Checking	Payroll Vendors (TRA, EBC, MSRS, etc.)	Electronic Payments	Multiple	828,251.98
US Bank - Checking	District Employees	Expense Reimbursements	Multiple	28,966.79
US Bank - Checking	Commerce Bank	Electronic Accounts Payable	Multiple	263,293.04
US Bank - Checking	Minnesota Department of Revenue	Sales & Use Tax Payment	4/18/2022	538.00
US Bank - Checking	Edutrack, Alerus, Eleyo, RevTrack	Electronic Payment Fees	Multiple	40,307.88
US Bank - Checking	Minnesota School District Liquid Asset Fund	Service Fee	4/14/2022	466.36
<b>Total Wires, EFTs, and ACHs</b>				<b>\$ 11,799,599.13</b>











**BOARD OF EDUCATION**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Human Resource Recommendations

**COMMENTS BY:** Stacie Vos, Executive Director, Human Resources

**Approve the Revised School Calendar for the 2021-22 School Year**

The Minnesota Department of Education recommends that school boards adopt a final calendar that reflects the actual days school was in session. The revised calendar reflects that the District is in compliance with the required number of school days and instructional hours as established by state law. Please see the attached calendar for the 2021-22 school year.

Actual days in session during the 2021-22 school year were as follows:

Gr K – 5 = 168

Gr 6 – 8 = 172

Gr 9 – 11 = 172

Gr 12 = 167

Teachers = 184

**Recommended Action:** Approve the revised school year calendar as presented.

2021 - 2022 Calendar

FINAL

July					August					September				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2								1	2	3
												Teacher Workshop		
5	6	7	8	9	9	10	11	12	13	6	7	8	9	10
July 4 Holiday										Labor Day	School Not in Session K-12	School Starts K-12		
12	13	14	15	16	16	17	18	19	20	13	14	15	16	17
19	20	21	22	23	23	24	25	26	27	20	21	22	23	24
					New Teacher Workshop			New Teacher Workshop		27	28	29	30	
26	27	28	29	30	Teacher Workshop									
October					November					December				
				1	1	2	3	4	5			1	2	3
4	5	6	7	8	8	9	10	11	12	6	7	8	9	10
								No Students K-5	No Students K-12					
								K-5 PD Day	6-12 GR/PD Day					
							K-5 End of Qtr 1	6-12 End of Qtr 1	K-5 Planning Day					
11	12	13	14	15	15	16	17	18	19	13	14	15	16	17
					K-12 Qtr 2 Starts									
18	19	20	21	22	22	23	24	25	26	20	21	22	23	24
		No Students K-12						Thanksgiving	Holiday					Holiday
	K-8 PT Conf - Evening	K-8 PT Conf	Teacher Convention				K-12 Comp Day							
25	26	27	28	29	29	30				27	28	29	30	31
		9-12 Comp Day									Winter Break			
January					February					March				
3	4	5	6	7		1	2	3	4		1	2	3	4
School Resumes														
10	11	12	13	14	7	8	9	10	11	7	8	9	10	11
														K-12 Asynchronous Learning Day
17	18	19	20	21	14	15	16	17	18	14	15	16	17	18
MLK Holiday								No Students K-12						
								K-5 Planning Day	K-8 PT Conf					
								K-8 PT Conf Evening	9-12 Comp Day					
24	25	26	27	28	21	22	23	24	25	21	22	23	24	25
					K-12 Early Release	K-12 Asynchronous Learning Day								
					K-12 End of Qtr 2									
					K-12 Grading	K-12 PD Day								
31					28					28	29	30	31	
K-12 Qtr 3 Starts												No Students K-12		
												K-5 PD		
												6-12 GR/PD Day		
												End of Qtr 3 K-12		
April					May					June				
				1	2	3	4	5	6			1	2	3
				No Students K-12									Last Day Seniors	Graduation
				K-12 Comp Day										
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
Spring Break														
No Students K-5														
K-5 Planning Day														
6-12 Qtr 4 Starts	K-5 Qtr 4 Starts													
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24
25	26	27	28	29	30	31				27	28	29	30	
					Memorial Day									

District Offices Closed: September 6; November 25 and 26; December 24 and 25; January 1, January 17; February 21; May 30

SUMMARY	Term 1	Term 2	Term 3	Term 4	Total	CALENDAR KEY	
GR K - 5	43	44	40	41	168	Holiday - District Closed	
GR 6 - 8	44	44	41	43	172	No Students	
Gr 9 - 11	44	44	41	43	172	Teacher Comp Day - No School	
Gr 12	44	44	41	38	167	Teacher Non-Student Work Day	
Teachers	46	46	44	44	180	End of Quarter Day	

4 Fall Workshop = 184



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION** Approval of Agenda and Consent Agenda Items

**ITEM:** MN State High School League Membership Renewal

**COMMENTS BY:** Chace B. Anderson, Superintendent

Minnesota Statutes, Section 128C.01, requires individual School Boards each year to authorize membership in the Minnesota State High School League. The Resolution for Membership affirms (1) that the Board of Education delegates the control, supervision, and regulation of League-sponsored athletic and fine arts activities to the Minnesota State High School League; (2) that the Board of Education adopts the Constitution, Bylaws and Rules and Regulations of the League; and (3) that the administration for and the responsibility for supervising the activities are assigned to the official representative.

Jay Hesby is the appointed School Board representative to the Minnesota State High School League for 2022, and Meghan Potter, Activities and Athletic Director, is the Wayzata High School representative. The enclosed resolution provides for the appropriate School Board action.

**Recommended Action:** Approve the Resolution for Membership in the Minnesota State High School League for the 2022-2023 School Year.

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_ **30** \_\_\_\_\_



**2022-2023 RESOLUTION FOR MEMBERSHIP  
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

**RESOLVED**, that the Governing Board of Wayzata High School, County of Hennepin, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (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 high schools listed below (name all high schools under your governing board):

Wayzata \_\_\_\_\_  
\_\_\_\_\_

(If more than four high schools, attach an additional list)

is/are authorized by this, the Governing Board of said school district or school to:

1. \_\_\_\_\_ Make new application for membership in the Minnesota State High School League; School Enrollment (grades 9-12): \_\_\_\_\_

OR;

- Renew its membership in the Minnesota State High School League; and,

2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

**FURTHER RESOLVED**, that this Governing Board hereby adopts the Constitution, Bylaws, 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 that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

***Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.***

***Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.***

The above Resolution was adopted by the Governing Board of this school 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.

Signed: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Signed: \_\_\_\_\_  
(Superintendent or Head of School)

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

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

District/School Office Address: \_\_\_\_\_  
\_\_\_\_\_

Head of School/Superintendent's Phone: \_\_\_\_\_

Head of School/Superintendent's Email: \_\_\_\_\_

## 2022-2023 RESOLUTION FOR MEMBERSHIP

This information on page must be entered electronically on the MSHSL Resolution for Membership 2022-2023 Form on the League website once for each high school under your governing board.

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, such as district meetings, region meetings, and mail ballots.

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.

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

- Designated School Board Member
- Designated School Representative

### 208.02 ACTIVITY REPRESENTATIVES

- Boys Sports
- Girls Sports
- Speech
- Music

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

- Board Member
- Student
- Parent
- Faculty Member

### MAILING REPRESENTATIVE

By signature on the first page, I have verified that all required representatives above have been entered electronically on the MSHSL Resolution for Membership 2022-2023 Form.



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Recognitions

**ITEM:** 2022 Minnesota Scholastic Art Awards

**COMMENTS BY:** Chace B. Anderson, Superintendent

Congratulations to the 28 WHS students who won a total of 42 Scholastic Art Awards! This includes 1 national Silver Medal, 9 Gold Keys, 11 Silver Keys, and 21 Honorable Mentions in the 2022 Minnesota Scholastic Art Awards. All Gold Key recipients' work is automatically entered into national judging in New York City for the chance at winning a gold or silver medal as well as scholarships. An award ceremony for national medalists will be held at Carnegie Hall in May. LeaAnne Jasper, WHS Art Teacher, oversaw this event.

Over the past 96 years, the Scholastic Art Awards have honored the artistic vision of students across the nation. Wayzata Public Schools has a distinguished tradition of students who create and submit their artwork to the program.

The Scholastic Art Awards are designed to foster creative expression by secondary students and to recognize and encourage achievement in the creative arts by offering visibility and scholarships. The awards represent work from a broad range of art disciplines including animation, drawing, design, digital art, painting, crafts, sculpture, and photography.

2022 Minnesota Scholastic Art Award Gold Key Winners:

- Kylee Decker
- Lindsay Oh
- Gray Paulsen
- Scott Julian
- Eden Nisam
- Abigail Hwang

2022 National Silver Medalist (National Medalists are eligible for scholarships of up to \$10,000):

- Kylee Decker

2022 Silver Key & Honorable Mention (students not previous listed above but were also invited to be recognized):

Jamaya Breauxsaus-Ollie, Alice Cho, Sarah Cushman, Elsa Gilbertson, Omar Madkour, Charlotte Moore, Carly Peters, Peter Scherschligt, Davis Sussner, Theodora Tarley, Elizabeth Walter, Sophia Warolin, Samika Maradana, Pema Dolkar, Scott Julian, Aninika Schon, Elizabeth Walter, Sophia Warolin, Lilly Anderson, Alice Cho, Nadav Havelio, and Diane Meyer



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Recognitions

**ITEM:** Employee of the Month

**COMMENTS BY:** Chace B. Anderson, Superintendent

**WPS Employee of the Month - May 2022**

**Lori Carlson & Kari Feia (Care EE -Fay Ah)  
North Woods Health Services Team**

North Woods Elementary School is proud to nominate Lori Carlson and Kari Feia as the May, 2022 Wayzata Schools Employees of the Month. Lori and Kari have done an amazing job serving as the Health Services team at North Woods since the school opened in 2019.

Throughout the years this team has served students, staff members, and parents with professionalism, grace and humor. All members of our school community have benefited from having Lori and Kari at North Woods. They have consistently served as a thoughtful resource for a wide variety of medical questions and concerns.

While many aspects of the pandemic have been challenging, Lori and Kari have facilitated a sense of optimism and calmness in the Health Office. Their attitude and compassion contribute to the positive climate at North Woods. Students, staff and parents feel comfortable reaching out to Lori and Kari with their questions and concerns.

Most importantly, Lori and Kari work together as a collaborative team. They regularly consult on procedures and practices to deliver a healthy experience for the North Woods community. We are grateful for all their efforts.

Congratulations Lori and Kari! You both are so deserving of this award!



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION** Recognitions

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**ITEM** Employee of the Month

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**COMMENTS BY:** Chace B. Anderson, Superintendent

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**WPS Employee of the Month - June 2022**

**Kristin Nordstrom**  
**Wayzata High School Special Education Teacher**

Kristin Nordstrom is an asset to our Special Education Department. She provides high quality, student centered instruction and support for our students with social-emotional needs. The students she serves make tremendous gains each year. Kristin is a problem solver and continually collaborates with all staff to ensure students' needs are met. Her calm and caring demeanor allows her to build strong relationships with both students and staff, making her a highly effective teacher and colleague. We are fortunate to have her on our team at Wayzata High School!



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION** Recognitions

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**ITEM:** Employee of the Month

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**COMMENTS BY:** Chace B. Anderson, Superintendent

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**WPS Employee of the Month - June 2022**

**Deb Musser**

**Wayzata High School College and Career Center Coordinator**

Deb's creative bulletin boards and cheery smile are some of the first things that greet those entering the high school. Her attention to detail and organization allow her to coordinate and facilitate all college and post secondary program visits and college fairs for students to explore their futures. Additionally, she has a multitude of relationships within the Wayzata and greater community that assisted in the creation and implementation of the Career and Technical Education Showcase where students are exposed to career paths through technical, community, and specialty schools and programs. Deb also heads the Scholarship Committee where she collaborates with community members and businesses to organize scholarship opportunities for senior students and their post secondary plans. Deb is always open to new and creative ways to encourage students to explore possibilities for life beyond high school.



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Recognitions

**ITEM:** Retiree Recognitions

**COMMENTS BY:** Chace B. Anderson, Superintendent

Tonight we would like to recognize the following employees who announced their retirement in 2021-2022. We would like to thank them for their years of service to Wayzata Public Schools and wish them well in their future endeavors.

<u>Name</u>	<u>Position</u>	<u>Years of Service</u>
Michele Freng	Paraprofessional, West Middle	9 Years
Gerrene Foley	Administrative Professional, High School	9 Years
Donna Roehl	Administrative Professional, Kimberly Lane	20 Years
Kathy Simson	Gifted and Talented Teacher, East Middle	28 Years



**Board of Education**  
Regular Meeting - June 13, 2022

**AGENDA SECTION** Recognitions

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**ITEM:** Community Education Memorial Scholarship Gift

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**COMMENTS BY:** Jenni Ebert, Director of Community Ed

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Wayzata Public Schools would like to recognize the Scott & Holly Martin Family Foundation for the donation of a \$25,000 grant that enabled Wayzata Community Ed to develop the Drivers Ed Scholarship Fund.

Scott's brother, Gregg "Marty" Martin passed away last summer and this fund was developed in his memory. Marty was a teacher in the Shakopee School District and also taught drivers ed for more than 40 years.

Scott and Holly live in our district and were visiting with their neighbor, Beth Van Orsow, a teacher at Sunset Hill, about some ways in which they could honor their brother in our community.

Beth captured the drivers ed connection and recommended they contact Interfaith Outreach (IOCP), a partner with the school district in the Great Expectations initiative. Anchored by Interfaith Outreach and the Orono and Wayzata School Districts, Great Expectations helps ensure that every child in our community has access to educational opportunities—from cradle to career.

Because of this relationship, IOCP was able to facilitate a partnership with Wayzata Community Ed to offer this scholarship fund in memory of Marty. We know that the opportunity to earn a driver's license is a milestone for every high school student, and being able to provide the financial support to meet that milestone is important to many of our families.

Over 30 students have been the recipients of a drivers ed scholarship so far in 2022, and the students and their families have been overwhelmed with gratitude.

We'd like to thank Scott & Holly Martin for this generous gift for our students, and Kevin Ward for the partnership we have with IOCP. Working together as a community to support each and every student is a priority for our school district. We are grateful for our community members, IOCP and teachers like Beth who continually look for new ways to provide opportunities for families.



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Audience Opportunity to Address the Board

**ITEM:** Audience Opportunity to Address the Board

**COMMENTS BY:** Sarah Johansen, Board Chair

This section of the agenda provides an opportunity for members of the audience to address the School Board. Speakers will be allotted approximately three minutes.

**Please note** that this time is provided for citizens to address the Board; this is not an appropriate venue for a discussion or debate. If the speaker would like follow-up contact from the Board of Education, they may leave their contact information with the administrative assistant on the forms provided in the room.



**BOARD OF EDUCATION**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Finance and Operations Recommendations

**COMMENTS BY:** DeeDee Kahring, Executive Director, Finance and Operations

**Pupil Transportation Services Agreements**

Wayzata Public Schools solicited proposals for Transportation Services per MN statute 123B.52. The District published notice of the Request for Proposals in the Sun Sailor newspaper March 17, 2022, and March 24, 2022 publications. A mandatory informational meeting was held on March 29, 2022. Proposals were opened and read aloud on April 19, 2022, at 10:00 am.

The District received proposals from two bus contractors who currently provide services to the District, First Student and MainLine Transportation (MTI). Although the District received two proposals, First Student only submitted pricing for regular education transportation, and MTI only submitted pricing for Special Ed Services transportation.

<u>Type</u>	<u>Company</u>	<u>Base Year 2021-22</u>	<u>Year 1 2022-23</u>	<u>Percent Increase</u>	<u>Year 2 2022-23</u>	<u>Percent Increase</u>
Regular Education	First Student	\$ 6,077,588	\$ 6,898,113	13.5%	\$ 7,208,547	4.5%
Special Services	MTI	\$ 4,060,728	\$ 5,100,071	25.6%	\$ 5,639,473	10.6%
	<b>Total</b>	<b>\$ 10,138,315</b>	<b>\$ 11,998,183</b>	<b>18.3%</b>	<b>\$ 12,848,020</b>	<b>7.1%</b>

Increases are attributed to a tight labor market, school bus driver shortages and increases to the cost of fuel.

The terms of the agreements shall commence on August 1, 2022 and shall continue through July 31, 2024. The District may extend the contract for an additional two years.

**Recommended Action:** Approve the contracts for First Student and MainLine Transportation (MTI) for two years with an option to extend the contract for an additional two years.

Motion by: \_\_\_\_\_

**ROLL CALL**

Passed: \_\_\_\_\_

Second by: \_\_\_\_\_

Failed: \_\_\_\_\_

Abstentions: \_\_\_\_\_



## Board of Education Roll Call Vote

AGENDA ITEM: \_\_\_\_\_

	YES	NO	ABSTAIN	ABSENT
Cheryl Polzin	_____	_____	_____	_____
Milind Sohoni	_____	_____	_____	_____
Linda Cohen	_____	_____	_____	_____
Jay Hesby	_____	_____	_____	_____
Heidi Kader	_____	_____	_____	_____
Bonita Lucky	_____	_____	_____	_____
Sarah Johansen	_____	_____	_____	_____



DeeDee Kahring  
 Executive Director, Finance & Operations  
 210 County Road 101 N  
 P.O. Box 660  
 Wayzata, MN 55391

Wayzata Public Schools solicited proposals for Transportation Services per MN statute 123B.52. The district published notice of the Request for Proposal's in the Sun Sailor on March 17<sup>th</sup> 2022, and March 24<sup>th</sup> 2022 publications. A mandatory informational meeting was held on March 29<sup>th</sup> 2022. Proposals were opened and read aloud on April 19<sup>th</sup> 2022, at 10:00 am. The following are the results of the RFP.

The district received proposals from two bus contractors who are currently providing services to the district. First Student and MainLine Transportation. Even though the district received two proposals, First Student only submitted pricing for Regular Ed Transportation, and Mainline Transportation Submitted pricing for Special Ed Services only.

First Student has provided Regular Education Transportation services for the Wayzata School District for over 20 years. In 2014, First Student started submitting proposals for only the district's regular education transportation services.

In 2014 First Student started replacing its aging fleet of diesel buses with propane-fueled buses. Currently, only 5 buses are fueled by diesel. First Student's proposal includes continuing to operate Propane-fueled buses.

Figure 1 First Student Base Price for Regular Education

First Student - Base Pricing - Regular Ed				
Base Price	2021-22	Year 1	Year 2	Total Y1,Y2
4.5 hour route per day	396.64	450.19	470.45	
5 hour route per day	440.74	481.61	503.29	
Additional Cost per ¼ hour over 5 hours	15.71	15.71	16.42	
Votec/HTC	99.14	112.52	117.58	
Choice Routes	525.92	596.92	623.78	
Targeted Services	44.34	150.66	157.44	
Late Activity routes per day	132.74	150.66	157.44	
Regular Ed Summer School route per day	160.72	257.50	269.09	
*Does not include Field Trips or Summer School	6,077,587.64	6,898,112.66	7,208,547.34	14,106,660.00
		13.50%	4.50%	18.61%



MainLine Transportation (MTI) has provided Special Ed transportation for the district since 2014. They operate a fleet of Type A buses, Type 3 Buses, and one Type C bus. The majority of them are powered by Gasoline.

Figure 2 MainLine Transportation Updated Proposal 1

MainLine Transportation - Special Ed				
Description	2021-22	Year 1	Year 2	Total Y1,Y2
Type C/D vehicle 5.0 hour route per day	\$351.94	\$415.00	\$435.75	
Added Cost per ¼ hour - Type C/D vehicle	\$8.17	\$14.99	\$21.80	
Type A vehicle 5.0 hour route per day	\$338.84	\$415.00	\$435.75	
Added Cost per ¼ hour - Type A vehicle	\$8.17	\$14.99	\$21.80	
Type III vehicle 5.0 hour route per day	\$338.84	\$415.00	\$435.75	
Added Cost per ¼ hour - Type III vehicle	\$8.17	\$14.99	\$21.80	
Added Cost per day for Lift Bus	\$30.00	\$40.00	\$42.00	
Added Cost per live hour for Bus Aide	\$32.10	\$40.00	\$47.25	
	\$4,060,727.72	\$5,100,007.83	\$5,639,472.93	\$10,739,480.76
		25.59%	10.58%	38.88%

### Budgetary Impact

Transportation Totals	2021-22	Year 1	Year 2	Total Y1,Y2
First Student (Base Pricing)*	6,077,587.64	6,898,112.66	7,208,547.34	14,106,660.00
MTI (Updated Proposal 1)	4,060,727.72	5,100,007.83	5,639,472.93	10,739,480.76
	10,138,315.36	11,998,120.49	12,848,020.27	24,846,140.76
		18.34%	7.08%	26.73%

The Wayzata Public Schools Transportation budget for the 2021-22 School year totals \$11,256,934. Out of which, \$10,369,149 is earmarked for Contracted Pupil Transportation. This also includes contracted services from T-plus taxi services, CST Collaborative, and Non-Public Transportation Reimbursement, in which we spend around \$450,000 per year for incidental transportation.



The increase in rates reflects the tight labor market and the school bus driver shortage. Wages for school bus drivers continue to increase in response to the bus driver shortage. First Student has increased the school bus driver pay scale in 2022-23 to \$22.00-26.30 per hour. MTI is anticipating raising its top pay up to \$30.00 per hour.

The increase in rates is also reflective of the increased fuel rates. Diesel and Gasoline prices have doubled to \$5.30 and \$4.10 per gallon, and Propane prices have increased 44% to \$2.60 per gallon in the past two years.

Rich Enga  
Director of Transportation Analytics and Technology  
763-745-5195



Independent School District #284  
210 County RD 101 N  
PO Box 660  
Wayzata, MN 55391

PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minn. Stat. 123(b).52, subdivision 1 or 3, this agreement is made and entered into as of the 1st day of August 2022, by and between Independent School District #284, Wayzata, Hennepin County, Minnesota, hereinafter called “District” and First Student, Inc., hereinafter called “Contractor.”

WITNESSETH

WHEREAS, District has selected Contractor to provide the regular ed pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such regular ed pupil transportation service to the District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The term of this agreement shall commence August 1, 2022 and shall continue through July 31, 2024. In addition, the District at its sole discretion, may extend the contract for an additional two years. For Purposes of this Agreement, the term “Contract Year” shall mean each one year period commencing August 1 during the term of this Agreement. The School District shall have the right to terminate the contract effective with the beginning of the school year by giving ninety (90) days written notice

2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District’s needs for regular ed pupil transportation, services Regular To and From, Choice is Yours, Votec, Late Activity, Targeted Services, and Midday Regular Ed, Regular Ed Summer School, and school bus extra-curricular, athletic trips, activity and field trips as described in the **Bus Transportation Specifications and Conditions, see Exhibit B**, which is incorporated by reference in this Agreement.

### 3. 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 set forth in **Exhibit A** attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

Regular To and From, Choice is Yours, Votec, Late Activity, Targeted Services, and Midday Regular Ed, Regular Ed Summer School, and school bus extra-curricular, athletic trips, activity and field trips

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in **Exhibit A** attached hereto no later than 30 calendar days after the receipt of invoice.

#### Supplemental Transportation

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in **Exhibit A** attached hereto for the service categories – all other school transportation services, extra-curricular and athletic trips, and activity and field trips. After verification of the statement, District shall pay the amount due to Contractor within 30 days of receipt of invoice.

### 4. FUEL COST ADJUSTMENT

Contractor shall furnish all fuel to be used in its performance of this agreement with copies of invoices to be provided to the district monthly. If fuel prices fluctuate during the term of this contract, the school district and/or contractor have the right to impose the fuel clause described below.

#### Fuel Clause

The School District agrees to pay for diesel fuel expenses in excess of \$6.00 per gallon. The contractor must reimburse the District for fuel purchased at less than \$2.50 per gallon.

The School District agrees to pay for Propane fuel expenses in excess of \$3.50 per gallon. The contractor must reimburse the District for fuel purchased at less than \$1.50 per gallon.

The School District agrees to pay for Gasoline fuel expenses in excess of \$5.00 per gallon. The contractor must reimburse the District for fuel purchased at less than \$1.50 per gallon.

All costs are calculated by the average cost of fuel per gallon for the month minus transport costs, Minnesota petro cleanup costs, or federal tax. Detailed Invoices from the fuel provider will be submitted along with the transportation invoice. The total number of gallons used will be based on the round-trip mileage including live and terminal to terminal miles of all routes as determined, using the Tyler Tech VersaTrans RP routing system, divided by an average of 6 miles per gallon. If the contractor uses a terminal outside of the school district, the school district reserves the right

to use the Wayzata district center as the terminal location to establish round trip mileage for purposes of calculating the fuel used.

## 5. CONTRACTOR RESPONSIBILITIES

The Contractor shall annually provide the District with a “service plan for pupil transportation services”. Contractor shall work with District’s Administration or designee in planning services and otherwise implementing the Agreement. This service plan and required reports delivered to the District as described in **Bus Transportation Specifications and Conditions, Exhibit B**

District shall notify Contractor whenever changes are necessary in routes, stops, and schedules and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from District. The Contractor is encouraged to recommend changes in bus stops and routes that improve service, safety or efficiency. Contractor must receive prior approval before implementing any changes.

The Contractor shall support student school bus safety training at each school as required by the district.

## 6. RECORDS AND REPORTS

Contractor shall provide those reports and records as described in **Bus Transportation Specifications and Conditions, Exhibit B**, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor’s performance or for state and District reporting. Reports may include, but are not limited to:

- Crash Reports
- Student Discipline Reports
- Bus Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Monthly Bus Ridership Reports (load counts)
- Driver Qualification Reports

## 7. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the District. Contractor shall be responsible for, and hold district harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

## 8. INSURANCE

Contractor 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 Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

<b><u>Minimum limits of insurance shall be:</u></b>	<b><u>Per Person</u></b>	<b><u>Per Accident</u></b>
Bodily injury liability	\$1,000,000	\$4,000,000
Property Damage liability		\$100,000
Medical Payments	Statutory Coverage	
Worker's Compensation	Statutory Coverage	
Umbrella Liability	\$5,000,000	\$5,000,000

Contractor agrees to provide District a certificate of insurance evidencing such coverage and designating District as an additional insured. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to District.

#### 9. INDEMNIFICATION

Contractor shall hold District, its governing board, officers, employees, and agents harmless and does hereby indemnify 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 Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of 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 Contractor, its agents or employees.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

#### 11 CONTRACT SECURITY

Contractor may be required to furnish District with performance security in an amount of 100% of performance of Contractor's duties under this Agreement. Such contract security may be in the form of a performance bond or other security acceptable to District and Contractor. District reserves the right to waive the performance security.

## 12. FORCE MAJEURE

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

## 13. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

Monetary fines maybe assessed by the District to the Contractor for noncompliance to the terms of this contract and/or **Bus Transportation Specifications and Conditions, see Exhibit B**. All fines are per occurrence and will be subtracted from the monthly invoice.

Unreasonable and continuing violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract

Examples of Non-compliance but not limited to:

1. A fine of \$800 per day may be imposed on the Contractor for any of the following:

- allowing a driver to drive a route without the appropriate driver's license
- not running a route due to lack of drivers or equipment
- running a route with a vehicle that does not have a current inspection sticker
- running a route without an aide, if an aide is required by the District
- running a route without proper equipment as required by student's IEP
- Failure to notify the School District of accidents.

2. A fine of \$500 per day may be imposed on the Contractor for any of the following:

- running a route without the required equipment as outlined above
- running a route more than 15 minutes late unless due to a vehicle breakdown, poor weather, or an act of God
- allowing a driver to drive in the District who has been suspended from the District for cause
- transporting persons other than those assigned by District #284 without prior approval from the School District
- transporting non-school age children on any bus during route time

- drivers use of a personal cell phone at any time while the bus is in motion, or when students are on board
- smoking on a school bus contracted by the District
- GPS tracking device not functional

#### 14. INCLEMENT WEATHER / SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall attempt to notify Contractor prior to 5:45 AM. The Contractor is expected to assist the school district in observing weather and road conditions, and shall provide their advice and opinion as requested. Should the number of days transportation is required to decrease during the school year, as a result of weather conditions, strikes, gas shortages, school closing and emergencies, the base contract will be adjusted as specified in **Bus Transportation Specifications and Conditions, see Exhibit B.**

#### 15. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the District Emergency Plan. District may review and require changes or additions to plan.

#### 16. MANAGEMENT PERSONNEL

The contractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible for the provision of all services required in the District contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with the District Designee for purposes of service coordination. The District expects that the manager/supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform District of the name, and business address, e-mail address and cell phone number of such management personnel. The District reserves the right to interview and approve the Manager. The contractor agrees to the personnel staffing requirements described in the **Bus Transportation Specifications and Conditions, Exhibit B.**

#### 17. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. The Contractor will consistently conduct a proactive recruitment campaign and periodically update the District on these efforts. Contractor shall provide qualified drivers, trained and licensed in accordance with all applicable laws as well as the rules and regulations of District. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license authorizing such person to operate a school bus in the state of Minnesota.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which would limit the safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- g. Meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include training described in the **Bus Transportation Specifications and Conditions, Exhibit B.**

Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all District Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require

Contractor to remove from service under this agreement any employee who, at District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing.

## 18. EQUIPMENT

All school buses supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the school buses used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. District reserves the right to review maintenance records at any time during Agreement.

Buses supplied by the Contractor shall comply with vehicle requirements outlined in **Bus Transportation Specifications and Conditions, see Exhibit B** with the following exceptions.

Age of vehicle will be determined by date indicated on manufacturer's plate.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom District orders services, including an adequate number of spares.

Buses shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

Contractor shall provide access to their GPS system for both current and historical data to the school district and/or their designee.

Contractor shall assist the school district with parent notification system as required to help provide updated information to parents.

## INTERIOR MARKING

- a. All vehicles will display a poster of "Student Bus Behavior Rules"
- b. All vehicles will display a poster of "School Bus Danger Zone"

Contractor must provide contingency plan for vehicles that operate beyond range of two-way radio signal.

## 19. FACILITIES

The District is leasing the bus garage facility located at 15625 32<sup>nd</sup> Avenue North, Plymouth, MN 55447. Maintenance Facility Sublease Lot 1, Block 2, Playhouse Industrial Park, Hennepin County, Minnesota, (Property I.D. 2111822230004)

The contractor is expected to accept and sign the sublease agreement from the District, abide by all points of the sublease agreement, and be known as the “sublessee”, following a review of the lease with the contractor.

Further, all capital improvements under \$20,000 shall be paid solely by the sublessee (See Attachment #3 – Copy – Draft of Bus Facility Sublease).

1. “Net” – The District will pay rent for the garage and parking lot and property taxes and will charge the contractor \$1 for use of the garage. All other expenses are the responsibility of the contractor.

Contractor/sublessee shall at sublessee’s sole cost and expense, maintain a policy of commercial general liability and property damage insurance for the Property, in the amount of Two Million Dollars (\$2,000,000) combined single limit. Such insurance shall be placed with a company or companies qualified to do business in the state of Minnesota. (Please refer to Attachment #3 for specific details)

Contractor must equip facility with proper furniture, facsimile machine, maintenance equipment, and basic comforts for staff and employees.

Adequate phone lines, computers, printer, copier, internet access to be able to accommodate access to the districts routing system and video upload site, and a facsimile or scanner.

Contractor must provide a 24-hour answering service, or provide cell phone numbers of key staff members that can be reached 24 hours each day.

## 20. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor’s drivers are responsible only for such discipline as is required to safely and properly operate Contractor’s 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 without authorization. All discipline problems shall be reported in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

Vandalism damages to Contractor’s equipment or facilities shall be the responsibility of Contractor. However, District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

## 21. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the District.

## 22. TERMINATION

If either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material 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.

District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

#### 23. PLACE OF CONTRACT

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 the contract to the "State" shall mean State of Minnesota.

#### 24. SURVIVAL

The mutual obligations described in COMPENSATION AND BILLING; and INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

#### 25. 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 the Agreement shall remain in full force and effect.

#### 26. MODIFICATION

Contractor and District 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.

#### 27. NOTICE 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 Mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Wayzata Public Schools  
Director of Business Services  
PO Box 660  
Wayzata, MN 55391

Notices to Contractor shall be addressed to:

Area General Manager  
First Student Inc.

11911 Champlin Dr  
Champlin, MN 55316

With a copy to:  
General Counsel  
FirstGroup America, Inc  
600 Vine St Suite 1400  
Cincinnati, OH 45202

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.

28. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between District and Contractor other than those contained in this Agreement, Exhibit A, Exhibit B, and Attachment #3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_th day of June 2022.

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

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

Chair, Board of Education

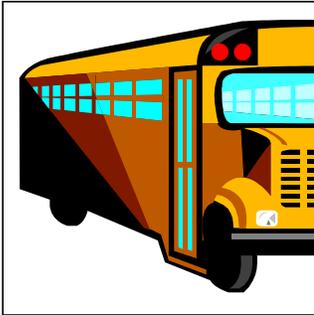
By: \_\_\_\_\_

Clerk, Board of Education

(Note: Exhibit A & B and Attachment 2 & 3 shall be attached)

Exhibit B

*Wayzata Public Schools*



**REQUEST FOR PROPOSALS**  
**STUDENT**  
**TRANSPORTATION**  
**SERVICES**

**PROPOSAL OPENING:**

**Tuesday, April 19, 2022, 10:00 AM**  
**Wayzata Public Schools**  
**Central Services Facility**  
**17305 19<sup>th</sup> Ave N**  
**Plymouth, MN 55447**

[WWW.WAYZATASCHOOLS.ORG](http://WWW.WAYZATASCHOOLS.ORG)

# INDEPENDENT SCHOOL DISTRICT 284

Central Services Facility  
17305 19<sup>th</sup> Ave N  
Plymouth, MN 55447

## REQUEST FOR PROPOSALS

### ***NOTICE TO SERVICE PROVIDERS***

Sealed Proposals will be received by Independent School District 284 at its Central Services Facility, 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447 until 10:00 A.M. April 19, 2022, at which time all proposals will be opened and read publicly. Proposals are being requested on the purchase of Student Transportation Services.

A mandatory informational meeting will be held at the Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447, at 10:00 AM. on Tuesday, March 29<sup>th</sup>, 2022, at which time prospective service providers may inform themselves of the District's specific transportation needs. Service Providers may also examine maps, schedules, current route lists and other information made available by the District.

Proposals must be submitted on proposal forms "**Exhibit A**" furnished by the District and be in accordance with the specifications. The School District reserves the right to waive technicalities or irregularities; to accept or reject any portion of a quotation, when quotations are by items and to accept or reject any or all quotations; and to make arrangements in the best interest of the School District. All proposals are to be addressed to the Transportation Department and be properly identified with the inscription: **STUDENT TRANSPORTATION SERVICES PROPOSAL.**

Specifications will be available at Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447 on March 17<sup>th</sup>, 2022. A copy may also be provided electronically by e-mail request to Rich Enga, Transportation Supervisor, at e-mail address: rich.enga@wayzataschools.org. Questions regarding the specifications must be addressed to Rich Enga, Transportation Supervisor, via e-mail at rich.enga@wayzataschools.org. Questions concerning this quotation must be made in writing and response to such questions will be made in writing. All proposals, once delivered to the District, must remain effective until 60 days after the opening.

INDEPENDENT SCHOOL DISTRICT 284

**Wayzata Public Schools  
Central Services Facility  
17305 19<sup>th</sup> Ave N  
Plymouth, MN 55447**

Proposal: Student Transportation Services

Submitted By: Firm Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Date: \_\_\_\_\_

Specifications & Quotations

1. Proposals will be publicly opened at:  
10:00 a.m. (CST) Tuesday, April 19, 2022  
in the **Wayzata Public Schools Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447**
2. Proposals: Sealed proposals must be enclosed in an envelope bearing the inscription:

**PROPOSAL**  
**Student Transportation Services**

as well as the name and address of the vendor and shall be submitted on specifications and proposal forms and directed to **Attn: Transportation, Independent School District 284**, as required by the Clerk of Independent School District 284 and will be opened at the Central Services Facility, on the date stated above. All prices and proposals must be in ink or typewritten and must remain firm for sixty (60) days from date of quotation. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal.

# INDEPENDENT SCHOOL DISTRICT 284

## Request for Proposals

### Bus Transportation Specifications & Conditions

#### Section I: Instructions

1. Independent School District 284 requests proposals for Regular Transportation Service for two years commencing with the 2022-23 school year. Proposals will be received until 10:00 a.m., Tuesday April 19, 2022, in the **Wayzata Public Schools Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447**.
2. A copy of the specifications may be picked up in the Wayzata Public Schools Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447. A copy may also be provided electronically by e-mail request to Rich Enga, Transportation Supervisor, at e-mail address: [rich.enga@wayzataschools.org](mailto:rich.enga@wayzataschools.org)
3. The School District reserves the right to waive technicalities or irregularities; to accept or reject any portion of a quotation, when quotations are by items and to accept or reject any or all quotations; and to make arrangements in the best interest of the School District.
4. The successful contractor may be required to furnish a Performance Bond.
5. Questions regarding the specifications should be directed to Rich Enga, Transportation Supervisor at [rich.enga@wayzataschools.org](mailto:rich.enga@wayzataschools.org)
6. Service award and proposal acceptance shall be based on, but not limited to, the factors of:
  - a. District evaluation of the company's ability to provide adequate service.
  - b. Ability to provide adequate number of School Bus Drivers to fulfill the transportation needs of the district.
  - c. Industry reputation and experience of the company.
  - d. Knowledge of company past performance.
  - e. Cost of service.

Section II      General Directions

2.1      Duration:

The service shall be for the 2022-2023 and 2023-2024 school years, with an option to extend the contract for an additional two years. The School District shall have the right to terminate the contract effective with the beginning of the school year by giving ninety (90) days written notice.

2.2      Service Within the District:

Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the District for the contracted period to the various schools according to a time schedule and/or routes determined by the District. There shall be no change in any bus route or time schedule without the consent of the District. It is understood by the Contractor and the District the annual consideration provided in the contract is for the entire school year. In the event changes are made by the District concerning the number of student days or vehicles required, the payment to the contractor shall be changed accordingly.

2.3      Service Outside of the District:

Contractor shall furnish equipment and personnel as required by the School District to provide daily transportation of students outside the District to such locations according to the students' needs.

2.4      Contract and Performance Bond:

The successful proposer shall enter into a formal contract based on the conditions and specifications as set forth herein. The successful proposer may be required to supply a Performance Bond equal to 100% of the anticipated contract amount, before commencing services, and shall provide liability and property damage insurance as herein described. If there is a cost for this bond, please state the cost as part of this proposal.

2.5      School District Agent:

For purposes of communication with the School District regarding the transportation contemplated by the Contract, the Contractor shall communicate with the Transportation Supervisor at [rich.enga@wayzataschools.org](mailto:rich.enga@wayzataschools.org)

2.6      Award:

District 284 reserves the right to waive any formalities and irregularities to accept or reject in whole or in part all proposals and to award a contract which in its judgment is in the best interest of the School District.

2.7      Proposal Form:

Contractors shall submit their proposal on the Forms included with these specifications. Proposals may not be withdrawn for a period of 60 days without the consent of the School Board.

Section III      Specific Conditions

3.1      Instructions for Submitting Proposal:

- 3.1.1      Any written proposal containing an alteration or erasure of price contained in the proposal may be rejected unless the alteration or erasure is corrected as follows: An alteration or erasure may be crossed out and the correction printed in ink or typewritten adjacent thereto, and initialed in ink by the person signing the proposal.
- 3.1.2      As part of the preparation, a contractor shall fully inform themselves of School District needs by personal visitation and conferences prior to submission of written proposal, and may examine maps, schedules, current routes, and other necessary information available at the office of the Transportation Supervisor. A mandatory pre-proposal meeting will be held with any interested contractor. See published notice for date.
- 3.1.3      Contractors shall furnish with their proposal a written biography and statement indicating the type and extent of transportation experience, references, a list of names of school districts currently serving and previously served, including dates of service. See Appendix A.
- 3.1.4      Contractors shall furnish with their proposal a written biography and statement indicating a detailed driver hiring and retention plan. Including Hiring plan, planned wages, planned hiring/retention bonuses and other available resources the company utilizes if unable to hire local drivers. See Appendix C
- 3.1.5      A financial statement with bank references is required and shall be submitted with the proposal.

3.2      Vehicles:

- 3.2.1      School buses shall be approved by the District and sufficient vehicles shall be available. No scheduled route bus shall be more than 10 years old and no spare bus shall be more than 12 years old. The average age of route buses shall be no more than 6 years old.
- 3.2.2      Included in the proposal shall be a list of equipment the Contractor proposes to utilize in services provided. They shall include with the proposal evidence they have such equipment in their immediate possession, or certification from a manufacturer or authorized representative that such equipment will be provided for service prior to the start of the contract. See Appendix B
- 3.2.3      Additional equipment – Additional equipment such as wheelchair lifts may have to be added throughout the year and shall be provided as needed. Equipment which is unique to meet the needs of an individual student shall be identified by the School District and be at the expense of the contractor

- 3.2.4 All vehicles shall be equipped with:
  - A. 2-way radios
  - B. Back-up alarms
  - C. An external P.A. system
  - D. A Digital Camera system (2 cameras minimum)
  - E. A swing gate
  - F. An electronic device that assures that the bus has been checked for students before the driver leaves the vehicle.
  - G. Acoustic ceilings to dampen sound
  - H. Tinted passenger windows as allowed by law
- 3.2.5 (2) "hand-held" radios must be supplied to the District for all frequencies used by buses operating under this contract.
- 3.2.6 The contractor, at its expense, must place Zonar or Synovia GPS tracking hardware on any vehicle used for the duration of the contract, and must provide the school district or their agent software access to current (live) and historical GPS data. The GPS system must also be compatible and enabled to work with the TylerTech Onscreen/Mystop App.
- 3.2.7 If the school district requests a copy of a video from the camera system, the contractor must upload it to a secure FTP site or electronic means of transferring video that the district can access or deliver the requested video before 11:00 AM the following day.

3.3 Insurance:

3.3.1 Successful Contractor shall maintain during the life of the contract public liability and property damage and excess liability insurance within minimum limits as follows:

A. **Minimum limits:**

Bodily Injury	\$1,000,000	per individual
	\$4,000,000	per occurrence
Property Damage	\$ 100,000	each occurrence
Umbrella Liability	\$5,000,000	

3.3.2 Successful Contractor shall furnish and maintain during the life of the contract Worker's Compensation coverage for the protection of his employees in the amount as required by law.

3.3.3 The Contractor agrees to hold harmless, indemnify and defend the School District, its agents and employees against any and all claims, personal and/or property damage, arising out of the performance of the contract awarded hereunder.

3.3.4 Contractor's liability insurance policy under this section shall name the School District, their employees and agents as additional named insured.

### 3.4 Service Conditions

3.4.1 The number of students transported shall not exceed the rated manufacturer's capacity. Scheduling of the students for arrival at the various school locations shall conform to regular school schedules or the schedule established by the District.

3.4.2 Students with disabilities shall be picked up immediately in front or as near as possible to the home. A disabled student shall load or unload at home or school only from the right side of the vehicle, unless escorted across the street by an aide.

3.4.3 No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students. The District reserves the right to assign attendants to any vehicle if in the best interest of any student.

3.4.4 The successful Contractor shall be highly selective in the employment of drivers. The Contractor will be required to utilize only those drivers holding a valid Class A or Class B CDL with a school bus and passenger endorsement who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to the District. The District reserves the right to comment on the performance of any employee of the Contractor, and Contractor shall take appropriate steps to improve services. The successful Contractor must agree to provide 8 hours annually of in-service time for all drivers utilized in the performance of the contract, including substitute drivers or additional drivers for routes which may be added during the year.

No driver shall be assigned to a route in the District because of their removal from another district for non-compliance of rules, regulations, laws, or procedures without permission from the District.

3.4.5 Smoking Policy: The School District Policy prohibits any person – employee, visitor, student, parent, etc., from smoking or using any tobacco on school grounds, in school owned buildings and in school owned or contracted vehicles. This smoking policy must be adhered to whether or not students are on board.

3.4.6 Successful Contractor shall be responsible for handling complaint and information calls regarding services provided.

3.4.7 The District uses the VersaTrans computer routing software. The supplier shall furnish hardware at their terminal to accommodate VersaTrans. District will furnish the VersaTrans software

3.4.8 The Contractor shall implement a dress code for all employees that shall be agreed to by the District.

3.4.9 Identification Badges must be provided by Contractor for all drivers operating vehicles under this contract

3.5 Use of Contractor's Equipment:

It is agreed by the Contractor and the District in the event the Contractor is unable to provide transportation services as specified in whole or in part because of acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, lack of fuel, or any other condition, the District may solely, at its' option excuse the Contractor from performance and terminate the contract, or shall have the right to assume the operation of such buses, with school employees or other persons as the District may deem appropriate. The District shall pay to the Contractor for such buses the same amount specified in the heretofore mentioned rate schedule, less all expenses and costs incurred by the District in providing the services contemplated by the contract.

3.6 Payments:

Payments to the contractor by the School District will be made on a monthly basis. Payments will be made within 30 calendar days after the receipt of the invoice.

3.7 Assignments:

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the District. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior liens of all persons first, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary.

The hours available to the School District is route time and **does not** include time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time. Extra curricular, Athletic, and Field trips shall be billed from the Scheduled pick up time at the school until the return to the school.

3.8 Title IX Compliance Notice – Nondiscrimination Policy:

As required by Title IX of the Education Amendments of 1972, notification is being given to all contractors or entities providing benefits or services to Independent School District No. 284 employees of the non-discrimination policy adopted by Independent School District No. 284, stated as follows:

Equal Opportunity

“The School District will provide equal employment opportunity for all applicants and employees. The School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status or veteran status. The School District also makes reasonable accommodations for disabled employees.

“Title IX prohibits school districts from doing business with any contractor or vendor not complying with Title IX requirements.”

All vendors must comply with OSHA regulations where applicable.

3.9 Taxes:

The Contractor shall pay all taxes imposed on any equipment, supplies or services to be furnished. It is recognized by and between the parties that there will be no liability on the part of the School District for any type of tax assessed thereon.

3.10 Scheduling:

The District shall schedule the routes and the Contractor shall operate the buses according to the routes established. The Contractor shall furnish the District any information pertinent to the scheduling of the routes. The Contractor shall cooperate with the District in maintaining a good public relations program with the community in its daily communications related to routes, bus schedules and operations.

3.11 Equipment Maintenance:

Contractor shall maintain a regular staff of qualified mechanics to insure proper maintenance of all equipment used in the transportation of students in strict accordance with the State of Minnesota Standards for School Buses, and shall maintain said equipment in good mechanical order at all times. All buses shall be kept in a clean and sanitary condition and open to the District for inspection at all times. All vehicle inspection reports must be forwarded to the School District after each yearly inspection as well as any non-regularly scheduled inspections.

3.12 Supervisory and Liaison Personnel:

Contractor shall provide a readily available supervisor to oversee vehicles, personnel, services required and to serve as a liaison to the School District Staff. The School District shall have the right to approve the supervisor.

The contractor shall provide a Route Dispatcher(s), who will dispatch buses, provide daily ongoing assistance to drivers on all school days. A Route Dispatcher must be present in the dispatch office at all times during bus operations, ready and able to respond to emergencies.

The contractor shall provide a Safety Director/Field Supervisor. The Safety Director provides scheduled daily supervision of buses and implement safety program to include, but are not restricted to, bus evacuation drills, training of bus patrols, program presentations to students and

any other safety efforts deemed necessary by the District or Contractor. A daily log is maintained and submitted to the District each month, if requested.

### 3.13 Terminal Location, Office Facilities, and Standby Vehicles

The District prefers a terminal location within the District.

If the Terminal is located outside the District, the contractor must have an adequate number of standby buses within the School District during route hours. The terminal location must be stated in the proposal, and must be within 25 minutes of any location in the district.

Office (with dispatcher available at all times for telephone calls to be received and Messages answered without delay).

Bus maintenance facility and parking lot may be leased by the District and, if so, the contractor will be considered a "sublessee", abiding by all terms of the lease, the transportation contract, and the attachments to this proposal. If the District is unsuccessful in obtaining the lease, the contractor will provide and be responsible for its own facility. If Special Ed transportation and Regular Ed transportation are awarded to separate contractors, the contractor performing Regular Ed transportation will become the "sublessee" and the Special Ed contractor will be responsible for providing its own facility.

Suitable driver training facilities and equipment provided.

Bus washing facilities will be provided and maintained by the contractor for schedules weekly washing as necessary to keep vehicles clean and safe.

Adequate phone lines, computers, printer, copier, internet access to be able to accommodate access to the districts routing system and video upload site, and an image scanner. Contractor must provide a 24-hour answering service, or provide cell phone numbers of key staff members that can be reached 24 hours each day.

### 3.14 Safety Program:

The Contractor shall administer an effective driver safety program. A driver supervisor or trainer shall ride with every driver at least once per year for the purpose of observing their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published time schedules. Copies of these evaluations must be made available to the district. The District reserves the right to evaluate any driver at any time to assure compliance with driving practices and District procedures.

### 3.15 Driver and Assistant Training:

All bus drivers operating buses under this contract shall receive training according to the standards below.

- a. New drivers not previously licensed to drive a school bus shall receive not less than 8 hours of classroom and 12 hours of in-vehicle (actual driving time) instruction.

- b. New drivers currently licensed to drive a school bus shall receive not less than 8 hours of classroom instruction, and an evaluation of their driving skills with necessary in-bus training to bring their skill levels up to acceptable levels.
- c. Continuing drivers and all new drivers shall also receive training through regular scheduled safety meetings and through School District bus driver meetings.
- d. School Bus Safety Training must be documented for all drivers, and this documentation must be provided to the School District.

All drivers and assistants under this contract 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, 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. Student special needs and medical data will be provided to the successful contractor to the extent allowed by federal, state, or district; laws, rules or policies.

3.16 Contractor Not an Agent:

In the interpretation of this agreement and the relations between the Contractor and the District, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District.

3.17 Accident / Incident Reports:

In the event of an accident / incident, a verbal report shall be given immediately to the District Transportation Office. If this office is not immediately available the Director of Facilities/Transportation shall be called, if no one is available there, the Director of Business Services shall be called, and if that person is not available the Superintendent of Schools shall be called. . If an accident/incident occurs on a special needs bus, the Special Services Office will be contacted as well. A written list of students on board must be provided as soon as possible (preferably within one hour) following the accident / incident. A written report will be submitted to the District Transportation Office within one working day of the accident / incident

**Section IV**      **Miscellaneous Provisions**

4.1 Applicability of Laws:

- 4.1.1 Anything herein notwithstanding, successful Contractor shall comply with applicable provisions of the State of Minnesota Motor Vehicle Code, State Board of Education rules and regulations relating to student transportation, the construction, design, operation of equipment, safety accessories for equipment, vehicle codes and other applicable laws, and rules and regulations prescribed by State and County relating to the transportation of students.
- 4.1.2 The attached proposal by the School District for the transportation contemplated by these specifications shall be reduced to a written contract, and the successful Contractor agrees

to execute such contract for transportation, which will refer and include by reference these specifications. It is understood that no contract for transportation will be effective until executed by the successful Contractor and the School District.

- 4.1.3 The successful Contractor shall comply with the School District's adopted transportation regulations, which are part of its regulations, which are part of its administrative code, so far as is applicable to performance in the transportation of students, a copy of which will be made available to any person desiring to submit a proposal.

#### 4.2 Reports:

The following reports will be required:

- Driver report. This report must include the names, addresses, license number and current work assignment of each driver (route or sub drivers). Due August 15<sup>th</sup>.
- Driver training report. This report will show the driver's training during the school year. Should include date, safety topics and hours. Due May 1<sup>st</sup>.
- Mileage report. This report must include all miles driven by category (Special Ed, Regular Ed, Shuttles and Field Trips etc.). Due July 1<sup>st</sup>.
- Fleet report. The report must contain all vehicles used (routes and spares) for the purpose of transporting students in the District. Report to include: (Vin number, year, model, category and all requirements stated in section 3.2. Due August 15<sup>TH</sup>.
- Staffing report. This report must include a list of all Non Driving staff used by the Contractor to fulfill this contract. (Management, Dispatcher, Etc.). Due August 15<sup>TH</sup>.

#### Section V      Conclusion

- 5.1 Independent School District No. 284, in compliance with the duties and obligations placed upon it by the Education Laws of the State of Minnesota and the rules, regulations, and directions of the Board of Education of the State of Minnesota has the responsibility to safeguard the comfort and safety of each student. In order to provide for the orderly operation of its academic program and education system, will require strict adherence to the specifications and of the contract to be awarded, including such specifications particularly but not limited to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, constant attendance of qualified supervisory personnel, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and order of the School Board, Superintendent of Schools and any of his/her designated personnel, the officials and peace officers of any and all municipalities and of any and all other persons or bodies having jurisdiction or control of any subject matter or performance of the contract.
- 5.2 Contractors are instructed to read the specifications and be expected to comply in the event of award. In the event of any misunderstanding as to the meaning of specifications, the Contractor shall contact the Transportation Department for clarification.

Section VI      Transportation Services Required

6.1      Regular Transportation:

- 6.1.1      Transportation for public and non-public schools.
- 6.1.2      From the assigned bus stops, and to various buildings as assigned.
- 6.1.3      The route information is based on the 2021-2022 school year. Routing information, including VersaTrans route sheets (with mileage data) will be made available upon request.
- 6.1.4      The Contractor shall have adequate spare buses to take care of all emergencies and field trips. The number of spare buses should be shown with the list of buses attached to the proposal. If the contractor is unable to use its own buses for field and/or activity trips, it is the contractor's responsibility to sub contract for the needed buses and to bill the school district for the service at the standard contract rates.
- 6.1.6      During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary.

The hours available to the School District is actual route time and **does not** include time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school, when there is bad traffic, and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time.

For payment purposes, the route time totals will be determined based on the time shown in the Versatrans routing system.

- 6.1.7      The starting time of the routes will be determined by the School District and adjusted as necessary.
- 6.1.8      Bus routes and stops will be determined by the School District. Bus drivers will be asked to cooperate in maintenance of bus stops. Safety, age of students and traffic conditions will be considered in routing and assignment of bus stops.
- 6.1.9      The School District reserves the right to change or alter routes. In the event such a change is necessary the School District shall give the Contractor reasonable notice of the change.
- 6.1.10     The School District reserves the right to reduce, or expand the number of Contractor buses, and to adjust the contract because of the change. Any change in the Contract will be discussed with the Contractor before changes are made.
- 6.1.11     If school is closed due to inclement weather, or for any other reason, and days not made up, the contract shall be prorated for the reduction in number of days.

6.2 Bus Route Information

The proposal shall be based on furnishing school buses for the Wayzata Public School District. Proposals shall All regular route buses must be a minimum of 77 passenger capacity.

The information pertaining to school times is as follows and is based on the Current school year:

**2021/2022 BELL TIMES**

School	Grades	Bus Arrival	Classes Begin	A.M. Kind.*	P.M. Kind.*	Classes Dismiss	Buses Depart
<b><u>PUBLIC</u></b>							
Wayzata High School	9-12	7:55	8:20			3:10	3:20
Wayzata West Middle	6-8	8:55	9:10			4:00	4:10
Wayzata East Middle	6-8	8:55	9:10			4:00	4:10
Wayzata Central Middle	6-8	8:55	9:10			4:00	4:10
Birchview Elementary	K-5	8:15	8:30			3:10	3:15
Gleason Lake Elementary	K-5	8:15	8:30			3:10	3:15
Greenwood Elementary	K-5	7:30	7:45			2:25	2:30
Kimberly Lane Elementary	K-5	7:30	7:45			2:25	2:30
Meadow Ridge Elementary	K-5	7:30	7:45			2:25	2:30
North Woods Elementary	K-5	7:30	7:45			2:25	2:30
Oakwood Elementary	K-5	7:30	7:45			2:25	2:30
Plymouth Creek Elementary	K-5	7:30	7:45			2:25	2:30
Sunset Hill Elementary	K-5	8:15	8:30			3:10	3:15
<b><u>NON-PUBLIC</u></b>							
Holy Name	K-6						

Redeemer Luth. K-8  
 St. Barts K-6  
 Providence K-12

**OTHER**

HTC

Various Spec ed Schools and Times

2021-2022 routes

<b><u>Reg ED</u></b>	<b>Routes</b>	<b><u>Spec ed routes</u></b>	
Long routes	0	Bus	42
Short routes	80	Van	0
Half Routes	6	W/C bus	6
		Assistants	35

Mpls choice sgle 3

**MS late runs**  
**M-R**

**HS Late runs M,W,R**

M/S choice late run	1.00
H/S choice late run	1.00
Late run east	2.00
Late run central	2.00
Late run west	2.00
Votec	1.00

**Section VII. Other Contract Provisions**

7.1 Assignments or Transfers:

7.1.1 The Contractor shall not assign or transfer any part of his obligations and responsibilities in this contract without the prior written approval of the School Board of Independent School District #284.

7.1.2 All Subcontractors hired by the Contractor to provide services required by this contract must be approved by the District. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Contractor.

## 7.2 Changes in Routing and Scheduling

The School District reserves the right to change or alter the route of travel. In the event such change becomes necessary, the School District shall give the Contractor reasonable notice of such change.

In the event that the number or routes in the District is reduced or expanded, the District will alter the contract on a pro rated basis. Cancellation, interruption or change of established service can be made only with the authorization of the School District.

Should the number of days of transportation required change during the school year, the contracts will be adjusted on a prorated basis.

## 7.3 Fines and Penalties for Non-compliance:

Note: All fines are per occurrence and will be subtracted from the monthly invoice

Examples of Non-compliance but not limited to:

1. A fine of \$800 per day may be imposed on the Contractor for any of the following:

- allowing a driver to drive a route without the appropriate driver's license
- not running a route due to lack of drivers or equipment
- running a route with a vehicle that does not have a current inspection sticker
- running a route without an aide, if an aide is required by the District
- running a route without proper equipment as required by student's IEP
- Failure to notify the School District of accidents.

2. A fine of \$500 per day may be imposed on the Contractor for any of the following:

- running a route without the required equipment as outlined above
- running a route more than 15 minutes late unless due to a vehicle breakdown, poor weather, or an act of God
- allowing a driver to drive in the District who has been suspended from the District for cause
- transporting persons other than those assigned by District #284 without prior approval from the School District

- transporting non-school age children on any bus during route time
- drivers use of a personal cell phone at any time while the bus is in motion, or when students are on board
- smoking on a school bus contracted by the District
- GPS tracking device not functional

Unreasonable and continuing violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract

#### 7.4 Fuel Charges

The School District agrees to pay for diesel fuel expenses in excess of \$6.00 per gallon. The contractor must reimburse the District for fuel purchased at less than \$2.50 per gallon.

The School District agrees to pay for Propane fuel expenses in excess of \$3.50 per gallon. The contractor must reimburse the District for fuel purchased at less than \$1.50 per gallon.

The School District agrees to pay for Gasoline fuel expenses in excess of \$5.00 per gallon. The contractor must reimburse the District for fuel purchased at less than \$1.50 per gallon.

All costs are calculated by the average cost of fuel per gallon for the month minus transport costs, Minnesota petro cleanup costs, or federal tax. Detailed Invoices from the fuel provider will be submitted along with the transportation invoice. The total number of gallons used will be based on the round-trip mileage including live and terminal to terminal miles of all routes as determined, using the Tyler Tech VersaTrans RP routing system, divided by an average of 6 miles per gallon. If the contractor uses a terminal outside of the school district, the school district reserves the right to use the Wayzata district center as the terminal location to establish round trip mileage for purposes of calculating the fuel used.

Company Name \_\_\_\_\_

Initials of signer \_\_\_\_\_

**EXHIBIT A**

**RATES FOR STUDENT TRANSPORTATION SERVICES  
SERVICE RATES: SY 2022-2023 and SY 2023-2024**

**A. Regular Education Transportation to and from school as outlined in specifications above. Contractors are welcome to provide pricing on either Regular Ed Transportation, Special Transportation, or Both. The district reserves the right to award Special Ed Transportation and Regular Ed Transportation to separate contractors. If Regular Ed and Special Ed contracts are awarded separately the successful Regular Ed contractor will become the sublessee of the Leased Maintenance Facility described in attachment 2.**

**1. School Bus Cost Per Day with Facility described in Attachment 2: 77 Passenger**

NOTE: Route time **does not** include time to get to and from the bus terminal (before and after routes).

NOTE: Routes will pay additional ¼ hour only, if they run more than 5 minutes over contracted time.

	<u>2022-23</u>	<u>2023-24</u>
<u>4.5 hour route per day</u> (short Routes)	\$ _____ / \$ _____.	
<u>5 hour route per day</u> (long Routes)	\$ _____ / \$ _____.	
<u>Additional Cost per ¼ hour over 5 hours</u>	\$ _____ / \$ _____.	
<u>Votec/HTC</u>	\$ _____ / \$ _____.	
<u>Choice Routes</u>	\$ _____ / \$ _____.	
<u>Targeted Services</u>	\$ _____ / \$ _____.	
<u>Late Activity routes per day</u>	\$ _____ / \$ _____.	
<u>Regular Ed Summer School route per day</u>	\$ _____ / \$ _____.	

Regular Ed Summer routes are defined as a Regular Ed route taking place between the last day of the school year and the first day of the new school year.

Company Name \_\_\_\_\_ Initials of signer \_\_\_\_\_

**B. Special Services Transportation to and from school as outlined in specifications above.**

**Contractors are welcome to provide pricing on either Regular Ed Transportation, Special Transportation, or Both. The district reserves the right to award Special Ed Transportation and Regular Ed Transportation to separate contractors. If Regular Ed and Special Ed contracts are awarded separately the successful Regular Ed contractor will become the sublessee of the Leased Maintenance Facility described in attachment 2.**

**1. Special Services School Bus Cost Per Day with facility described in attachment 2:**

NOTE: Routes will pay additional ¼ hour only, if they run more than 5 minutes over contracted time.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type C/D vehicle	\$ _____	/\$ _____.
Type A vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type A vehicle	\$ _____	/\$ _____.
Type III vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type III vehicle	\$ _____	/\$ _____.
Added Cost per <u>day</u> for Lift Bus	\$ _____	/\$ _____.
Added Cost per live hour for Bus Aide	\$ _____	/\$ _____.

**Summer School Special Ed**

Special Ed Summer routes are defined as a Special Ed route taking place between the last day of the school year and the first day of the new school year.

Special Needs buses with lifts must be available.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle route per day	\$ _____	/\$ _____.
Type A vehicle route per day	\$ _____	/\$ _____.
Type III vehicle route per day	\$ _____	/\$ _____.

Company Name \_\_\_\_\_ Initials of signer \_\_\_\_\_

**2. Special Services School Bus Cost Per Day without facility described in attachment 2:**

NOTE: Routes will pay additional ¼ hour only, if they run more than 5 minutes over contracted time.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type C/D vehicle	\$ _____	/\$ _____.
Type A vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type A vehicle	\$ _____	/\$ _____.
Type III vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type III vehicle	\$ _____	/\$ _____.
Added Cost per <u>day</u> for Lift Bus	\$ _____	/\$ _____.
Added Cost per live hour for Bus Aide	\$ _____	/\$ _____.

**Summer School Special Ed**

Special Ed Summer routes are defined as a Special Ed route taking place between the last day of the school year and the first day of the new school year.

Special Needs buses with lifts must be available.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle route per day	\$ _____	/\$ _____.
Type A vehicle route per day	\$ _____	/\$ _____.
Type III vehicle route per day	\$ _____	/\$ _____.

Company Name \_\_\_\_\_

Initials of signer \_\_\_\_\_

**C. Extracurricular Trips**

NOTE: Contractor shall supply the District with all field trips needed to fulfill the district requirement. All time and mileages are calculated from the school back to school. Dead head miles and hours are not included to get from the terminal to the school and back to the terminal after the trip. A list of trips for the past school year is available.

	<u>2022- 23</u>	<u>2023-24</u>
Activity/Field trip base charge per hour (3 hour/ <u>40</u> mile min.):	\$ _____ / \$ _____ .	
Cost per mile over 40 miles:	\$ _____ / \$ _____ .	
Cost per 1/4 hour over 3 hours:	\$ _____ / \$ _____ .	
In District – No stay or stay less than 2 hours:	\$ _____ / \$ _____ .	
Trailer charge:	\$ _____ / \$ _____ .	
Cancellations		

- a. There will be a charge of \$50.00 for any bus canceled on arrival at the destination point of origin.
- b. There will be a charge of \$25.00 for any bus canceled one (1) hour or less of the scheduled arrival time at the designated point of origin.
- c. There will be no charge for any bus canceled more than one (1) hour from the scheduled pickup time at the designated point of origin.

Company Name \_\_\_\_\_ Initials of signer \_\_\_\_\_

**E. Other information regarding billing:**

1. Fuel clause shall be calculated based on all routed Versatrans miles including "live" and "terminal to terminal" miles. Fuel Clause does not apply to Extracurricular Trips
2. The District shall pay a minimum of 1.5 hours for a midday run.
3. The District shall consider all AM/PM routes to have a minimum of 4.5 hours live time.
4. AM only routes shall be paid at 50% of contracted amount.
5. PM only routes shall be paid at 50% of contracted amount.

**F. Performance Bond**

The Contractor may be required to supply a Performance Bond, equal to 100% of the anticipated contract amount, before commencing services. The bond cost, **excluded in the rates**, is as follows:

\$ \_\_\_\_\_ Per Year

**H. ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE**

The district has the right to extend this contract for 2 additional years (2024-2025 and 2025-2026).

The rates established pursuant to the quotation process shall apply to the 2022-2023 and 2023-2024 school years. If the School District elects to extend the contract for the 2024-2025 school year, the rates established for the 2025-2026 school year will be adjusted for the said school year

Please provide a cost for each extended contract year:

For the 2024-2025 School Year the contractor agrees to operate at an increase of \_\_\_\_\_%

For the 2025-2026 School Year the contractor agrees to operate at an increase of \_\_\_\_\_%

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT #2

### **BUS GARAGE/FACILITY/QUOTE GENERAL INFORMATION**

**The District is leasing the bus garage facility located at 15625 32<sup>nd</sup> Avenue North, Plymouth, MN 55447. Maintenance Facility Sublease**

Lot 1, Block 2, Playhouse Industrial Park, Hennepin County, Minnesota, (Property I.D. 2111822230004)

The recipient of this contract for transportation will be expected to accept and sign the sublease agreement from the District, abide by all points of the sublease agreement, and be known as the “sublessee”. Further, all capital improvements under \$20,000 shall be paid solely by the sublessee (See Attachment #3 – Copy – Draft of Bus Facility Sublease). If Special Ed transportation and Regular Ed transportation are awarded to separate contractors, the contractor performing Regular Ed transportation will become the “sublessee” and the Special Ed contractor will be responsible for providing its own facility.

### **QUOTE GUIDELINES**

**Because of the possibility of the district assigning separate contractors to perform Regular Ed and Special Ed transportation, two quotes are requested for Special Ed Transportation:**

1. “Net” – The District pay rent for the garage and parking lot and property taxes and will charge the successful contractor \$1 for use of the garage. All other expenses are the responsibility of the contractor.
2. The successful contractor will provide its own facility at its own expense.

### **INSURANCE**

Contractor/sublessee shall at sublessee’s sole cost and expense, maintain a policy of commercial general liability and property damage insurance for the Property, in the amount of Two Million Dollars (\$2,000,000) combined single limit. Such insurance shall be placed with a company or companies qualified to do business in the state of Minnesota. (Please refer to Attachment #3 for specific details)

## ATTACHMENT #3

### BUS FACILITY SUBLEASE

THIS SUBLEASE is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter "Sublessee") and Independent School District No. 284, an independent school district and Minnesota municipal corporation under the laws of Minnesota (hereinafter "District").

WHEREAS, District has leased the Property (as defined below) from Hanus Enterprises LLP ("Landlord") by lease dated April \_\_, 2022 (the "Lease"), and District desires to sublease the Property to Sublessee and Sublessee desires to sublease the Property from District.

FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter provided in this Sublease, the parties hereby agree as follows:

1. Property. District does hereby Sublease to Sublessee, and Sublessee does hereby sublease from District the property located at 15625 32<sup>nd</sup> Avenue, Plymouth, Minnesota 55447, being more particularly described on Exhibit A attached hereto and incorporated herein, together with all improvements, fixtures, and appurtenances belonging to or pertaining to the demised premises along with ingress and egress to all adjacent highways, roads, streets, and lanes, either public or private (collectively the "Property").

2. Term. The Sublease term shall commence on August 1, 2022, and terminate on July 31, 2024 ("Initial Term"). If the transportation contract ("Transportation Contract") between the parties is extended, the Sublease shall also be extended for an additional year term ("Extension Term"), upon the same terms and conditions. If the Transportation Contract is terminated, either party may terminate the Sublease as of the termination date of the Transportation Contract by written notice to the other party. Upon termination of this Sublease, neither party will have any further rights or obligations regarding this Sublease or the Property, except for obligations of District or Sublessee which arose from acts or omissions of District or Sublessee which occurred prior to such termination of this Sublease.

3. Rent. Sublessee agrees to pay to District on August 1, 2022 and on each subsequent August 1 during the term of this Sublease and any extension thereof annual base rental in the sum of One Dollar (\$1.00). Sublessee shall not be required to pay a security deposit to District. Any additional amounts owed hereunder by Sublessee shall be considered additional rent. All rent owed under this Lease shall be paid without abatement, offset or deduction, unless expressly provided herein.

4. Default by Sublessee. If Sublessee fails to pay any installment of rent when due, and such failure continues for a period of five (5) days after Sublessee's receipt of written notice from District, or if Sublessee fails to perform any obligation hereunder and such failure continues for a period of thirty (30) days after receipt of written notice from District specifying the nature of the default and demand for performance, then and in any event, and as often as any such event shall occur, District may (1) declare the term ended and enter into the Property or any portion thereof, either with or without process of law, and expel Sublessee or any person occupying the Property, and so to repossess and enjoy the Property; or (b) relet the Property applying the rental from the new tenant to this Sublease and to Sublessee's obligations throughout the balance of its Term provided; however, that in any event of Sublessee's default, Sublessee shall remain obligated to pay the balance of all remaining rent for the remainder of the Term.

5. Use of Property. The Property may be used and occupied for the purpose of operating a bus transportation company, including the leasing, washing, maintenance, parking and fueling of buses ("Intended Use") or for any other legal purpose. Sublessee's use of the Property shall be consistent with District's policies, except as otherwise stated in this Sublease. Sublessee will not allow the use of firearms, alcohol, or illegal drugs on the Property or other District property at any time or under any circumstance.

6. Assignment or Subletting. Sublessee may not assign this Lease to a third party ("Assignee") without the prior written consent of the Landlord and District which consent shall not be unreasonably withheld, delayed or conditioned. Any such assignment document shall contain language requiring the Assignee to assume all of Sublessee's obligations, duties, and liabilities under the Sublease. A Subtenant or Assignee may (i) assign this Sublease or the sublease of the Premises to (A) a corporation with which Subtenant or Assignee may merge or consolidate, to (B) Sublessee's or Assignee's parent or any subsidiary of Sublessee or any corporation under common control with Sublessee. In either event, Sublessee and Subtenant or Assignee shall remain liable and responsible to District for the performance of all tenant obligations hereunder. Any such Sublease or Assignment shall require the Sublessee or Assignee to provide the same indemnities of District and Landlord that are required in this Sublease.

7. Utilities. Sublessee agrees to pay for all utilities, including but not limited to electricity, gas, sewer, and water, used by Sublessee, its employees, guests, and invitees, at the Property prior to the date such utility bills are due and payable. District shall not be liable for any loss or damage caused by or resulting from any interruption or failure of such services due to any causes beyond its reasonable control.

8. Sublessee's Maintenance. Sublessee shall, at its own expense, maintain the interior and exterior of the Property in the same condition as when received, ordinary wear and tear, natural deterioration and casualty damage excepted. Sublessee will be responsible for all general maintenance and repair costs associated with Sublessee's use of the Property, and for repairs to or replacement of the roof, foundation, structural frame, walls, fuel and other storage tanks (including pumps and associated piping and appurtenances), mechanical systems (including, but not limited to, the heating, air conditioning, electrical, plumbing, and sanitary sewer), parking lot, driveways and curb cuts. Sublessee shall be responsible for general housekeeping, snow removal and cutting the grass as necessary. Notwithstanding the foregoing, District shall use reasonable commercial efforts to cause Landlord to pay the cost of any necessary repair or replacement of the currently existing improvements on the Property which is individually in excess of \$20,000, and which is characterized as a depreciable capital improvement under generally accepted accounting principles. Sublessee shall repay such cost of any such improvement, with interest at the rate of seven percent (7%) per annum, as additional rent hereunder, in monthly installments equal to the sum of such interest, and the total cost of such improvement divided by the useful life of such improvements, measured in months. If the Landlord, District and Sublessee cannot agree on the useful life of the capital improvement, the Landlord and District shall appoint a disinterested third party expert mutually acceptable to the Landlord and District to determine the useful life in accordance with industry standards. The determination of such third party shall be binding upon the Landlord, District and Sublessee.

9. Compliance with Laws. Sublessee shall not allow any unlawful occupation, business or trade to be conducted on the Property or any use to be made thereof contrary to any law, ordinance or regulation as aforesaid with respect thereto, and shall protect District and the Property against any tax, fee, or other charge or penalty imposed or levied against District property on account of any failure to comply with any such law, ordinance or regulation.

10. Safety and Security. Sublessee is solely responsible and liable for the safety and security of its employees, guests, and invitees while they are on the Property.

11. Damages. Sublessee shall be liable to District for any damages to the Property or District property caused by Sublessee, its employees, guests or invitees.

12. Indemnification. Sublessee shall defend, indemnify and hold harmless District, and its directors, officers, employees, successors, agents, and assigns from and against any and all claims, damages, costs, causes of action, expenses, liabilities, judgments, losses, suits, demands, actions, fines, and penalties and all reasonable costs and expenses relating thereto (including reasonable attorneys' fees and expert fees) (collectively "Liabilities") of any kind whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of or relating to Sublessee's use or occupancy of the Property or Sublessee's obligations under the Sublease. District shall have the right to choose its own legal counsel and seek reimbursement from Sublessee for the costs of defending any legal action arising out of, or relating to, Sublessee's activities. Sublessee shall provide the same indemnification of Landlord, its directors, officers, employees, agents, successors, assigns and affiliates set forth in Section 11A through Section 11E of the Lease. Such indemnification shall not abrogate, diminish, limit or otherwise affect any indemnification of District in the Lease.

13. Insurance.

A. Sublessee shall at Sublessee's sole cost and expense, maintain a policy of commercial general liability and property damage insurance for the Property, in the amount of Two Million Dollars (\$2,000,000) combined single limit. Such insurance shall be placed with a company or companies qualified to do business in the state of Minnesota. Sublessee may provide such coverage under any blanket policy of Sublessee or its parent corporation. Upon request, Sublessee shall provide a certificate of insurance evidencing the required coverage, and such certificate shall provide that the policy may not be canceled or amended in any material respect without thirty (30) days prior written notice to District and Landlord.

B. Sublessee shall also maintain insurance coverage on all of its personal property located on the Property. Landlord and District shall be named as additional insureds under such personal property policy, if permitted by the policy.

C. Sublessee shall provide and maintain, at its sole cost and expense, a policy or policies of insurance covering loss or damage to the Property on an "All Risk" basis including earthquake and flood coverage, if appropriate, in the amount of the full replacement value of the Property and all other improvements now or at any time hereafter constituting a part of the Property. Sublessee shall provide a certificate of insurance

evidencing the required coverage, with Landlord and District named as insureds and such certificate shall provide that the policy may not be canceled or amended in any material respect without thirty (30) days prior written notice to Landlord and District.

- D. Sublessee, District and Landlord each waives, for itself and its insurers, all rights of recovery against the other for loss of or damage to property (including, without limitation, loss or damage arising out of the negligence of the other party), to the extent that such loss or damage is insured. The parties shall notify their respective insurance carriers of the foregoing mutual waiver of subrogation.
- E. The insurance policy of Sublessee shall be primary as compared to any insurance by District or Landlord.
- F. Nothing herein shall constitute a waiver by District of any statutory limitations on District's liability beyond the limits of insurance coverage provided pursuant to this Lease.

14. Damage and Destruction.

- A. In the event that the Property shall be damaged to the extent that it is untenantable in part; rent shall be abated to the extent permitted under the Lease. District shall use reasonable commercial efforts to cause Landlord to promptly repair and/or rebuild the Property to substantially the same condition in which it existed prior to such damage.
- B. In the event that the Property shall be totally destroyed or shall be damaged as to be totally untenantable, either party may elect, within thirty (30) days of the date of such destruction or damage, to terminate this Lease as of such date of destruction or damage. If the Landlord terminates the Lease by reason of such damage or destruction, this Sublease shall automatically terminate. In the event neither party elects to terminate this Sublease, District shall use reasonable commercial efforts to cause Landlord to promptly restore the Property to substantially the same condition in which it existed prior to such destruction or damage and the rent will abate totally during the period of restoration.
- C. In the event Landlord does not, within six (6) months of the destruction or damage to the Property, restore the Property as required herein, then Sublessee shall have the option to terminate this Lease upon written notice to Landlord and District.
- D. Not less than 10 days prior to the Sublease term, Sublessee shall deliver to District and Landlord certificates of all insurance required to be maintained hereunder. Sublessee shall notify District and Landlord of any changes in coverage or policy status for the policy required to be maintained under this Sublease prior to the commencement of the Sublease term. No such change shall be permitted without District's prior written consent which shall not be unreasonably withheld.

15. Alterations and Improvements. All material alterations, additions or improvements requested in writing by Sublessee shall be made at Sublessee's expense, and only with the prior written consent of the District and Landlord, which consent shall not be unreasonably withheld,

delayed or conditioned. Such alterations, additions or improvements and all equipment, trade fixtures and furniture shall be and remain the property of the Sublessee and Sublessee may elect to remove them at any time during the term of this Sublease or any extensions thereof. In the event that Sublessee does not remove such alterations, additions or improvements at the final expiration of the Sublease at the option of District, they shall become the property of the District, provided, however, that Landlord or District may direct Sublessee to remove such additions and improvements at Sublessee's expense prior to the final expiration of the Sublease. At the expiration of the Sublease, Sublessee shall deliver the Premises to the District in as good order and condition as at the commencement of the term of this Sublease, ordinary wear and tear, natural deterioration and casualty damage excepted. Any damage caused by the removal of Sublessee's alterations, additions, improvements or trade fixtures at the expiration of the Sublease term shall be repaired at Sublessee's expense.

16. Condemnation.

- A. If the whole or part of the Property shall be taken or condemned by any competent authority for any public use or purpose during the term of this Sublease, or any extension or renewal, or if such authority shall take title to the Property in lieu of condemnation, Sublessee reserves the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for the taking, based upon its ownership of leasehold improvements, interruption of business and moving expenses, without impairing any rights of Landlord for the taking of or injury to the reversion.
- B. In the event that a part of the Property shall be taken or condemned or title be transferred in lieu of condemnation which, in the reasonable judgment of District or Sublessee, is sufficient to render the remaining portion unsuitable for its continued use or occupancy, or in the event that a partial taking shall result in cutting off all reasonable direct access from the Property to any adjacent public street, highway or road, or which results in the parking lot area being rendered too small for the safe and easy maneuvering of Sublessee's vehicles, then and in any such event, Sublessee or District may at any time either prior to or within a period of thirty (30) days after the date when possession of the Property shall be required by the condemning authority, elect to terminate this Sublease. In the event that both Sublessee and District fail to exercise their options to terminate this Sublease then this Sublease shall continue in effect with respect to the portion of the Property not taken except that the rent and other charges for which Sublessee is responsible hereunder shall be equitably reduced. In the event that Tenant wishes to remain on the Premises, the parties will negotiate with Landlord in good faith to determine whether Landlord will restore the condemned portion of the Premises.

17. Sublessee's Covenants. Sublessee covenants and agrees that it will be solely responsible for the maintenance and compliance of the Property and all tanks with all applicable state, federal and other environmental laws during the entire term of this Sublease, including without limitation, the performance of the following tasks, at its sole cost:

- 1 to maintain, repair, replace and upgrade, and replace such tanks and all fuel-related piping and equipment and systems (the "Fueling Facilities"), whenever required to keep the same in compliance with environmental laws;
- 2 to comply with all environmental laws and regulations related to Sublessee's use of tanks and Fueling Facilities; this obligation includes performing or arranging for the performance of any and all inspections, tests, audits, monitoring, assessment or remediation required for Sublessee's compliance with all such laws and regulations;
- 3 to properly operate the fuel pumps and dispensing unit equipment;
- 4 to maintain the drain catch basin in clean and properly functioning manner;
- 5 to maintain the manual inventory control system for all fuel delivered to the tanks on a daily basis;
- 6 to operate leak detection equipment, if any, as required and to notify District and/or the applicable governmental agency in the event of a leak within twenty-four hours of Sublessee discovering such leak; and
- 7 to perform fuel island inspections on a daily basis.

18. Sublessee's Indemnification for Hazardous Substances. Sublessee agrees to indemnify, defend and hold harmless the District and Landlord from any and all Liabilities resulting from or arising in connection with the presence, use, disposal, release, or transportation of any regulated hazardous substance or toxic substances, materials or waste (collectively "Hazardous Substance") in, on, under, from or affecting the Property as a result, in whole or in part, of the actions or omissions of the Sublessee, its assigns or others after the date of its first lease of the Property. Without limiting the generality of the foregoing, Sublessee's indemnity shall apply to any and all Liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Property, any cleanup, removal or restoration of the Property required by any governmental agency, and any personal injury (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates, or percolates into, onto, or under the Property provided; however, that it is established that such Liability resulted from or arose out of an action or omission by the Sublessee, its affiliates, agents, contractors or invitees. Sublessee shall in no way be responsible for any such Liabilities which were caused in any way by the acts or omissions of the Landlord or District, their respective agents, employees, contractors tenants (other than Sublessee) or invitees before the date of this Sublease. Sublessee shall immediately notify District if it becomes aware that that any release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on, under or from the Property. Sublessee shall promptly notify the Minnesota Pollution Control Agency and commence all necessary clean-up activities. Sublessee shall also conduct a Phase I Environmental Review of the Property in any areas identified as having been affected by any release, leak, discharge, spill, disposal or emission of Hazardous Substances. Based upon the findings of the Phase I Environmental Review, Sublessee shall conduct a Phase II Environmental Investigation on the Property if necessary. If the Phase II Environmental Investigation determines that site remediation

is necessary, Sublessee is responsible and liable for any and all costs associated with the site remediation.

19. Property Taxes. District agrees to pay, before they become delinquent, all real estate taxes and installments of special assessments lawfully levied or assessed against the Property and due and payable in any year during the term hereof.

20. Severability. If any term, condition or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Sublease and all terms, provisions and conditions hereof shall, in all other aspects, continue to be effective and to be complied with to the fullest extent permitted by law.

21. Relationship. This Sublease does not create the relationship of principal and agent of partnership or of joint venture or of any association between Sublessee and District.

22. Construction of Sublease. It is agreed that this Sublease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

23. Entire Agreement. This Sublease shall constitute the entire agreement relating to the sublease of the Property between the parties. Any prior understanding or representation of any kind preceding the date of this Sublease shall not be binding upon either party except to the extent incorporated in this Sublease. Notwithstanding the prior sentence in this Section 18, this Sublease shall be subject and subordinate to the terms and conditions of the Lease. Sublease shall be subject to any prohibitions and restrictions, in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease.

DISTRICT: INDEPENDENT SCHOOL DISTRICT NO. 284

By: \_\_\_\_\_  
Its: Board Chair

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

By: \_\_\_\_\_  
Its: Board Clerk

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

SUBLESSEE:

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

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

Its: \_\_\_\_\_

**EXHIBIT A**

**First Student Inc**

**RATES FOR STUDENT TRANSPORTATION SERVICES**

**SERVICE RATES: SY 2022-2023 and SY 2023-2024**

**A. Regular Education Transportation to and from school as outlined in specifications above.**

**2. School Bus Cost Per Day with Facility described in Attachment 2 77 Passenger**

NOTE: Route time **does not** include time to get to and from the bus terminal (before and after routes).

NOTE: Routes will pay additional ¼ hour only, if they run more than 5 minutes over contracted time.

	<u>2022-23</u>	<u>2023-24</u>
<u>4.5 hour route per day</u> (short Routes)	\$ 450.19	\$ 470.45
<u>5 hour route per day</u> (long Routes)	\$ 481.61	\$ 503.29
<u>Additional Cost per ¼ hour over 5 hours</u>	\$ 15.71	\$ 16.42
<u>Votec/HTC</u>	\$ 112.52	\$ 117.58
<u>Choice routes (double)</u>	\$ 596.92	\$ 623.78
<u>Targeted Services</u>	\$ 150.66	\$ 157.44
<u>Late Activity routes per day</u>	\$ 150.66	\$ 157.44
<u>Regular Ed Summer School route per day</u>	\$ 257.50	\$ 269.09

Regular Ed Summer routes are defined as a Regular Ed route taking place between the last day of the school year and the first day of the new school year.

**C. Extracurricular Trips**

NOTE: Contractor shall supply the District with all field trips needed to fulfill the district requirement. All time and mileages are calculated from the school back to school. Dead head miles and hours are not included to get from the terminal to the school and back to the terminal after the trip. A list of trips for the past school year is available.

	<u>2022- 23</u>	<u>2023-24</u>
Activity/Field trip base charge per hour (3 hour/ <u>40</u> mile min.):	\$ 186.80	\$ 195.21
Cost per mile over 40 miles:	\$ 3.56	\$ 3.72
Cost per 1/4 hour over 3 hours:	\$ 15.21	\$ 15.89
In District – No stay or stay less than 2 hours:	\$ 120.17	\$ 125.58
Trailer charge:	\$ 96.15	\$ 100.48
Cancellations		

- d. There will be a charge of \$50.00 for any bus canceled on arrival at the destination point of origin.
- e. There will be a charge of \$25.00 for any bus canceled one (1) hour or less of the scheduled arrival time at the designated point of origin.
- f. There will be no charge for any bus canceled more than one (1) hour from the scheduled pickup time at the designated point of origin.

**RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE**

The district has the right to extend this contract for 2 additional years (2024-2025 and 2025-2026).

If the School District elects to extend the contract, the rates established for the 2023-2024 school year will be adjusted for the said school year based upon

For the 2024-2025 School Year the contractor agrees to operate at an increase of 4.5%

For the 2025-2026 School Year the contractor agrees to operate at an increase of 4.5%



Independent School District #284  
210 County RD 101 N  
PO Box 660  
Wayzata, MN 55391

PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minn. Stat. 123(b).52, subdivision 1 or 3, this Agreement is made and entered into as of the 1st day of August 2022, by and between Independent School District #284, Wayzata, Hennepin County, Minnesota, hereinafter called “District” and Main Line Transportation, Inc.(MTI), hereinafter called “Contractor.”

WITNESSETH

WHEREAS, District selected Contractor to provide the special ed pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such special ed pupil transportation service to the District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The term of this Agreement shall commence August 1, 2022 and shall continue through July 31, 2024. For Purposes of this Agreement, the term “Contract Year” shall mean each one year period commencing August 1 during the term of this Agreement. In addition, the District reserves the right to negotiate extensions to the contract.

2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District’s needs for Special Ed pupil transportation, services Special ED To and From, Special Ed Choice is Yours, and Midday Special Ed, Special Ed Summer School, as described in the **Bus Transportation Specifications and Conditions**, see **Exhibit B**, which is incorporated by reference in this Agreement.

3. 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 set forth in **Exhibit A** attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

Special Ed pupil transportation, services Special ED To and From, Special Ed Choice is Yours, and Midday Special Ed, Special Ed Summer School

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in **Exhibit A** attached hereto no later than 30 calendar days after the receipt of invoice.

#### Supplemental Transportation

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in **Exhibit A** attached hereto for the service categories – all other Special Ed school transportation services, extra-curricular and athletic trips, and activity and field trips. After verification of the statement, District shall pay the amount due to Contractor within 30 days of receipt of invoice.

#### 4. FUEL COST ADJUSTMENT

Contractor shall furnish all fuel to be used in its performance of this agreement with copies of invoices to be provided to the district monthly. If fuel prices fluctuate during the term of this contract, the school district and/or contractor have the right to impose the fuel clause described below.

##### Fuel Clause

The School District agrees to pay for diesel fuel expenses in excess of \$6.00 per gallon. The contractor must reimburse the District for fuel purchased at less than \$2.50 per gallon.

The School District agrees to pay for Propane fuel expenses in excess of \$3.50 per gallon. The contractor must reimburse the District for fuel purchased at less than \$1.50 per gallon.

The School District agrees to pay for Gasoline fuel expenses in excess of \$5.00 per gallon. The contractor must reimburse the District for fuel purchased at less than \$1.50 per gallon.

All costs are calculated by the average cost of fuel per gallon for the month minus transport costs, Minnesota petro cleanup costs, or federal tax. Detailed Invoices from the fuel provider will be submitted along with the transportation invoice. The total number of gallons used will be based on the round-trip mileage including live and terminal to terminal miles of all routes as determined, using the Tyler Tech VersaTrans RP routing system, divided by an average of 6 miles per gallon. If the contractor uses a terminal outside of the school district, the school district reserves the right to use the Wayzata district center as the terminal location to establish round trip mileage for purposes of calculating the fuel used.

## 5. CONTRACTOR RESPONSIBILITIES

The Contractor shall annually provide the District with a “service plan for pupil transportation services”. Contractor shall work with District’s Administration or designee in planning services and otherwise implementing the Agreement. This service plan and required reports delivered to the District as described in **Bus Transportation Specifications and Conditions, Exhibit B**

District shall notify Contractor whenever changes are necessary in routes, stops, and schedules and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from District. The Contractor is encouraged to recommend changes in bus stops and routes that improve service, safety or efficiency. Contractor must receive prior approval before implementing any changes.

The Contractor shall support student school bus safety training at each school as required by the district.

## 6. RECORDS AND REPORTS

Contractor shall provide those reports and records as described in **Bus Transportation Specifications and Conditions, Exhibit B**, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor’s performance or for state and District reporting. Reports may include, but are not limited to:

- Crash Reports
- Student Discipline Reports
- Bus Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Monthly Bus Ridership Reports (load counts)
- Driver Qualification Reports

## 7. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the District. Contractor shall be responsible for, and hold district harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

## 8. INSURANCE

Contractor 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 Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

<b><u>Minimum limits of insurance shall be:</u></b>	<b><u>Per Person</u></b>	<b><u>Per Accident</u></b>
Bodily injury liability	\$1,000,000	\$4,000,000
Property Damage liability		\$100,000
Medical Payments	Statutory Coverage	
Worker's Compensation	Statutory Coverage	
Umbrella Liability	\$5,000,000	\$5,000,000

Contractor agrees to provide District a certificate of insurance evidencing such coverage and designating District as an additional insured. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to District.

#### 9. INDEMNIFICATION

Contractor shall hold District, its governing board, officers, employees, and agents harmless and does hereby indemnify 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 Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of 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 Contractor, its agents or employees.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

#### 11 CONTRACT SECURITY

Contractor may be required to furnish District with performance security in an amount of 100% of performance of Contractor's duties under this Agreement. Such contract security may be in the form of a performance bond or other security acceptable to District and Contractor. District reserves the right to waive the performance security.

## 12. FORCE MAJEURE

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

## 13. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

Monetary fines maybe assessed by the District to the Contractor for noncompliance to the terms of this contract and/or **Bus Transportation Specifications and Conditions, see Exhibit B**. All fines are per occurrence and will be subtracted from the monthly invoice.

Unreasonable and continuing violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract

Examples of Non-compliance but not limited to:

1. A fine of \$800 per day may be imposed on the Contractor for any of the following:

- allowing a driver to drive a route without the appropriate driver's license
- not running a route due to lack of drivers or equipment
- running a route with a vehicle that does not have a current inspection sticker
- running a route without an aide, if an aide is required by the District
- running a route without proper equipment as required by student's IEP
- Failure to notify the School District of accidents.

2. A fine of \$500 per day may be imposed on the Contractor for any of the following:

- running a route without the required equipment as outlined above
- running a route more than 15 minutes late unless due to a vehicle breakdown, poor weather, or an act of God
- allowing a driver to drive in the District who has been suspended from the District for cause
- transporting persons other than those assigned by District #284 without prior approval from the School District
- transporting non-school age children on any bus during route time
- drivers use of a personal cell phone at any time while the bus is in motion, or when students are on board
- smoking on a school bus contracted by the District
- GPS tracking device not functional

14. INCLEMENT WEATHER / SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall attempt to notify Contractor prior to 5:45 AM. The Contractor is expected to assist the school district in observing weather and road conditions, and shall provide their advice and opinion as requested. Should the number of days transportation is required to decrease during the school year, as a result of weather conditions, strikes, gas shortages, school closing and emergencies, the base contract will be adjusted as specified in **Bus Transportation Specifications and Conditions, see Exhibit B.**

15. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the District Emergency Plan. District may review and require changes or additions to plan.

16. MANAGEMENT PERSONNEL

The contractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible for the provision of all services required in the District contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with the District Designee for purposes of service coordination. The District expects that the manager/supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform District of the name, and business address, e-mail address and cell phone number of such management personnel. The District reserves the right to interview and approve the Manager. The contractor agrees to the personnel staffing requirements described in the **Bus Transportation Specifications and Conditions, Exhibit B.**

17. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. The Contractor will consistently conduct a proactive recruitment campaign and periodically update the District on these efforts. Contractor shall provide qualified drivers, trained and licensed in accordance with all applicable laws as well as the rules and regulations of District. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license authorizing such person to operate a school bus in the state of Minnesota.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which would limit the safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, students with special needs, human relations, behind-the-wheel school

- bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
  - f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
  - g. Meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses under this Agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include training described in the **Bus Transportation Specifications and Conditions, Exhibit B**.

Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all District Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require Contractor to remove from service under this Agreement any employee who, at District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing.

## 18. EQUIPMENT

All school buses supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor

shall maintain the school buses used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. District reserves the right to review maintenance records at any time during Agreement.

Buses supplied by the Contractor shall comply with vehicle requirements outlined in **Bus Transportation Specifications and Conditions, see Exhibit B** with the following exceptions.

1. Vehicles are not required to have an external PA system
2. Type A Sped buses only are required to have “one” camera video recorder.

Age of vehicle will be determined by date indicated on manufacturer’s plate.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom District orders services, including an adequate number of spares.

Buses shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

Contractor shall provide access to their GPS system for both current and historical data to the school district and/or their designee. GPS system must comply with the requirements outlined in **Bus Transportation Specifications and Conditions, see Exhibit B.** or be approved by the District in writing.

Contractor shall assist the school district with parent notification system as required to help provide updated information to parents.

## INTERIOR MARKING

- a. All vehicles will display a poster of “Student Bus Behavior Rules”
- b. All vehicles will display a poster of “School Bus Danger Zone”

Contractor must provide contingency plan for vehicles that operate beyond range of two-way radio signal.

## 19. FACILITIES

1. The contractor will provide a facility at its own expense.

Contractor must equip facility with proper furniture, facsimile machine, maintenance equipment, and basic comforts for staff and employees.

Adequate phone lines, computers, printer, copier, internet access to be able to accommodate access to the districts routing system and video upload site, and a facsimile machine or scanner. Contractor must provide a 24-hour answering service, or provide cell phone numbers of key staff

members that can be reached 24 hours each day. Terminal must be equipped as outlined in **Bus Transportation Specifications and Conditions, see Exhibit B**

20. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's 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 without authorization. All discipline problems shall be reported in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

21. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the District.

22. TERMINATION

If either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material 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.

District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual Agreement.

23. PLACE OF CONTRACT

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 the contract to the "State" shall mean State of Minnesota.

24. SURVIVAL

The mutual obligations described in COMPENSATION AND BILLING; and INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

25. 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 the Agreement shall remain in full force and effect.

26. MODIFICATION

Contractor and District 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.

27. NOTICE 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 Mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Wayzata Public Schools  
Director of Business Services  
PO Box 660  
Wayzata, MN 55391

Notices to Contractor  
Chuck Robinson  
3510 Kilmer Ln N  
Plymouth, MN 55441

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.

28. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_th day of June 2022.

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

Chuck Robinson  
Owner/President  
Main Line Transportation

By: \_\_\_\_\_  
Chair, Board of Education

By: \_\_\_\_\_  
Clerk, Board of Education

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

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

(Note: Exhibit A & B shall be attached)

Exhibit B

# Wayzata Public Schools



REQUEST FOR PROPOSALS  
**STUDENT**  
**TRANSPORTATION**  
**SERVICES**

**PROPOSAL OPENING:**

**Tuesday, April 19, 2022, 10:00 AM**  
**Wayzata Public Schools**  
**Central Services Facility**  
**17305 19<sup>th</sup> Ave N**  
**Plymouth, MN 55447**

[WWW.WAYZATASCHOOLS.ORG](http://WWW.WAYZATASCHOOLS.ORG)

# INDEPENDENT SCHOOL DISTRICT 284

Central Services Facility  
17305 19<sup>th</sup> Ave N  
Plymouth, MN 55447

## REQUEST FOR PROPOSALS

### ***NOTICE TO SERVICE PROVIDERS***

Sealed Proposals will be received by Independent School District 284 at its Central Services Facility, 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447 until 10:00 A.M. April 19, 2022, at which time all proposals will be opened and read publicly. Proposals are being requested on the purchase of Student Transportation Services.

A mandatory informational meeting will be held at the Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447, at 10:00 AM. on Tuesday, March 29<sup>th</sup>, 2022, at which time prospective service providers may inform themselves of the District's specific transportation needs. Service Providers may also examine maps, schedules, current route lists and other information made available by the District.

Proposals must be submitted on proposal forms "**Exhibit A**" furnished by the District and be in accordance with the specifications. The School District reserves the right to waive technicalities or irregularities; to accept or reject any portion of a quotation, when quotations are by items and to accept or reject any or all quotations; and to make arrangements in the best interest of the School District. All proposals are to be addressed to the Transportation Department and be properly identified with the inscription: **STUDENT TRANSPORTATION SERVICES PROPOSAL.**

Specifications will be available at Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447 on March 17<sup>th</sup>, 2022. A copy may also be provided electronically by e-mail request to Rich Enga, Transportation Supervisor, at e-mail address: rich.enga@wayzataschools.org. Questions regarding the specifications must be addressed to Rich Enga, Transportation Supervisor, via e-mail at rich.enga@wayzataschools.org. Questions concerning this quotation must be made in writing and response to such questions will be made in writing. All proposals, once delivered to the District, must remain effective until 60 days after the opening.

INDEPENDENT SCHOOL DISTRICT 284

**Wayzata Public Schools  
Central Services Facility  
17305 19<sup>th</sup> Ave N  
Plymouth, MN 55447**

Proposal: Student Transportation Services

Submitted By: Firm Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Date: \_\_\_\_\_

## Specifications & Quotations

1. Proposals will be publicly opened at:  
10:00 a.m. (CST) Tuesday, April 19, 2022  
in the **Wayzata Public Schools Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447**
2. Proposals: Sealed proposals must be enclosed in an envelope bearing the inscription:

### **PROPOSAL Student Transportation Services**

as well as the name and address of the vendor and shall be submitted on specifications and proposal forms and directed to **Attn: Transportation, Independent School District 284**, as required by the Clerk of Independent School District 284 and will be opened at the Central Services Facility, on the date stated above. All prices and proposals must be in ink or typewritten and must remain firm for sixty (60) days from date of quotation. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal.

# INDEPENDENT SCHOOL DISTRICT 284

## Request for Proposals

### Bus Transportation Specifications & Conditions

#### Section I: Instructions

1. Independent School District 284 requests proposals for Regular Transportation Service for two years commencing with the 2022-23 school year. Proposals will be received until 10:00 a.m., Tuesday April 19, 2022, in the **Wayzata Public Schools Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447**.
2. A copy of the specifications may be picked up in the Wayzata Public Schools Central Services Facility 17305 19<sup>th</sup> Ave N, Plymouth, MN 55447. A copy may also be provided electronically by e-mail request to Rich Enga, Transportation Supervisor, at e-mail address: [rich.enga@wayzataschools.org](mailto:rich.enga@wayzataschools.org)
3. The School District reserves the right to waive technicalities or irregularities; to accept or reject any portion of a quotation, when quotations are by items and to accept or reject any or all quotations; and to make arrangements in the best interest of the School District.
4. The successful contractor may be required to furnish a Performance Bond.
5. Questions regarding the specifications should be directed to Rich Enga, Transportation Supervisor at [rich.enga@wayzataschools.org](mailto:rich.enga@wayzataschools.org)
6. Service award and proposal acceptance shall be based on, but not limited to, the factors of:
  - a. District evaluation of the company's ability to provide adequate service.
  - b. Ability to provide adequate number of School Bus Drivers to fulfill the transportation needs of the district.
  - c. Industry reputation and experience of the company.
  - d. Knowledge of company past performance.
  - e. Cost of service.

Section II      General Directions

2.1      Duration:

The service shall be for the 2022-2023 and 2023-2024 school years, with an option to extend the contract for an additional two years. The School District shall have the right to terminate the contract effective with the beginning of the school year by giving ninety (90) days written notice.

2.2      Service Within the District:

Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the District for the contracted period to the various schools according to a time schedule and/or routes determined by the District. There shall be no change in any bus route or time schedule without the consent of the District. It is understood by the Contractor and the District the annual consideration provided in the contract is for the entire school year. In the event changes are made by the District concerning the number of student days or vehicles required, the payment to the contractor shall be changed accordingly.

2.3      Service Outside of the District:

Contractor shall furnish equipment and personnel as required by the School District to provide daily transportation of students outside the District to such locations according to the students' needs.

2.4      Contract and Performance Bond:

The successful proposer shall enter into a formal contract based on the conditions and specifications as set forth herein. The successful proposer may be required to supply a Performance Bond equal to 100% of the anticipated contract amount, before commencing services, and shall provide liability and property damage insurance as herein described. If there is a cost for this bond, please state the cost as part of this proposal.

2.5      School District Agent:

For purposes of communication with the School District regarding the transportation contemplated by the Contract, the Contractor shall communicate with the Transportation Supervisor at [rich.enga@wayzataschools.org](mailto:rich.enga@wayzataschools.org)

2.6      Award:

District 284 reserves the right to waive any formalities and irregularities to accept or reject in whole or in part all proposals and to award a contract which in its judgment is in the best interest of the School District.

2.7      Proposal Form:

Contractors shall submit their proposal on the Forms included with these specifications. Proposals may not be withdrawn for a period of 60 days without the consent of the School Board.

Section III      Specific Conditions

3.1      Instructions for Submitting Proposal:

- 3.1.1    Any written proposal containing an alteration or erasure of price contained in the proposal may be rejected unless the alteration or erasure is corrected as follows: An alteration or erasure may be crossed out and the correction printed in ink or typewritten adjacent thereto, and initialed in ink by the person signing the proposal.
- 3.1.2    As part of the preparation, a contractor shall fully inform themselves of School District needs by personal visitation and conferences prior to submission of written proposal, and may examine maps, schedules, current routes, and other necessary information available at the office of the Transportation Supervisor. A mandatory pre-proposal meeting will be held with any interested contractor. See published notice for date.
- 3.1.3    Contractors shall furnish with their proposal a written biography and statement indicating the type and extent of transportation experience, references, a list of names of school districts currently serving and previously served, including dates of service. See Appendix A.
- 3.1.4    Contractors shall furnish with their proposal a written biography and statement indicating a detailed driver hiring and retention plan. Including Hiring plan, planned wages, planned hiring/retention bonuses and other available resources the company utilizes if unable to hire local drivers. See Appendix C
- 3.1.5    A financial statement with bank references is required and shall be submitted with the proposal.

3.2      Vehicles:

- 3.2.1    School buses shall be approved by the District and sufficient vehicles shall be available. No scheduled route bus shall be more than 10 years old and no spare bus shall be more than 12 years old. The average age of route buses shall be no more than 6 years old.
- 3.2.2    Included in the proposal shall be a list of equipment the Contractor proposes to utilize in services provided. They shall include with the proposal evidence they have such equipment in their immediate possession, or certification from a manufacturer or authorized representative that such equipment will be provided for service prior to the start of the contract. See Appendix B
- 3.2.3    Additional equipment – Additional equipment such as wheelchair lifts may have to be added throughout the year and shall be provided as needed. Equipment which is unique to meet the needs of an individual student shall be identified by the School District and be at the expense of the contractor

- 3.2.4 All vehicles shall be equipped with:
- A. 2-way radios
  - B. Back-up alarms
  - C. An external P.A. system
  - D. A Digital Camera system (2 cameras minimum)
  - E. A swing gate
  - F. An electronic device that assures that the bus has been checked for students before the driver leaves the vehicle.
  - G. Acoustic ceilings to dampen sound
  - H. Tinted passenger windows as allowed by law
- 3.2.5 (2) "hand-held" radios must be supplied to the District for all frequencies used by buses operating under this contract.
- 3.2.6 The contractor, at its expense, must place Zonar or Synovia GPS tracking hardware on any vehicle used for the duration of the contract, and must provide the school district or their agent software access to current (live) and historical GPS data. The GPS system must also be compatible and enabled to work with the TylerTech Onscreen/Mystop App.
- 3.2.7 If the school district requests a copy of a video from the camera system, the contractor must upload it to a secure FTP site or electronic means of transferring video that the district can access or deliver the requested video before 11:00 AM the following day.

3.3 Insurance:

3.3.1 Successful Contractor shall maintain during the life of the contract public liability and property damage and excess liability insurance within minimum limits as follows:

A. **Minimum limits:**

Bodily Injury	\$1,000,000	per individual
	\$4,000,000	per occurrence
Property Damage	\$ 100,000	each occurrence
Umbrella Liability	\$5,000,000	

3.3.2 Successful Contractor shall furnish and maintain during the life of the contract Worker's Compensation coverage for the protection of his employees in the amount as required by law.

3.3.3 The Contractor agrees to hold harmless, indemnify and defend the School District, its agents and employees against any and all claims, personal and/or property damage, arising out of the performance of the contract awarded hereunder.

3.3.4 Contractor's liability insurance policy under this section shall name the School District, their employees and agents as additional named insured.

### 3.4 Service Conditions

3.4.1 The number of students transported shall not exceed the rated manufacturer's capacity. Scheduling of the students for arrival at the various school locations shall conform to regular school schedules or the schedule established by the District.

3.4.2 Students with disabilities shall be picked up immediately in front or as near as possible to the home. A disabled student shall load or unload at home or school only from the right side of the vehicle, unless escorted across the street by an aide.

3.4.3 No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students. The District reserves the right to assign attendants to any vehicle if in the best interest of any student.

3.4.4 The successful Contractor shall be highly selective in the employment of drivers. The Contractor will be required to utilize only those drivers holding a valid Class A or Class B CDL with a school bus and passenger endorsement who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to the District. The District reserves the right to comment on the performance of any employee of the Contractor, and Contractor shall take appropriate steps to improve services. The successful Contractor must agree to provide 8 hours annually of in-service time for all drivers utilized in the performance of the contract, including substitute drivers or additional drivers for routes which may be added during the year.

No driver shall be assigned to a route in the District because of their removal from another district for non-compliance of rules, regulations, laws, or procedures without permission from the District.

3.4.5 Smoking Policy: The School District Policy prohibits any person – employee, visitor, student, parent, etc., from smoking or using any tobacco on school grounds, in school owned buildings and in school owned or contracted vehicles. This smoking policy must be adhered to whether or not students are on board.

3.4.6 Successful Contractor shall be responsible for handling complaint and information calls regarding services provided.

3.4.7 The District uses the VersaTrans computer routing software. The supplier shall furnish hardware at their terminal to accommodate VersaTrans. District will furnish the VersaTrans software

3.4.8 The Contractor shall implement a dress code for all employees that shall be agreed to by the District.

3.4.9 Identification Badges must be provided by Contractor for all drivers operating vehicles under this contract

3.5 Use of Contractor's Equipment:

It is agreed by the Contractor and the District in the event the Contractor is unable to provide transportation services as specified in whole or in part because of acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, lack of fuel, or any other condition, the District may solely, at its' option excuse the Contractor from performance and terminate the contract, or shall have the right to assume the operation of such buses, with school employees or other persons as the District may deem appropriate. The District shall pay to the Contractor for such buses the same amount specified in the heretofore mentioned rate schedule, less all expenses and costs incurred by the District in providing the services contemplated by the contract.

3.6 Payments:

Payments to the contractor by the School District will be made on a monthly basis. Payments will be made within 30 calendar days after the receipt of the invoice.

3.7 Assignments:

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the District. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior liens of all persons first, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary.

The hours available to the School District is route time and **does not** include time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time. Extra curricular, Athletic, and Field trips shall be billed from the Scheduled pick up time at the school until the return to the school.

3.8 Title IX Compliance Notice – Nondiscrimination Policy:

As required by Title IX of the Education Amendments of 1972, notification is being given to all contractors or entities providing benefits or services to Independent School District No. 284 employees of the non-discrimination policy adopted by Independent School District No. 284, stated as follows:

Equal Opportunity

"The School District will provide equal employment opportunity for all applicants and employees. The School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status or veteran status. The School District also makes reasonable accommodations for disabled employees.

"Title IX prohibits school districts from doing business with any contractor or vendor not complying with Title IX requirements."

All vendors must comply with OSHA regulations where applicable.

3.9 Taxes:

The Contractor shall pay all taxes imposed on any equipment, supplies or services to be furnished. It is recognized by and between the parties that there will be no liability on the part of the School District for any type of tax assessed thereon.

3.10 Scheduling:

The District shall schedule the routes and the Contractor shall operate the buses according to the routes established. The Contractor shall furnish the District any information pertinent to the scheduling of the routes. The Contractor shall cooperate with the District in maintaining a good public relations program with the community in its daily communications related to routes, bus schedules and operations.

3.11 Equipment Maintenance:

Contractor shall maintain a regular staff of qualified mechanics to insure proper maintenance of all equipment used in the transportation of students in strict accordance with the State of Minnesota Standards for School Buses, and shall maintain said equipment in good mechanical order at all times. All buses shall be kept in a clean and sanitary condition and open to the District for inspection at all times. All vehicle inspection reports must be forwarded to the School District after each yearly inspection as well as any non-regularly scheduled inspections.

3.12 Supervisory and Liaison Personnel:

Contractor shall provide a readily available supervisor to oversee vehicles, personnel, services required and to serve as a liaison to the School District Staff. The School District shall have the right to approve the supervisor.

The contractor shall provide a Route Dispatcher(s), who will dispatch buses, provide daily ongoing assistance to drivers on all school days. A Route Dispatcher must be present in the dispatch office at all times during bus operations, ready and able to respond to emergencies.

The contractor shall provide a Safety Director/Field Supervisor. The Safety Director provides scheduled daily supervision of buses and implement safety program to include, but are not restricted to, bus evacuation drills, training of bus patrols, program presentations to students and

any other safety efforts deemed necessary by the District or Contractor. A daily log is maintained and submitted to the District each month, if requested.

### 3.13 Terminal Location, Office Facilities, and Standby Vehicles

The District prefers a terminal location within the District.

If the Terminal is located outside the District, the contractor must have an adequate number of standby buses within the School District during route hours. The terminal location must be stated in the proposal, and must be within 25 minutes of any location in the district.

Office (with dispatcher available at all times for telephone calls to be received and Messages answered without delay).

Bus maintenance facility and parking lot may be leased by the District and, if so, the contractor will be considered a "sublessee", abiding by all terms of the lease, the transportation contract, and the attachments to this proposal. If the District is unsuccessful in obtaining the lease, the contractor will provide and be responsible for its own facility. If Special Ed transportation and Regular Ed transportation are awarded to separate contractors, the contractor performing Regular Ed transportation will become the "sublessee" and the Special Ed contractor will be responsible for providing its own facility.

Suitable driver training facilities and equipment provided.

Bus washing facilities will be provided and maintained by the contractor for schedules weekly washing as necessary to keep vehicles clean and safe.

Adequate phone lines, computers, printer, copier, internet access to be able to accommodate access to the districts routing system and video upload site, and an image scanner. Contractor must provide a 24-hour answering service, or provide cell phone numbers of key staff members that can be reached 24 hours each day.

### 3.14 Safety Program:

The Contractor shall administer an effective driver safety program. A driver supervisor or trainer shall ride with every driver at least once per year for the purpose of observing their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published time schedules. Copies of these evaluations must be made available to the district. The District reserves the right to evaluate any driver at any time to assure compliance with driving practices and District procedures.

### 3.15 Driver and Assistant Training:

All bus drivers operating buses under this contract shall receive training according to the standards below.

- a. New drivers not previously licensed to drive a school bus shall receive not less than 8 hours of classroom and 12 hours of in-vehicle (actual driving time) instruction.

- b. New drivers currently licensed to drive a school bus shall receive not less than 8 hours of classroom instruction, and an evaluation of their driving skills with necessary in-bus training to bring their skill levels up to acceptable levels.
- c. Continuing drivers and all new drivers shall also receive training through regular scheduled safety meetings and through School District bus driver meetings.
- d. School Bus Safety Training must be documented for all drivers, and this documentation must be provided to the School District.

All drivers and assistants under this contract 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, 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. Student special needs and medical data will be provided to the successful contractor to the extent allowed by federal, state, or district; laws, rules or policies.

3.16 Contractor Not an Agent:

In the interpretation of this agreement and the relations between the Contractor and the District, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District.

3.17 Accident / Incident Reports:

In the event of an accident / incident, a verbal report shall be given immediately to the District Transportation Office. If this office is not immediately available the Director of Facilities/Transportation shall be called, if no one is available there, the Director of Business Services shall be called, and if that person is not available the Superintendent of Schools shall be called. . If an accident/incident occurs on a special needs bus, the Special Services Office will be contacted as well. A written list of students on board must be provided as soon as possible (preferably within one hour) following the accident / incident. A written report will be submitted to the District Transportation Office within one working day of the accident / incident

**Section IV      Miscellaneous Provisions**

4.1 Applicability of Laws:

- 4.1.1 Anything herein notwithstanding, successful Contractor shall comply with applicable provisions of the State of Minnesota Motor Vehicle Code, State Board of Education rules and regulations relating to student transportation, the construction, design, operation of equipment, safety accessories for equipment, vehicle codes and other applicable laws, and rules and regulations prescribed by State and County relating to the transportation of students.
- 4.1.2 The attached proposal by the School District for the transportation contemplated by these specifications shall be reduced to a written contract, and the successful Contractor agrees

to execute such contract for transportation, which will refer and include by reference these specifications. It is understood that no contract for transportation will be effective until executed by the successful Contractor and the School District.

- 4.1.3 The successful Contractor shall comply with the School District's adopted transportation regulations, which are part of its regulations, which are part of its administrative code, so far as is applicable to performance in the transportation of students, a copy of which will be made available to any person desiring to submit a proposal.

#### 4.2 Reports:

The following reports will be required:

- Driver report. This report must include the names, addresses, license number and current work assignment of each driver (route or sub drivers). Due August 15<sup>th</sup>.
- Driver training report. This report will show the driver's training during the school year. Should include date, safety topics and hours. Due May 1<sup>st</sup>.
- Mileage report. This report must include all miles driven by category (Special Ed, Regular Ed, Shuttles and Field Trips etc.). Due July 1<sup>st</sup>.
- Fleet report. The report must contain all vehicles used (routes and spares) for the purpose of transporting students in the District. Report to include: (Vin number, year, model, category and all requirements stated in section 3.2. Due August 15<sup>TH</sup>.
- Staffing report. This report must include a list of all Non Driving staff used by the Contractor to fulfill this contract. (Management, Dispatcher, Etc.). Due August 15<sup>TH</sup>.

#### Section V      Conclusion

- 5.1 Independent School District No. 284, in compliance with the duties and obligations placed upon it by the Education Laws of the State of Minnesota and the rules, regulations, and directions of the Board of Education of the State of Minnesota has the responsibility to safeguard the comfort and safety of each student. In order to provide for the orderly operation of its academic program and education system, will require strict adherence to the specifications and of the contract to be awarded, including such specifications particularly but not limited to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, constant attendance of qualified supervisory personnel, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and order of the School Board, Superintendent of Schools and any of his/her designated personnel, the officials and peace officers of any and all municipalities and of any and all other persons or bodies having jurisdiction or control of any subject matter or performance of the contract.

- 5.2 Contractors are instructed to read the specifications and be expected to comply in the event of award. In the event of any misunderstanding as to the meaning of specifications, the Contractor shall contact the Transportation Department for clarification.

Section VI      Transportation Services Required

6.1      Regular Transportation:

- 6.1.1      Transportation for public and non-public schools.
- 6.1.2      From the assigned bus stops, and to various buildings as assigned.
- 6.1.3      The route information is based on the 2021-2022 school year. Routing information, including VersaTrans route sheets (with mileage data) will be made available upon request.
- 6.1.4      The Contractor shall have adequate spare buses to take care of all emergencies and field trips. The number of spare buses should be shown with the list of buses attached to the proposal. If the contractor is unable to use its own buses for field and/or activity trips, it is the contractor's responsibility to sub contract for the needed buses and to bill the school district for the service at the standard contract rates.
- 6.1.6      During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary.

The hours available to the School District is actual route time and **does not** include time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school, when there is bad traffic, and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time.

For payment purposes, the route time totals will be determined based on the time shown in the Versatrans routing system.

- 6.1.7      The starting time of the routes will be determined by the School District and adjusted as necessary.
- 6.1.8      Bus routes and stops will be determined by the School District. Bus drivers will be asked to cooperate in maintenance of bus stops. Safety, age of students and traffic conditions will be considered in routing and assignment of bus stops.
- 6.1.9      The School District reserves the right to change or alter routes. In the event such a change is necessary the School District shall give the Contractor reasonable notice of the change.
- 6.1.10     The School District reserves the right to reduce, or expand the number of Contractor buses, and to adjust the contract because of the change. Any change in the Contract will be discussed with the Contractor before changes are made.
- 6.1.11     If school is closed due to inclement weather, or for any other reason, and days not made up, the contract shall be prorated for the reduction in number of days.

6.2 Bus Route Information

The proposal shall be based on furnishing school buses for the Wayzata Public School District. Proposals shall All regular route buses must be a minimum of 77 passenger capacity.

The information pertaining to school times is as follows and is based on the Current school year:

**2021/2022 BELL TIMES**

School	Grades	Bus Arrival	Classes Begin	A.M. Kind.*	P.M. Kind.*	Classes Dismiss	Buses Depart
<b><u>PUBLIC</u></b>							
Wayzata High School	9-12	7:55	8:20			3:10	3:20
Wayzata West Middle	6-8	8:55	9:10			4:00	4:10
Wayzata East Middle	6-8	8:55	9:10			4:00	4:10
Wayzata Central Middle	6-8	8:55	9:10			4:00	4:10
Birchview Elementary	K-5	8:15	8:30			3:10	3:15
Gleason Lake Elementary	K-5	8:15	8:30			3:10	3:15
Greenwood Elementary	K-5	7:30	7:45			2:25	2:30
Kimberly Lane Elementary	K-5	7:30	7:45			2:25	2:30
Meadow Ridge Elementary	K-5	7:30	7:45			2:25	2:30
North Woods Elementary	K-5	7:30	7:45			2:25	2:30
Oakwood Elementary	K-5	7:30	7:45			2:25	2:30
Plymouth Creek Elementary	K-5	7:30	7:45			2:25	2:30
Sunset Hill Elementary	K-5	8:15	8:30			3:10	3:15
<b><u>NON-PUBLIC</u></b>							
Holy Name	K-6						

Redeemer Luth. K-8  
 St. Barts K-6  
 Providence K-12

**OTHER**

HTC

Various Spec ed Schools and Times

2021-2022 routes

<b><u>Reg ED</u></b>	<b>Routes</b>	<b><u>Spec ed routes</u></b>	
Long routes	0	Bus	42
Short routes	80	Van	0
		W/C bus	6
Half Routes	6	Assistants	35

Mpls choice sgle 3

**MS late runs**  
**M-R**

**HS Late runs M,W,R**

M/S choice late run	1.00
H/S choice late run	1.00
Late run east	2.00
Late run central	2.00
Late run west	2.00
Votec	1.00

**Section VII. Other Contract Provisions**

7.1 Assignments or Transfers:

7.1.1 The Contractor shall not assign or transfer any part of his obligations and responsibilities in this contract without the prior written approval of the School Board of Independent School District #284.

7.1.2 All Subcontractors hired by the Contractor to provide services required by this contract must be approved by the District. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Contractor.

## 7.2 Changes in Routing and Scheduling

The School District reserves the right to change or alter the route of travel. In the event such change becomes necessary, the School District shall give the Contractor reasonable notice of such change.

In the event that the number or routes in the District is reduced or expanded, the District will alter the contract on a pro rated basis. Cancellation, interruption or change of established service can be made only with the authorization of the School District.

Should the number of days of transportation required change during the school year, the contracts will be adjusted on a prorated basis.

## 7.3 Fines and Penalties for Non-compliance:

Note: All fines are per occurrence and will be subtracted from the monthly invoice

Examples of Non-compliance but not limited to:

1. A fine of \$800 per day may be imposed on the Contractor for any of the following:

- allowing a driver to drive a route without the appropriate driver's license
- not running a route due to lack of drivers or equipment
- running a route with a vehicle that does not have a current inspection sticker
- running a route without an aide, if an aide is required by the District
- running a route without proper equipment as required by student's IEP
- Failure to notify the School District of accidents.

2. A fine of \$500 per day may be imposed on the Contractor for any of the following:

- running a route without the required equipment as outlined above
- running a route more than 15 minutes late unless due to a vehicle breakdown, poor weather, or an act of God
- allowing a driver to drive in the District who has been suspended from the District for cause
- transporting persons other than those assigned by District #284 without prior approval from the School District

- transporting non-school age children on any bus during route time
- drivers use of a personal cell phone at any time while the bus is in motion, or when students are on board
- smoking on a school bus contracted by the District
- GPS tracking device not functional

Unreasonable and continuing violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract

#### 7.4 Fuel Charges

The School District agrees to pay for diesel fuel expenses in excess of \$6.00 per gallon. The contractor must reimburse the District for fuel purchased at less than \$2.50 per gallon.

The School District agrees to pay for Propane fuel expenses in excess of \$3.50 per gallon. The contractor must reimburse the District for fuel purchased at less than \$1.50 per gallon.

The School District agrees to pay for Gasoline fuel expenses in excess of \$5.00 per gallon. The contractor must reimburse the District for fuel purchased at less than \$1.50 per gallon.

All costs are calculated by the average cost of fuel per gallon for the month minus transport costs, Minnesota petro cleanup costs, or federal tax. Detailed Invoices from the fuel provider will be submitted along with the transportation invoice. The total number of gallons used will be based on the round-trip mileage including live and terminal to terminal miles of all routes as determined, using the Tyler Tech VersaTrans RP routing system, divided by an average of 6 miles per gallon. If the contractor uses a terminal outside of the school district, the school district reserves the right to use the Wayzata district center as the terminal location to establish round trip mileage for purposes of calculating the fuel used.

Company Name \_\_\_\_\_

Initials of signer \_\_\_\_\_

**EXHIBIT A**

**RATES FOR STUDENT TRANSPORTATION SERVICES  
SERVICE RATES: SY 2022-2023 and SY 2023-2024**

**A. Regular Education Transportation to and from school as outlined in specifications above. Contractors are welcome to provide pricing on either Regular Ed Transportation, Special Transportation, or Both. The district reserves the right to award Special Ed Transportation and Regular Ed Transportation to separate contractors. If Regular Ed and Special Ed contracts are awarded separately the successful Regular Ed contractor will become the sublessee of the Leased Maintenance Facility described in attachment 2.**

**1. School Bus Cost Per Day with Facility described in Attachment 2: 77 Passenger**

NOTE: Route time **does not** include time to get to and from the bus terminal (before and after routes).

NOTE: Routes will pay additional ¼ hour only, if they run more than 5 minutes over contracted time.

	<u>2022-23</u>	<u>2023-24</u>
<u>4.5 hour route per day</u> (short Routes)	\$ _____ / \$ _____.	
<u>5 hour route per day</u> (long Routes)	\$ _____ / \$ _____.	
<u>Additional Cost per ¼ hour over 5 hours</u>	\$ _____ / \$ _____.	
<u>Votec/HTC</u>	\$ _____ / \$ _____.	
<u>Choice Routes</u>	\$ _____ / \$ _____.	
<u>Targeted Services</u>	\$ _____ / \$ _____.	
<u>Late Activity routes per day</u>	\$ _____ / \$ _____.	
<u>Regular Ed Summer School route per day</u>	\$ _____ / \$ _____.	

Regular Ed Summer routes are defined as a Regular Ed route taking place between the last day of the school year and the first day of the new school year.

Company Name \_\_\_\_\_

Initials of signer \_\_\_\_\_

**B. Special Services Transportation to and from school as outlined in specifications above.**

**Contractors are welcome to provide pricing on either Regular Ed Transportation, Special Transportation, or Both. The district reserves the right to award Special Ed Transportation and Regular Ed Transportation to separate contractors. If Regular Ed and Special Ed contracts are awarded separately the successful Regular Ed contractor will become the sublessee of the Leased Maintenance Facility described in attachment 2.**

**1. Special Services School Bus Cost Per Day with facility described in attachment 2:**

NOTE: Routes will pay additional ¼ hour only, if they run more than 5 minutes over contracted time.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type C/D vehicle	\$ _____	/\$ _____.
Type A vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type A vehicle	\$ _____	/\$ _____.
Type III vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type III vehicle	\$ _____	/\$ _____.
Added Cost per <u>day</u> for Lift Bus	\$ _____	/\$ _____.
Added Cost per live hour for Bus Aide	\$ _____	/\$ _____.

**Summer School Special Ed**

Special Ed Summer routes are defined as a Special Ed route taking place between the last day of the school year and the first day of the new school year.

Special Needs buses with lifts must be available.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle route per day	\$ _____	/\$ _____.
Type A vehicle route per day	\$ _____	/\$ _____.
Type III vehicle route per day	\$ _____	/\$ _____.

Company Name \_\_\_\_\_ Initials of signer \_\_\_\_\_

**2. Special Services School Bus Cost Per Day without facility described in attachment 2:**

NOTE: Routes will pay additional ¼ hour only, if they run more than 5 minutes over contracted time.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type C/D vehicle	\$ _____	/\$ _____.
Type A vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type A vehicle	\$ _____	/\$ _____.
Type III vehicle 5.0 hour route per day	\$ _____	/\$ _____.
Added Cost per ¼ hour - Type III vehicle	\$ _____	/\$ _____.
Added Cost per <u>day</u> for Lift Bus	\$ _____	/\$ _____.
Added Cost per live hour for Bus Aide	\$ _____	/\$ _____.

**Summer School Special Ed**

Special Ed Summer routes are defined as a Special Ed route taking place between the last day of the school year and the first day of the new school year.

Special Needs buses with lifts must be available.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle route per day	\$ _____	/\$ _____.
Type A vehicle route per day	\$ _____	/\$ _____.
Type III vehicle route per day	\$ _____	/\$ _____.

Company Name \_\_\_\_\_

Initials of signer \_\_\_\_\_

**C. Extracurricular Trips**

NOTE: Contractor shall supply the District with all field trips needed to fulfill the district requirement. All time and mileages are calculated from the school back to school. Dead head miles and hours are not included to get from the terminal to the school and back to the terminal after the trip. A list of trips for the past school year is available.

	<u>2022- 23</u>	<u>2023-24</u>
Activity/Field trip base charge per hour (3 hour/ <u>40</u> mile min.):	\$ _____ / \$ _____ .	
Cost per mile over 40 miles:	\$ _____ / \$ _____ .	
Cost per 1/4 hour over 3 hours:	\$ _____ / \$ _____ .	
In District – No stay or stay less than 2 hours:	\$ _____ / \$ _____ .	
Trailer charge:	\$ _____ / \$ _____ .	
Cancellations		

- a. There will be a charge of \$50.00 for any bus canceled on arrival at the destination point of origin.
- b. There will be a charge of \$25.00 for any bus canceled one (1) hour or less of the scheduled arrival time at the designated point of origin.
- c. There will be no charge for any bus canceled more than one (1) hour from the scheduled pickup time at the designated point of origin.

Company Name \_\_\_\_\_ Initials of signer \_\_\_\_\_

**E. Other information regarding billing:**

1. Fuel clause shall be calculated based on all routed Versatrans miles including "live" and "terminal to terminal" miles. Fuel Clause does not apply to Extracurricular Trips
2. The District shall pay a minimum of 1.5 hours for a midday run.
3. The District shall consider all AM/PM routes to have a minimum of 4.5 hours live time.
4. AM only routes shall be paid at 50% of contracted amount.
5. PM only routes shall be paid at 50% of contracted amount.

**F. Performance Bond**

The Contractor may be required to supply a Performance Bond, equal to 100% of the anticipated contract amount, before commencing services. The bond cost, **excluded in the rates**, is as follows:

\$ \_\_\_\_\_ Per Year

**H. ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE**

The district has the right to extend this contract for 2 additional years (2024-2025 and 2025-2026).

The rates established pursuant to the quotation process shall apply to the 2022-2023 and 2023-2024 school years. If the School District elects to extend the contract for the 2024-2025 school year, the rates established for the 2025-2026 school year will be adjusted for the said school year

Please provide a cost for each extended contract year:

For the 2024-2025 School Year the contractor agrees to operate at an increase of \_\_\_\_\_%

For the 2025-2026 School Year the contractor agrees to operate at an increase of \_\_\_\_\_%

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**

**Mainline Transportation Inc**

**1. Special Services School Bus Cost Per Day without facility described in attachment 2:**

NOTE: Route time **does not** include time to get to and from the bus terminal (before and after routes).

NOTE: Routes will pay additional ¼ hour only, if they run more than 5 minutes over contracted time.

	<u>2022-23</u>	<u>2023-24</u>
Type C/D vehicle 5.0 hour route per day	\$ 415.00	\$ 435.75
Added Cost per ¼ hour - Type C/D vehicle	\$ 14.99	\$ 21.80
Type A vehicle 5.0 hour route per day	\$ 415.00	\$ 435.75
Added Cost per ¼ hour - Type A vehicle	\$ 14.99	\$ 21.80
Type III vehicle 5.0 hour route per day	\$ 415.00	\$ 435.75
Added Cost per ¼ hour - Type III vehicle	\$ 14.99	\$ 21.80
Added Cost per <u>day</u> for Lift Bus	\$ 40.00	\$ 42.00
Added Cost per live hour for Bus Aide (2 hour min/ride)	\$ 40.00	\$ 47.25

**Summer School Special Ed**

Special Ed Summer routes are defined as a Special Ed route taking place between the last day of the school year and the first day of the new school year.

Special Needs buses with lifts must be available.

	<u>2022-23</u>	<u>2021-22</u>
Type C/D vehicle route per day	\$ 352.75	\$ 370.40
Type A vehicle route per day	\$ 352.75	\$ 370.40
Type III vehicle route per day	\$ 352.75	\$ 370.40

**C. Extracurricular Trips**

NOTE: Contractor shall supply the District with all field trips needed to fulfill the district requirement. All time and mileages are calculated from the school back to school. Dead head miles and hours are not included to get from the terminal to the school and back to the terminal after the trip. A list of trips for the past school year is available.

	<u>2022-23</u>	<u>2023-24</u>
Activity/Field trip base charge per hour (3 hour/ <u>40</u> mile min.):	\$ 300.00	\$ 315.00
Cost per mile over 40 miles:	\$ 2.50	\$ 2.63
Cost per 1/4 hour over 3 hours:	\$ 25.00	\$ 26.25
In District – No stay or stay less than 2 hours:	\$ 250.00	\$ 262.50
Trailer charge:	\$ 100.00	\$ 105.00

**Cancellations**

- a. There will be a charge of \$50.00 for any bus canceled on arrival at the destination point of origin.
- b. There will be a charge of \$25.00 for any bus canceled one (1) hour or less of the scheduled arrival time at the designated point of origin.
- c. There will be no charge for any bus canceled more than one (1) hour from the scheduled pickup time at the designated point of origin.



**BOARD OF EDUCATION**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Finance and Operations Recommendations

**COMMENTS BY:** DeeDee Kahring, Executive Director, Finance and Operations

**Monthly Financial Reports**

Enclosed for School Board review and information are the following financial reports for the month ended April 30, 2022:

- Analysis of Financial Reports
- Statement of Revenues
- Statement of Expenditures
- Investments Summary

**Recommended Action:** No School Board action is required.

# 2021-22 School Year Financial Report Analysis



For the Month Ended April 30, 2022

Excellence. For each and every student.

## Statement of Revenues Analysis

This analysis reflects revenue received by the month end noted above. Overall revenues are consistent with prior years except for the Community Services Fund, Food Service Fund, and Debt Service Fund.

**Community Services Fund:** Community Services Fund revenue through the end of April was \$11,295,507 compared to \$6,595,778 the prior year. The favorable increase is due to less strict COVID-19 social distancing requirements than the prior year, yielding increased revenues from fee for service programs. Also, revenues from federal sources in the amount of \$357,714 have been recognized in the Community Services fund compared to \$162,000 for the same period of the prior fiscal year.

**Food Service Fund:** Food Service Fund revenue through the end of April was \$7,136,921 compared to \$3,615,461 the prior year. The favorable increase is due to the return to in-person learning at school sites, which has generated increased participation in the District's breakfast and lunch programs. Additionally, during fiscal year 2022 the District is operating under the federal *Seamless Summer Option* program which provides free breakfast and lunch to all students in the District at higher reimbursement rates than previous years. Due to the high participation in the free meal program at the High School, a la carte or local sales have been suppressed, leading to a budget amendment from \$8,015,696 to \$7,489,466.

In January the United States Department of Agriculture announced reimbursement rates for program year 2022. The District will receive an additional \$0.25 for each reimbursable lunch served the remainder of the fiscal year. In April the District received one-time Supply Chain Assistance funds from the federal government in the amount of \$201,477.

**Debt Service Fund:** On June 28, 2021 the School Board approved the sale of bonds to refund the Series 2014A and Series 2014B General Obligation bonds. The District received the proceeds of the refunding bonds, the Series 2021A Taxable General Obligation School Building and Alternative Facilities Refunding Bonds, on July 22, 2021. The proceeds received by the District totaled \$137,249,726 and will be used to refund all maturities of the 2014A and 2014B bonds in February 2023, generating savings for taxpayers of the District in future years. The District's Debt Service Fund budget was revised to account for this event.

## Statement of Expenditures Analysis

This analysis reflects expenditures incurred by the month end noted above and does not include encumbrances. Overall expenditures are consistent with prior years except for the following items:

**General Fund:** Year to date salary and benefit expenditures were approximately 2.0% higher than the previous fiscal year due to staffing variances caused by pandemic uncertainty and its impact on enrollment, as well as renewed collective bargaining agreements. The salary budget was revised by \$2,628,774, exclusive of related benefits, to account for this variance. After the budget revision, actual licensed staff salaries through April were 66.9% of budget compared to the expected 66.7%. The overall General Fund budget was revised from \$183,577,267 to \$192,253,787, which includes \$6,205,287 of federal pandemic relief funds. The entire amount of \$6,205,287 may not be expended in the current year as the many of the funds can be used through fiscal year 2023 or 2024. Capital expenditures through the end of April exceed the budget for due to the irregular timing of expenditures made for long-term facilities maintenance projects, some of which are completed over multiple fiscal years.

**Food Service Fund:** Salary and benefit expenditures of \$2,743,443 represent a \$153,408 increase over the prior year. The increase is primarily attributed to increases to the collective bargaining agreement as well as the return to in-person instruction, necessitating the hiring of a portion of the positions that were left vacant during the distance learning period. Food and milk expenditures are also higher by \$1,326,474 during the current fiscal year due to the increase to the number of meals served after the return to in-person instruction as well as pandemic related inflation. The federal Supply Chain Assistance funds, received in April, will mitigate the impact of increased food costs.

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**Debt Service Fund:** Year-to-date expenditures in the Debt Service Fund are lower than the previous year by \$8,901,415 due to the bond refunding described above as well as the current refunding of the 2012A General Obligation Bonds in fiscal year 2021.

# 2021-22 School Year Statement of Revenues

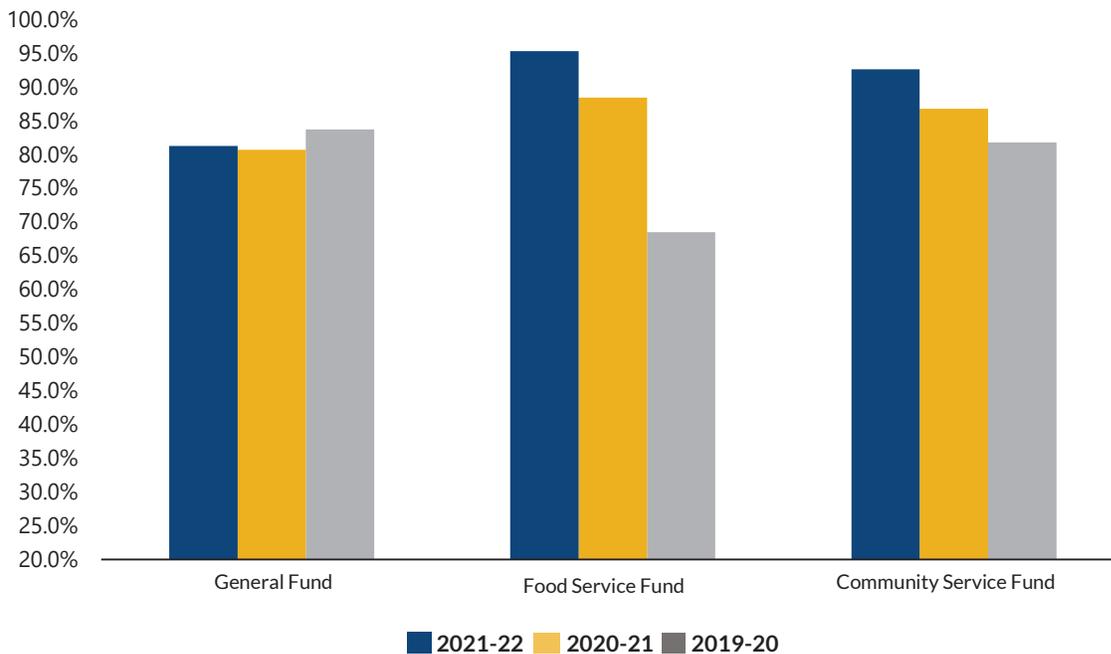
For the Month Ended April 30, 2022



Excellence. For each and every student.

Fund	2021-22		Year-to-Date % of Budget		
	Budget	Actuals	2021-22	2020-21	2019-20
<b>General Fund</b>					
Property Taxes	\$ 66,623,535	\$ 67,331,129	101.1%	99.5%	99.5%
State Aids	107,455,534	81,086,679	75.5%	75.6%	75.6%
Federal Aids	10,301,059	2,359,878	22.9%	50.1%	36.5%
Miscellaneous Local Revenue	5,791,303	3,762,126	65.0%	75.5%	61.0%
Other Financing Sources	-	-	-	-	100.0%
<b>Total General Fund Revenue</b>	<b>\$ 190,171,431</b>	<b>\$ 154,539,812</b>	<b>81.3%</b>	<b>80.7%</b>	<b>83.7%</b>
Food Service Fund	7,489,466	7,136,921	95.3%	88.4%	68.5%
Community Service Fund	12,196,295	11,295,507	92.6%	86.8%	81.8%
Debt Service Fund	14,896,155	15,250,545 <sup>1</sup>	102.4%	100.2%	99.7%
Construction Fund	-	641,767	-	-	-
<b>Total Revenue All Funds</b>	<b>\$ 224,753,347</b>	<b>\$ 188,864,551</b>	<b>84.0%</b>	<b>84.6%</b>	<b>84.2%</b>

**Percent Comparison**  
Year-To-Date to Total Budget



**Notes:**

1 - In July 2021 the District received the proceeds of the Series 2021A General Obligation School Building and Alternative Facilities Refunding bonds in the amount of \$137,249,726. This extraordinary event was omitted from the above report for presentation and data comparability purposes.

2 - The governmental funds revenue budget was revised in February to a total of \$362,541,632. The figure above excludes the amount described in Note 1.

# 2021-22 School Year Statement of Expenditures

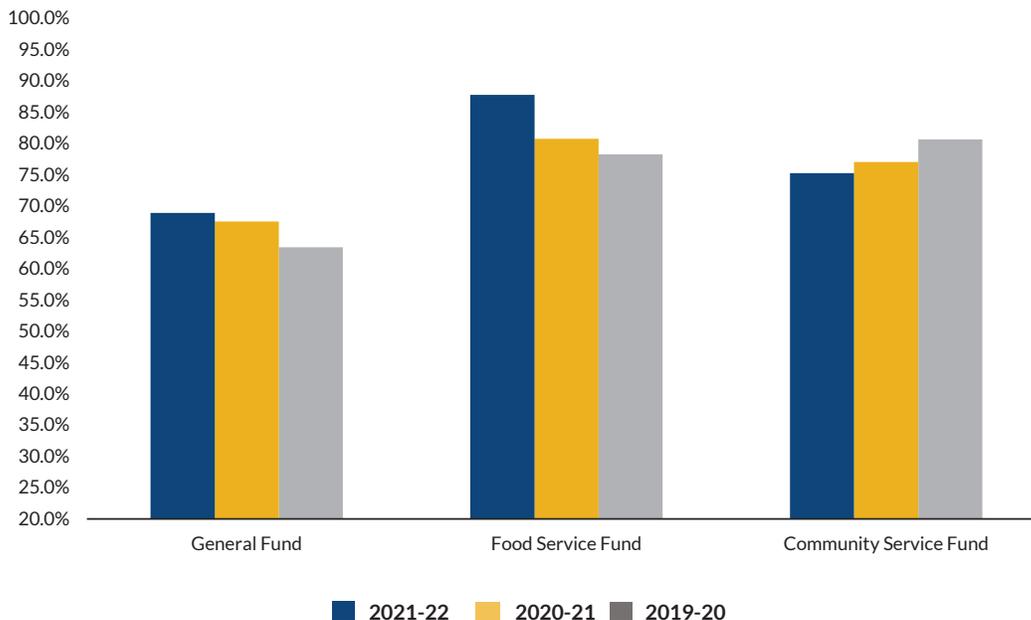
For the Month Ended April 30, 2022



Excellence. For each and every student.

Fund	2021-22		Year-to-Date % of Budget		
	Budget	Actuals	2021-22	2020-21	2019-20
<b>General Fund</b>					
Salaries	\$ 104,624,581	\$ 73,497,663	70.2%	69.7%	70.2%
Benefits	34,038,113	27,503,192	80.8%	80.6%	80.6%
Purchased Services	36,802,352	17,052,343	46.3%	48.5%	65.9%
Supplies & Materials	7,431,274	4,890,716	65.8%	65.9%	48.6%
Capital Expenditures	8,447,088	9,121,021	108.0%	57.5%	59.8%
Other Expenditures	910,379	371,078	40.8%	131.6%	100.0%
<b>Total General Fund Expenditures</b>	<b>\$ 192,253,787</b>	<b>\$ 132,436,013</b>	<b>68.9%</b>	<b>67.5%</b>	<b>63.4%</b>
Food Service Fund	7,219,935	6,334,229	87.7%	80.7%	78.2%
Community Service Fund	11,304,191	8,500,766	75.2%	77.0%	80.6%
Debt Service Fund	14,872,977	14,866,666 <sup>1</sup>	100.0%	100.0%	100.0%
Construction Fund	6,000,000	4,875,473	-	-	-
<b>Total Expenditures All Funds</b>	<b>\$ 231,650,890</b>	<b>\$ 167,013,148</b>	<b>72.1%</b>	<b>74.5%</b>	<b>72.5%</b>

**Percent Comparison**  
Year-To-Date to Total Budget



**Notes:**

1 - In July 2021 the District received the proceeds of the Series 2021A General Obligation School Building and Alternative Facilities Refunding bonds in the amount of \$137,249,726. This extraordinary event was omitted from the above report for presentation and data comparability purposes. The costs of issuance related to the refunding are included.

2 - The governmental funds expenditure budget was revised in February to \$369,439,175.

# 2021-22 School Year Investment Summary

For the Month Ended April 30, 2022



Excellence. For each and every student.

## General Fund:

Investment Held At	Type of Investment	Purchase Date	Maturity Date	Investment Cost	Maturity Amount	Interest Earned	Yield
PMA/MN Trust	Money Market	N/A	NOW	N/A	\$ 102,941	N/A	0.17%
MSDLAF+ Liquid	Money Market	N/A	NOW	N/A	7,750,873	N/A	0.23%
MSDLAF+ Max	Money Market	N/A	NOW	N/A	19,102,222	N/A	0.35%
<b>Total General Fund</b>				<b>\$ -</b>	<b>\$ 26,956,036</b>	<b>\$ -</b>	

## Alternative Facilities Bonds:

Investment Held At	Type of Investment	Purchase Date	Maturity Date	Investment Cost	Maturity Amount	Interest Earned	Yield
MSDLAF+ Liquid	Money Market	N/A	NOW	N/A	\$ 1,348,473	N/A	0.23%
MSDLAF+ Max	Money Market	N/A	NOW	N/A	5,040,176	N/A	0.35%
<b>Total Alternative Facilities Bonds</b>				<b>\$ -</b>	<b>\$ 6,388,650</b>	<b>\$ -</b>	

## 2014 General Obligation School Building Bonds:

Investment Held At	Type of Investment	Purchase Date	Maturity Date	Investment Cost	Maturity Amount	Interest Earned	Yield
MSDLAF+ Liquid	Money Market	N/A	NOW	N/A	\$ 85,712	N/A	0.23%
MSDLAF+ Max	Money Market	N/A	NOW	N/A	494,720	N/A	0.35%
<b>Total 2014 General Obligation School Building Bonds</b>				<b>\$ -</b>	<b>\$ 580,432</b>	<b>\$ -</b>	

## 2018 General Obligation School Building Bonds:

Investment Held At	Type of Investment	Purchase Date	Maturity Date	Investment Cost	Maturity Amount	Interest Earned	Yield
MSDLAF+ Liquid	Money Market	N/A	NOW	N/A	\$ 3,757,643	N/A	0.23%
MSDLAF+ Max	Money Market	N/A	NOW	N/A	3,980,433	N/A	0.35%
<b>Total 2018 General Obligation School Building Bonds</b>				<b>\$ -</b>	<b>\$ 7,738,076</b>	<b>\$ -</b>	



**BOARD OF EDUCATION**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Finance and Operations Recommendations

**COMMENTS BY:** DeeDee Kahring, Executive Director, Finance and Operations

**Certifying the 2022 Population Estimate**

Pursuant to M.S. 275.14, a school district may submit an update of its resident population estimate to the State Demographer for approval. The population estimate update must be adopted by a board resolution by July 1, 2022 and submitted to the State Demographer by no later than July 15, 2022. If approved by the State Demographer, the district's population estimate will be used in calculating its community education revenue.

**Recommended Action:** Approve a resolution certifying the District's resident population estimate of 75,617 as of June 2022.

Motion by: \_\_\_\_\_

**ROLL CALL**

Passed: \_\_\_\_\_

Second by: \_\_\_\_\_

Failed: \_\_\_\_\_

Abstentions: \_\_\_\_\_



## Board of Education Roll Call Vote

AGENDA ITEM: \_\_\_\_\_

	YES	NO	ABSTAIN	ABSENT
Bonita Lucky	_____	_____	_____	_____
Cheryl Polzin	_____	_____	_____	_____
Milind Sohoni	_____	_____	_____	_____
Linda Cohen	_____	_____	_____	_____
Jay Hesby	_____	_____	_____	_____
Heidi Kader	_____	_____	_____	_____
Sarah Johansen	_____	_____	_____	_____

**WAYZATA PUBLIC SCHOOLS**  
Independent School District 284  
Wayzata, Minnesota

**BOARD OF EDUCATION**  
**Regular Meeting – June 13, 2022**

**RESOLUTION**

**CERTIFICATION OF POPULATION ESTIMATE 2021 LEVY OF**  
**WAYZATA INDEPENDENT SCHOOL DISTRICT 284**

WHEREAS, the Wayzata School District has experienced an increase in population from the 2020 census figure of 73,017 to the current census figure of 75,617 as determined by the District Administrators;

NOW BE IT RESOLVED, that the current population of **75,617** for Independent School District 284, located in Hennepin County of the State of Minnesota, be certified to the State Demographer for approval of use in revenue calculation.

This is to certify that, at a meeting of the Board of Education of Independent School District 284, duly called and held on June 13, 2022, the above resolution was adopted.

\_\_\_\_\_  
Sarah Johansen, Chair

\_\_\_\_\_  
Cheryl Polzin, Clerk (Acting)



**BOARD OF EDUCATION**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Finance and Operations Recommendations

**COMMENTS BY:** DeeDee Kahring, Executive Director, Finance and Operations

**School Board Candidate Filing Period**

In conjunction with the November general election, a school district special election shall be held on Tuesday, November 8, 2022. At that election, one (1) member will be elected to the School Board for a term of one (1) year.

A sequence of events pertaining to the election are as follows:

- Resignation of a School Board Director effective September 10, 2021.
- Vacancy occurred less than 90 days prior to the first Tuesday after the first Monday in November in the year in which the vacancy occurred: therefore, a School Board Director was appointed, taking office on October 28, 2021.
- A special election must be held no later than the first Tuesday after the first Monday in November of the following calendar year.
- The person elected at the special election takes office for the ensuing term immediately after receiving the certificate of election and taking the oath of office. The certificate of election is issued to the candidate who received the largest number of votes cast for the office after canvassing the election and after the time for contesting elections has passed.
- The term expires the first Monday in January 2024.

As set by Minnesota Statute, the period for filing affidavits of candidacy for the school board election begins on August 2, 2022 and closes on August 16, 2022.

**Recommended Action:** Adopt the resolution establishing date for filing affidavits of candidacy for November 8, 2022, School Board special election as presented.

Motion by: \_\_\_\_\_

**ROLL CALL**

Passed: \_\_\_\_\_

Second by: \_\_\_\_\_

Failed: \_\_\_\_\_

Abstentions: \_\_\_\_\_



## Board of Education Roll Call Vote

AGENDA ITEM: \_\_\_\_\_

	YES	NO	ABSTAIN	ABSENT
Milind Sohoni	_____	_____	_____	_____
Linda Cohen	_____	_____	_____	_____
Jay Hesby	_____	_____	_____	_____
Heidi Kader	_____	_____	_____	_____
Bonita Lucky	_____	_____	_____	_____
Cheryl Polzin	_____	_____	_____	_____
Sarah Johansen	_____	_____	_____	_____

**WAYZATA PUBLIC SCHOOLS**

**Independent School District 284  
Wayzata, Minnesota**

**BOARD OF EDUCATION**

Regular Meeting – June 13, 2022

**RESOLUTION ESTABLISHING DATES FOR FILING AFFIDAVITS OF CANDIDACY**

**BE IT RESOLVED** by the School Board of Independent School District No. 284, State of Minnesota, as follows:

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 284 shall begin on August 2, 2022 and shall close on August 16, 2022. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2.00 filing fee paid prior to 5:00 p.m. on August 16, 2022.
2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.
3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.
4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT No. 284 WAYZATA PUBLIC SCHOOLS  
STATE OF MINNESOTA**

**NOTICE IS HEREBY GIVEN** that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 284 shall begin on August 2, 2022 and shall close at 5:00 o'clock p.m. on August 16, 2022.

The special election shall be held in conjunction with the general election on Tuesday, November 8, 2022. At that election, one (1) member will be elected to the School Board for terms of one (1) year.

Affidavits of candidacy are available from the school district clerk, Wayzata Public Schools, 210 County Road 101 North, Plymouth, Minnesota. The filing fee for this office is \$2.00. A candidate for this office must be an eligible voter, must be twenty-one (21) years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same general election.

The affidavits of candidacy must be filed in the office of the school district clerk and filing fee paid prior to 5:00 o'clock p.m. on August 16, 2022.

Dated: June 13, 2022

**BY ORDER OF THE SCHOOL BOARD**

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**Cheryl Polzin School  
District Clerk (Acting)**

**WAYZATA PUBLIC SCHOOLS**  
Independent School District 284  
Wayzata, Minnesota

**BOARD OF EDUCATION**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Superintendent’s Reports and Recommendations

**ITEM:** Human Resource Services

**COMMENTS BY:** Ms. Stacie Vos

1) **Resolution Regarding Unrequested Leave of Absence**

The Administration recommends the adoption of the attached resolution confirming the Unrequested Leave of Absence of the following staff, in accordance with the 2021-23 master contract between the District and the Wayzata Education Association and pursuant to Minnesota Statutes section 122A.40, subdivision 10.

<u>Last Name</u>	<u>First Name</u>	<u>Building</u>
Dogan	Carla	Central Middle

**RECOMMENDED ACTION:** Adopt the resolution relating to the Unrequested Leave of Absence of the named teacher.

Motion by: \_\_\_\_\_ ROLL CALL Passed \_\_\_\_\_

Second by: \_\_\_\_\_ Failed \_\_\_\_\_

Abstentions: \_\_\_\_\_

**INDEPENDENT SCHOOL DISTRICT 284**  
**Wayzata, Minnesota**

**BOARD OF EDUCATION**

**Regular Meeting – June 13, 2022**

**Resolution Proposing Carla Dogan Placement on Unrequested Leave of Absence**

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

WHEREAS, on May 9, 2022, the School Board of Independent School District No. 284 adopted a resolution proposing placement of Carla Dogan on unrequested leave of absence pursuant to Minnesota Statutes section 122A.40, subdivision 10, on the ground of discontinuance of position; and

WHEREAS, said written notice of the proposed placement on unrequested leave was received by Carla Dogan by personal service on May 10, 2022; and

WHEREAS, said written notice of the proposed placement on unrequested leave contained a statement setting forth the reasons for the proposed placement as well as a statement that Carla Dogan was entitled to a hearing provided she make a request in writing to the Executive Director of Human Resources within fourteen (14) days after receipt of said notice, and that if no hearing was requested within said fourteen (14) day period it constituted acquiescence by Carla Dogan to the School Board's proposed action; and

WHEREAS, no written request of any kind was received by the Executive Director of Human Resources from Carla Dogan for a hearing as of May 24, 2022; and

WHEREAS, said failure to make a written request for a hearing within fourteen (14) days after receipt of notice of proposed placement on unrequested leave constitutes acquiescence by Carla Dogan to her placement on unrequested leave.

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 284 that Carla Dogan be and hereby is placed on unrequested leave of absence without pay or fringe benefits as a media specialist of Independent School District No. 284 on the ground of discontinuance of position effective at the end of the 2021-2022 school year on June 30, 2022, in accordance with Minnesota Statutes section 122A.40, subdivision 10.

BE IT FURTHER RESOLVED, that a notice of placement on unrequested leave, together with a copy of this resolution be forwarded to Carla Dogan personally and that an affidavit of same be placed in her file, together with a copy of the notice and resolution.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against:

Whereupon said resolution was declared duly passed and adopted.



## Board of Education Roll Call Vote

AGENDA ITEM: \_\_\_\_\_

	YES	NO	ABSTAIN	ABSENT
Jay Hesby	_____	_____	_____	_____
Heidi Kader	_____	_____	_____	_____
Bonita Lucky	_____	_____	_____	_____
Cheryl Polzin	_____	_____	_____	_____
Milind Sohoni	_____	_____	_____	_____
Linda Cohen	_____	_____	_____	_____
Sarah Johansen	_____	_____	_____	_____



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Other Board Action

**ITEM:** Teaching and Learning Board Committee - Book Review Recommendation

**COMMENTS BY:** Linda Cohen, Chair - Teaching and Learning Board Committee

A review was requested of a book that is available as a media center choice in the district’s three middle schools. The book in question was BiNormal, by M.G. Higgins. School Board Policy 529 and Regulation 529R (Public Complaints about Curriculum or Educational Materials) outline the process used when such a review is requested.

The District has closely followed all of the steps of that policy, as more fully outlined in the Board Summary memo accompanying this agenda sheet.

The Educational Resource Review Committee unanimously determined that the book Bi-Normal, by M.G. Higgins, meets the criteria and is an appropriate book for the district’s middle school media centers. The questioner sought to appeal this decision to the School Board. The School Board will generally affirm the decision of the Educational Resource Review Committee unless there was a clear error in the process or determination.

The Teaching and Learning Committee has now conducted the full and final review of the processes used and determination of the Review Committee, as well as the arguments of the questioner, and has determined that there were no clear errors in the process or determination.

**Recommended Action:** The Board Teaching and Learning Committee recommends to the School Board to affirm the book review determination of the Educational Resource Review Committee and the recommendation to retain the book, BiNormal by M.G. Higgins, for use as an optional media center selection at the district’s three middle schools.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



## Board of Education Roll Call Vote

AGENDA ITEM: \_\_\_\_\_

	YES	NO	ABSTAIN	ABSENT
Heidi Kader	_____	_____	_____	_____
Bonita Lucky	_____	_____	_____	_____
Cheryl Polzin	_____	_____	_____	_____
Milind Sohoni	_____	_____	_____	_____
Linda Cohen	_____	_____	_____	_____
Jay Hesby	_____	_____	_____	_____
Sarah Johansen	_____	_____	_____	_____



District Administrative Offices  
210 County Road 101 North, P.O. Box 660 | Wayzata, MN 55391-0660  
763-745-5000 | Fax: 763-745-5091 | [www.wayzataschools.org](http://www.wayzataschools.org)

## M E M O

June 10, 2022

To: Wayzata Public Schools Board of Education  
From: Dr. Linda Cohen, Chair-Teaching and Learning Board Committee  
Re: Book Review Recommendation

School Board Policy 529 and Regulation 529R (Public Complaints about Curriculum or Educational Materials) outline the review process for curriculum materials when such review is requested. Policy 529 and Regulation 529R are included in their entirety with this memo. Additionally, below are the pertinent facts and processes that are used when considering books and educational materials for use in the school district's media centers.

### Book and Educational Materials Selection Criteria

The criteria used by all media specialists in Wayzata Public Schools to evaluate books/resources as they are being selected for media collections include the following:

- Resources shall support and be consistent with the educational goals of the district.
- Resources shall be selected to enrich and support the curriculum and to meet the individual needs and interests of users.
- Resources shall provide a variety of points of view.
- Resources shall be judged as a whole.
- Resources shall be selected for their strengths rather than rejected for their weaknesses.
- Resources shall be selected in formats most suitable for intended use.

### Guiding Principles Considered for the use of Books and Educational Materials

- A. Any resident, employee, or parent of a child of the School District may raise objections to resources used in the educational program even though the individuals selecting such resources were duly qualified to make the selection, followed the proper procedures for selection, and observed the criteria for selecting resources.
- B. The principal of each school shall remind the staff annually that the right to request a review of resources is one granted through policies adopted by the Board of Education.

- C. No parents have the right to determine the reading, viewing or listening resources for students other than their own children.
- D. School District 284 supports the principles of Freedom of Speech and the Right to Redress of Grievances inherent in the First Amendment of the Constitution, and expressed in the Library Bill of Rights, Students Right to Read, Freedom to Read, Freedom to View, Statement of Intellectual Freedom, and Freedom to Teach, to Learn, and to Express Ideas in the Public Schools statements (q.v.).
- E. Access to challenged resources shall not be restricted during the review process.
- F. The major criterion for the selection and use of the resource is the appropriateness of the resource for its intended educational use.
- G. A decision to sustain a challenge shall not be interpreted as a judgment of irresponsibility on the part of the professionals involved in the original selection and/or use of the resource.
- H. Professional personnel shall not be punished or have their employment affected by decisions reached by the Educational Resource Review Committee.

#### Review and Appeal Process

The school district's process used when a book or educational resource is called into question includes the following, which were followed regarding this specific book review.

- Meet with Principal/Staff: A meeting with the principal and/or the appropriate personnel at the school occurs.
- Meet with Executive Director of Teaching and Learning: If the questioner is not satisfied with the result of the meeting with the principal/staff, the concern is brought to the executive director of teaching and learning, who will convene a meeting with the questioner.
- Convene Educational Resource Review Committee: Following this meeting with the executive director, if necessary, an Educational Resource Review Committee (Review Committee) meeting will occur comprised of individuals as identified and listed in 529R. The Review Committee will make a determination on the educational material and provide a summary to the questioner.
- Appeal to the Teaching and Learning Board Committee: If the questioner is not satisfied with the determination of the Review Committee, an appeal to the school board (Teaching and Learning Board Committee – “Board Committee”) may be made. Initially, a letter will be sent to the questioner outlining the process and offer an opportunity to provide written and/or direct feedback to the members of the Board Committee. The Board Committee and appropriate personnel will then convene a committee meeting to discuss the appeal.
- Review Committee Determination and Board Committee Recommendation to the Full School Board: The Board Committee fully reviews and considers all previous decisions and steps taken throughout the process, and provides a recommendation to the full School Board. It is not the intent of the Board Committee and/or School Board to substitute its own judgment for that of the Review Committee, rather the Board Committee and ultimately the School Board serve as the appeals body to ensure that appropriate processes were followed and that there were no clear errors in the process or determination of the Review

Committee. The Board Committee will review the record and findings of the Review Committee, along with any additional arguments presented on appeal, and then provide a recommendation to the full School Board to either affirm the determination of the Review Committee or to send the matter back to the Review Committee for further proceedings. The School Board will affirm the determination of the Review Committee and the recommendation of the Board Committee unless it is believed that there was a clear error in the process or determination.

#### Determination of the Educational Resource Review Committee Meeting: General Summary

The Review Committee held a meeting to consider the book challenge. The Committee reviewed and followed Board Policy (529); received testimony regarding the criteria that media specialists in the district use to make selections for media centers; reviewed professional written reviews for the book; and received the recommendation of the media specialist in support of the book.

The questioner shared personal perspective and concerns with the committee regarding the book's topic of exploring sexuality, use of inappropriate language, and the recommended age level of 8th grade and beyond, that the book is on a language arts syllabus as a recommended book and the questioner feels the book has no educational value.

Following both testimonies, the committee discussed the strengths, themes, concerns, intentions and value of the book. It was reinforced that the book was listed on a choice novel list for 8th grade under the relationships topic that serves as a resource for all students but is not required reading. The committee talked about the age appropriateness of the topics of sexuality in the book, the language used and how these fit into the context of the story and the character(s) and that this book serves as a high-low book (high interest but low reading level) and therefore meets a need for students that is harder to find. Other themes in the book were also discussed such as bullying, loss of a parent, adolescent decision making, and mental health. The committee discussed the research of the higher mental health risks of our LGBTQ+ students and the importance of having books in the media center that represent all students and provide a window to our diverse world.

After careful consideration of the testimony provided by the media specialist and from the questioner, and after discussion around the content and value of the book at the middle school level as a choice book for students, it was unanimously determined by the Review Committee that the book Bi-Normal meets the criteria and is an appropriate book for our middle school media centers.

#### Appeal

The questioner wished to appeal the Review Committee's determination to the school board. The process and purposes of appeal were explained to the questioner, and the questioner was informed that the main issue on appeal was whether there were clear errors in the review process or determination. The questioner was offered the opportunity to submit written materials and/or meet with the three board members serving on the Teaching and Learning Board Committee to provide information on the appeal. A meeting was convened with the questioner and the three board

members of the Board Committee on Tuesday, May 31, 2022. The questioner requested consideration of the following points in support of the appeal:

1. The questioner clarified that an in-person meeting did not occur with the principal at the first step in the challenge process, but the questioner did have two phone conversations with the principal.

Board Committee Response: Meeting in person or talking over the phone with the principal are both considered appropriate means by which to discuss concerns of a questioner.

2. The questioner felt the external written reviews of the book written by third parties were not objectively prepared.

Board Committee Response: A primary determinant on the selection of materials for use in the district's media center is based on internally developed criteria and guiding principles and any external reviews serve only as supplemental information in the final selection.

3. The questioner felt that the third party book reviews indicated the book is more appropriate for older students; i.e., high school students.

Board Committee Response: While professional organizations offer suggested age ranges for books and educational materials, they are just recommendations. The primary determinant of book and educational material selection is delegated to the district's professional staff who have first-hand awareness of the unique needs of Wayzata Public Schools students including a wide range of reading levels and varied interests of local students.

4. The questioner felt that the district's policy for selection of resources is to ensure choosing appropriate materials for educational programs. It was the questioner's belief that the Review Committee did not concentrate on this objective.

Board Committee Response: The selection of resources is completed by professional staff with expertise in choosing appropriate materials for the district's media centers and educational programs. The Review Committee gave consideration to the appropriateness of the book and affirmed the decision to select this book by the media specialist.

5. The questioner shared that the current WPS library system does not allow parents to determine the reading for their own child given parents are not notified of their student's book choice or borrowing.

Board Committee Response: While this does not have any bearing on the determination of the Review Committee or this appeal, consideration will be given to the current protocols surrounding parent knowledge regarding their child's selection of books from school district media centers and staff will work to determine if current practices can be strengthened.

School Board Teaching and Learning Committee Recommendation to Board of Education:

The Teaching and Learning Board Committee met on Monday, June 6, 2022, to discuss and determine a recommendation to be made to the full school board at its June 13, 2022 regular school board meeting. In addition to the three school board members serving on the Board Committee (Linda Cohen, Bonita Lucky and Cheryl Polzin), Chace Anderson, superintendent, Nathan Flansburg, associate superintendent, and Dana Miller, executive director of teaching and learning, were in attendance at this meeting.

The Board Committee, having fully reviewed the decision by the Review Committee and all arguments presented by the questioner, has determined that there were no clear errors in the process of this book challenge or in the determination of the Review Committee regarding this book.

After careful consideration, the recommended action is that the Board should affirm the determination of the Educational Resource Review Committee and retain the book, BiNormal by M.G. Higgins, for use as an optional media center selection at the district's three middle schools.

CC: Dr. Chace B. Anderson, Superintendent  
Dr. Nathan Flansburg, Associate Superintendent  
Dana Miller, Executive Director of Teaching and Learning

Attachments: Wayzata Public Schools Policy 529  
Wayzata Public Schools Regulation 529R

**529 PUBLIC COMPLAINTS ABOUT CURRICULUM OR EDUCATIONAL MATERIALS**

**I. PURPOSE**

The purpose of this policy is to provide a procedure for addressing an objection to the text, materials and/or content of educational materials.

**II. GENERAL STATEMENT OF POLICY**

The School Board believes that classroom and media center educational materials be selected with sensitivity to both the learning needs and maturity levels of students. Consequently, it looks to professional staff responsible for that selection to exercise sound judgment and to generally follow guidelines established by such organizations as the American Library Association, and the various teacher and subject matter associations which serve professional staff.

The School Board endorses the principles of open intellectual inquiry set forth in such statements as the LIBRARY BILL OF RIGHTS (American Library Association) However, it also recognizes the right of parents and other citizens to question the appropriateness of specific educational materials used in District 284 schools. It therefore directs the administration to develop a procedure through which such materials may be challenged in a manner which is fair to all concerned.

**ADOPTED:** October 12, 1987

**AMENDED:** March 13, 2006

**AMENDED:** August 10, 2015

**LAST REVIEWED:** August 10, 2015

## **529-R PUBLIC COMPLAINTS ABOUT CURRICULUM OR EDUCATIONAL MATERIALS REGULATIONS**

### **I. INITIAL PROCEDURE**

Consistent with the applicable Board policy, any resident, employee or parent of a child in School District 284 may present concerns about educational materials in the District's schools. In such cases an informal resolution should first be sought between the questioner and the professional staff involved.

If this is unsuccessful, the following steps should be taken:

- A. The concern shall be directed to the building principal. Within three working days, the principal will contact the questioner, provide the questioner with a copy of these policies and procedures, and arrange a meeting with the questioner and appropriate professional staff.
  
- B. The principal and appropriate professional staff shall:  
Listen to questioner's comments.
  1. Explain the school's related policies and procedures and the criteria used for the selection of resources.
  2. Explain the place of the questioned resource in the educational program and its intended educational use.
  3. Undertake to resolve the questioner's concern.
  
- C. If the questioner still wishes to file a formal challenge, he/she must complete the Statement of Concern about Educational Resources form and return it to the executive director of teaching and learning.

### **II. FORMAL REVIEW**

- A. Upon receipt of a signed Statement of Concern about Educational Resources, the executive director of teaching and learning shall convene the educational resource review committee in a timely manner for review of the resource.
  1. Educational Resource Review Committee  
The executive director will chair the educational resources review committee and will identify committee members. The committee shall be identified and convened on an as-needed basis. Each member shall serve on the committee for the duration of the review. Representatives shall be selected or based on the nature of the complaint.

**WAYZATA PUBLIC SCHOOLS**  
**Independent School District 284**  
**Wayzata, Minnesota**

- one district administrator
- one building principal
- one elementary teacher
- one secondary teacher
- one media specialist
- one parent with elementary school-aged children
- one parent with secondary school-aged children
- one community member

Staff involved in the complaint may testify but should not participate as a member of the reevaluation committee.

**B. Resolution**

1. Upon completion of the review process, the chair of the Educational Resource Review Committee shall, within five school days, file the Report of the Educational Resource Review Committee with the Superintendent and provide copies to all appropriate individuals. A copy of the written report, signed by all members of the committee, accompanied by any written materials used during the proceedings and minority reports, will be the official record of the case.
2. The decision of the Educational Resource Review Committee shall be clearly stated.

**C. Appeal**

1. The questioner shall have the right to appeal any decision of the Educational Resource Review Committee to the Board of Education.

**III. GUIDING PRINCIPLES**

- A. Any resident, employee, or parent of a child of the School District may raise objections to resources used in the educational program even though the individuals selecting such resources were duly qualified to make the selection, followed the proper procedures for selection, and observed the criteria for selecting resources.
- B. The principal of each school shall remind the staff annually that the right to request a review of resources is one granted through policies adopted by the Board of Education.
- C. No parents have the right to determine the reading, viewing or listening resources for students other than their own children.
- D. School District 284 supports the principles of Freedom of Speech and the Right to Redress of Grievances inherent in the First Amendment of the Constitution, and expressed in the Library Bill of Rights, Students Right to Read, Freedom to Read, Freedom to View, Statement of

**WAYZATA PUBLIC SCHOOLS**

**Independent School District 284**

**Wayzata, Minnesota**

Intellectual Freedom, and Freedom to Teach, to Learn, and to Express Ideas in the Public Schools statements (q.v.).

- E. Access to challenged resources shall not be restricted during the review process.
- F. The major criterion for the selection and use of the resource is the appropriateness of the resource for its intended educational use.
- G. A decision to sustain a challenge shall not be interpreted as a judgment of irresponsibility on the part of the professionals involved in the original selection and/or use of the resource.
- H. Professional personnel shall not be punished or have their employment affected by decisions reached by the Educational Resource Review Committee.

**ADOPTED:** October 12, 1987

**AMENDED:** January 30, 1998

**AMENDED:** November 13, 2003

**AMENDED:** March 13, 2006

**AMENDED:** August 10, 2015

**LAST REVIEWED:** August 10, 2015



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Board Reports

**ITEM:** Board Reports

**COMMENTS BY:** Sarah Johansen, Board Chair

This section of the agenda provides an opportunity for Board members to update school board members on school board-related work or to make announcements of interest to the public.



**Board of Education**  
Regular Meeting – June 13, 2022

**AGENDA SECTION:** Adjourn

**ITEM:** Adjourn

**COMMENTS BY:** Sarah Johansen, Board Chair

This agenda item brings closure to the School Board meeting.

**Recommended Action:** Call the meeting to a close.

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Time of Adjournment:** \_\_\_\_\_ 156 \_\_\_\_\_