



Future Ready. Community Strong.

Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN, 55337

March 8, 2018

6:30 PM

(5:45 PM Board Listening Session with Chair Jim Schmid and Director Eric Miller)

- I. Call to Order
 - A. Welcome Public
 - B. Pledge of Allegiance
- II. Approval of Agenda
- III. Information
 - A. Future Ready. Community Strong.
 - 1. Community Building Events Through Community Education 3
Presenter: Tom Umhoefer, Director of Community Education
 - B. Board and Committee Reports
 - 1. Student Representative 12
 - 2. Superintendent 13
 - 3. Board Members 14
 - 4. Committee 15
 - C. Report on Summer Improvement Projects 16
Presenter: Glen Simon, Director of Operations & Transportation
 - D. Report on HR/Pay/Finance System
Presenter: Lisa Rider, Executive Director of Business Services
- IV. Business Meeting
 - A. Consent Agenda
 - Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.
 - 1. Approve Meeting Minutes 28
 - 2. Approve Personnel Recommendations 31
 - 3. Adopt a Resolution to Accept Donations 32
 - 4. Report on Listening Session 34
 - 5. Approve. on a Second Reading Basis, Changes to Policies 522: *Student* 35

*Sex Nondiscrimination; 528: Student Parental, Family and Martial Status
Nondiscrimination; 425: Professional Development; and 302:
Superintendent*

V. New Business

A. Approve the Final Application for an Extended Field Trip to Costa Rica July 2- July 11, 2018. 49

Presenter: Amanda Jensen, World Language Teacher

B. Approve Achievement & Integration Budget 50

Presenter: Stacie Stanley, Director of Curriculum, Instruction, Assessment & Student Support Services

C. Award Transportation Contract 69

Presenter: Lisa Rider, Executive Director of Business Services

VI. Adjourn to a Closed Session, as Permitted by M.S. 13D.03, for Negotiation Strategies



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Know Your Neighbor

Future Ready. Community Strong.

Contents

The Story We Tell is the World We Create

Ages 16 to Adult

This year the Contents series looks at storytelling: the value, the impact, and different methods. Join us for these free community conversations designed to inform and intrigue.

Scene 2: Ojibwa Native American Olympian - Henry Boucha

Tuesday, March 3, 7pm

HOCKEY EXPO



Books will be available for purchase and signing, and memorabilia of 'Mr. Boucha's' hockey career available for viewing.

Henry Boucha will share his stories of the triumphs and tragedies experienced, in going from humble Minnesota beginnings, to becoming the center man for the Detroit Red Wings and skating on the international ice in the Olympic Games in Sapporo, Japan.

Currently, Mr. Boucha serves as a board member of the National Coalition on Racism in Sports and Media, where he works to educate and encourage dialogue around team mascots and logos.



Tell your own story

As you browse through the Winter catalog, take note of the classes and experiences we offer that can help you create the story you want to tell!



Scene 3:

children & nature
NETWORK

The Child- Nature Connection: The Dirt on Kids and Nature

Tuesday, April 21 - 7 pm

We've invited The Theater of Public Policy to perform as part of our month long focus on nature education. They will be interviewing Sarah Milligan-Toffler, the Executive Director for the National Children and Nature Network along with Linda Madson, local Administrator for C&NN on the role of nature play and education for children.

The real fun begins as we watch the Theater of Public Policy explore this idea through improv comedy. A not to be missed free event for high school students and adults. Learn more about The Theater of Public Policy <http://t2p2.net/>

Sample of CONTENTS series offered

Human Sex Trafficking in MN- Trafficking Justice *Winter 2014*

The Child Nature Connection - Children and Nature Network *Summer 2015*

The Story We Tell is the Story we Create - Somali Filmmaker *Fall 2015*

Dakota County Food Visioning *Summer 2016*

Age of Love - Movie/discussion on senior lifestyles in Modern Society *Fall 2016*

Building Bridges Not Walls -Embracing Diversity *Fall 2017*

Water Is Sacred - Native American Filmmaker presentation *Winter 2017*

Resilience - Biology of Stress and Hope for Change *Winter 2018*

CONTENTS

THE STORY WE TELL IS THE WORLD WE CREATE

Building Bridges Not Walls
Embracing Diversity
in Our Community

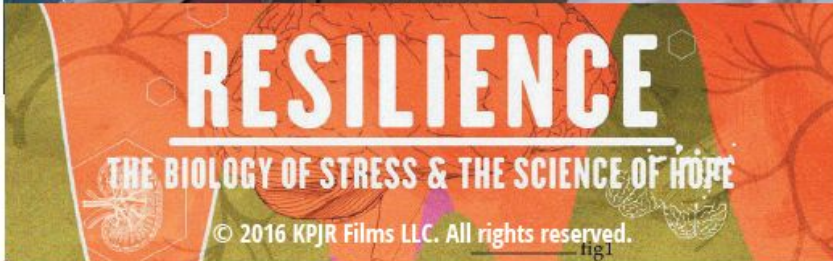


the **THEATER** of **PUBLIC POLICY**
using **COMEDY** to *reframe* **HARD THINKY STUFF**

Thursday, April 20 7-9 pm DEC Upper Level

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CONTENTS COMMUNITY CONVERSATION



Please join One91 Community Education for the award winning documentary...

RESILIENCE

The Biology of Stress & The Science of Hope

March 1 at 7 pm

Diamondhead Education Center-Savage Room

FREE Appropriate for high school students and adults

"The child may not remember, but the body remembers."

RESILIENCE is a one-hour documentary that delves into the science of Adverse Childhood Experiences (ACEs) and the birth of a new movement to treat and prevent Toxic Stress. Now understood to be one of the leading causes of everything from heart disease and cancer to substance abuse and depression, extremely stressful experiences in childhood can alter brain development and have lifelong effects on health and behavior. However, experts and practitioners are proving, what's predictable is preventable.

Communities are daring to talk about the effects of divorce, abuse and neglect. And they're using cutting edge science to help the next generation break the cycles of adversity and disease.

After the movie we will hold a panel to discuss major learnings from the film, with time for questions and answers...

What are ways that the school district and other community partners help build resilience with students who have experienced trauma; and how do we, as a district better support our students and families?



∞

Know Your Neighbor Coming Together in Community

Know Your Neighbor is hosting a community conversation, bringing people together to learn more about one another.

Hear stories from community members. Share your



Know Your Neighbor

Coming together in Community for the Common Good

Know Your Neighbor is energized by our diverse community

December 12

United Methodist Church

February 22

Diamondhead Education Center -
Large group Community Meeting

March 1

Diamondhead Education Center

February 22, 2018 Meeting at Diamondhead

We heard and shared stories from community members of Burnsville, Eagan and Savage.

We reflected upon and discussed:

- What is community?
- Why is community important?
- How do we build/create community?
- What do you want to know about your neighbor?
- What do you want your neighbor to know about you?
- We will determine what opportunities exist as we move forward in our mission to come together for the common good.

Thank you



**Agenda III.B.1.
March 8, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Luke Haddorff, Student Representative

Date: March 1, 2018

Re: Student Representative Report

Receive the Student Representative Report from Student Representative Luke Haddorff.



**Agenda III.B.2.
March 8, 2018**

To: Board of Education, Members
From: Cindy Amoroso Superintendent
Date: March 1, 2018
Re: Superintendent Report

Receive the Superintendent Report from Cindy Amoroso, Superintendent.



Future Ready. Community Strong.

**Agenda III.B.3.
March 8, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Jim Schmid, Board Chair

Date: March 1, 2018

Re: Board Member Reports

Receive reports from Board Members.



**Agenda III.B.4.
March 8, 2018**

To: Board of Education, Members
Cindy Amoroso, Superintendent

From: Jim Schmid, Chair

Date: March 1, 2018

Re: Committee Reports

The following committees may provide updates to the School Board:

Technology Committee – Bob VandenBoom, Committee Chair
Policy Review Committee – Abigail Alt, Committee Chair
Student Performance and Achievement – Dan Luth, Committee Chair
Negotiating Committee- Dan Luth, Committee Chair
Intermediate School District 917, DeeDee Carrier, Board Representative
TIES, Abigail Alt, Board Representative

Other Board Assignments:

- MSBA
- AMSD
- Foundation 191
- Minnesota State High School League
- BHS Hall of Fame
- Burnsville Chamber of Commerce
- Savage Chamber of Commerce
- Dakota Chamber of Commerce
- Scott County SCALE
- U of M CIS



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FY 19 Summer Projects

Future Ready. Community Strong.

Diamondhead Education Center

Bituminous reconstruction on the southeast and southern most parking lots.

Bid amount of \$172,737.12, project approved by the Board of Education on Dec. 14, 2017.

Using NJPA Contracts



River Ridge Education Center

Bituminous reconstruction on the parking lot.

Bid amount of \$45,545.24 to reconstruct the parking lot.

Using NJPA
Contracts



Hidden Valley Elementary

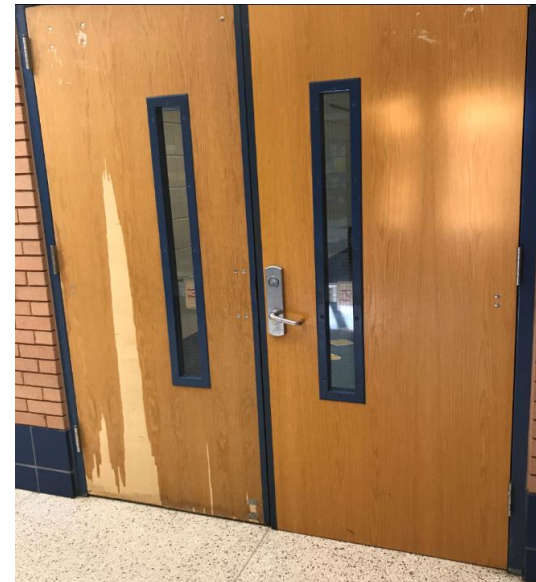
Replace 69 wood doors throughout the building with new hollow metal doors.

Bid amount of \$142,432.02, approved by the Board of Education Dec. 14, 2017.

Replace loading dock doors and frames (4 in total) \$17,793.21

Total project amount \$160,225.23

Using NJPA Contracts



Hidden Valley Elementary

Replace window glass (300 panes) due to bad seals.

Bid amount of \$44,030.62.

Using NJPA Contracts



Hidden Valley Elementary

Remove wallcoverings, patch and paint in the front office and private offices.

Bid amount of \$24,003.21 to refresh the office area.

Using NJPA Contracts

Hidden Valley Elementary

Replace water softener (1989).

Bid amount of \$56,847.33.

Using NJPA Contracts

Harriet Bishop Elementary

Cover the stucco siding with metal siding on the exterior mechanical room to prevent water leaking into the interior office area.

Bid amount of
\$42,152.47.

Using NJPA Contracts

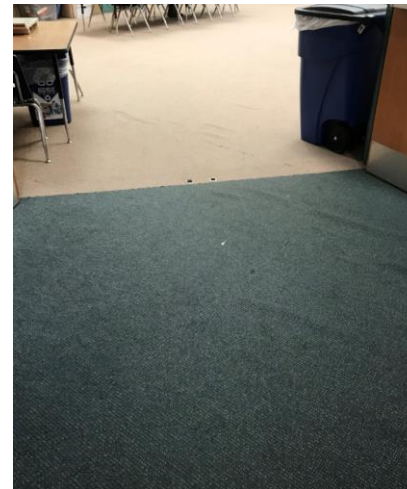
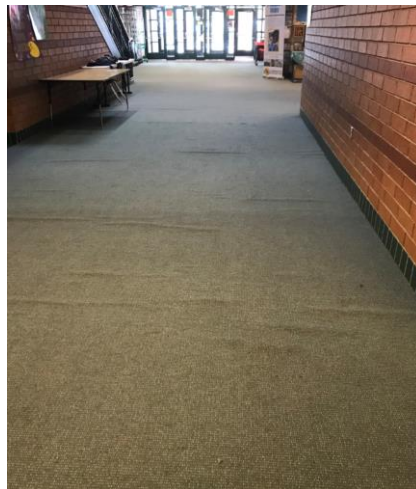


Harriet Bishop Elementary

Re-carpet (1996) building and patch cracks in floor planks throughout.

Bid amount of \$283,885.05, approved by the Board of Education Dec. 14, 2017.

Using the Cooperative Purchasing Connection contract 17.5



Metcalfe Middle School

Replace classroom window glass due to bad seals.
(285 panes)

Bid amount of \$30,806.97.

Using NJPA Contracts



Burnsville High School, Cedar School, Marion W Savage, River Ridge Education Center & Sioux Trail

Solar panel projects are now finished.

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River Ridge Education
Center



Marian W Savage
Elementary

Thank You!

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 February 22, 2018

The meeting of the Board of Education was called to order by Chair Schmid at 6:30 p.m. at the Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN.

Call to Order

Members present: Directors Currier, VandenBoom, Alt, Miller, Schatz, Luth and Chair Schmid. Others in attendance were Superintendent Amoroso, Student Representative Haddorff, administrators, staff and members of the public.

Attendance

Schmid welcomed the audience and asked Schatz to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by Schatz, seconded by Currier, to approve the agenda. Motion carried unanimously (7, 0).

Agenda

Future Ready. Community Strong. Received a report from Eagle Ridge Middle School CREDO students and Internal Giving Campaign and BEA Internal Giving Drive.

Future Ready.
 Community Strong.

Received committee reports from VandenBoom and Miller on behalf of the Technology Committee; Alt on behalf of Policy Review Committee; Luth and Miller on behalf of the Student Performance and Achievement Committee; and Luth on behalf of the Negotiating Committee. Currier reported about ISD 917 and the BHS Hall of Fame; Alt reported about TIES; Schatz reported about Foundation 191; and Schmid reported about MSHSL.

Committee Reports

Moved by VandenBoom, seconded by Luth, to approve the consent agenda:

Consent Agenda

-Approve minutes of the regular board meeting and closed session on February 8, 2018.

Minutes

-Approve personnel recommendations for K. Peterson, N. Mosher, J. Kamano, J. Himrich, E. Durand, M. Roche, B. Barr, C. Busse, R. Nystrom, David Johnson, L. Gossman, R. Hassan, A. Funk, S. Buckrey, C. Kauffman, T. Swanson, M. Liyanage, A. Vega, Margaret Peterson, J. Gust, C. DeCarlo, A. Gilpin, D. Mosser, A. Tinklenberg, Q. Middleton, C. Schaffer, L. Kegley, O. Buttlerman, A. Calhoun-Haynes.

Personnel Recommendations

-Adopt a resolution to approve and accept donations.

Donations

-Approve December payroll checks numbered 718929-718945 and Direct Deposit notices numbered 666556-669676 in the net amount of \$3,926,125.00. December & January claims to date represented by checks numbered 456604-457065, 1019156-1019291, and 102135-102140 and wire transfers and adjustments totaling \$8,799,169.87. Also,

Checks, deposits, receipts and investments

that the Board accepts Dec receipts of \$10,646,897.30 and investments for the General Fund, 2015A School Building Bonds and OPEB of \$53,202,277.90 as of December 31, 2017.

-Accept the Budget Analysis for the month ending December 31, 2017.

-Approve, on a second reading basis, changes to Policy 418: *Drug-Free Workplace/Drug-Free School*.

-Approve, on a first reading basis, changes to Policies 522: *Student Sex Nondiscrimination*; and 528: *Student Parental, Family and Martial Status Nondiscrimination*.

- Approve no changes to Policies 305: *Policy Implementation*; 427: *Workload Limits for Certain Special Education Teachers*; and 518: *DNAR-Do Not Attempt Resuscitation Orders*.

- Receive a report on the listening session.

Motion carried unanimously (7, 0).

Budget Analysis
Policies

Listening Session

Moved by Schatz, seconded by Miller, to approve the FY19 General Fund Assumptions allowing administration to work toward a detailed FY19 Adopted Budget with Preliminary Revenues Estimated at \$129,507,787 and Preliminary Expenditures Estimated at \$131,726,014 with a projected ending unassigned fund balance of 7.41%. Motion carried unanimously after discussion (7, 0).

FY19 General
Fund Assumptions

Moved by Alt, seconded by VandenBoom, to accept the American Indian Parent Advisory Group vote of concurrence. Motion carried unanimously after discussion (7, 0).

American Indian
Parent Advisory

Moved by Currier, seconded by VandenBoom, to approve, on a first reading basis, changes to Policy 425: *Professional Development*. Motion carried unanimously (7, 0).

Policy 425

Moved by Miller, seconded by Currier, to approve, on a first reading basis, changes to Policy 302: *Superintendent* as amended. Moved by Luth, seconded by Alt, to amend the policy as suggested. Amended motion carried after discussion (7, 0). Main motion carried after discussion (7, 0).

Policy 302

Moved by Schatz, seconded by VandenBoom, to adjourn at 7:39 p.m. to board workshop followed by a closed session, as permitted by M.S. 13D.03, for negotiation strategies. Motion carried unanimously (7, 0).

Adjourn to a
Workshop and
Closed Session

The workshop began at 7:48 p.m. The purpose of the workshop was budget and transportation. The workshop ended at 9:55 p.m.

Workshop

Bob VandenBoom, clerk

March 8, 2018
Date Approved

Closed Session Minutes
INDEPENDENT SCHOOL DISTRICT 191
February 22, 2018

The closed session was called to order by Chair Schmid at 10:03 p.m. at Diamondhead Education Center, 200 West Burnsville Parkway, Burnsville, MN.

Call to Order

Members present: Directors Currier, Schatz, Miller, VandenBoom, Alt, Luth and Chair Schmid.

Attendance

Others in Attendance: C. Amoroso, superintendent; L. Rider, executive director of business services; S. Sovine, executive director of human resources; and D. Watkins, assistant superintendent.

The meeting was closed, as permitted by Minnesota Statutes 13D.03, to discuss ISD 191's labor negotiation strategies with the Burnsville Education Association.

Purpose

The meeting adjourned at 10:35 p.m.

Adjourn

Bob VandenBoom, clerk

March 8, 2018
Date Approved

March 8, 2018

**Burnsville-Eagan-Savage Public Schools
Independent School District 191
Human Resources**

TO: Members, Board of Education
Cynthia Amoroso, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: March 8, 2018 FINAL

RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Leave of Absence		Holly Petersen	*	ECSE Center	Teacher Psychologist	2018/2019 School Year
Certified	Leave of Absence		Holly Petersen	*	ECSE Center	Teacher Psychologist	2/1/2018-3/23/2018
Certified	Leave of Absence		Holly Petersen	*	ECSE Center	Teacher Psychologist	4/2/2018-6/8/2018
Certified	Resignation		Jennifer VanOekel		Burnsville High School	Teacher (currently on leave)	2/26/2018
Certified	Retirement		Karen Otremba		Sioux Trail Elementary School	Teacher	6/8/2018
Certified	Retirement		Susan White-Jarzyna		Rahn Elementary School	Teacher	6/8/2018
Classified	Appointment	Replacement	Fetiya Beshir		WM. Byrne Elementary School	EA Level II	3/1/2018
Classified	Appointment	Replacement	Ann Funk		Burnsville High School	Clerical Level II - Revised	2/19/2018
Classified	Appointment	Replacement	Gabriele Kruger		Nicollet Middle School	EA Level IV	3/1/2018
Classified	Appointment	Replacement	Lisa Connell	*	Sky Oaks Elementary School	Food Service Associate	3/8/2018
Classified	Appointment	Replacement	Amra Omerovic	*	MW Savage Elementary School	Food Service Associate	3/8/2018
Classified	Appointment	Replacement	Tiara Diver	*	Eagle Ridge Middle School	Food Service Associate	3/8/2018
Classified	Appointment	New Position	Eric Tester		Burnsville High School	Asst Track Coach -Throwers	Spring Season 2018
Classified	Probationary Release		David Gilbraith		Vista View Elementary School	EA Level IV	2/23/2018
Classified	Resignation		Abdulrahman Mousa	*	Vista View Elementary School	Food Service Associate	3/15/2018
Classified	Resignation		Jason Jensen	*	WM. Byrne Elementary School	EA Level IV	3/2/2018
Classified	Resignation		Stacy Harrison		Eagle Ridge Middle School	Food Service Manager	2/26/2018
Classified	Resignation		Gabriele Kruger	*	Nicollet Middle School	EA Level IV	3/1/2018



**Agenda IV.A.3.
March 8, 2018**

To: Members, Board of Education
Dave Watkins, Assistant Superintendent

From: Lisa K. Rider, Executive Director of Business Services

Date: February 23, 2018

Re: Donations

RECOMMENDATION: To adopt a resolution to approve and accept donations as presented.

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

1. School Board Policy 706 establishes guidelines for the acceptance of gifts to the District; and
2. Minnesota Statute 123B.02, Subd. 6 states the School Board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated; and
3. Minnesota Statute 465.03 states the School Board may accept a grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members; and
4. Businesses and individuals have submitted donations to the district;

THEREFORE, BE IT RESOLVED by the School Board of ISD 191 to approve and accept with appreciation the donations as presented below and to permit their use as designated by the donors.

Moved by: _____

Seconded by: _____

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on March 8, 2018.

Bob VandenBoom
Clerk – Board of Education

Date	Donor	Recipient	Terms	Donation
2/21/2018	Danette Westerlund	Sioux Trail Elementary	School use	\$300.00

Total monetary donation received: \$300.00



**Agenda IV.A.4.
March 8, 2018**

To: Board of Education, Members
From: Cindy Amoroso, Superintendent
Date: February 22, 2018
Re: Report on Listening Session

Board Members: DeeDee Currier and Abigail Alt
Admin Rep: Cindy Amoroso

A District EL teacher, her husband, and a supporting teacher came to the listening session to express her displeasure with a staffing change in which she was involved that shifted .5 from one building to another. She expressed concern about how these staffing changes are determined and communicated.

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Future Ready. Community Strong.

**Agenda IV.A.5.
March 8, 2018**

To: Board of Education
Cindy Amoroso, Superintendent

From: Stacey Sovine, Executive Director of Human Resources; Dave Watkins, Assistant Superintendent; and Director Alt

Date: March 1, 2018

Re: Policies 522: *Student Sex Nondiscrimination*; 528: *Student Parental, Family and Martial Status Nondiscrimination*; Policy 425: *Professional Development*; and Policy 302: *Superintendent*

Recommendation: Approve. on a second reading basis, changes to Policies 522: *Student Sex Nondiscrimination*; 528: *Student Parental, Family and Martial Status Nondiscrimination*; 425: *Professional Development*; and 302: *Superintendent*

Policies were reviewed by the Policy Review Committee on February 5, 2018. The first reading was approved by the Board of Education on February 22.

Adopted: 10/99
Reviewed: 2/22/2018
Revised: 3/8/2018
Rescinds: AC / JB / JBR

522 STUDENT SEX NONDISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to ensure equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

- A. The Burnsville-Eagan-Savage School District provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. Every school district employee shall be responsible for complying with this policy.
- C. The school board hereby designates Stacey Sovine; 200 Burnsville Parkway, Burnsville, MN, 55337; 952-707-2010; ssovine@isd191.org as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to

use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer and the student's parent or guardian as soon as possible without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. The school board hereby designates its Title IX coordinator Stacey Sovine as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office addresses and telephone number and work e-mail address.
- F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher,

administrator, or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law, or contacting the Office of Civil Rights for the United States Department of Education.

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions, and organizations.
- B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: Burnsville-Eagan-Savage School District Policy 102 (Equal Educational Opportunity)
Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
Burnsville-Eagan-Savage School District Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Adopted: 1/1986
Reviewed: 2/22/2018
Revised: 3/8/2018
Rescinds: JFE, JFF

Burnsville-Eagan-Savage School District Policy 528

528 STUDENT PARENTAL, FAMILY, AND MARITAL STATUS NONDISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
- B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity.
- C. The school district may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.
- D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.
- E. The school board has designated Stacey Sovine, Executive Director of Human Resources, 200 West Burnsville Parkway, Burnsville, MN, 55337, 952-707-2010, ssovine@isd191.org as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- F. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be

referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

- G. Any reports of unlawful discrimination under this policy will be handled, investigated, and acted upon in the manner specified in Policy 522 – Student Sex Nondiscrimination.
- H. Every school district employee shall be responsible for complying with this policy.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: Burnsville-Eagan-Savage School District Policy 102 (Equal Educational Opportunity)
Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
Burnsville-Eagan-Savage School District Policy 522 (Student Sex Nondiscrimination)

Adopted: 1/1984
Reviewed: 2/22/2018
Revised: 3/8/2018
Rescinds: GCL

Burnsville-Eagan-Savage School District Policy 425

425 PROFESSIONAL DEVELOPMENT

I. PURPOSE

The purpose of this policy is to establish a professional development program and structure to carry out planning and reporting on professional development that supports improved student learning.

II. PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

- A. The School Board directs the superintendent or designee to establish a Professional Development Advisory Committee to develop a professional development plan, assist site professional development teams in developing a site plan consistent with the goals of the professional development plan, and evaluate professional development efforts at the site level.
 - 1. The majority of the membership of the Professional Development Advisory Committee shall consist of teachers representing various grade levels, subject areas, and special education. Membership shall consist of members of each school Buildings Leadership Team. The Committee also will include nonteaching staff, parents, and administrators.
- B. The School Board directs the superintendent or designee to establish the site professional development teams.
 - 1. Members of the site teams will be selected by a process to have involvement at the site level.
 - 2. The Professional Development Advisory Committee will work with the site professional development teams to develop a site plan consistent with the goals of the professional development plan.
 - 3. The majority of the site professional development teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE

- A. The Professional Development Advisory Committee will develop a professional development plan which will be reviewed and subject to approval by the School

Board once a year.

B. The professional development plan must contain the following elements:

1. Professional development outcomes which are consistent with the education outcomes as may be determined periodically by the School Board;
2. The means to achieve the professional development outcomes;
3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minn. Stat. § 122A.18, Subd. 4;
4. Ongoing professional development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum by using best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, and gifted children, within the regular classroom and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of building leadership teams with appropriate management and financial management skills.
5. The professional development plan also must:
 - a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;

- b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students' learning goals;
 - d. Ensure specialized preparation and learning about issues related to teaching students with special needs and limited English proficiency; and
 - e. Reinforce national and state standards of effective teaching practice.
6. Professional development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system.
7. Professional development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other professional development activities required by law and activities associated with professional teacher compensation models.
- C. The Professional Development Advisory Committee will assist site professional development teams in developing a site plan consistent with the goals and

outcomes of the district professional development plan.

- D. The Professional Development Advisory Committee will evaluate professional development efforts at the site level and will report to the School Board on an annual basis the extent to which staff at the site has met the outcomes of the professional development plan.
- E. The Professional Development Advisory Committee shall assist the School District in preparing any reports required by the Department of Education relating to professional development including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each site professional development team shall develop a site plan, consistent with the goals of the professional development plan.
- B. The site professional development team must demonstrate the extent to which staff at the site have met the outcomes of the professional development plan.

V. PROFESSIONAL DEVELOPMENT FUNDING

- A. Unless the School District is in statutory operating debt or a majority of the School District Board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for professional development, the School District will reserve an amount equal to at least two percent of its basic revenue for: in-service education for violence prevention programs to help students learn how to resolve conflicts within their families and communities in non-violent, effective ways; professional development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for professional development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for professional development efforts. The school district also may use the revenue reserved for professional development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. In order to receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The School District may, in its discretion, expend an additional amount of unreserved revenue for professional development based on its needs. The additional expenditure does not need to follow the allocation described in V.A.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as professional

development time that is financed with professional development reserved revenue under Minn. Stat. § 122A.61.

VI. PROCEDURE FOR USE OF PROFESSIONAL DEVELOPMENT FUNDS

- A. On a yearly basis, the Professional Development Advisory Committee, with the assistance of the site professional development teams, shall prepare a projected budget setting forth proposals for allocating professional development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual professional seminars, and cost of substitutes.
- B. Individual requests from staff for leave to attend professional development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

- A. The School District shall prepare an annual report per Minnesota Department of Education requirements.
- B. The School Board will receive an annual report from the School Improvement and Student Achievement department (SISA) regarding the prior year's professional development program.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 122A.18, Subd. 4 (Board to Issue Licenses; Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References:

Adopted: 6/1982
Reviewed: 2/22/2018
Revised: 3/8/2018
Rescinds: CBA

302 SUPERINTENDENT

I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

III. GENERAL RESPONSIBILITIES

- A. The superintendent will take the leading role in continuously improving the district while keeping the best interests of students as a top priority.
- B. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- C. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- D. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- E. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: Burnsville-Eagan-Savage School District Policy 202 (School Board Officers)
Burnsville-Eagan-Savage School District Policy 208 (Development, Adoption, and Implementation of Policies)
Burnsville-Eagan-Savage School District Policy 214 (Out-of-State Travel by School Board Members)
Burnsville-Eagan-Savage School District Policy 301 (School District

Administration)
Burnsville-Eagan-Savage School District Policy 303 (Superintendent Selection)
Burnsville-Eagan-Savage School District Policy 304 (Superintendent Contract, Duties, and Evaluation)
Burnsville-Eagan-Savage School District Policy 305 (Policy Implementation)
Burnsville-Eagan-Savage School District Policy 306 (Administrator Code of Ethics)
Burnsville-Eagan-Savage School District Policy 412 (Expense Reimbursement)
Burnsville-Eagan-Savage School District Policy 510 (School Activities)
Burnsville-Eagan-Savage School District Policy 511 (Student Fundraising)
Burnsville-Eagan-Savage School District Policy 513 (Student Promotion, Retention, and Program Design)
Burnsville-Eagan-Savage School District Policy 602 (Organization of School Calendar and School Day)
Burnsville-Eagan-Savage School District Policy 605 (Alternative Programs)
Burnsville-Eagan-Savage School District Policy 701 (Establishment and Adoption of School District Budget)
Burnsville-Eagan-Savage School District Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
Burnsville-Eagan-Savage School District Policy 802 (Disposition of Obsolete Equipment and Material)
Burnsville-Eagan-Savage School District Policy 903 (Visitors to School District Buildings and Sites)
Burnsville-Eagan-Savage School District Policy 905 (Advertising)
Burnsville-Eagan-Savage School District Policy 906 (Community Notification of Predatory Offenders)
Burnsville-Eagan-Savage School District Policy 907 (Rewards)
MSBA Service Manual, Chapter 3, Superintendent of Schools



**Agenda V.A.
March 8, 2017**

To: Board of Education
Superintendent Cindy Amoroso

From: Amanda Jensen, World Language Teacher

Date: March 1, 2018

Re: Extended Field Trip

Recommendation: Approve the Final Application for an Extended Field Trip to Costa Rica July 2- July 11, 2018.

The purpose of the trip is to immerse students in the language and culture of Costa Rica while engaging in a variety of activities such as whitewater rafting, volunteer activities, a school visit, volcano tour, cloud forest and rain forest hikes, and coffee from farm to table.

The educational objectives of the extended field trip are to immerse students in target language and surround students with local culture.

Cost per student is \$2682.00

There are four chaperones and 25 students going on the trip.

Amanda Jensen is the sponsoring staff person who is submitting the request.

The initial application was approved the Board of Education on October 26, 2017.



March 08, 2018

To: Members, Board of Education
Superintendent, Cynthia Amoroso

From: Dr. Stacie Stanley, Director of Curriculum, Assessment, Instruction and Support Services

Date: March 08, 2018

Re: Approve FY17 Achievement and Integration Revenue Budget

RECOMMENDATION: That the Board of Education approve FY 19 Achievement and Integration Revenue Budget plan. The FY19 Budget representing revenues and expenditure of each \$2,011,880.41.

The FY 2018-2019 budget for Achievement and Integration is built around the 2017-2020 Achievement and Integration Plan. No longer do we have Racially Isolated Identified schools within our school district. Resources from the Achievement and Integration budget will continue to serve our schools district wide as student needs determine.

Attached you will find the Line Item Budget Summary and Budget Narrative, along with narratives for the connections to the Achievement and Integration Plan goals and activities.

We must stay within the guidelines of no less than 80% of Direct Services to Students, No more than 10% Administrative/Indirect, and no more than 20% Professional Development.

Achievement and Integration is not allowed to carry over funds from one year to another, provided we spend within the guidelines of the planned budget, we are reimbursed for the lesser of that which is spent or approved in the budget on an annual basis.

The application must be submitted by March 15, 2018. Minnesota Department of Education will review the application and provide us notice of their approval later this spring.



Achievement and Integration Revenue FY 2019 Budget Worksheet

Use this workbook to list your district's proposed expenditures of FY 2019 Achievement Integration (A&I) revenue. All expenditures must support activities in your district's MDE-approved A&I plan. Each worksheet has a column for you to explain which activity each line item will fund.

District Name: Burnsville Public Schools

District ISD Number: 191

Superintendent: Cynthia Amoroso

Partnering Districts: Lakeville Public Schools, ISD 194

Fiscal and program staff should work together to complete this budget. Please list those staff members below. Both will be contacted if changes or more detail is needed for the budget to be approved.

Program Staff: <u>Stacie Stanley</u>	Fiscal Staff: <u>Lisa Rider</u>
Phone: <u>952-707-2008</u>	Phone: <u>952-707-2050</u>
Email: <u>sstanley@isd191.org</u>	Email: _____

If you have been notified by MDE that your district has one or more *Racially Identifiable Schools*, please list those schools here: None

Total Initial Revenue expenditures (FIN 313 expenditures)	\$ 1,914,324.41
Total Incentive Revenue expenditures (FIN 318 expenditures)	\$ 97,556.00
TOTAL A&I REVENUE	\$ 2,011,880.41

CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2019 Achievement & Integration budget as approved by the school board.

Board Approval Date _____

School Board Chair _____	Date _____
Superintendent _____	Date _____

Approved Initial Revenue: _____ **Approved Incentive Revenue:** _____

MDE Approval: _____ **Date:** _____

FY 2019 Achievement and Integration Budget

District Number:

191

District Name:

Burnsville Public Schools

Proposed Budget			Actual Expenditures		
		Proposed Budget Ratios			Actual Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	\$1,740,842.41	86.53%	DSS At least 80% of total expenditures	\$0.00	#DIV/0!
Professional Development may equal no more than 20% of total revenue	\$103,000.00	5.12%	Professional Development No more than 20% of total expenditures	\$0.00	#DIV/0!
Administrative/Indirect may equal no more than 10% of total revenue	\$168,038.00	8.35%	Admin/Indirect No more than 10% of total expenditures	\$0.00	#DIV/0!
Total Proposed Revenue:	\$2,011,880.41		Total Revenue Expended:	\$0.00	

Total Amount Proposed FIN 313	\$1,914,324.41
Total Amount Proposed FIN 318	\$97,556.00

Improvement Planning Expenditures

40%

#VALUE!

Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. Stat. § 124D.862, subd. 8 (c) 2).

Notes or Comments :

Improvement Planning Directions Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. Stat. 124D.862 subd. 8 (c) 2). Once you've listed all proposed expenditures, copy and paste line items that will fund improvement strategies into one of the sections below.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amount	Plan Crosswalk – Which A&I plan activity does each line item support?		
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit this workbook with actual FY19 expenditures by 12/1/19.	Budget Narrative Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>	Goal #	Intervention # and Name
Direct Student Services									
Salaries and Benefits of the Social Workers added to each elementary & middle school .6 FTE.	Var	610	313	156	678	\$761,210.41	restorative practices (middle school) positive behavioral social emotional supports	1, 2 & 4	Intervention #1 Staffing to bridge cultural and socio-economic barriers & Intervention #4 Targeted Mentoring to ensure culturally & socio-economically diverse students are registered for & successfully complete rigorous pathway coursework.
Professional Development									
Restorative Justice PD for Principals, APs, Deans, Social Workers	005	610	313	366	684	\$36,000.00	Training to support culturally responsive behavior support.	all goals	Intervention #2 Provide staffing with targeted training in preparing historically underrepresented; Intervention #5 Professional Development designed to increase teacher and leader capacity to provide targeted and quality instruction for culturally & socio-economically diverse students. for postsecondary experiences;
Administrative Costs									
Total Funding for Improvement Plan Strategies:						\$797,210.41			

Notes or Comments:



FY 2019 Achievement and Integration Budget

District Number: District Name:

80% Direct Services to Students

List proposed FIN 313 expenditures for Direct Student Services below. At least 80% of a district's proposed expenditures must be used for strategies in a district's MDE-approved A&I plan that provide direct services to students. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required					Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?		
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	CRS	List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Budget Narrative Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.	Goal #	Intervention # and Name
Salaries and Benefits of the Social Workers added to each elementary & middle school .6 FTE.	Var	610	313	156	678	\$761,210.41		restorative practices (middle school) positive behavioral social emotional supports	1, 2 & 4	Intervention #1 Staffing to bridge cultural and socio-economic barriers & Intervention #4 Targeted Mentoring to ensure culturally & socio-economically diverse students are registered for & successfully complete rigorous pathway coursework.
fringe for social workers	Var	610	313	2xx	678	152,887.00		restorative practices (middle school) positive behavioral social emotional supports	1, 2 & 4	Intervention #1 Staffing to bridge cultural and socio-economic barriers & Intervention #4 Targeted Mentoring to ensure culturally & socio-economically diverse students are registered for & successfully complete rigorous pathway coursework.
Early literacy EA	005	610	313	144	673	\$68,923.00		Paraprofessional support in schools with higher numbers of Protected Class and SES to support with transition to school and literacy development.	1,2, &4	Intervention #1 Staffing to bridge cultural and socio-economic barriers
Early literacy EA Fringe	Var	610	313	2xx	673	\$10,563.00		Paraprofessional support in schools with higher numbers of Protected Class and SES to support with transition to school and literacy development.	1,2, &4	Intervention #1 Staffing to bridge cultural and socio-economic barriers
School Transition EA	490	610	313	144	673	\$27,300.00		Paraprofessional support in schools with higher numbers of Protected Class and SES to support with transition to school and literacy development.	1,2, &4	Intervention #1 Staffing to bridge cultural and socio-economic barriers
School Transition EA Fringe	490	610	313	2xx	673	\$13,828.00		Paraprofessional support in schools with higher numbers of Protected Class and SES to support with transition to school and literacy development.	1,2, &4	Intervention #1 Staffing to bridge cultural and socio-economic barriers
The district will fund AVID tutors at the secondary schools	005	610	313	186	675	\$50,196.00		AVID Tutors to provide support with career and college readiness skills	3 & 4	Intervention #2 Provide staffing with targeted training in preparing historically underrepresented for postsecondary experiences.
	Var	610	313	2xx	675	\$7,605.00		AVID Teachers to provide support with career and college readiness skills	3 & 4	Intervention #2 Provide staffing with targeted training in preparing historically underrepresented for postsecondary experiences.
salaries for cultural liaisons	005	610	313	175	671	267,777.00		human resource support for both families and students	all goals	Intervention #1 Staffing to bridge cultural and socio-economic barriers; Intervention #2 Provide staffing with targeted training in preparing historically underrepresented for postsecondary experiences; Intervention #3 Provide targeted family engagement programming; Intervention #4 Targeted Mentoring to ensure culturally & socio-economically diverse students are registered for & successfully complete rigorous pathway coursework.
fringe for cultural liaisons	005	610	313	2xx	671	179,239.00		human resource support for both families and students	all goals	See above
Instructional Resources for Family Engagement Programming	005	610	313	430	671	\$300.00		Family Academy Materials	all goals	Intervention #3 Provide targeted family engagement programming
Food Costs for Family Engagement Programming	005	610	313	490	671	\$3,100.00		Food for family academy participants	all goals	Intervention #3 Provide targeted family engagement programming
Stipends for Parent Facilitators	005	610	313	186	671	\$2,400.00		Family facilitator stipends	all goals	Intervention #3 Provide targeted family engagement programming

Line Item Description	UFARS Code Required					CRS	Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ	Goal #				Intervention # and Name		
Provide a short description of the expenditure.							List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Budget Narrative Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.		
	005	610	313	2xx	671		\$316.00		Family facilitator stipends	all goals	Intervention #3 Provide targeted family engagement programming
Interpreter fees for family engagement programming (Spanish, Somali.)	005	610	313	358	671		\$1,200.00		provided to ensure parents/caregivers have access to speakers	all goals	Intervention #3 Provide targeted family engagement programming
social emotional staffing	005	610	313	305	690		\$76,442.00		restorative practices (middle school) positive behavioral social emotional supports	all goals	Intervention #1 Staffing to bridge cultural and socio-economic barriers; Intervention #4 Targeted Mentoring to ensure culturally & socio-economically diverse students are registered for & successfully complete rigorous pathway coursework.
College and Career Readiness Programming (each middle and high school)	005	610	313	305	681		\$20,000.00		College Prep Programming	all goals	Intervention #2 Provide staffing with targeted training in preparing historically underrepresented for postsecondary experiences.
			313								
FIN 313 TOTAL							\$1,643,286.41				\$0.00

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191 District Name: Burnsville Public Schools

80% Direct Services to Students

List proposed **FIN 318** expenditures for Direct Student Services below. At least 80% of a district's proposed expenditures must be used for strategies included in the district's MDE-approved A&I plan which provide direct services to students. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required					Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?		
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	CRS	List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Budget Narrative Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.	Goal #	Intervention # and Name
salaries for cultural liaisons	005	610	313	175	672	\$55,640.00		college readiness to increase students who are in	all goals	bridge cultural and socio-
fringe for cultural liaisons	005	610	313	2xx	672	\$26,249.00		Provide student and family support with career and college readiness to increase students who are in pathway, AP and honors courses, attendance and social emotional supports	all goals	Intervention #1 Staffing to bridge cultural and socio-economic barriers; Intervention #2 Provide staffing with targeted training in preparing historically underrepresented for postsecondary experiences; Intervention #3 Provide targeted family engagement programming; Intervention #4 Targeted Mentoring to ensure culturally & socio-economically diverse students are registered for & successfully complete rigorous pathway coursework.
Summer Enrichment	005	610	318	185	672	\$10,000.00		Registration fees for summer enrichment in GTI institute	3 & 4	Intervention #6 Innovative integrated learning environments designed to increase cultural fluency, competency, interaction and greater access to rigorous extended learning opportunities, which students of color and students who qualify for free or reduced prices meals are underrepresented.
Summer AVID Bridge	005	610	318	185	677	\$4,877.60		summer bridge programming focused on grade level algebra & science skills	3 & 4	Intervention #2, 4 & 6 summer bridge programming focused on grade level algebra & science skills
Summer AVID Bridge (FICA)	005	610	318	2xx	677	\$789.40		summer bridge programming focused on grade level algebra & science skills	3 & 4	Intervention #6 summer bridge programming focused on grade level algebra & science skills
FIN 318 TOTAL						\$97,556.00				\$0.00

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191 District Name: Burnsville Public Schools

20% Professional Development
 List proposed FIN 313 expenditures for professional development below. No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved A&I plan. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required					Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?	
	ORG	PROG	FIN	OBJ	CRS			Budget Narrative Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.	Goal #
Provide a short description of the expenditure.						List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.		
AVID PD	005	610	313	366	683	\$30,000.00	\$0.00	training for principals and teachers	3 & 4 Intervention #2 Provide staffing with targeted training in preparing historically underrepresented; Intervention #5 Professional Development designed to increase teacher and leader capacity to provide targeted and quality instruction for culturally & socio-economically diverse students. for postsecondary experiences;
AVID PD	005	610	313	311	683	\$5,000.00		training for principals and teachers	3 & 4 Intervention #2 Provide staffing with targeted training in preparing historically underrepresented; Intervention #5 Professional Development designed to increase teacher and leader capacity to provide targeted and quality instruction for culturally & socio-economically diverse students. for postsecondary experiences;
Restorative Justice PD for Principals, APs, Deans, Social Workers	005	610	313	366	684	\$36,000.00		Training to support culturally responsive behavior support.	all goals Intervention #2 Provide staffing with targeted training in preparing historically underrepresented; Intervention #5 Professional Development designed to increase teacher and leader capacity to provide targeted and quality instruction for culturally & socio-economically diverse students. for postsecondary experiences;
Cultural Proficiency Sustained training	005	610	313	366	684	\$20,000.00		train the trainer program for teacher and principals to build intra-district sustainability	all goals Intervention #2 Provide staffing with targeted training in preparing historically underrepresented; Intervention #5 Professional Development designed to increase teacher and leader capacity to provide targeted and quality instruction for culturally & socio-economically diverse students. for postsecondary experiences;

Line Item Description	UFARS Code Required					Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ	CRS			Budget Narrative Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>	Goal #	Intervention # and Name
Provide a short description of the expenditure.						List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.			
CPSS materials (books, inventories, manuals etc.)	005	610	313	401	684	\$2,000.00		materials for train the trainer program for teacher and principals to build intra-district sustainability	all goals	Intervention #2 Provide staffing with targeted training in preparing historically underrepresented; Intervention #5 Professional Development designed to increase teacher and leader capacity to provide targeted and quality instruction for culturally & socio-economically diverse students. for postsecondary experiences;
CPSS teacher training	005	610	313	185	684	\$8,684.00		train the trainer program for teacher and principals to build intra-district sustainability	all goals	Intervention #2 Provide staffing with targeted training in preparing historically underrepresented; Intervention #5 Professional Development designed to increase teacher and leader capacity to provide targeted and quality instruction for culturally & socio-economically diverse students. for postsecondary experiences;
CPSS teacher training			313	2xx	672	\$1,316.00			all goals	Intervention #2 Provide staffing with targeted training in preparing historically underrepresented; Intervention #5 Professional Development designed to increase teacher and leader capacity to provide targeted and quality instruction for culturally & socio-economically diverse students. for postsecondary experiences;
TOTAL						\$103,000.00				

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191

District Name: Burnsville Public Schools

20% Professional Development

List proposed **FIN 318** expenditures for professional development below. No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved A&I plan. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required					Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?	
	ORG	PROG	FIN	OBJ	CRS			Budget Narrative Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>	Goal #
Provide a short description of the expenditure.			318			List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.		
			318				\$0.00		
			318						
			318						
TOTAL							\$0.00	\$0.00	

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191 | District Name: Burnsville Public Schools

10% Admin/Indirect Costs
 List proposed **FIN 318** Administrative/Indirect expenditures below. No more than 10% of the budget may be spent on Admin costs for activities included in an MDE-approved A&I plan. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required					Budgeted Amount	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ	CRS			Budget Narrative	Goal #	Intervention # and Name
Provide a short description of the expenditure.			318			List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>		
			318							
			318							
			318							
			318							
Total						\$0.00	\$0.00			

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191 District Name: Burnsville Public Schools

80% Direct Services to Students
 On this worksheet list proposed **FIN 313** expenditures for Direct Student Services for your district's Racially Identifiable School(s). At least 80% of a district's proposed expenditures must be used for activities included in the district's MDE-approved A&I plan which provide direct services to students. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Intervention # and Name
Provide a short description of the expenditure.			313		List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>		
			313			\$0.00			
			313						
			313						
			313						
			313						
			313						
FIN 313 TOTAL					\$0.00	\$0.00			

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191 District Name: Burnsville Public Schools

80% Direct Services to Students
 On this worksheet list proposed **FIN 318** expenditures for Direct Student Services for your district's Racially Identifiable School(s). At least 80% of a district's proposed expenditures must be used for programs in the district's MDE-approved A&I plan which provide direct services to students. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Do	Goal #
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Provide a brief description of the expense each expenditure will fund.		
			318			\$0.00			
			318						
			318						
FIN 318 TOTAL					\$0.00	\$0.00			

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191

District Name: Burnsville Public Schools

20% Professional Development

On this worksheet list proposed **FIN 313** expenditures for professional development for your district's Racially Identifiable School(s). No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved A&I plan. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?	
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #
Provide a short description of the expenditure.			313		List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>	
			313			\$0.00		
			313					
			313					
			313					
			313					
			313					
TOTAL					\$0.00	\$0.00		

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191

District Name: Burnsville Public Schools

20% Professional Development

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Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?	
	ORG	PROG	FIN	OBJ			Budget Narrative Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.	Goal #
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.		
			318			\$0.00		
			318					
			318					
TOTAL					\$0.00	\$0.00		

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191 | District Name: Burnsville Public Schools

10% Admin/Indirect Costs

List proposed Administrative/Indirect **FIN 313** expenditures for your district's Racially Identifiable School(s) below. No more than 10% of the budget may be spent on Admin costs for activities included in an MDE-approved A&I plan. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?	
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #
Provide a short description of the expenditure.			313		List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>	
			313					
			313					
			313					
Total					\$0.00	\$0.00		

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:



FY 2019 Achievement and Integration Budget

District Number: 191 District Name: Burnsville Public Schools

10% Admin/Indirect Costs
 List proposed FIN 318 Administrative/Indirect expenditures for your district's Racially Identifiable School(s) below. No more than 10% of the budget may be spent on Admin/Indirect costs for activities included in a district's MDE-approved A&I plan. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the A&I Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Amt	Plan Crosswalk – Which A&I plan activity does each line item support?	
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY19 expenditures by 12/1/19.	Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.	
			318					
			318					
			318					
			318					
			318					
Total					\$0.00	\$0.00		

Note: Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab – DSS, PD, or Admin Cost.

Comments:

1. Integrated Pre-K-12 environments
2. Family engagement programs to increase student achievement
3. Professional development to increase achievement for all students
4. Career & college readiness, rigorous coursework
5. Recruitment & retention of diverse staff
6. Equitable access to effective and diverse teachers



**Agenda V.A.
March 8, 2018**

TO: Members, Board of Education
FROM: Lisa K. Rider, Executive Director of Business Services
DATE: March 1, 2018
RE: Award Transportation Contract

RECOMMENDATION: That the Board of Education award the Transportation Contract for the FY19 and FY20 school years to Schmitt & Sons Buses (Burnsville) L.L.C. with the option to extend for two more years.

In January the school district published a Request for Quotation for Transportation Services. Proposals were opened on February 15 and shared in a workshop environment with the Board of Education.

Since February 15, ISD 191 along with contracted services from K-12 Transportation have entered into discussions with vendors regarding their proposals for clarification and discussion of contract terms.

Given our past two years where our current vendor has not been able to fulfill our transportation contract for the regular to and from routes, there was a need to seek proposals. It is expected the vendor awarded our contract will fulfill the needs of the district with the option of the district to use other transportation resources as needed for ancillary routes.

BURNSVILLE –EAGAN- SAVAGE
Burnsville, Minnesota
PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minn. Stat. 123B.52, subdivision 1 and 3, this agreement is made and entered into as of the _____ day of *March*, 2018, by and between INDEPENDENT SCHOOL DISTRICT NO. 191, BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS, Burnsville, Dakota County, Minnesota, hereinafter called "School District" and Schmitt & Sons Buses (Burnsville) L.L.C., Lakeville, Minnesota, hereinafter called "Contractor."

WITNESSETH

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

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

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

1. TERM

The initial term of this agreement shall commence July 1, 2018 and shall continue through June 30, 2020, with the option, at the District's sole discretion, to renew the agreement for an additional two years (July 1, 2020 through June 30, 2022). The District shall provide Contractor with notice of renewal or non-renewal at least 90 days prior to the end of the second Contract Year. For Purposes of this Agreement, the term "Contract Year" shall mean each one year period commencing July 1 during the term of this Agreement. The School District shall have the right to terminate the contract without cause effective with the beginning of any 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 pupil transportation services as described in the "**Burnsville-Eagan-Savage Public Schools Student Transportation Specifications & Conditions**", see **Appendix A** which is incorporated in this Agreement.

3. COMPENSATION AND BILLING

In consideration for services rendered hereunder, School District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in **Appendix B** attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

Contractor will invoice the School District monthly. Invoice will include information that allows the School District to verify amounts charged. Payments to the Contractor by the School District will be made on a monthly basis.

Independent School District No. 191, Burnsville-Eagan-Savage
Transportation Agreement

4. CONTRACTOR RESPONSIBILITIES

Upon request, Contractor shall provide the School District preceding each Contract Year with a "service plan for pupil transportation services." Contractor shall work with School District's Administration or designee in planning services and otherwise implementing the Agreement. The "service plan" must include at a minimum the following:

- a. List of drivers, both primary and substitutes.
- b. List of bus and van equipment that will be used in providing the contract services, along with the make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
- c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- d. Insurance information required by the Agreement.
- e. Staff training plan including materials and schedule.
- f. Contractor shall support student bus and traffic training classes at the beginning of each school year at each school. Evacuation practices will be conducted yearly.

5. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports may include, but are not limited to:

- Accident Reports
- Student Discipline Reports
- Bus Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Bus Ridership Reports - for each route including special education transportation routes
- Driver Qualification Reports

6. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and School 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 School District. Contractor shall be responsible for, and hold School District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

7. 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 School 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:

Automobile Liability	\$1,000,000	combined single limit
Commercial Liability	\$1,000,000	combined single limit
Umbrella Liability	\$10,000,000	

Independent School District No. 191, Burnsville-Eagan-Savage
Transportation Agreement

Contractor agrees to provide School District a certificate of insurance evidencing such coverage and designating School 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 School District.

8. PERFORMANCE BOND

The School District may require the Contractor provide the School District with a performance bond valued at 100% of the school year 2018-2019 anticipated contract amount. The School District will have the option to require future performance bonds. The School District will reimburse the Contractor as indicated in Appendix B.

9. INDEMNIFICATION

Contractor shall hold School District, its governing board, officers and employees harmless and does hereby indemnify School District, its governing board, officers and employees 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 School District, its agents or employees. The Contractor also agrees to indemnify and save the School District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, School 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 School District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of 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 School 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. 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 School District personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, School District shall excuse Contractor from performance under this Agreement for the duration of the force majeure event.

12. 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, School District shall have the right to hire others to continue service, and Contractor shall be

Independent School District No. 191, Burnsville-Eagan-Savage
Transportation Agreement

liable to District for the reasonable incremental cost District incurs to pay for such services above what District would have paid Contractor for the identical service. Such liability shall end at the end of the school year in which Contractor was prevented from carrying out the terms of this Agreement or when Contractor is able to resume service, whichever comes first.

13. INCLEMENT WEATHER / SCHOOL CLOSINGS

If school is canceled because of inclement weather or impassability of roads there will be no charges. Contractor shall be responsible for providing timely information on road conditions during inclement weather situations that will assist the district in deciding whether school will be in session.

14. EMERGENCY RESPONSE PROGRAM

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

15. SUPERVISORY AND LIAISON PERSONNEL

The contractor shall designate a permanent regular, full-time supervisor to be directly responsible for the provision of all services required in the School District contract. The supervisor will be approved by the School District and is 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 school District Designee for purposes of service coordination. The School District expects that the supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform School District of the name(s) and business address(s) of such management personnel.

16. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

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

- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate 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.

Independent School District No. 191, Burnsville-Eagan-Savage
Transportation Agreement

- 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:

- a. Enough to safely operate the type of school bus the driver will be driving.
- b. Emergency procedures.
- c. Student Management procedures, including issues relating to students with disabilities.
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies.
- e. Knowledge of student loading and unloading procedures.

An ongoing performance monitoring and assistance program should include:

- a. Random drug testing.
- b. Daily observance of employees to detect violations of drug policy.
- c. Advance knowledge of routes, including substitutes.
- d. Route accuracy including proper stops and updated paperwork.
- e. Demonstrated driver-passenger professionalism.
- f. Competency in physically driving the assigned vehicle and equipment.

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

17. 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

Independent School District No. 191, Burnsville-Eagan-Savage
Transportation Agreement

and accepted industry maintenance standards. School District reserves the right to request maintenance records at any time during Agreement.

Buses supplied by the Contractor will comply with requirements outlined in **Appendix A**.

Age of vehicle maybe determined by date indicated on manufacturer's plate or date put into service.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom School 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.

18. TERMINAL

The Contractor shall maintain a terminal and office that is within 30 minutes from any portion of the district.

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

Contractor must provide adequate phone lines and a facsimile machine. Contractor must provide a 24-hour answering "service."

Facility must be equipped with Internet service.

Contractor shall make all reasonable efforts to ensure that School District is given the right of first refusal to take over the Contractor's terminal lease after the termination of Contractor's terminal lease or upon termination of this agreement if this agreement shall terminate prior to Contractor's terminal lease.

19. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with School 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 School 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 School District and Contractor.

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

20. 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 School District.

21. TERMINATION

If either party shall willfully violate any of the material 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. If the District is the party terminating this Agreement, the District shall have the option to extend the termination date an additional 30 days while it arranges for substitute transportation. During said additional 30 days, each and every obligation, duty and right of the respective parties outside of this Paragraph 20 shall continue in effect.

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

22. 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.

23. SURVIVAL

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

24. 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.

25. MODIFICATION

Contractor and School 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.

26. 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 or via overnight courier.

Notices to School District shall be addressed to:

Glenn Simon
Director of Operations & Transportation
Burnsville-Eagan-Savage Public Schools
200 W. Burnsville Parkway
Burnsville, MN 55337
Telephone: (952)707- 2035

Independent School District No. 191, Burnsville-Eagan-Savage
Transportation Agreement

Notices to Contractor shall be addressed to:

Contract Administrator
Schmitt & Sons Buses (Burnsville) L.L.C.
22750 Pillsbury Avenue
Lakeville, MN 55044
Telephone: (952)985-7514

Either School 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.

27. 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 School District and Contractor other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7th day of March, 2018.

Schmitt & Sons Buses (Burnsville) L.L.C.

Independent School District No. 191

By: William Korbold
Name: William Korbold
Title: CHIEF OPERATING OFFICER
Date: MARCH 7, 2018

By: _____
Name: _____
Title: _____
Date: _____

(Note: Appendix A and B shall be attached)

**INVITATION FOR QUOTATIONS
Student Transportation Services
Independent School District 191
Burnsville-Eagan-Savage School District**

NOTICE IS HEREBY GIVEN that written, sealed quotations will be received by ISD 191 (Burnsville-Eagan-Savage School District), until 10:00 a.m. (CST), Thursday, February 15, 2018, for certain Student Transportation Services. On the above date and time, authorized persons of and ISD 191 and K12 Transportation Management Services will publicly open the quotations received and read aloud the names of interested parties submitting quotations, the dollar amount of their quotation and other pertinent data. This meeting will be held in the Business Department at the Administrative Service Center, 200 W. Burnsville Pkwy, Burnsville, MN 55337

Quotations must be received by U.S. mail or delivered in person, on or before the above date and time, in a sealed envelope clearly marked "Burnsville Student Transportation Services" to:

Independent School District 191
Glenn Simon, Dir. of Operations and Transportation
200 W. Burnsville Pkwy
Burnsville, MN 55337

The School District will hold a mandatory informational meeting for interested service providers at 10:00 a.m., Tuesday, January 30, 2018, at the Administrative Service Center. The School District's student transportation needs that are the subject of the specifications will be reviewed and questions answered.

Questions regarding the RFQ and Specifications will be accepted by email (gsimon@isd191.org) until Friday, February 2, 2018 at 5:00 p.m. A response to all questions received, will be provided to all interested parties by Friday, February 9, 2018 at 5:00 p.m. via email.

Quotations received after the due date and time will be rejected. ISD 191 is using an open bid process for the services of Student Transportation Services and disclaims usage of any other options allowed under applicable law. The School District reserves the right to reject any and all quotations and waive irregularities therein and further reserves the right to award the contract for services that is in the best interest of ISD 191.

The winning quotation will be judged by a combination of price and the quality of the service as indicated in the specifications. General information and specifications may be obtained beginning January 12, 2018, by contacting Glenn Simon, (email: gsimon@isd191.org).

**INDEPENDENT SCHOOL DISTRICT 191
BUS TRANSPORTATION SPECIFICATIONS & CONDITIONS**

**SECTION I
GENERAL DIRECTIONS**

1.1 Duration

The service shall be for the 2018-2019 and 2019-2020 school years with an option to extend the contract for additional two years at the School District’s discretion. The School District shall have the right to terminate the contract for cause effective with the beginning of any school year by giving ninety (90) days written notice.

1.2 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 School District. There shall be no change in any bus route or time schedule without the consent of the School District. It is understood by the Contractor and the School District that the annual consideration provided in the contract is for the entire school year. In the event changes are made by the School District concerning the number of student days or vehicles required, the payment to the Contractor shall be changed accordingly.

1.3 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.

1.4 Bid Bond and Performance Bond

A bid bond or certified check for 5% of the estimated first year of an agreement shall accompany the proposal as assurance that the Contractor, if awarded the contract, will promptly enter into a contract with the School District.

The Contractor shall enter into a formal contract based on the conditions and specifications as set forth herein. The Contractor 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. The cost of the bond shall be listed separately on the attached proposal and should not be included in any of the listed route rates.

As part of the proposal the Contractor should include a letter from a bonding company confirming the Contractor’s ability to obtain a bond.

1.5 Award

ISD 191 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 that in its judgment is in the best interest of the School District.

The School District will consider two contracts, one for regular routes and one for special transportation routes.

SECTION II
SPECIFIC CONDITIONS

2.1 Vehicles

- 2.1.1 Contractor will furnish vehicles to cover all routes and sufficient spare vehicles (at least 10% of total daily regular and special education routes) to ensure uninterrupted service.
- 2.1.2 Included in the proposal shall be a list of equipment the Contractor proposes to utilize in services provided. The Contractor shall include with the proposal evidence they have such equipment in their immediate possession, or certification from a manufacturer or dealer that such equipment will be provided for service prior to the start of the contract.
- 2.1.3 All vehicles must be maintained in safe operating condition, and the Contractor shall provide that exterior and interior cleanliness be maintained. The average age of the fleet shall be no more than 6 years old. No route vehicle shall be more than 10 years of age, and no spare shall be more than 12 years of age. If the Contractor wants to run a spare for longer, they must have the vehicle inspected by the School District and/or designated agent to obtain permission.
- 2.1.4 Additional equipment – Additional equipment such as wheelchair lifts may have to be added throughout the year. Equipment, which is unique to meet the needs of an individual student, shall be identified by the School District.
- 2.1.5 All vehicles shall be equipped with:
 - A. 2-way radios (Which the District will be given access to)
 - B. PA systems so drivers can talk to students
 - C. Back-up alarms
 - D. A swing gate
 - E. An electronic device that requires the driver to walk to the back of the bus to check for students after each route.
 - F. Camera systems (including audio) will be required on all route buses and spares. A minimum of 2 cameras and the ability to increase the number of cameras to a minimum of 4 are required on all buses that will be used to transport the School District’s students. The type of camera system used shall record to a hard drive and must be approved by the School District.
 - G. A GPS will be installed on all buses to be used for the School District. The system must be approved by the School District and shall be accessible by the School District or its designee.
- 2.1.6 Regular transportation vehicles will be a minimum 77 passenger. Included will be a minimum of three vehicles with a wheelchair lift. Use of vehicles other than that will need School District approval.

2.2 Insurance

2.2.1 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:

Automobile Liability	\$1,000,000	combined single limit
Commercial Liability	\$1,000,000	combined single limit
Umbrella Liability	\$10,000,000	

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

2.2.3 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 operation of vehicles pursuant to the contract awarded here under.

2.2.4 Contractor’s liability insurance policy under this section shall name the School District and its employees as additional insured entity on its insurance policy.

2.3 Service Conditions

2.3.1 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 School District.

2.3.2 Students with disabilities shall be picked up immediately in front or as near as possible to the home. A 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.

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

- 2.3.4 The successful Contractor shall be highly selective in the employment of drivers and bus aides. The Contractor will be required to utilize only those drivers holding a valid Class A or Class B license with a school bus endorsement who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to the School District. The School 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 Contractor shall implement a dress code that for all employees that shall be agreed to by the School District.

Contractor will employ required drivers to cover all routes and sufficient standby drivers (at least 10% of total daily regular and special education route drivers) to ensure uninterrupted service and compliance with contract. Standby drivers should not include non-driving staff used by the Contractor to fulfill this contract (Management, Dispatch, Trainers, etc.).

- 2.3.5 Before the beginning of the school year and at such other times as required by the district, Contractor shall furnish the School District with a current roster of all its' drivers transporting School District pupils. Names, addresses and school bus drivers' license numbers for all drivers and substitutes will be furnished to the School District
- 2.3.6 The Contractor shall identify one or more individuals in its employ who will serve as driver trainer(s) and will notify the School District in writing as to which individual(s) is/are filling the role(s).
- 2.3.7 No driver shall be assigned to a route in the School District because of their removal from another district for non-compliance of rules, regulations, laws, or procedures without permission of the School District.
- 2.3.8 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 at any time.
- 2.3.9 Successful Contractor shall be responsible for handling complaint calls.
- 2.3.10 The drivers shall be responsible for enforcement of the School District rules on student conduct.
- 2.3.11 The Contractor will be responsible for performing two emergency evacuation drills per year. These drills will be coordinated with the School District and performed at no additional cost. If classroom school bus safety training (for students) is provided by the Contractor, the Contractor shall negotiate a cost for providing this training in advance.

2.3.12 The Contractor shall understand that information regarding students and routes is confidential and shall be responsible for the training of all employees regarding confidentiality.

2.3.13 Due to the fact that the bus company may have the ability to access confidential data, the School District reserves the right to access the bus companies computer system at any time to confirm that proper district procedures are being maintained to protect this data. The School District also may require the bus company to implement specific data privacy procedures to assure that their data is secure.

2.3.14 Identification badges must be provided for all drivers operating vehicles under this contract. These shall be provided at the expense of the Contractor.

2.4 Use of Contractors Equipment

It is agreed by the Contractor and the School 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 School District may deem appropriate. The School 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 School District in providing the services contemplated by the contract.

2.5 Payments

Contractor will invoice the School District monthly. Invoice will include information that allows the School District or district designee to verify amounts charged and itemized. Payments to the Contractor by the School District will be made on a monthly basis.

2.6 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 direct the operation of the Contractor's buses as it deems necessary.

2.7 Title IX Compliance Notice - Nondiscrimination Policy

As required by Title IX of the Education Amendments of 1972.
All vendors must comply with OSHA regulations where applicable.

2.8 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 there will be no liability on the part of the School District for any type of tax assessed thereon.

2.9 Scheduling

The School District or its designee shall schedule the routes and the Contractor shall operate the buses according to the routes established. The Contractor shall also furnish the District with any concerns associated with the routes on an ongoing basis. The Contractor and School District shall cooperate with each other in maintaining a good public relations program with the community.

Routes may be modified by the School District to assure the timely delivery of students to and from school. Modifications shall not be made for seasonal changes, road construction or other temporary conditions unless the district determines that it is needed in order to get students to school on time.

2.10 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 School District for inspection at all times.

2.11 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. Supervisor shall not be assigned to a route.

This person must attend all meetings required by the School District that support the common goal of safety and service throughout the community. This could include participation in crisis management team, city/county meetings, open houses, and other safety or service related meetings within the community.

The School District shall approve the supervisor.

2.12 Safety Program

2.12.1 The Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. 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 route schedules.

2.12.2 The Contractor shall identify at least one person to be the "School Bus Trainer". This person must (at a minimum) attend the annual "Train the Trainer" conference. This person must also be certified in wheel chair securement and be certified as a child passenger safety technician (including school bus training). Other safety training required by the School District shall be attended at the Contractor's expense unless the training is held outside of Minnesota, and then the School District shall be responsible for travel expenses.

2.12.3 The School Bus Safety Trainer must meet with the School District when requested to update the district on what is being done at safety meetings, and to discuss how the Contractor is keeping up with "Best Practices" in the area of School Bus Safety training.

2.12.4 In addition to the annual evaluations, a minimum of 8-hours of in service training must be done with all drivers on an annual basis. At least 4 of these hours must be done during the school year at a monthly safety meeting (4-1 hour meetings). A representative from the School District or its designee may attend these meetings, and the Contractor must provide any training required by the School District.

The School District may require drivers and bus aides to attend a minimum of eight hours up to 16 hours of professional development provided by the School District. These hours do not satisfy the required training listed above. The Contractor will pay any employee wages.

2.12.5 School bus safety training must be documented for all drivers, and this documentation must be provided to the School District as requested.

2.13 Contractor Not an Agent

In the interpretation of this agreement and the relations between the Contractor and the School 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 School District.

2.14 Accident Reports

In the event of an accident, a verbal report shall be made immediately to the School District or its designee. The School District shall provide a written procedure that must be followed if an accident occurs. A written accident report will be submitted to the School District within two working days of the accident. In the event of a crisis, the ISD 191 Crisis Management Policy must be followed.

2.15 Terminal

The Contractor shall maintain a terminal that is within 30 minutes of any portion of the School District for the duration of the contract.

The present terminal used by Durham School Services to provide service to the ISD 191 is located at 3100 State Highway 13, Burnsville, Minnesota.

SECTION III **MISCELLANEOUS PROVISIONS**

3.1 Applicability of Laws

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 The successful Contractor shall comply with the School District's adopted transportation policies and regulations.

3.2 Reports

The following reports will be required. Contractor will furnish additional information upon request.

- Driver report. This report must include the name, address, license number and current work assignment of each driver (route and sub drivers). Due September 1st.
- Driver Training report. This report will show the driver's training during the school year. Should include date, safety topics, and hours. Due May 1st.
- Mileage report. This report must include all miles driven by category (Special Ed, Regular, Shuttles, Field trips etc.). These miles must be reported in a format as required by the state of Minnesota. Due July 15th.
- Fleet report. This report must contain all vehicles used (routes and spares) for the purpose of transporting students in the district. Report to include: (VIN number, yr., model, category, and all requirements stated in 2.1.5. Due August 15th.
- Staffing report. This report must include a list of all non-driving staff used by the Contractor to fulfill this contract (Management, Dispatch, Trainers etc.). Due September 1st.

SECTION IV
CONCLUSION

- 4.1 ISD 191, 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 Department 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, the district 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.

- 4.2 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 district for clarification.

- 4.3 The district reserves the right to contract with other vendors or operate its own buses for low incidence transportation services if it is more economical for the School District to do so.

- 4.4 The School District retains the right to re-assign routes to other Contractors if the School District determines that the Contractor is not meeting the needs of the ISD 191.

SECTION V
TRANSPORTATION SERVICES REQUIRED

5.1 Regular Transportation

- 5.1.1 Type of transportation: school bus service for public, non-public and kindergarten.
- 5.1.2 Transportation for public and non-public schools.
- 5.1.3 To and from the assigned bus stops, and to various buildings as assigned.
- 5.1.4 The route information is based on the 2017-18 school year. The School District is currently utilizing 60 regular transportation routes for the 2017-18 school year.
- 5.1.5 The Contractor shall have adequate spare buses to take care of emergencies and field trips. The number of spare buses should be at least 10% of the total regular and special education routes.
- 5.1.6 The Contractor shall provide written information with the proposal stating how emergencies, breakdowns, etc., are handled, including response time.
- 5.1.7 The proposal should be based on the current routes provided by the School District. 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.
- 5.1.8 Bus routes and stops will be determined by the School District. Bus drivers and the Contractor 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.
- 5.1.9 The School District reserves the right to reduce, or expand the number of Contractor buses, and to adjust the contract because of the change. The change in the Contract will be discussed with the Contractor before changes are made

5.2 Field Trips

- 5.2.1 Contractors are authorized to accept field/athletic trip orders only from designated School District personnel.

5.2.2 The district reserves the right to contract with other vendors or operate its own buses for field/athletic trips if Contractor is unable to provide the service.

5.3 Special transportation

5.3.1 Type of transportation: School bus service and Type III vehicle use for students with disabilities, and special individually placed students to locations in and out of the School District.

5.3.2 Transportation for public and non-public schools, and other locations as required.

5.3.3 From home of the special needs students to various locations.

5.3.4 The route information is based on the 2017-18 school year. The School District is currently utilizing 43 special transportation routes for the 2017-18 school year.

5.3.5 The Contractor shall have adequate spare buses to take care of emergencies. The number of spare buses should be shown with the list of buses attached to the quotation.

5.3.6 The starting time of schools and routes will be determined by the School District.

5.3.7 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.

5.3.8 The School District reserves the right to reduce or expand the number of Contractor buses and to adjust the contract because of the change. The change in the contract will be discussed with the Contractor before changes are made.

5.3.9 Type of service provided:

- Wheelchair - a lift bus is required for some students
- Car Seats/Booster Seats/Vests/Restraints - are required for some students
- Half - Day Schools have some students attending A.M. or P.M. sessions only.

5.3.10 Specific accommodations related to a student's needs as defined on an IEP must be provided by the bus company i.e. bus aide, harness, wheelchair lift, etc.

SECTION VI
OTHER CONTRACT PROVISIONS

6.1 Assignments or Transfers

- 6.1.1 The Contractor shall not assign or transfer any part of their obligations and responsibilities in this contract without the prior written approval of the School Board or its designee.
- 6.1.2 The School District must approve all Subcontractors hired by the Contractor to provide services required by this contract. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Contractor.
- 6.1.3 In the event that the Contractor is unable to provide sufficient staff to fulfill their responsibilities and the Contractor is unable to find a School District approved Subcontractor, the School District will transfer responsibilities of the unfulfilled routes to a School District secured Subcontractor. By which the Contractor would be responsible for the Subcontractor costs above the contracted rates plus 10% for administrative costs.

6.2 Changes in Routing and Scheduling

- 6.2.1 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.
- 6.2.2 In the event that the number of routes in the School 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.
- 6.2.3 Should the number of days of transportation required change during the school year for reasons other than inclement weather, the contract will be adjusted on a prorated basis.

6.3 Fines and Penalties for Non-compliance

Note: All fines are per occurrence and will be subtracted from the check as they occur monthly.

- 6.3.1 A fine of twice the normal daily route pay will be imposed on the Contractor for any of the following:
 - Allowing a driver to drive a route without the appropriate driver's license
 - Running a route more than an hour late due to lack of drivers or equipment
 - Running a route with a vehicle that does not have a current inspection sticker

- 6.3.2 A fine of 1/2 times the normal daily route pay will 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, ties
 - Allowing a driver to drive in the School District who has been suspended from the School District for cause.
 - Transporting persons other than those assigned by the district without prior approval from the School District.
 - Allowing a driver to use a personal cell phone anytime the bus is in motion or when students are on board.
 - Failure to correct a problem or complete an agreed change in a route within 2 business days.
 - Changing a school bus route or making stops not approved by the School District.
 - Conduct of a Contractor's employee including disrespectful behavior towards School District personnel or the public.
- 6.3.3 A fine of \$100.00 per training session shall be billed for each driver who has not completed the required 8 hours of annual safety training (If any training sessions are missed, the Contractor shall provide an alternate to the training for that driver). All drivers must sign off on a form stating that they received the training after each training session, and these forms must be maintained in the driver's training files.
- 6.3.4 A fine of \$2,000.00 will be billed if the Contractor does not check Motor Vehicle records twice a year on licensed drivers.

6.4 Fuel Charges

- 6.4.1 Contractor shall furnish all fuel to be used in its performance of the Contract. Contractor's compensation for services rendered to serve this contract shall be adjusted monthly to reflect the changes service provider's cost of fuel. The Contractor's "Base Fuel Cost" shall be \$3.00 per gallon of fuel, inclusive of applicable taxes. If the cost per gallon is over \$3.00, the School District will reimburse the Contractor. If the cost per gallon is less than \$3.00 the Contractor will credit the School District.

Calculation of gallons used will be determined by the following method. Total live miles as determined by the Versatrans software. Total live miles are then divided by 6 miles per gallon in order to get the total gallons. The Contractor will develop a monthly spreadsheet to determine the fuel clause. Contractor will provide fuel invoices if requested by the district. Contractor will invoice/credit the district monthly for fuel. There will be no fuel charges for non-route service.

[Type here]

[Type here]

Appendix A

Independent School District 191

200 W. Burnsville Parkway, Burnsville, MN 55337

Quotation Number: School Bus Transportation Services

Submitted By: Firm Name: _____
Signature: _____
Title: _____
Address: _____
Telephone #: _____
Date: _____

EXHIBIT A

**RATES FOR STUDENT TRANSPORTATION SERVICES
SERVICE RATES: SY 2018-2019, 2019-2020 (Year ending July 31, 2019 and 2020)**

- Regular "To and From" Routes.** Per bus cost for all regular "to and from" routes, home-to-school" transportation, for the days of school operation A.M. and P.M. Vehicle Type A, B, C or D. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
Type C or D – 71 and 77 Passenger		
Type A or B		

- Midday Routes.** The per bus cost for all midday routes for the days of school operation. Vehicle Type A, B, C or D (Must provide cost for #1 above if quoting routes).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
Type A, B or C		

- Special Transportation "To and From" Routes.** The per bus cost for all special transportation and special needs routes, home-to-school transportation, for the days of school operation A.M. and P.M. Vehicle Type III, A, B or C. Minimum use is 4.00 hours. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
In-District - Type III		
In-District - Type A & B		
In-District - Type C		
Out-Of-District - Type III		
Out-Of-District - Type A & B		
Out-Of-District - Type C		

Annual cost for lift equipped vehicle: _____ \$ _____

[Type here]

[Type here]

Per "Live" Hour cost for Paraprofessional / Bus Aide: \$ _____

Annual cost to provide special education routing service: . \$ _____

4. **Shuttle or Late Activity Service.** The per bus cost for all shuttle service, live time from pick up to drop off. One(1) hour minimum. In District and Out of District service (note: some shuttles may be added to AM/PM or mid-day routes with time added to the regular daily route in lieu of paying shuttle cost).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
In-District - Type III		
In-District - Type A & B		
In-District - Type C		
Out-Of-District - Type III		
Out-Of-District - Type A & B		
Out-Of-District - Type C		

5. **Summer School Transportation Services.** The annual cost figure for all summer school routes for each year of the term shall be submitted. The summer school rates shall be quoted as a % of the rates for regular "to & from" transportation services.

The summer school rates shall be ____% of regular transportation and Special transportation rates in items #1 and #3 above.

6. **Extra-curricular and Athletic Trips; Activity and Field Trips.** Unit costs for each year of the term include all fuel costs including taxes, labor costs including taxes, maintenance and repair costs, and other direct and indirect costs.

In-District - Live Hour Rate – pick up to return drop off, (2.0 hrs base): \$ _____

Out-of-District - Live Hour Rate – pick up to return drop off, (2.0 hrs base): \$ _____

Additional ¼ hour rate: \$ _____

There will be a charge of \$ _____ for any bus canceled on arrival at the destination point of origin.

There will be a charge of \$ _____ for any bus canceled one (1) hour or less of the scheduled arrival time at the designated point of origin.

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.

[Type here]

[Type here]

Appendix A

7. 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 is as follows:

\$_____ Per Year

COMMENTS: _____

EXHIBIT A / APPENDIX A – 2

ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE

The district has the right to extend this contract for 2 additional years (2020-2021 and 2021-2022).

The rates established pursuant to the quotation process shall apply to the 2018-2019 and 2019-2020 school years. If the School District elects to extend the contract for the 2020-2021 school year, the rates established for the 2019-2020 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the 12-month period ending December 31, 2019 or the Contractor quoted percentage increase, whichever is less. If the School District elects to extend the contract for the 2021-2022 school year, the rate established for the 2020-2021 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the 12-month period ending December 31, 2020 or the Contractor quoted percentage increase, whichever is less.

Please provide a cost for each extended contract year:

For the 2020-2021 School Year the Contractor agrees to operate at an increase of _____% or the CPI as described above (whichever is less).

For the 2021-2022 School Year the Contractor agrees to operate at an increase of _____% or the CPI as described above (whichever is less).

Company Name _____

Authorized Signature _____

Date _____

EXHIBIT A

RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES: SY 2018-2019, 2019-2020 (Year ending July 31, 2019 and 2020)

1. **Regular "To and From" Routes.** Per bus cost for all regular "to and from" routes, home-to-school transportation, for the days of school operation A.M. and P.M. Vehicle Type A, B, C or D. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
Type C or D – 71 and 77 Passenger	\$320	\$11.00
Type A or B	\$325	\$11.00

2. **Midday Routes.** The per bus cost for all midday routes for the days of school operation. Vehicle Type A, B, C or D (Must provide cost for #1 above if quoting routes).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
Type A, B or C	\$53.00	\$11.00

3. **Special Transportation "To and From" Routes.** The per bus cost for all special transportation and special needs routes, home-to-school transportation, for the days of school operation A.M. and P.M. Vehicle Type III, A, B or C. Minimum use is 4.00 hours. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
In-District - Type III	\$305	\$11.00
In-District - Type A & B	\$325	\$11.00
In-District - Type C	\$325	\$11.00
Out-Of-District - Type III	\$305	\$11.00
Out-Of-District - Type A & B	\$325	\$11.00
Out-Of-District - Type C	\$325	\$11.00

Annual cost for lift equipped vehicle: _____ \$1,495.00

Per "Live" Hour cost for Paraprofessional / Bus Aide: \$24.65

Annual cost to provide special education routing service: . \$ _____

4. **Shuttle or Late Activity Service.** The per bus cost for all shuttle service, live time from pick up to drop off. One(1) hour minimum. In District and Out of District service (note: some shuttles may be added to AM/PM or mid-day routes with time added to the regular daily route in lieu of paying shuttle cost).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
In-District - Type III	\$45.00	\$11.00
In-District - Type A & B	\$50.00	\$11.00
In-District - Type C	\$50.00	\$11.00
Out-Of-District - Type III	\$45.00	\$11.00
Out-Of-District - Type A & B	\$50.00	\$11.00
Out-Of-District - Type C	\$50.00	\$11.00

5. **Summer School Transportation Services.** The annual cost figure for all summer school routes for each year of the term shall be submitted. The summer school rates shall be quoted as a % of the rates for regular "to & from" transportation services.

The summer school rates shall be 100% of regular transportation and Special transportation rates in items #1 and #3 above.

6. **Extra-curricular and Athletic Trips; Activity and Field Trips.** Unit costs for each year of the term include all fuel costs including taxes, labor costs including taxes, maintenance and repair costs, and other direct and indirect costs.

In-District - Live Hour Rate – pick up to return drop off, (2.0 hrs base): \$80 _____

Out-of-District - Live Hour Rate – pick up to return drop off, (2.0 hrs base): \$100 _____

Additional ¼ hour rate: \$11.00 _____

There will be a charge of \$100.00 _____ for any bus canceled on arrival at the destination point of origin.

There will be a charge of \$75.00 _____ for any bus canceled one (1) hour or less of the scheduled arrival time at the designated point of origin.

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.

7. 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 is as follows:

\$_____ Per Year

COMMENTS: _____

EXHIBIT A / APPENDIX A – 2

ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE

The district has the right to extend this contract for 2 additional years (2020-2021 and 2021-2022).

The rates established pursuant to the quotation process shall apply to the 2018-2019 school year. For the 2019-2020 school year the Contractor agrees to operate at an increase of 6.25%. If the School District elects to extend the contract for the 2020-2021 school year, the rates established for the 2019-2020 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the 12-month period ending December 31, 2019 or the Contractor quoted percentage increase, whichever is less. If the School District elects to extend the contract for the 2021-2022 school year, the rate established for the 2020-2021 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the 12-month period ending December 31, 2020 or the Contractor quoted percentage increase, whichever is less.

Please provide a cost for each extended contract year:

For the 2020-2021 School Year the Contractor agrees to operate at an increase of 1.50 % or the CPI as described above (whichever is less).

For the 2021-2022 School Year the Contractor agrees to operate at an increase of 1.30 % or the CPI as described above (whichever is less).

Company Name Schmitt & Sons School Buses (Burnsville) L.L.C.

Authorized Signature 

Date March 7, 2018