

TRANSPORTATION CONTRACT

Independent School District #239

This agreement is made effective for school years **2018-2019, 2019-2020** by and between Independent School District No. 239, Rushford-Peterson, of the County of Fillmore and State of Minnesota, hereinafter described as “School District” and Bernard Bus Service, Inc., hereinafter described as “bus operator” as follows:

1. It is contracted and agreed by and between the said parties that the bus operator shall transport school pupils required to be transported by the school district residing in the district one mile or more from designated schools according to the routes and schedules as are furnished from time to time by the superintendent of school district, or such person duly designated by him, for the period of this contract.

The bus operator agrees to provide written notice to the Board of Education of any and all pupils required to ride a bus for one hour or more on any one trip due to the regular routing of bus operator’s routes:

2. The bus operator agrees:
 - a. To furnish chassis and passenger school bus bodies both conforming to all the State and Federal Laws and regulations relating to school buses.
 - b. To keep said school buses properly stored so that they will insure proper warmth and comfort for the pupils transported therein, each bus to be equipped with good and sufficient heaters.
 - c. To have said buses maintained by qualified mechanics so that they will be at all times in good mechanical condition and kept clean and will from time to time add such equipment and safety devices as may be required by any new regulations of the State of Minnesota relating to school buses.
 - d. To furnish drivers over 18 years of age, in good health and in possession of a valid, effective bus driver’s license issued by the Motor Vehicle Department of the State of Minnesota, for said buses in adequate numbers and of proper qualifications to fulfill the requirements of the contract.
 - e. To establish and enforce regulations for the rules relating to the conduct of such drivers.
 - f. To discharge or replace any drivers violating rules of conduct or not meeting qualifications or such requirements or qualifications as may be established herein in addition therefore.
 - g. To have on hand serviceable standby buses in sufficient numbers to make all trips necessary under this contract so that all normal buses are operating at all times.
3. The entire operation contemplated in this agreement shall comply with applicable rules and regulations adopted by the State Board of Education, State Department of Transportation and the school district presently in effect or now or hereafter adopted and requested. The owner will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions of any other subdivisions of government and any other regulations relating to the operation contemplated herein.
4. All bus drivers (including substitute drivers) shall be provided training in the handling and disposal of body fluids in accordance with the district “Communicable Disease Policy.”
5. All drivers (including substitute drivers) shall be provided training in the transportation of physically and emotionally handicapped students in accordance with State Department of Education Special Education Transportation Regulations.

II.

1. The school district agrees to pay the bus operator in consideration and compensation of operator's obligation for performance under this contract for 7 regular routes an amount of:

\$311,060.00 SY2018-2019 \$320,391.80 SY2019-2020

for not more than 174 school days per school year. School closing due to inclement weather or sporting events will be paid at a rate of **\$500.00** per day. In the event the school year consists of fewer days, refer to Section V, third paragraph.

2. Payments to be \$29,000.00 starting on August 20th through May 20th and the remaining balance due on June 20th.
3. The school calendar, including vacations, holidays and recess periods, shall be provided to operator prior to the school year each year. In the event that actual numbers of days school is in session each school year and during which pupils must be transported shall exceed 174 days, the school district and operator shall determine the additional cost to operator of transporting the pupils during the additional days and the compensation to be paid to operator shall be mutually agreed upon between the parties in writing.

Winona School bus route

(price includes driver at her current wage being paid by Bernard Bus)

2018-2019	\$38,514.47
2019-2020	\$39,416.24

Payable Sept – May billed monthly

If the driver is paid through the school district the Winona School bus route annual rates will be as follows:

2018-2019	\$26,532.86
2019-2020	\$27,194.97

Payable Sept – May billed monthly

**Transportation of Physically Handicapped Students and
Special Education Students**

Shall be in addition to the above amount and paid as follows:

Transportation Contractor shall provide a hydraulic-lift chair equipped bus for physically handicapped children at compensation shall be paid per day at a rate of \$210.00 Type III, \$225.00 Type A, \$250.00 Type C

Cross-District Regular Transportation and additional route mileage increase

To be negotiated per request starting base per mile \$1.38

Extracurricular and Special Trips

Shall be in addition to the above amount and paid as follows:

The Contractor shall be paid for extracurricular and field trip assignments at a rate of **\$1.90** per mile, and **\$16.65** per hour, minimum of **\$82.00** for school year **2018-2019**, **\$1.99** per mile, and **\$17.14** per hour, minimum of **\$82.00** for school year **2019-2020**. The Contractor shall be paid **\$38.68** for school year **2018-2019**, **\$39.84** for school year **2019-2020**, per round trip for extra trips between the School District's schools or ball fields located in Rushford and Peterson. For buses to be available, the operator shall be notified one week in advance for scheduled events, and as soon as possible for rescheduled events. The contractor shall assure that the shortest reasonable route will be used for these trips.

Motor Coach Transportation

Quoted as requested

Leased bus when school uses and pays driver

\$1.25 per mile

Fuel Clause

The Rushford School Board agrees to pay Bernard Bus Service, Inc. the difference above **\$3.10** per gallon of fuel. Bernard Bus Service Inc. must provide an accurate monthly statement of the gallons used prior to any payment being made. The district may request a fuel consumption break-down by bus.

III.

1. The bus operator agrees to keep in effect liability insurance for each bus to insure against bodily injury and property damage of \$500,000 per claimant, \$1,500,000 per single occurrence, medical coverage of \$20,000 per claimant (no fault), and excess liability, bodily injury of \$2,000,000 each claimant, \$3,000,000 per occurrence. The School District shall approve the company and policy submitted to fulfill this requirement and be included in an appropriate endorsement. Any additional coverage obtained by the bus operator will apply to this contract at the time secured.
2. Operator shall not be held or deemed in any way to be the agent or employee of the school district. It is the intention of the parties that operator is and shall be considered as an independent contractor. No officer, employee or agent of operator shall be deemed to be an officer, employee or agent of the school district, unless he is also an officer or employee of the school district and in his course of employment with the school district. Operator agrees to hold harmless and indemnify the school district from any and all claims, demands, causes of action, and suits against the school district caused by the negligence or intentional acts of the officers, employees and agents of the contractor, and the school shall pay or settle no claims or judgment arising out of such negligence or intentional acts of the officers, employees, or agents of the contractor, except as otherwise required by law, without approval of the contractor or his insurer, in writing, and shall immediately give notice of all claims and suits to contractor

IV.

1. It is agreed by the parties that in the event the bus operator is unable to provide transportation services a herein specified because of acts of God, fire, riot, war picketing, civil commotion, strikes, labor disputes or any other similar condition, the school district may excuse him from performance hereunder and terminate the contract or shall have the right to take over the operation of such busses that the bus operator is prevent from running with such school employee or other persons as the school district shall pay to the bus operator for such buses the same amount specified in the heretofore mentioned rate schedule, less all expenses and cost incurred by the school district in the operation and maintenance of the vehicles.

V.

1. This agreement shall be in full force and effect for a period commencing **August 1, 2018 and ending July 31, 2020**. (This contract can be extended for no more than 2 years, the negotiations for a two-year extension will be completed by March 1, 2020) Negotiations may start at any time.

The minimum service to be provided under this agreement shall be to transport one round trip each day school is in session all pupils required to be transported under this agreement to and from school to the residing place of the pupil for a period of not more 174 days during each school year of this agreement, if required by the school district. This statement shall not in any way excuse Contractor from performing all other obligations or duties required under this contract, or the specifications or proposal attached hereto, during the period of this contract for the consideration recited.

In the event of any unforeseen and unexpected closing of the schools due to flood, fire, labor strike or any natural disaster, the contractor would receive a reduced compensation in the amount of 56% of the regular daily contract rate for the number of transport days not made up when the total days transported is less than 170 days.

This contract may be amended or terminated by mutual agreement of the parties in writing approved by the school board upon 30 days written notice of one party to the other, or as otherwise permitted by this contract or the specifications or bids attached hereto. Failure or refusal of either party to substantially perform the conditions of this contract during the term of the contract will permit the other party to terminate the contract upon 30 days' written notice in writing to the breaching party, unless within such 30-day period the breaching part shall correct the performance to the satisfaction of the other party, but both parties shall be entitled to all remedies provided by law in case of such breach, failure or refusal, but neither party shall be required to accept less than full performance of this contract unless otherwise agreed in writing by both parties. All notices under this contract required to be given to the school district shall be directed to the Clerk of the School District at the school district's administrative offices. All notices required to be given to the contractor shall be directed to it at its principle office last on record with the school district.

1. The specifications and general conditions relating hereto are included herein and made a part of this contract by reference along with any proposal submitted by operator, except as otherwise provided in this contract. Refer to the attachment Bus Transportation Specifications and Conditions.

2. The school board shall approve any and all school bus routes (7), bus stops, drivers and alternate drivers. The school district reserves the right to change or alter the schedules and routes of travel by giving at least two weeks written notice to operator, but any additional cost shall be verified in writing by the operator and additional compensation shall be mutually agreed upon by the parties in writing.

School bus routes shall remain the property of Bernard Bus Company. Electronic copies of bus routes will be provided to the District by Sept. 15th of each respective school year.

VII.

Operator cannot assign or transfer any part or all of his interest in this contract without the written approval of the school board of the school district authorized at a regular or special meeting of the school board.

VIII.

Operator and school district have complied with the provisions of M.S. 123.37, subd.1b. Any adjustments or refunds under this contract shall be determined by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement below.

BY: _____
Bus Operator

BY: _____
Board Chair

Bernard Bus Service, Inc.

Board Clerk

Dated this ____ day of _____, 2018

Dated this ____ day of _____, 2018