

CONTRACT FOR TRANSPORTATION OF STUDENTS

THIS AGREEMENT is made and entered into by and between **The Boys & Girls Clubs of Grand Rapids and Greenway**, a youth development 501(c) 3 non-profit organization, hereinafter referred to as the “Boys and Girls Club”, and the **SCHOOL BOARD OF ISD 316, Greenway Public School District**, a public school district of the State of Minnesota, hereinafter referred to as the “SCHOOL BOARD”, on the terms and conditions described herein, which terms and conditions constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

WITNESSETH

WHEREAS, the SCHOOL BOARD provides transportation to eligible students to and from school through operation of a fleet of vehicles pursuant to applicable federal and state law; and

WHEREAS, the Boys and Girls Club provides after school programs for children within certain areas as a service to the community; and

WHEREAS, the Boys and Girls Club wishes to facilitate the transportation of students from certain schools operated by the SCHOOL BOARD within the boundaries of two of the area Boys & Girls Clubs, to such after school programs; and

WHEREAS, the SCHOOL BOARD recognizes the importance of such afterschool programs to the students and their families, but due to budget constraints is unable to fund the transportation of the students to the after-school programs; and

NOW THEREFORE, the **Boys and Girls Club** and the **SCHOOL BOARD** hereby agree as follows.

1. **RECITALS**. The foregoing recitals accurately represent the intentions of the parties and they are incorporated herein by reference and are part of this Agreement.

2. **TERM**. This Agreement shall begin on September 2, 2025 by the respective parties, and shall remain in effect through May 28, 2026.

3. CONSIDERATION.

(a) **SCHOOL BOARD**: The SCHOOL BOARD shall transport eligible ISD 316 students who attend ISD 316 and whose parents/guardians have enrolled them in one of the afterschool programs operated by the Boys and Girl Club from the assigned school to such after school program on the days in which the schools are in session (one-way transportation).

(b) **Boys and Girls Club**: The Boys and Girls Club shall pay the SCHOOL BOARD the amount of the monthly invoice billed no later than thirty (30) days after the invoice has been sent. A daily rate of \$78 per school day will be charged for this service. Invoices to be sent semi-annually. Transported students shall become the responsibility of the Boys and Girls Club upon arrival at the after-school program facility and disembarking which generally is no more than 20 minutes after school dismissal.

4. INSURANCE AND INDEMNIFICATION.

(a) **INSURANCE**. The SCHOOL BOARD shall at all times relevant here to maintain liability insurance as required by state law.

(b) **INDEPENDENT CONTRACTOR STATUS**. The SCHOOL BOARD shall exercise direction and control over the student transportation covered by this Agreement. The Boys and Girls Club shall assume responsibility for the students when they disembark from the buses.

(c) **HOLD HARMLESS AND INDEMNIFICATION**. The SCHOOL BOARD and the Boys and Girls Club (including their elected and appointed officers, employees, directors, agents and other representatives), shall hold harmless and indemnify each other from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting there from, arising from the acts or omissions of such offending party in furtherance of this Agreement.

6. **ASSIGNMENT**. The Agreement shall not be assigned, transferred, or otherwise conveyed in whole or in part without the prior written consent of the other party.

7. COMPLETE AGREEMENT. This Agreement constitutes the entire and complete agreement between the parties in regard to the transportation of students from schools to after school programs operated by the Boys and Girls Club.

8. SEVERABILITY. In the event any provision of this Agreement is declared null and void and unenforceable, by a court of competent jurisdiction, the remaining part of the Agreement shall remain in full force and effect.

9. NOTICES. Any notice that is required to be given by this Agreement shall be directed to the following:

Emily Burnside

Director of Operations | Boys & Girls Clubs of the Northland

P.O. Box 16435, Duluth, MN 55816 | W 218.727.1549 | C 218.428.0285

eburnside@bgcnorth.org

David Pace, Superintendent

ISD 316, Greenway Public Schools

P.O. Box 227, 499 Powell Street

Coleraine, MN 55722

218-245-6500, dpace@isd316.org

“Boys & Girls Club of the Northland”

By _____
Director

Date _____

“Greenway”

Independent School District No. 316

By _____
Superintendent

Date _____