

INDEPENDENT SCHOOL DISTRICT NO. 507
SPECIAL EDUCATION TRANSPORTATION AGREEMENT
WITH NICKEL TRANSPORTATION
2026-2028

This agreement is made effective July 01, 2026 by and between Independent School District 507, Nicollet, Minnesota, hereinafter described as "School District" and Nickel Transportation hereinafter described as "Bus Operator."

I.

For the consideration herein expressed, Bus Operator agrees with the School District:

1. To transport all special education students and short term, point to point students required of the School District by the State of Minnesota for the period of this agreement.
2. To provide transportation equipment which at all times will conform to all standards for conventional school transportation as established by the State of Minnesota Department of Public Safety and all legal requirements of the State of Minnesota.
3. To comply with all statutes, policies, rules and regulations relating to school transportation adopted by the State of Minnesota, and the Nicollet Board of Education.
4. To furnish drivers in good health and in possession of a current DOT physical and valid driver's license in adequate numbers and of proper qualifications for the type of vehicle driven to fulfill the requirements of this agreement.
5. To establish and enforce regulations for the rules relating to the conduct of such drivers and to evaluate all drivers on an annual basis.
6. To have on hand standby vehicles to be used in the event any buses or vans regularly transporting student shall be inoperable.
7. To provide training so that all drivers shall meet the competencies specified by the Minnesota Department of Public Safety.
8. To have in place drug and alcohol testing as required by the Federal Government and State of Minnesota.
9. To submit to the School District any requested information for the annual transportation report by June 30.

II.

The School District agrees to pay the Bus Operator in consideration and compensation of their obligation for performance under this agreement as follows:

2026-2027

\$330.75 per day for wheelchair lift handicap route or Type A/B/III Ten Pass. Special Education Route for every day that the student or students are enrolled in school (2.5 hrs. includes up to an AM and PM Route, additional ¼ hr. is \$14.23).

\$1.76 per mile or \$198.45 per day, whichever is greater, plus \$24.00 per hour driver's time for Special Education van routes for every day that the student or students are enrolled in school (includes up to an AM and PM Route).

Special Education Extra Curricular will be billed at the same rate as Regular Extra Curricular.

\$102.53 minimum Special Education Extra Curricular trip charge.

2027-2028

To be negotiated

This agreement will be based on gas/propane at \$1.184 per gallon and diesel at a \$1.244 per gallon with the School District paying the difference above those prices.

Should the number of days transportation is required to decrease during the school year as a result of weather conditions, strikes, gas shortages, school closing and emergencies, compensation for all routes will not be decreased. If cancelled days are rescheduled, the School District will not incur any extra cost.

In any event that is beyond the control of the School District, State or Federal Government that would close schools, the School District would pay the Bus Operator for a regular school day that is not in session if the School District is able to collect transportation funding from the State or Federal Government. The Bus Operator will pay all employees a full day's wage for each day that school is closed.

The School District will not provide or require adult monitors on Special Education buses or vans on a regular basis. Approval by the Director of Special Education will be necessary for any use of adult monitors for the specific situations reviewed on a case by case basis. If the Superintendent, the Director of Special Education or the School District Designee approves the use of an adult monitor, the School District will hire and supervise the monitor.

The Bus Operator agrees to keep in effect public liability, property damage and umbrella liability insurance for each bus or van to insure against liabilities with the following minimum limits:

- Automobile Liability Insurance \$1,000,000 Combined Single Limit
- Property Damage \$100,000 Per Accident
- Commercial General Liability Insurance \$1,000,000 Per Occurrence
- Umbrella Liability Insurance \$1,000,000

The School District shall be listed as *designated insured* on the Automobile Liability Insurance and listed as *additional insured* on the General Liability Insurance.

The Bus Operator agrees to provide the School District a certificate of insurance evidencing such coverage. Worker’s Compensation Insurance shall be maintained as required by law.

The Bus Operator shall not assign or transfer any part of the obligation and responsibility in this contract without the approval of the School District.

The School District reserves the right to extend or renew this agreement at any time by direct negotiation with the Bus Operator.

This agreement will be in force and effect for a period commencing on July 01, 2026 and ending on June 30, 2028.

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

NICKEL TRANSPORTATION

INDEPENDENT SCHOOL DISTRICT NO. 507

By Gaylen E. Lenz
(Bus Operator)

By _____
(School Board Chair)

Dated: _____

By _____
(School Board Clerk)