

Independent School District 717

**SCHOOL BUS TRANSPORTATION CONTRACT
WITH BENJAMIN BUS INC. 2026-2030**

This agreement made and entered into this 26th day of August, 2026, by and between Independent School District No. 717 (Jordan Public Schools) of Scott County, Minnesota, hereinafter referred to as "School District" and Benjamin Bus, Inc., 216 Nolden Lane, Jordan MN, 55352 hereinafter referred to as "Contractor".

For the consideration herein expressed, contractor agrees with the School District:

1. To transport all public, nonpublic and disabled school pupils as designated by the school board, to and from schools as designated by the school board.
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 Jordan, MN Board of Education.
4. To provide currently legally licensed and qualified drivers. All alternative drivers must meet the same qualifications as required for regular drivers. All drivers shall meet the competencies specified by the Minnesota Department of Public Safety.
5. Contractor agrees to evaluate all school bus drivers annually and to comply with all duties and responsibilities as detailed in the district Student Transportation Safety Policy and as required by the Minnesota Department of Public Safety.
6. Contractor agrees to provide and keep in force during term of contract liability and workmen's compensation insurance protecting pupils, public and employees, and naming school district as "additional insured", and to furnish Certificates of Insurance for Workers' Compensation Insurance and for Liability Insurance to the School District. Contractor agrees to provide adequate insurance coverage including auto liability of not less than \$1,000,000, or the then applicable state of Minnesota minimum requirement for school transportation. Copies of insurance policies showing issuance and in force are to be furnished school board.
7. If either party fails to substantially perform any conditions of this contract and after receiving written notice does not correct the nonperformance within 30 days to the reasonable satisfaction of the other party, then the non-breaching party may terminate the contract by giving written notice of such intent to the other no later than February 1st. If such notice is given, the termination of the contract will be effective on June 30th of the school year in which the notice was given. It is mutually agreed that the contractor and School District will have negotiated a contract by February 1st of 2030.
8. Contractor cannot assign or transfer any part or all of their interest in this contract without the written approval of the school board from action taken at a regular school board meeting
9. Contractor must provide for additions or subtractions in pupils by adjusting with other bus routes so that the rated capacity of each bus is not exceeded.
10. School District will not provide or require adult monitors on regular buses or on special education buses on a regular basis. Approval by the District Transportation Safety Director will be necessary for any use of adult

monitors for specific situations reviewed on a case-by-case basis. If the District Transportation Safety Director approves the use of an adult monitor, the contractor will hire and supervise the monitor. The district will reimburse the contractor for the direct employment costs of the monitor.

11. Contractor agrees to operate the buses each day that school is in session, the roads are passable, the Superintendent and the bus operator to decide whether the roads and weather permit operation. Routes missed due to weather and road conditions will be paid at a rate %75 of daily rate.

12. It is mutually agreed that the term of this contract shall be for a period of four school years, commencing on the **July 1st of 2026**, and ending on the **June 30th or 2030**, unless School District and Contractor exercise the renewal option as described in #21 below.

13. School district agrees to reimburse contractor for 50% of the cost of fuel over and above \$2.87 per gallon of fuel actually used, upon receipt of copies of invoices for fuel purchases.

14. Contractor agrees to provide Student Transportation Safety training that complies with all statutes, policies, rules and regulations relating to safety education as adopted by the State of Minnesota and the Jordan Board of Education.

15. Contractor agrees to provide an annual report to the Board of Education to document the quality of service and customer satisfaction with student transportation programs. Such report shall include evidence of input from building principals and from parents. Such report will include data on bus safety, on-time performance, actual ridership, and incidents of student discipline.

16. All necessary Regular, Kindergarten and 1-2 Mile Secondary bus transportation to and from school will be provided for all instructional days during the 2026-2027 school years for a total cost of \$741,632.09 ***This contract is based on 174 school days using 12 route buses. Payment will be made in nine (9) equal monthly installments the last to be within one week of the last student day.***

In the event the number of school days in a given school year is to be greater than 175 or less than 173 then the cost for the added or subtracted days may be negotiated at that time.

Rate for Regular to and From to Change as follows

<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>	<u>2029-2030</u>
2.75%	3.0%	CPI	CPI

17. Contractor agrees to provide buses for all requested trips that do not interfere with the operation of the regular bus routes. Payment for other transportation is as follows:

	<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>	<u>2029-2030</u>
<u>Cost Per Hour</u>	\$71.97	\$74.13	CPI	CPI
<u>Cost/Mi -Special Ed</u>	\$3.93	\$4.05	CPI	CPI
<u>Cost/Day In-Dist. Sp. Ed.</u>	\$358.63	\$369.39	CPI	CPI

18. This agreement may be modified only in writing signed by both parties. Examples of situations under which this contract may be re-opened for negotiation include major changes in enrollment and number of students transported which may necessitate additional, major changes in the school calendar, major changes in reporting requirements and systems, major changes in state funding or major changes in federal, state or local statutes, laws ordinances or regulations newly enacted which would affect the operations under this agreement.

19. In the event the district deems it necessary to hire a consultant, for the purpose of affecting student transportation, that the person selected be mutually agreed upon by the district and the transportation contractor, and that the cost be split 50/50 between the district and the transportation contractor.

20. It is agreed that the average of the annual increase in the consumer price index for all urban Consumers (CPI-u) for the 12 month periods ended in February, March and April as published by the United States Department of Labor Bureau of Labor Statistics shall be used for the basis of this negotiation. However, the district and/or contractor may use other specific information related to the state, contractor and/or School District in the negotiation process. If rate is based on CPI, rate is not to exceed 7.0%.

21. School District and Contractor agree that School District reserves an option to renew this contract for an additional four-year period, on fundamentally similar terms. Contractor reserves the right in that case to reopen negotiations for any and all price terms, and to refuse School District's exercise of its renewal option if School District and Contractor cannot mutually agree on acceptable price terms.

IN WITNESS WHEREOF we have signed this agreement on the _____ day of _____, 2026.

Executed Pursuant to Resolution of
School Board _____, 2026.

Independent School District No. 717

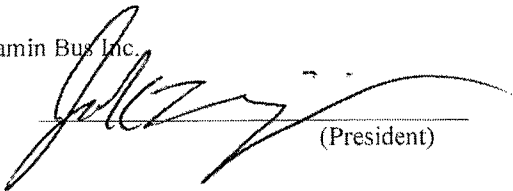
(Chairperson)

(Clerk)

(Treasurer)

Accepted this 26th day of August, 2026.

Benjamin Bus Inc.


(President)