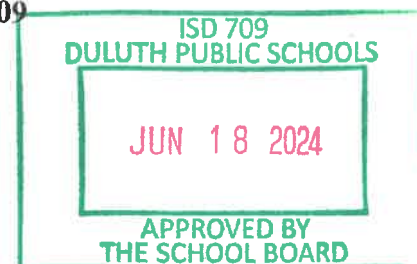


INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, MN. 55811



**SCHOOL TRANSPORTATION SERVICES
AGREEMENT**

FINAL

This AGREEMENT (the "Agreement") is made effective July 1, 2024, by and between Independent School District 709, in the city of Duluth and of the State of Minnesota, hereinafter described as "ISD 709" and Voyageur Bus Company, Inc. hereinafter described as "Vendor." ISD 709 and Vendor may sometimes be referred to collectively as "Parties" or individually as "Party."

WHEREAS, ISD 709 desires student transportation services to transport certain of its students served by ISD 709 during its school year and summer school.

WHEREAS, Vendor agrees to operate student transportation and school bus services within and about the geographical boundaries of ISD 709.

WHEREAS, ISD 709 has selected Vendor to furnish student transportation services to certain ISD 709 students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, ISD 709 and Vendor agree as follows:

I. AGREEMENT TERM, RENEWAL

1. Term. This Agreement shall commence on July 1, 2024 (the "Commencement Date") and shall terminate on June 30, 2026 (the "Termination Date") and includes Summer Transportation (hereafter defined in Section II, F.) The period from the Commencement Date to the Termination Date, as amended or extended by the Parties, shall be referred to as the "Term."
2. Renewal. Vendor reserves the right to extend or renew this Agreement with or without modifications for additional eight (8) years, with good faith discussions commencing no later than June 1, each additional year. Any modifications for a renewal term shall be mutually agreed to by the parties and memorialized by a written amendment.
3. In addition, Vendor does hereby grant ISD 709 the right to renew this Agreement at the end of the second year (June 30, 2026). The general terms and conditions of said Agreement for subsequent year(s) as well as payment for the specific items thereof to be determined by negotiations. Such negotiations will begin no later than April 1st, 2026. All modifications will be mutually and timely agreed upon in writing.

II. SCHOOL TRANSPORTATION SERVICES

A. REGULAR TRANSPORTATION SPECIFICATION

1. Type of transportation: Regular school bus service to public and non-public schools, and regular school bus service for partial day programs.
 - a. The actual number and size of buses required will be determined on the basis of actual student count, prior to the start of each school year. Bus needs are re-

evaluated each year prior to the start of school. ISD 709 generally plans for 71-passenger school buses for its regular bus services. ISD 709 Transportation Manager shall be responsible for scheduling times, stops, and the order in which runs and routes are organized.

- b. ISD 709 will attempt to maintain the same proportion of bus sizes from year to year, although the Vendor is urged to participate in the summer planning of the next year's routes to maintain maximum input and awareness of ISD 709's plans.
 - c. For the purpose of establishing a regular transportation price, the Vendor shall quote on the basis of 173 school days for the regular school year (subject to change). For each day under 173 school days that is not required, the Daily Rate in accordance with Appendix A shall be reduced by 1/173. In the event the required school days fall below 170, Parties agree to negotiate adjusted rates in good faith.
 - d. ISD 709 reserves the right to schedule a practice run prior to the start of the school year at a rate mutually agreed upon.
2. Vendor agrees that the estimated number of students it needs to provide transportation to are as follows: approximate total of Elementary (grades 1-5) 3800, middle school (grades 6-8) 2000, high school 2770. (Subject to change).
 3. ISD 709 owns and operates a fleet of 21 school buses. For the school year 2024-2025, ISD 709 has contracted with Vendor for 65 a.m. and 63 p.m. yellow school buses (*includes special needs*). These numbers are subject to change.
 4. Eligibility distances from home to school (subject to change):

Classes	Maximum Walking Distance from Home to School	Exceptions
Elementary School	.7 miles	Hazardous Conditions
Middle School	1.0 miles	Hazardous Conditions
High School	1.0 miles	

5. See attached schedules for current school hours and grade configurations.

B. MIDDAY TRANSPORTATION

Vendor shall provide necessary midday transportation services as determined by the District. Kindergarten runs and/or shuttle runs shall be made between the morning and afternoon runs. The kindergarten runs and/or shuttle runs may overlap the morning and/or afternoon runs.

C. LATE ACTIVITY BUSES

1. In accordance with Appendix B, late activity buses for middle school(s) may be scheduled for student take-home after regular dismissal time.

2. Activity routes will be scheduled after regular school routes are cleared.

D. SPECIAL EDUCATION TRANSPORTATION SPECIFICATIONS

1. Vendor shall provide necessary special education transportation services as determined by the District.
2. Students are placed in various programs both in the school district, and in other districts around the area. ISD 709 agrees to make a reasonable effort to operate efficiently by utilizing any bus under contract or owned by ISD 709 to provide transportation service. All special education transportation will comply with any and all Minnesota applicable statutes and rules concerning transportation of handicapped students.
3. ISD 709 shall determine the type of vehicle used to transport disabled students based on the disabling conditions of those students. Such vehicles shall comply with the provision of Minnesota Statute Sec. 169.4501; 169.4502; 169.4503; 169.4504.
- 3 All vehicles used to transport handicapped students shall be equipped with a two-way communications system and when requested, have a responsible aide employed by the Vendor to provide necessary assistance and supervision which cannot safely be provided by the driver.
4. Specifically adapted seats, supports, and/or protective devices that meet all applicable federal and state requirements shall be provided for all students who require such devices to ensure their safe transportation.
5. Any school bus used to transport students in wheelchairs shall be equipped with fastening devices that will hold such wheelchairs securely in a fixed position. All special equipment must meet applicable federal and state requirements for that vehicle.
6. Each driver of a vehicle for disabled students should be carefully selected to fulfill the unique requirements of the job. Drivers shall be assigned to each route on a regular basis whenever possible.
7. Each aide assigned to a vehicle transporting handicapped students, or the driver if no aide is assigned, or both, shall:
 - a. Have available to them, in the vehicle, a type written card indicating the student's name, address, nature of the student's handicaps, emergency health care information, names and telephone number of student's physician, parents, guardians and/or custodians, same of person other than student's parents/guardians who can be contacted in case of emergency.
 - b. Be instructed in the proper emergency health care procedures for the students under their care. In addition, within one (1) month after the effective date of assignment, participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of those students.

- c. Assist such children on and off the bus when necessary for their safe ingress and egress from the bus.
 - d. Ensure that protective safety devices, as required, are in use and fastened properly.
8. ISD 709 contracted for up to twenty (20) special needs buses in 2023-2024. ISD 709 anticipates a similar need in 2024-2025.

E. CHARTER SERVICE

- 1. Vendor shall provide necessary charter services as determined by the District.
- 2. If the Vendor provides buses for charter trips, all appropriate sections of the Agreement shall apply to such buses and their operations.
- 3. Generally, the Vendor may expect at least three (3) working days' notice for charter trip orders. Written notice may be required by Vendor if order forms are furnished and if orders are picked up by the Vendor. When orders do not meet the three (3) day minimum, the Vendor may deny the request if drivers or equipment are not available.
- 4. The minimum charter cancellation time will be four (4) hours. Should minimum cancellation times not be followed for charter orders, ISD 709 will pay a penalty charge. Weather conditions that cause late cancellations will not result in charges under this provision.
- 4. It is anticipated that over 900 charter trips will be scheduled in 2024-2025.

F. SUMMER SCHOOL

- 1. Summer school transportation (herein "Summer Transportation") is similar to the needs of the school year. All special equipment needs of the regular school will apply.

The operating provisions governing this Agreement apply through the end of summer school.

- 2. Summer Transportation will be optional as approved each year by both Parties, which shall include but is not limited to the following:
 - a. Regular summer routes
 - b. Special education summer routes
 - c. Vocational summer routes
 - d. Summer school field trips
- 3. Summer Transportation rates shall be in accordance with Rate Schedule in Appendix A.

III. AGREEMENT PROVISIONS AND SPECIFICATIONS

A. COMPLIANCE WITH LAWS

1. The entire operation contemplated in this Agreement shall comply with applicable rules and regulations adopted by the Minnesota Department of Education, State Department of Transportation and ISD 709 presently in effect or now or hereafter adopted and required. The Vendor will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions and any other regulations relating to the operations contemplated herein.
2. ISD 709 and Vendor agree in good faith to discuss any and all *additional* labor and operational costs incurred by Vendor arising directly or indirectly from legislative changes of law (the "Change in Law Events") which may impact the Rate Schedule. The Change in Law Events include, but not limited to: (i) Safe and Sick Time; and (ii) Unemployment Benefits to all Non-instructional Between Term Positions.

B. INSURANCE

1. The Vendor agrees at its sole expense, to procure and keep in force during the entire period of the Agreement, public liability insurance, property damage liability insurance, and workmen's compensation insurance. The specific coverages are for the protection and benefit of ISD 709 as well as the Vendor.
2. A certificate of insurance ("COI") naming ISD 709, its Board, officers, employees, and agents as an additional insured must be provided prior to the start of each school year. Failure of ISD 709 to insist upon or require certificates or other evidence of insurance, or acceptance of insurance, or acceptance of insurance certificates, or other evidence of insurance that shows a variance from the specified coverages will not constitute a waiver of the Vendor's obligation to provide specified insurance. The Vendor agrees it shall defend, hold harmless, and indemnify the ISD 709, its Board, officers, employees, and agents to the same extent as the specified insurance in the event the specified insurance is not obtained or kept in force and a claim arises within the scope of the specified insurance.
3. The Vendor shall include a provision in its insurance policy requiring the insurance carrier to immediately notify the ISD 709 in the event the Vendor is in default or arrears on payment of any premiums required and/or in the event the insurance policy is cancelled for any reason. The Vendor shall also obtain coverage for claims that arise after this Agreement terminates but which are based on injuries that occur during the time this Agreement is in effect.
4. Required minimum limits of insurance on COI are:

<u>Coverage Type:</u>	<u>Occurrence Limit</u>
General Liability	
Bodily Injury and Property Damage	\$ 1,000,000
Automobile Coverage:	
Bodily Injury and Property Damage	\$ 1,000,000

Worker's Compensation:	Statutory
Sexual Abuse or Molestation: Aggregate	\$ 1,000,000
Umbrella Liability:	\$ 4,000,000

5. No liability resulting from a vehicular accident, or negligence of Vendor, its drivers, employees or agents, or any international acts of Vendor, its drivers, employees or agent, will be assumed by ISD 709 its Board, employees or authorized representatives.
6. The Vendor agrees to hold harmless, defend and indemnify ISD 709, its Board, officers, employees, and agents from any and all third party claims, demands, losses, expenses, causes of action, and suits against ISD 709 caused in whole or in part by the negligence or intentional acts of the officers, employees and agents of the Vendor, and shall immediately give written notice of all claims or suits to ISD 709. The Vendor is responsible for ISD 709's reasonable attorney's fees and costs incurred in enforcing this paragraph.
7. To the extent permitted by law, ISD 709 shall hold Vendor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Vendor, its officers, employees, agents, successors and assigns from and against third party claims, which may be made by any act neglect, default or omission of ISD 709, 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 Vendor, its agents or employees.
8. Neither the Vendor or their officers, employees, or agents shall be held or deemed in any way to be the agent or employee of ISD 709. It is the intention of the Parties that the Vendor is and shall be considered an independent Vendor. No officer, employee, or agent of Vendor shall be deemed to be an officer, employee or agent of ISD 709, unless they are also an officer or employee of ISD 709.

C. PERFORMANCE BOND

Not requested.

E. PENALTIES

ISD 709 reserves the right to charge for incidents of non-performance at the rate of \$50.00 per incident. ISD 709 shall provide the Vendor with written explanation of each incident of non-performance. The Vendor shall, upon receipt of said explanation, have five (5) school days in which to respond to the reported incident. ISD 709 shall make a determination as to whether the non-performance occurred and if so whether there are extenuating or mitigating circumstances which eliminate the need for the charge.

Non-performance shall include but is not limited to the following examples:

- Failure of the school bus driver to follow the bus route established by ISD 709. No unauthorized or "sweetheart" stops are allowed.
- Failure to notify ISD 709 of late vehicles within ten (10) minutes.

- Failure to notify ISD 709 immediately of an accident involving a contracted vehicle or failure to provide a written copy of the accident report within 72 hours.
- Failure to provide within two (2) hours, a list of students on board a bus that has been involved in a crash.
- Failure of drivers to be on their bus when students are on the bus.
- Violation of other ISD 709 established policies and procedures.

E. TAXES

The Vendor shall pay taxes imposed on any equipment or service to be furnished so that there will be no liability on the part of ISD 709 for any type of tax assessed thereon.

Vendor agrees that it shall be solely responsible for its acts, and the acts of its employees, during the Term of this Agreement. Vendor agrees that it shall be responsible for all social security taxes, state and federal reemployment insurance premiums, withholding and payment of federal and state income taxes, premiums for worker's compensation insurance, and shall file all appropriate federal and state returns as necessary for independent vendors.

E. AGREEMENT TIMELINES

The Agreement will be considered effective upon the approval by ISD 709 School Board and a duly authorized ISD 709 representative(s) signing the Agreement.

This Agreement can only be signed by ISD 709 after receipt of the Certificate of Insurance and the Vendor's signature on the Agreement.

F. COMPENSATION

1. Rates. Rates for the 2024-25 school year shall be reflected in Appendix A, attached hereto and include daily transportation services, including regular, special education and midday busing. Pursuant to Section II F. SUMMER SCHOOL, Summer Transportation rates will be the same as the school year. No later than June 15, 2025 and in accordance with Appendix A, the Rate Schedules for 2025-26 will be negotiated in good faith and mutually agreed upon in writing.
2. Payment. Payment shall be made twice a month. The Vendor may bill charter or special trip buses on a weekly basis.

G. FORCE MAJEURE

No Party shall be liable for any interruption, delay or failure to perform any obligations under this Agreement resulting from causes beyond its reasonable control, including but not limited to acts of nature, fire, riot, war, picketing, civil commotion, strikes, labor disputes, pandemic (including the COVID-19 pandemic), lack of fuel, or other similar events ("Force Majeure Event").

In the event of a Force Majeure Event, Vendor shall promptly notify ISD 709. If Vendor cannot cure interruption to service within twenty (20) business days, ISD 709 and Vendor shall endeavor to find a reasonable resolution, which shall be mutually agreed upon in writing.

H. ASSIGNMENTS OR TRANSFERS

1. The Vendor shall not assign or transfer any part of its obligations and responsibilities in the Agreement without the prior written approval of ISD 709, so long as not unreasonably withheld.
2. All subcontractors hired by the Vendor to provide services required by this Agreement must receive prior written approval from ISD 709. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Vendor.

I. TERMINATION

ISD 709 may terminate this Agreement on June 30 of any year of the Agreement by 60 days written notice to the Vendor and with good cause.

Except for Section III G. FORCE MAJEURE, this Agreement may be terminated at any time by ISD 709 for nonperformance or failure to provide the transportation services outlined in Agreement during the period of Agreement.

It is understood and agreed that this Agreement is entered into and made pursuant to provisions of Minnesota Statutes and administrative rules adopted by federal and state agencies that apply hereto. In the event there is a conflict between any provision of this Agreement and/or any Federal law, state statute, or applicable federal and/or state administrative rule, such law, statute, or rule shall prevail. The Vendor and ISD 709 agree that in the event of any such conflict, they will negotiate in good faith to modify this Agreement to ensure compliance with such federal law, state statute, or administrative rule, and that such conflict shall not constitute grounds for termination of the remainder of Agreement.

IV. OPERATION PROVISIONS

A. SAFETY AND EFFICIENCY

The Vendor's first concern shall be to provide safe transportation for students in ISD 709. ISD 709 strives to provide transportation services in the most efficient manner.

B. GENERAL SERVICES

The Vendor shall furnish, as part of this Agreement, equipment, drivers and adequate transportation services that shall meet all state and federal standards as well as ISD 709 requirements.

1. Select proper equipment which meets federal and state standards and ISD 709 Requirements.
2. Properly maintain equipment to prevent breakdowns, operational malfunctions, and accidents. (See Equipment Provisions, Section VI)
1. Provide a full-time terminal manager, dispatcher and driver-training supervisor who will coordinate all buses and equipment proposed for service and whose performance must be acceptable to ISD 709.
2. Provide route coordination as follows:
 - a. Provide a route supervisor, acceptable to ISD 709, to work under the direction of ISD 709 transportation office to assist in:
 - * preparation of annual plan of routing and scheduling buses
 - * coordination of changes in routes or schedules
 - * development of schedules for shuttle services
 - b. Such route supervisor shall report to a site provided by ISD 709 according to the following schedule:
 - * May 1 - September 30 up to 40 hours per week
 - * October 1 - April 30 up to 20 hours per week
 - c. Such route supervisor shall be knowledgeable of bus routing and scheduling procedures.
3. Provide safety supervisors who regularly monitor the drivers in ISD 709 and who are available for specific requests related to driver safety.
4. Select, train, supervise and motivate drivers in compliance with federal and state standards and ISD 709 requirements. Vendor shall be highly selective in the employment of drivers. Vendor is required to utilize only those drivers holding a valid Class A or Class B CDL with a school bus and passenger endorsement for type A, C, or D school buses, or License Class D, C, B, A for Type III school buses and allow only qualified persons to drive buses. Vendor shall inform drivers of their responsibilities regarding the agreement between Vendor and ISD 709.
5. Immediately report to the ISD 709 transportation office all accidents involving buses on ISD 709 routes and provide follow-up accident investigation and complete reports as required. A written report of the accident including the names of drivers, passengers, and pedestrians for each party involved will be sent to ISD 709 transportation office within three (3) days of the accident.
6. Make sufficient buses available for use in the instruction of students in safety and bus ridership rules of behavior.

7. Provide such information and reports as necessary for ISD 709 to complete all required reports to the state. This has generally included route mileage, charter mileage, and load counts. ISD 709 at its discretion may request information on ridership and load counts throughout the contract year.
8. The books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by ISD 709 or its designated representative and the State auditor or Legislative auditor as deemed appropriate.
9. Remove from ISD 709 bus routes any driver who is unsatisfactory to ISD 709.
10. Run a DMV driver license record check once each year on each bus driver who operates a bus under this Agreement, and to provide a copy or the original listing of the report to ISD 709 for each driver. This report will be delivered to ISD 709 by October 1st of every year.
11. Immediately inform ISD 709 of any driver who is charged with or receives a conviction involving felonious or immoral behavior.
12. Post school bus rules provided by ISD 709 in each bus.
13. Cooperate fully with ISD 709 when directed to conduct school bus evacuation drills as set forth by state law.
14. The Vendor agrees that they will not discriminate against any individual in their hiring practices because of race, creed, color, gender, or national origin of an applicant or employee.
15. The Vendor has been advised and understands that it may have access to certain data that is classified as not public data pursuant to the Minnesota Government Data Practices Act. The Vendor agrees that such data shall have the same classification while in the possession of the Vendor as such data has while in possession of ISD 709. The Vendor agrees to return all such data to ISD 709 upon completion of the work performed under this Agreement, or sooner if requested by ISD 709, and shall retain no copies of such data; and further agrees that it shall not disseminate any such data to any organization or individual not employed by the Vendor.

C. DRUG TESTING/SCREENING

In the course of serving ISD 709, school bus drivers must not be under the influence of ability impairing substances.

1. All drivers must have controlled substance testing by a qualified laboratory or agency upon employment with the company as required by Title 49 Part 382 of the code of Federal Regulations. The Vendor shall furnish a copy of their drug testing policy and practices to ISD 709 upon execution of this Agreement.
2. If the Vendor fails to administer the drug screening, a chemical abuse assessment of the

driver by properly qualified personnel or agency must be submitted to ISD 709 prior to the driver's reassignment to a route within ISD 709's district.

3. Drivers who receive a prescription of a narcotic or other performance-altering medication will not be allowed to drive within ISD 709's district during the course of the medication.

D. TERMINAL FACILITIES

1. Vendor shall provide:
 - a. A building adequate, by ISD 709 standards, for the maintenance and operation of the equipment provided;
 - b. Office equipped with multiple extension phone system with the availability of telephone answering service so messages will be received and answered without delay;
 - c. Office operates a base station for two-way radio communication to all contract fleet vehicles;
 - d. Adequate indoor bus storage capacity; and
 - e. Electrical outlets for engine heaters must be available for contract fleet vehicles not stored inside.
2. Facilities should be located near enough to provide services to any part of ISD 709 within thirty (30) minutes.
 - a. Vehicles will be available at this site for stand-by and breakdown response.
 - b. Should main terminal facilities not be located within the desired thirty (30) minute response time, a satellite parking facility adequate to accommodate 15% of the contract fleet vehicles during school busing hours must be provided.

V. PERSONNEL - BUS DRIVERS - BUS AIDES

A. QUALIFICATIONS

Drivers must meet the state qualifications as well as pass the Vendor's bus driving rules and regulations and hold a valid school bus driver's license for the assigned vehicle according to state and federal law. At no time will a Vendor's driver transport for ISD 709 in a school bus without a valid commercial driver's license and school bus endorsement.

B. CONDITIONS OF EMPLOYMENT

The drivers and aides must maintain the standards imposed on them by the Vendor. They are also required to attend scheduled ISD 709 or regional school bus driver's meetings for instruction and safety.

C. BUS DRIVER TRAINING

All bus drivers operating buses under this Agreement shall receive training according to the standards below.

1. New drivers not previously licensed to drive a school bus shall receive not less than twelve (12) hours of classroom and ten (10) hours of in-vehicle (actual driving time) instruction.
2. New drivers currently licensed to drive a school bus shall receive not less than 8 hours of classroom instruction, and an evaluation of their driving skills with necessary in-bus training to bring their skill levels up to acceptable levels.
3. Continuing drivers and all new drivers shall also receive training through safety meetings and through ISD 709 bus driver meetings that shall total at least 8 hours per year. These hours shall be reported to ISD 709 by the end of each contract year.
4. All drivers shall be trained to meet the requirements of Federal, State, and local rule and regulation.

D. DRIVER OBLIGATIONS

Vendor is to have the drivers adhere to the following:

1. To travel over the route and only make stops according to the timetable designated by ISD 709.
2. To keep the bus and other property used in transporting pupils clean and protected at all times when not in actual use and to exercise reasonable care in the use of such equipment.
3. To allow no person to drive the vehicle without the proper license.
4. To exercise the utmost care in protecting children from injury or exposure.
5. To be alert and observe all laws and rules relating to travel on public roads.
6. To observe all operating rules adopted by the Minnesota State Board of Education, Minnesota Department of Education, Minnesota Commissioner of Public Safety, and local School Board.
7. To remain in the bus whenever students are on or near the bus.
8. To maintain order among pupils at all times, to allow them to enter and to leave the bus only at pupil stops designated by ISD 709, and to report all cases of disobedience, improper conduct or speech, and cases of tardiness to the building principal where the student is enrolled. No student shall be expelled in the middle of a route.
9. To refrain from using profane or indecent language within hearing of the pupils and to tolerate none from them.

10. To abstain from the use of tobacco on the bus or on school property and allow no children to use tobacco in any form, including but not limited to e-cigarettes.

F. BUS DRIVER REPORT FILING

1. The driver must immediately report all accidents involving personal injury or property damage to the bus company. The driver must cooperate with the bus company in accident investigation per Section IV B.7.
2. The driver must report student misbehavior to the school building administration in a timely manner, using discipline report forms.
3. Current route schedules shall be carried on the bus, during route times. Any changes in routes must be officially approved and indicated on route copy prior to implementation.

G. BUS AIDES

1. Bus aides will be provided as required by Vendor to provide safety supervision for behavior problem bus riders. ISD 709 will provide notice when adding a bus aide to the route.
 - a. Bus aides will attend all meetings and training as required by ISD 709.
 - b. Bus aides will be transferred to any school district route upon request from ISD 709.

VI. EQUIPMENT PROVISIONS

1. Vendor-owned buses must meet the applicable State and Federal standards and specifications. They must be clean, neat-appearing and maintain suitable interior temperatures at all times.
2. All vehicles operated under this Agreement must have passed state inspections.
3. Age of Vehicles
 - i. Buses provided for basic service may be no older than fifteen (15) years from the beginning of the current school year. A bus will be permitted to operate to the age of fifteen (15) years providing the unit remains serviceable for the entire fifteen (15) year period.
 - ii. Pursuant to statutory law, Type III vehicles must be 2008 or newer. Minn. Stat. § 169.454 subd. 2.

VII. FUEL ADJUSTMENT

The base rate for diesel will be \$2.75, for gasoline \$2.50 and for Propane \$1.50 ("Fuel") for the duration of this Agreement. If Fuel expense exceeds the base rates by 7% (Diesel = \$2.943; Gasoline = \$2.675; Propane = \$1.605), ISD 709 will reimburse the Vendor for those

expenses that exceed the base rate. If fuel expenses fall below the base rate less 7% (Diesel = \$2.558; Gasoline = \$2.325; Propane = \$1.395), the Vendor shall reimburse ISD 709 for those costs that fall below the base rate. Gallons consumed will be computed by using monthly mileage figures computed from actual miles and Fuel consumed for each classification of vehicles. Payments will be calculated and billed monthly.

VIII. MISC.

A. ENTIRE AGREEMENT

This Agreement and the Appendices hereto constitute the entire agreement between the Vendor and ISD 709 and incorporate all prior and contemporaneous oral or written agreements or representations between the Parties.

B. GOVERNING STATE

All questions relating to the validity, interpretation or performance of this Agreement shall be determined in accordance with the laws of the State of Minnesota relating to contracts made and performed in the State. The Parties hereto hereby agree that the venue of any action under this Agreement shall be exclusively Minnesota.

C. ELECTRONIC SIGNATURES

Electronic signatures to this Agreement or electronic counterparts in .PDF format or comparable shall be fully enforceable.

D. AMENDMENTS

This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by and between Vendor and ISD 709 after mutual and timely agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 18th day of June, 2024.

By: Michael J. Kroes
Voyageur Bus Company, Inc. "Vendor"

By: Jane Lofeld
Independent School District 709 "ISD 709"

Appendix A, B shall be attached.

APPENDIX A

RATE SCHEDULE (INCLUSIVE OF SUMMER SCHOOL) FOR SCHOOL YEAR 2023-2024

A. REGULAR TRANSPORTATION buses provide service as in Section II, A. of this Agreement.

1. Daily Rate per bus: Based on live time calculated: AM: Terminal to School; plus PM: School to Terminal.

Type III Bus	less than 4 hours	<u>\$360.00</u>
	between 4 hours and 5 hours	<u>\$391.00</u>
	greater than 5 hours (Per 15 minutes)	<u>\$16.25</u>

Type A Bus	less than 4 hours	<u>\$377.50</u>
	between 4 hours and 5 hours	<u>\$410.00</u>
	greater than 5 hours (Per 15 minutes)	<u>\$16.25</u>

Type C Bus	less than 4 hours	<u>\$377.50</u>
	between 4 hours and 5 hours	<u>\$410.00</u>
	greater than 5 hours (Per 15 minutes)	<u>\$16.25</u>

Type D Bus	less than 4 hours	<u>\$377.50</u>
	between 4 hours and 5 hours	<u>\$410.00</u>
	greater than 5 hours	<u>\$16.25</u>

Please note the percentage of regular route rate for half-day route

a.m. 50% p.m. 65%

Out of Attendance Boundary Mileage Rate \$2.87 per mile

2. Midday service daily rate including but not limited to kindergarten and shuttles as described in Section II, B. of this Agreement, service from first pick up to last drop off.

1.0 hours	<u>\$ 83.00 per day</u>
1.5 hours	<u>\$ 115.50 per day</u>

2.0 hours \$ 148.00 per day
 2.5 hours \$ 180.50 per day

B. LATE ACTIVITY ROUTES — Routes for after school activity take home as described in Section II, C.

\$ 83.00 per bus.

C. SPECIAL EDUCATION — Buses to provide service as described in Section II, E.

Unless there is need for special equipment, the rates for buses for carrying handicapped pupils should be the same as for regular pupils.

1. Extra cost for bus equipped with wheelchair lift.

\$ 16.75 per day per route

2. Hourly rate for school bus assistant.

\$ 33.00 per hour

D. CHARTER TRIPS* — buses to provide services as described in Section II, F.

1. Charter trips within the school district (Includes 2-Hours):

All size buses \$ 166.25 per trip

2. Charter trips outside of school district within 30 miles & 4-Hours:

All size buses \$ 247.25 per trip

3. Trips beyond 30 miles based on a per mile rate. Waiting charge per hour.

<u>Bus Size</u>	<u>Per Mile Rate</u>	<u>Waiting Charge</u>
All size buses	\$ <u>2.87 per mile</u>	\$ <u>58.00 per hour</u>

4. Trailer Charge: \$ 120.50 single or double axle

5. Cancelled Trip within 1-hour of load time or COA \$ 155.50

6. Overnight driver expenses – quoted on a trip-by-trip basis.

* All School Bus Charter Rates to be computed from Terminal to Terminal.

H. CANCELLED SCHOOL DAYS – ISD 709 agrees to pay Vendor 85% of daily contracted rate for cancelled days resulting from weather conditions or other similar cancellations of scheduled school days. Vendor agrees to compensate scheduled drivers and driver aides for these lost days.

I. PRICE CHANGES FOR THE 2025-2026 SCHOOL YEAR

For 2025-2026 school year, the price may increase using the May CPI OR three and a half percent (3.5%), whichever is greater and to be negotiated in good faith pursuant to Section F, 1 Compensation of this Agreement.

J. SUPPLEMENTAL DATA

i. Vendor Reference Data

Company Name: Voyageur Bus Company, Inc.

Street Address: 3941 East Calvary Road

City, State, Zip Code: Duluth, Minnesota 55803

Telephone Number: 218-724-1707

ii. Data relative to number of personnel employed by Vendor.

Regular bus drivers: 72

Substitutes or part-time drivers: 21

Dispatchers: 5

Supervisory Personnel: 2

Office Personnel: 3

Garage Mechanics: 6

List Others: 10 (Corp. Office)

Total Personnel: 146

Ratio of mechanics to number of buses: 1 to 12

APPENDIX B

DULUTH PUBLIC SCHOOLS
STARTING AND ENDING TIMES
2024-2025

ELEMENTARY SCHOOLS	GRADES	SCHOOL TIMES
CONGDON PARK	K-5	7:45 - 2:15
MYERS-WILKINS	K-5	7:45 - 2:15
HOMECROFT	K-5	7:45 - 2:15
LAKewood	K-5	7:45 - 2:15
LESTER PARK	K-5	7:45 - 2:15
LOWELL	K-5	7:45 - 2:15
MACARTHUR	C-5	7:45 - 2:15
PIEDMONT	K-5	7:45 - 2:15
STOWE	K-5	7:45 - 2:15
MIDDLE SCHOOLS	GRADES	
LINCOLN	6-8	8:40 - 3:19
LINCOLN ACTIVITY	6-8	4:15, MWTh
ORDEAN-EAST	6-8	8:40 - 3:19
ORDEAN ACTIVITY	6-8	4:15, MTTh
HIGH SCHOOLS	GRADES	
DENFELD	9-12	8:50 - 3:29
EAST	9-12	8:50 - 3:29
NON-PUBLIC SCHOOLS	GRADES	
MARSHALL LOWER	K-3	7:45 - 2:20
MARSHALL UPPER	4-12	8:00 - 3:05
MERRITT CREEK ACADEMY	1-12	8:00 - 4:15
ROCKRIDGE	ALL	8:00- 3:15, 4:15
STELLA MARIS HIGH	9-12	8:00 - 3:00
STELLA MARIS HOLY ROSARY	K-3	7:45 - 2:45
STELLA MARIS ST. JAMES	K-5	7:45 - 2:45
STELLA MARIS ST. JOHNS	6-8	7:45 - 2:55

