



LAKELAND JOINT SCHOOL DISTRICT
Committed to Academic Excellence ... Dedicated to Student Success

Board Agenda Item Request

AGENDA ITEM: Action Item - North Idaho Stem Charter MOU for bussing

PURPOSE: Requires approval by the board

MEETING DATE: April 16, 2025

PREPARED BY: Lisa Arnold

SUMMARY

The Draft MOU is [here](#).

The board asked for guidance from our attorney. Megan's response is below:

Hi Lisa,

Circling back on this bus liability question. There is potential liability if the District's buses are being used and our drivers are also driving. If the Driver is negligent, and we employ the driver, then the liability would flow back to the District. Similarly, if the District buses had a defect of some kind (bad brakes for example), even if it was not one of our driver's but the brakes went out and kids were hurt, the bus is owned by us and we would have potential liability.

It is not clear to me, based on the language in the MOU, if our drivers will be used. I suggest we don't use our drivers to potentially limit liability and have the MOU recognize and agree that they will assume all risk associated with driving, operating the bus, will provide drivers who are adequately trained and licensed to transport and operate the buses and agree to release, indemnify and defend the District from and against all liability arising from and in any way relating to the use of the buses.

I would also require that they maintain a large comprehensive general liability policy coverage property damage and bodily injury (including death) with high limits (at least \$2M).

Thank you,

Megan

Chad's Response from ICRMP regarding the language in the MOU is below.



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Hi Lisa,

Apologies, I just went and found the MOU. I think our system was suspicious of it because it came via a google document. We have had some fraud issues formatted that way in the past year.

It looks fine from our end. I don't have concerns with the document.

Superintendent Recommendation

If the board desires to continue to assist North Idaho Stem Charter with transportation, I would recommend that we align to Megan's guidance as provided above. They would rent our bus, but be fully responsible for driving it and liable for any damages.

Memorandum of Understanding

LAKELAND SCHOOL DISTRICT and STEM CHARTER ACADEMY

This Memorandum of Understanding (MOU) sets forth the terms and understanding between **LAKELAND SCHOOL DISTRICT** and **STEM CHARTER ACADEMY**

Background: STEM Charter Academy has been renting buses from Lakeland for 13 years. We first approached MaryAnn Rannells in 2012 and she referred us to Darrell Rickard who ran the Bus Barn at the time. Through Darrell, and subsequently Jessica Dehnert, we have booked trips and paid whatever we were invoiced for that trip. This has always been a mutually beneficial relationship that provides more hours to Lakeland's bus drivers throughout the year and, to our knowledge, has never conflicted with any of Lakeland's operations or resulted in any Lakeland students not being serviced.

Purpose

This MOU will allow students of STEM Charter Academy to be bussed to and from events by Lakeland School District buses as needed. Lakeland students and Lakeland school schedules will always take priority over STEM Charter bussing needs. The intent of this MOU is for STEM Charter academy to pay Lakeland Jt. School District for the use of their buses and drivers. STEM Charter Academy agrees to pay whatever price per mile and/or flat fee that Lakeland deems a fair reimbursement to make sure that ALL of Lakeland's expenses are covered. It is our hope that this will be a mutually beneficial arrangement that will actually provide extra hours for some of their drivers throughout the school year at no cost to Lakeland.

The above goals will be accomplished by undertaking the following activities:

Should a need arise, the administrator, or their designee, from STEM Charter Academy will contact an administrator, or their designee, from Lakeland Jt. School District and arrange transportation for the students. Lakeland School District will present STEM Charter Academy with an invoice for service rendered at their per mile cost. The cost for the 2024-25 school year shall be \$4.06 per mile traveled and the salary and benefit cost for the driver for the duration of the trip; which may include overtime compensation.

Duration

This Memorandum of Understanding shall remain in effect for a period of one (1) year; from September 1 to August 30. This Memorandum shall be amended for consideration and renewed annually unless terminated in accordance with this section. This Memorandum may be terminated in writing by mutual consent of the STEM CHARTER ACADEMY and LAKELAND JT. SCHOOL DISTRICT. In addition, this Memorandum may be terminated at any time by either party upon written notice no later than March 15 of the intent to terminate to the other party.

This MOU is at-will and may be modified by mutual consent of authorized officials from **LAKELAND SCHOOL DISTRICT** and **STEM CHARTER ACADEMY** and will remain in effect until modified by mutual consent or terminated by any one of the partners.

Contact Information

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