

Pride Transportation

School Bus Services

45 Ivy Ave W & 8605 Jefferson Hwy

St. Paul, MN 55117 Osseo, MN 55369

Phone: 612-735-8004

Fax: 651-846-9116

Email: [admin@PTBservice.com](mailto:admin@PTBservice.com)



Transportation Service Proposal Agreement to  
Nova Classical Academy & St. Paul School of Northern Lights

2022-2023 & 2023-2024

02/22/2022

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## **Section 1 Overview of Terms and Parties**

### **1.1 Definition of Parties and Contract Duration**

Nova Classical Academy and St. Paul School of Northern Lights hereupon noted by the terms of "School" located at 1455 Victoria Way, St. Paul, MN 55102 and 426 Osceola Ave. S, St. Paul, MN 55102 respectively, agrees to sign and enter into a transportation service agreement/contract with Pride Transportation Bus Service LLC, hereupon noted as "Contractor" located at 45 Ivy Ave. W, St. Paul, MN 55117 and 8605 Jefferson Hwy., Osseo, MN 55369.

It is mutually agreed and understood by the parties that the initial term of this contract is two (2) years starting August 1<sup>st</sup>, 2022 and ending July 31<sup>st</sup> 2024. Nova Classical Academy has the right to renew this contract after the completion of the second school year. However, the general terms and conditions of this contract for following year(s), including payment schedule, should change unless mutual and written agreement is made between the two parties.

This contract will be effective and implemented by the "Contractor" 2022-2024 school years. The "School" will issue the first 2022-2023 compensation payable to PTB Services by the 15<sup>th</sup> of August 2022.

### **1.2 Service Limits**

The "School" shall determine the yearly transportation routes and this shall be done prior to the beginning of the school year, but not later than the 15<sup>th</sup> of August in the year 2022. After school transportation routes are agreed upon, PTB Services shall start transportation service on the first day of the school year (August 29<sup>th</sup>, 2022).

### **1.3 Routing on Private Properties and Impasses**

"Contractor" will carefully plan school routes and ensure that students spend no more than 65 Min on the bus each day (unless unexpected weather and road conditions prolong trips). The "Contractor" will use safe public streets and roads. To avoid any property liability issues, full-size school buses will not be scheduled to routes that require turn around, back up, or dead-end streets. Instead, the "Contractor" plans to use smaller and specialized vehicles for such routes. The route plan will be finalized after the "School" determines the school year routes and schedules.

### **1.4 Student Record and Route Change Requests**

The "School" will provide the annual enrollment information and student data communications to the "Contractor" no later than July 30th. This must be done to give "Contractor" reasonable time to establish safe and convenient bus stops and transportation routes for students. The "Contractor" will closely work with designated school officials to establish the most efficient routes and it shall be finalized by August 10th of each year. The "School" shall provide route maps and information regarding each student's stops and pick up location and times. "School" officials shall communicate

with the “Contractor” in advance that way parents and students can be given timely updates. After routes are established they will not be changed during the first Two weeks of school, unless approved and agreed by the “Contractor”. The “School” shall submit change requests via written or email and changes will not be effective until the “Contractor” approves them. The “contractor” shall implement change requests immediately—the following process shall be followed:

- New stop request shall be submitted by the school at least 3 days prior the pick-up date.
- All relevant changes should be submitted in writing and the school shall give all the required student, parent, pick-up and drop-off information to the contractor.

### 1.5 School Schedule and Trip Lengths

The “School” will provide the school year calendar and schedule to the “contractor” by August 1st. The “school” will hold classes a minimum of 170 school days per year. Additional costs from extra service days, early dismissals or late starts will be the responsibility of the “School” and the “Contractor” will bill it accordingly. Both signatories of this contract understand that any additional route changes/alternation of at least 65 minutes may require additional buses. But both parties will always be able to negotiate a separate and additional daily rate based on the scale of the change and its requirements. All additional service beyond this contract will be provided only through mutual agreement between both parties. The school will be responsible all extra expenses sustained from additional changes or increased bus units.

## **Section 2 Service Costs and Fees**

### 2.1 Daily Service to and From School Routes

For the 2022-2024 school years, Nova Classical Academy and St. Paul Northern Lights will use PTB Services for its transportation services. The “Contractor” agrees to provide a minimum of eleven (11) buses for the AM route and ten (10) buses in the PM route. Buses will have 65 passenger seats each. The daily rate for each bus is \$242 per bus per day for a minimum of 170 school days. The total annual transportation contract for the 2022-2024 school year, for school days is 170 valued at \$431,970. The aforementioned price includes all the transportation costs (fuel, driver salaries, all technologies, insurance and administrative fees).

### 2.2 Payment

The “School” agrees to pay the “Contractor” for regular daily transportation services to and from school (excluding extra additional service). The total annual contract value will be divided into ten equal

payments. Nova Classical Academy will make the first of the ten payments in the amount of \$43,197 on August 15<sup>th</sup>, 2022, which will cover the first month of the contract. The “School” shall pay the additional nine payments of \$43,197 by the 15<sup>th</sup> of each month beginning on September 15<sup>th</sup>, 2022. The final payment shall be paid out by May 15<sup>th</sup>, 2023. The “Contractor” will submit and send additional bill monthly for any added services during the course of this contract. The “School” shall remit monthly payments upon receipt of the additional invoices within fourteen days.

### 2.3 Regular Payment Schedule

All services provided by the “Contractor” are considered qualified for payment and the “School” shall follow the payment schedule listed below:

Payment Number	Payment Due 2022-2023	Payment Due 2023-2024
1	August 15 <sup>th</sup> , 2022	August 15 <sup>th</sup> , 2023
2	September 15 <sup>th</sup> , 2022	September 15 <sup>th</sup> , 2023
3	October 15 <sup>th</sup> , 2022	October 15 <sup>th</sup> , 2023
4	November 15 <sup>th</sup> , 2022	November 15 <sup>th</sup> , 2023
5	December 15 <sup>th</sup> , 2022	December 15 <sup>th</sup> , 2023
6	January 15 <sup>th</sup> , 2023	January 15 <sup>th</sup> , 2024
7	February 15 <sup>th</sup> , 2023	February 15 <sup>th</sup> , 2024
8	March 15 <sup>th</sup> , 2023	March 15 <sup>th</sup> , 2024
9	April 15 <sup>th</sup> , 2023	April 15 <sup>th</sup> , 2024
10	May 15 <sup>th</sup> , 2023	May 15 <sup>th</sup> , 2024

In case the “School” fails to make payment in line with the aforementioned schedule, transportation service will be interrupted without prior notice unless the “School” makes prior arrangement with the “Contractor”

## 2.4 Service Disruption

In case service disruption caused by the “School” the “Contractor” will be paid standby fee in the amount of Total Cost of operation (Including Admin fees, rent, Mechanical, fuel ETC) of the cost per day. The “Contractor” is not liable to credit back this fee and it is non- refundable to the school. This does include any unexpected closures from the government.

## 2.5 Calendar Adjustment/Additional Stops/Additional Runs

In case the school calendar is adjusted during the course of this contract and additional service is requested by the “School” and provided by the “Contractor” the “School” is responsible for the additional service at the same daily rates or the daily rate plus the additional surcharges. If the additional runs exceed 65 minutes and causes service issues with the other school services within the same combination, the “Contractor” will be forced to break a single run into additional runs or buses. Once this occurs, the “School” will be charged for an additional run at a rate of \$242.00 per day only if this run can be parried with another charter or private school. If the run cannot be paired/combined with another school both am and pm, the additional charge would be \$235.00 per one-way run for the un-attached portion. If it cannot be paired either am or pm, the bus or run will be considered as “stand alone service” and will be charged at a daily rate of \$150.00. The “School” understands that “Contractor” cannot guarantee pairing for all of the school runs. In that case, the “School” is subject to adjusted run rate of \$150.00 per one-way run.

## 2.6 Early Release or Late Starts

The “Contractor” is providing other bus services to other charter and private schools in the area and as result Nova Classical Academy & St Paul Northern Lights understands that any route alternation for the purpose of early release or late start will create complication for the “contractor”. In case of alternation or route change that leads to extra expense for the “contractor” the “School” will financially be responsible for the added expense due to extra driver time, equipment usage—in order to accommodate the break-up of paired schedules.

School closing due to COIVD-19, the base contract will be decreased by an amount equal to 10% of the daily contract charge per day decreased.

Proposed Annual Cost increase to all rates Year 2: 3% which will be at a rate of \$249.26 per bus.

## 2.7 School Cancellation Days

The school cancellation days during the course of this contract the “Contractor” will credit the school for the day’s service if the closure occurs with less than 24 hours’ notice. The credit for the daily service rate will be 50% of the normal daily rate. All credit will be remitted to the school monthly and the final reconciliation of invoices paid vs. credit will be determined at the conclusion of the school year.



**Section 3 After School**

**3.1 Transportation Service for After School Activity**

The “Contractor” shall be open and ready to provide after school activity transportation if the “School” officially requests it in writing. After both parties agree to the schedule and other necessary details the “Contractor” will bill the following rates to the school:

- 3.1.1 Less than 15 miles service and under 30 minute service will be billed at a rate of **\$150** per bus per day.
- 3.1.2 Over 15 miles and greater than 30 minutes service will be billed at a rate of **\$175** per bus per day.

The “Contractor” will send invoice to the “School” for this service and the “School” shall remit payment to the “contractor” within 14 days. In addition, the bus availability for is usually limited and the “School” shall communicate with “Contractor” at least 5 days before the bus is needed for after hour school activities. The cost associated with after school activities shall be separate from those associated with normal routing. The “Contractor” will send invoice for such services and the “School” must remit payment within 10 days from the day of the service.

**3.2 Field Trip and Extra Curricular Transportation Service**

Trips during non-school days or school days before 9AM and after 2PM that does not exceed 50 miles round trip and at least 3 hours of service will be charged as follows:

Base Rate	Excess Hourly	Excess Miles	Type of Bus
\$250.00	\$25.00	\$0.00 Per Mile	65 Passenger Bus
\$250.00	\$25.00	\$0.00 Per Mile	71 to 77 Passenger Bus
\$250.00	\$25.00	\$0.00 Per Mile	Specialized Bus/Lift****Limited Availability

Trips during school days between the hours of 9AM and 2PM not to exceed 50 miles round trip will be charged as follows:

Base Rate	Excess Hourly	Excess Miles	Type of Bus
\$190.00	\$0.00	\$0.00 Per Mile	65 Passenger Bus
\$195.00	\$0.00	\$0.00 Per Mile	71 to 77 Passenger Bus
\$200.00	\$0.00	\$0.00 Per Mile	Specialized Bus/Lift****Limited Availability

3.3 Summer School Transportation Service

The “Contractor” shall provide summer school transportation services with the following rates:

- Summer school single run bus service daily rate is \$190 per bus per day. This is if the “School” can schedule their summer school calendar (start and dismissal times) with another charter or private school.
- If the school cannot schedule their summer calendar with other schools and still wants summer transportation services, the “Contractor” will provide this service with a daily rate of \$190 per bus per day. This service is subject to availability of drivers and other requirements.

3.4 Bus Order Not Used, Field Trip Late Charges and Cleaning Fee

- Order Not Used: The “Contractor” will charge the “School” \$195 per bus for any canceled bus service at arrival or within less than one-hour notice before scheduled service.
- Field Trip: The “Contractor” will charge the “School” a surcharge of \$79.00 if the “School” causes delays that are more than 20 minutes during scheduled pick-up and drop-off services. Since buses are scheduled to conduct other services for different customers, minor delays can cause major scheduling problems for the “Contractor” including additional expenses and lost revenues.
- Cleaning: It is the responsibilities of the school to make sure that students behalf orderly during their bus rides. The teachers, student aids and students are responsible to pick-up any personal belongings including garbage such as food wrappers, box lunches, trash, etc. In case of consistent violations of this cleaning code, the “Contractor” will charge the “School” \$50 cleaning fee per violation. The school bus driver will monitor this code and inspect the bus after each trip. The driver will report any violations to the “contractor administration office” which will communicate directly to designated “school officials.”

3.5 Bus Order Not Used, Field Trip Late Charges and Cleaning Fee

- Equipment: If the “School” needs special transportation service such as buses equipped with lift, boosters, or other specialized transportation service the “Contractor” will provide these types of services with advance notice and separate transportation service agreement. This service is subject to availability.
- Personal: If the “School” requires personal care attendant on certain buses to assist students with special needs, the “Contractor” will provide this services but it must be on a separate transportation service agreement. This service is subject to availability. If the “School” wishes to assign their own personal care attendant on the buses, to assist with students and other management—the “School” is responsible for any additional costs due to pick-up and drop of this personal care assistant.

## **Section 4 Contractor Requirements**

### **4.1 Technology**

In order to ensure the safety, efficiency and convenient transportation service the “Contractor” will utilize modern routing system technology. The “Contractor” understands the importance of data privacy and as result will keep all student data (student name, age, address, and telephone) confidential. Designated “school officials” will only have access to this technology and will be able to update student information on the system. However, this technology will be used only for the purpose of providing safe transportation services to students.

### **4.2 Web-Based Tracking System**

The “Contractor” will use web-based software tracking system (video) on buses to monitor the student behavior, the driver ability to manage student behaviors and violation of the “Contractor’s” behavior guidelines as supplied to the “School’s.” “Contractor” will communicate with “school officials” about any safety or student behavior issues and it is expected from the “School’s” address these concerns as soon as possible. The recording is the property of the “Contractor” but can be made available to the “School’s” or law officials for the purpose of reviewing student behavior with an individual parent or student.

### **4.3 Equipment**

The “Contractor” agrees to provide transportation service to the “School’s” and comply with all state and federal regulations and laws. All equipment used by “Contractor” will be modern and maintained regularly as required by Minnesota Statue 169.451 (please see appendix section).

### **4.4 Safety Devices**

All buses will be equipped with safety devices as may be required by law in the state of Minnesota. In addition, all buses will be equipped with FM two-way radio equipment that will enable effective communication between home office and drivers as well as other en-route equipment.

#### 4.5 Staffing

The “Contractor” will employ qualified and sufficient number of drivers over the age of 21 years old. All “contract” drivers will meet the minimum state requirements to obtain a commercial driver’s license (Class B with valid passenger and school bus requirements). The “Contractor” complies with all requirements related to employee background checks and screening as required by MN Statute 171.321 and MN Rule 8840.5900, (See the appendix) and all similar state and local mandates. There will also be “standby drivers” to cover sudden and unexpected schedule changes. The “standby drivers” will also be subject to similar screening and hiring process as regular drivers. The “Contractor” will strive to provide continuous and reliable transportation to the “School.”

#### 4.6 Driver License

All drivers must have in their possession a valid Minnesota Commercial Driver's License for the class of vehicle operated. Drivers committing moving violations, engaged in unsafe or illegal activities; making racial or sexually inappropriate comments or actions or suggestions toward staff, students, or parents; influence of alcohol, or controlled substances, using tobacco on the bus or while in service for the school, or possession of any weapon will be subject to removal from service to these Schools at the request of designated “school officials”. In addition to possible replacement, the “Contractor” agrees to reprimand in an appropriate manner drivers who violate said rules of conduct.

#### 4.7 Training Program

The “Contractor” will maintain a comprehensive training program for all company drivers operating buses, which concedes with the School Bus Training requirements in MN Statute 171.321 (Appendix). The “Contractor” agrees to make available sufficient staff members to perform duties of matters pertaining to safety operations, dispatch/radio operations, telephone communications and route creation and development during but not limited to times that the routes are being performed. The “Contractor” shall provide a comprehensive directory (Appendix), which provides access to such staffing and personnel.

#### 4.8 Insurance Liabilities

The “Contractor” agrees to have motor vehicle liability insurance, and property damage liability insurance to protect employees, student and the public. The “Contractor” will hold the “School”

harmless from any claims arising from provision of transportation to the students including claims involving personal injury or property damage. The Automobile Liability Insurance policies shall name the "school" in this case Nova Classical Academy & St Paul Northern Lights as an "additional insured" by endorsement only. The "Contractor" will acquire insurance policy no less than one million dollar per individual injury or fatality and at least two million dollar per occurrence. Furthermore, the "Contractor" will carry property damage coverage of at least one hundred thousand dollar per occurrence.

#### 4.9 PTB Service Claims

The "Contractor" shall indemnify and hold harmless the "School" from any and all claims, demands, or lawsuits against it for bodily injury or property damage arising out of the actions of the "Contractor" or its officers, employees or agents that are related in any way to the provision of busing services to the "School's" students. The "Contractor" shall promptly give the "School" notice of all such claims, demands or lawsuits. Except as otherwise required by law, the "Contractor" shall not compromise, settle, or pay any claims or judgments arising out of the actions of the "Contractor" or its officers, employees or agents that are related in any way to the provision of busing services to the "school's" students without the express, written approval of the "School" or the "School's" insurers.

#### 4.10 School Claims

The "School" shall indemnify and hold harmless the "Contractor" from any and all claims, demands, or lawsuits against it for bodily injury or property damage arising out of the actions of the "School" or its officers, employees or agents that are related in any way to the provision of busing services to the "School's" students. The "School" shall promptly give the Contractor notice of all such claims, demands or lawsuits. Except as otherwise required by law, the "School" shall not compromise, settle or pay any claims or judgments arising out of the actions of the "School" or its officers, employees or agents that are related in any way to the provision of busing services to the "School's" students without the express, written approval of the "Contractor" or the "Contractor's" insurers.

#### 4.11 Documentation

The "Contractor" sends copy of the insurance coverage and endorsements the "school district administration." In no event shall the insurance coverage provided be less than the minimum requirements contained in Minnesota Statutes Section 65B, the Minnesota No Fault Insurance Act 65B.47, and/or any other applicable statutes relating to School bus operations or companies.

#### 4.12 Operational System

The "School" shall provide after hour contact information (phone number) for emergency issues to the "Contractor"

#### 4.13 Driver Communication

All bus drivers will report accidents immediately to the office; especially when students are on board. "Designated contractor official" must contact with the "school administrations or after hour contact person and ask the school official to go and see the accident site. The "contractor" shall also notify the accident to the police, fire paramedic rescue team and any other agency deemed necessary. In this course, No students shall be released without the present of the school official or parent as well as the police.

#### 4.14 School Closing

In the event of school closing due to weather or other situations of concern the daily rate will continue and the "School" is financially responsible for it. However, if the closing has been notified to the "Contractor" at least 24 hours, the "Contractor" will credit the "School" only 50% of daily rate and sent the refund back. However, this particular refund will not be sent by the "Contractor" until the end of the term of this contract—this is because there will be school make up days for any canceled school days which the "Contractor" is required to provide transportation service. It is the responsibility of the school to keep note and send refund invoices to the contractor for all notified (at least 24 hours) school closing days.

#### 4.15 Emergency Contact

The "School" must provide the emergency contact information for each school director or other school decision makers.

#### 4.16 Contractual Business Conduct

PTB Services is an Equal Opportunity Employee. We are committed to equal employment opportunity and promise to maintain a responsible business within the state of Minnesota. We aim to respond equally to the needs of our staff regardless their race, gender, religion, age and national origins. Our strategy is to maintain an environment that is both social and professionally competent. That is why we strongly prohibit and have zero tolerance for any kind of discriminations. We strongly believe that dignified and fear workplace provides the foundation for successful service. Any employment issues, including but not limited to harassment, discriminations, unfair treatment of staff or student or any other concerns, please contact with Mubarak Hirsi at 612-735-8004.

## **Section 5      Nova Classical Academy and St. Paul School of Northern Lights Requirements**

### **5.1 School Bus Zone**

The "School" is responsible to maintain safe and free of clutter, debris or ice from all school bus stop zones. The "School" shall designate loading area for school bus during the drop-off and pick-up times.

### **5.2 Support Staff**

The "School" shall provide transportation liaison or personal assistant that are knowledgeable of the school facility as well as bus routes to facilitate parent and student needs. The "Contractor" will only provide transportation services.

### **5.3 Student Data Confidentiality**

The "School" agrees to provide the "Contractor" with accurate student list and relevant information. All students, parent information shall be kept confidential at all times. The "School" shall provide all medical conditions of students and make sure the "Contractor" is aware of it. This is for the safety of students. All student and parent information shall only be shared with others in circumstances of dire emergency and to aid the "Contractor," "School," "parent," and "students."

### **5.4 Appropriate Pick-Up and Drop-Off**

The "School" will be responsible for loading zone supervision at the school both drop-off and pick-up times. The "School" shall make and require the parents to supervise their children during the pick-up time. This is to ensure that students are on correct bus both ways. The "School" shall also provide name tags, contact information, drop off location to "Contractor" for all K- 2nd grade students. This information shall be in the backpack of the students.

### **5.5 Student Conduct**

The "Contractor" will inform any student behavior concerns to the "School" and it will be the responsibility of the "School" to properly address and resolve these behavior concerns.

## **Section 6      Management and Behavior**

## 6.1 MN Statute

Minnesota statute 121A.59 States transportation by school bus is a privilege not a right for an eligible student. The “School” may revoke the eligibility of student for violation of school bus safety or conduct policies or for violation of any other law-governing student conduct pursuant to a written school district discipline policy. Revocation of a student’s bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair dismissal Act. (Revocation procedures for a student who is an individual with a disability under the Individuals with Disabilities Education Act, United States Code, title 20, section 1400 et seq., section 504 of the Rehabilitation Act of 1973, United States Code, title 29, section 504 of the Rehabilitation Act of Law 101-336, are governed by these provisions.) See Section 5.3 for additional information. Pursuant to this statute, the “Contractor” has provided a brochure (Appendix H) and a written policy regarding behavior guidelines concerning transportation and the consequences that should be followed by the “School”. By accepting and executing this contract, the “School” has agreed to adopt this as their formal written policy or will provide a written “School” policy for the “Contractor” to review and accept. In the case of impasse relating to the consequences for inappropriate behavior, the “Contractor” will be the sole and final arbitrator. In addition, the “School” agrees to provide all students with riding privileges, a classroom session of no less than one hour on school bus safety training. The “Contractor” will provide information to the “School” if requested. The “Contractor” will perform A, B and C type evacuation drills to meet the specifications set in the Minnesota School Bus Driver’s Handbook.

## 6.2 Special Education Service and Child Restraint Law

In accordance with Minnesota Chapter 8840 Special Education Transportation, no student being transported on a regular education vehicle shall be restrained unless properly requested in said student’s Individual Educational Plan. In addition, compliance to Child Restraint laws H.F. 735 section 2, any students under the age of 4 years must be appropriately secured or restrained as applicable under this law. The “Contractor” is not responsible for providing car seats, booster seats, or other necessary apparatus. In the event appropriate CRS is needed, the “Contractor” may provide feasible equipment for seatbelts at an additional cost to the “School.”

## 6.3 Official and Parent Responsibilities

It is the responsibilities of parents and “School” as well as the “Contractor” responsibility to understand the rules for safe school bus rides in the state of Minnesota. Both the “School” and “Contractor” shall work together to address any student behavioral issues and collectively resolve as soon as possible. If the “School” and “Parents” cannot correct particular student behavior—the student may be removed from the bus and he/she may lose the privilege to ride the school bus to and from school. Student corrective action and information shall always be confidential and restrict data under federal and state regulations. Only school or contractor officials can remove students from the bus. The contractor has the right to reject bus service to any student deemed violent and behaviorally incompetent with other students.



## **Section 7      Contract Liability**

### **7.1   Performance Liability**

In the event the “Contractor” is unable to provide services contracted for or the “School” is unable to use the services of the “Contractor” because of acts of God, fire, riot, war picketing, civil commotion, unavailability of fuel, or any other similar or like conditions, the “School” and the “Contractor” shall temporarily excuse the other party from performance hereunder.

### **7.2   Authorized School Agent**

Dr. Brett Wedlund of the Nova Classical Academy is the designated exclusive agent of the “school” regarding all matters, including financial and contractual concerns. Dr. Brett Wedlund will be responsible for all communication and contract agreement between the “Nova Classical Academy” and “PTB SERVICE” until further notice is given to the “Contractor” by Dr. Brett Wedlund or higher school officials. All notices regarding this contract shall be sent to Dr. Brett Wedlund and the Administrative offices listed below.

### **7.3   Authorized Contractor Agent**

Mr. Mubarak Hirsi of the PTB Services is the designated exclusive agent of the “contractor” regarding all matters, including financial contractual concerns. Mr. Mubarak Hirsi will be responsible for all communication and contract agreements between the Pride Transportation School Bus Service and Nova Classical Academy until further notice is given to the “School” by Mr. Mubarak himself or higher company officials. All notices regarding this contract shall be sent to Mr. Mubarak Hirsi at the following address:

Pride Transportation School Bus Services  
45 Ivy Ave. West  
St. Paul, MN 55117

## **Section 8      Contractual Agreement**

### **8.1   Contractual Compliance**

Both parties have negotiated this agreement and came into agreement with the terms on this contract. Both parties agree to comply with these terms fully and are equally responsible for the drafting hereof and no presumption shall arise there from this contract.

**8.2 Contractual Termination**

This contract can be amended or terminated by mutual agreement between both parties in a written 90-day notice from the canceling party to the other.

**8.3 Noncompliance With the Contract**

Failure to comply with this contract by either party may give the other party the right to terminate the contract with a 90-day written notice to the other party. The other party shall be given at least 60 days to take corrective action to resolve any concerns. After the opportunity to resolve issues is given the breaching party, the 60-day notice stands and the other party can terminate the contract at the end of the 60-day notice period.

**8.4 Governing by Federal and State of Minnesota Laws**

Both parties and this contract shall be governed by, and will maintain compliance with, all state and federal laws, rules, and regulations.

**Contractual Acceptance and Signature**

**Nova Classical Academy**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**

**Contractual Acceptance and Signature**

**Pride Transportation School Bus Services**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**