

STUDENT TRANSPORTATION CONTRACT

Independent School District #763

Medford, Minnesota 55049

This agreement made effective July 1, 2015 by and between Independent School District #763, Medford Minnesota, hereinafter described as "School District," and Medford Bus Company, Inc., hereinafter described as "Contractor," shall remain in effect for two (2) consecutive academic years (2015-2016 and 2016-2017).

SECTION I – GENERAL

- A. **DURATION.** The service shall be for the 2015-2016 and 2016-2017 school years. The District reserves the right to renew the contract for an additional four years with the provision that the rates are to be re-negotiated bi-annually after the expiration of the original two-year contract. It is furthermore understood that the terms and conditions are to be reviewed each year and brought into conformance with any changes in the State Department of Education or State and Federal laws.
- B. **SERVICE WITHIN THE DISTRICT.** The Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the district for the duration of the contract as specified by the School District routes and schedules. There shall be no change in any bus route or time schedule without consent of the Superintendent of Schools. General Transportation will include:
1. Regular routes (basic morning and afternoon transportation)
 2. Special needs transportation routes
 3. Shuttles
 4. Extracurricular and field trips
- C. **SERVICE OUTSIDE OF DISTRICT.** Contractor shall furnish equipment and personnel as required by the School District to provide daily transportation of students outside the District for the duration of the contract to such schools in other districts designated according to the School District's requirements.
- D. **ADDITIONAL SERVICE REQUIREMENTS.** Contractor shall furnish equipment and personnel as required by the School District to provide daily transportation of students to field trips, athletic events, and other activities as designated by the School District.
- E. **OPTION TO RESCIND OR RENEW.** The School District reserves the right to rescind this contract at the end of the 2016-2017 academic years or to renew the contract for additional two (2) school years at its own discretion.
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SECTION II – CONTRACTOR RESPONSIBILITIES

- A. GENERAL. It is agreed by both parties that the Contractor shall transport school pupils as directed by the School District from any points on the designated routes to and from designated schools according to routes and schedules as approved (and reviewed periodically) by the School District during the period of the contract.
- B. SPECIFIC. It is agreed by both parties that the Contractor shall fulfill all obligations of those regulations which are mandated or which may be mandated for student transportation by Minnesota Department of Transportation or the Minnesota Department of Education (MDE). The Contractor responsibilities shall include but not necessarily be limited to the following:
1. Furnish chassis and school bus bodies conforming to all state and federal laws and/or regulations relating to school buses.
 2. Keep such buses within school district boundaries so as to help assure the efficient and proper operation and maintenance of the school bus fleet.
 3. Have such school buses maintained by qualified mechanics in order to assure availability of a serviceable and well maintained fleet.
 4. Keep said school buses properly fitted with whatever equipment and/or safety devices as may be required by the State relating to safe operation of school buses.
 5. To employ qualified drivers in good health and as otherwise prescribed by the State of Minnesota, and in possession of valid school bus driver's licenses as issued by the Department of Motor Vehicles. The contractor is responsible for conducting thorough background checks and references for all drivers.
 6. To furnish all necessary school buses in adequate numbers so as to properly fulfill the requirements and covenants of this agreement.
 7. To establish rules for the enforcement of all regulations governing conduct and procedures relating to school bus drivers employed by the contractor.
 8. To take appropriate action with any driver violating the rules of conduct or not meeting the qualifications of such requirements as may be established herein or may be added to by State regulation from time to time. To have available serviceable standby equipment in such numbers so as to make all necessary trips required by the terms of this agreement.
 9. To provide the District a direct means of immediate communication by and between its management and that of the District by having available an unpublished, private and open telephone line which may be immediately used in any urgent or emergency situation.
 10. To provide transportation of any open enrollment students within district boundaries, along established bus routes but at a point that reasonably accommodates open enrollment students and provides for the safe operation including turnaround of the school bus.
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SECTION III – SCHOOL DISTRICT RESPONSIBILITIES

A. GENERAL.

1. It is agreed by both parties that the District shall make every effort to cooperate with the contractor in accomplishing the mission of safe, efficient and reliable transportation of District students.
2. The District shall in no way adopt or promote policies which are contrary to any state or local rules or regulations for the safe and efficient transportation of its students.
3. The District shall ensure the Contractor complies with all applicable rules, regulations, local ordinances, and State laws relating to road conditions and/or restrictions which may affect the successful performance of this agreement.

B. SPECIFIC. The School District responsibilities shall include but not be limited to the following:

1. To support the Contractor in student discipline issues as defined in school district transportation policy when school bus rules are violated by students.
 2. To participate in a high level of cooperation and communication with the contractor in all matters which concern the safety and efficient transportation of students within the district. In the absence of a building principal or director an administrative representative of the District's district office shall respond to the Contractors needs or concerns.
 3. To communicate with contractor management fully and in a timely manner during threatening weather and/or snow emergencies.
 4. To provide the Contractor with Student Emergency Cards for all students with special transportation needs. Attachment (1), Medford Bus Company Student Emergency Card, will be completed by District Special Services personnel for each student requiring special accommodations in transportation.
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SECTION IV – FLEET AND EQUIPMENT REQUIRMENTS

A. VEHICLES

1. The Contractor shall adhere to the following age restrictions with regards to the transportation fleet
 - a) Twenty-five percent (25%) of the daily route buses shall be five (5) years old or newer.
 - b) Fifty percent of the (50%) of the daily route buses shall be seven (7) years old or newer.

- c) No daily route buses shall be no older than 10 years.
 - d) All maintenance records and annual inspection reports shall be made available to the school district upon request.
- 2. All vehicles must be maintained in a safe operating condition and the Contractor shall maintain interior and exterior cleanliness.
 - 3. Vehicles will have a current Minnesota Inspection Certificate.

B. ADDITIONAL EQUIPMENT

- 1. Equipment unique to meet the needs of an individual student shall be identified by the School District. Harnesses and car seats shall be provided by the School District as required.
 - 2. Two-way radios. All buses will be equipped with two-way radio communication capability with the contractor's terminal.
 - 3. A direct telephone line shall be provided for the School District #763 in the event of an emergency or matters of an urgent nature.
 - 4. Video Cameras. The contractor agrees to install and maintain complete video camera systems in each route bus. The video systems installed shall be equal to or higher in quality than the common "4 Channel Angel Track Systems" now used in many Minnesota School Districts.
 - 5. If required by the School District, special needs vehicles may be required to be equipped with wheel chair lifts.
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SECTION V – INSURANCE

A. Insurance coverage:

- 1. The Contractor agrees to keep in effect liability insurance for each bus to insure against liabilities of up to \$500,000 per individual and \$2,000,000 per occurrence.
- 2. Property damage coverage will be \$100,000 per occurrence and an umbrella liability of \$2,000,000 for each occurrence.
- 3. Total liability will be no less than \$4,000,000.

C. Certificates of insurance coverage will be filed with the School District.

SECTION VI – SERVICES PROVIDED

- A. Daily Transportation Service to and from school for eligible students, as designated by the School District. To include a minimum of:
 - 1. Seven (7) Regular Routes
 - 2. Two (2) Special Needs Routes – one (1) with wheelchair lift required.
 - B. Additional regular transportation routes may be added through negotiations with the contractor (see Appendix A).
 - C. The number of students transported on any one bus shall not exceed the rated manufacturer's capacity. Scheduling of the students for arrival at the various school locations shall conform to regular school schedules, or to the schedule established by the school district administrators.
 - D. Handicapped students shall be picked up immediately in front of or as near as possible to his/her home. A student shall be loaded or unloaded at his/her home or school only from the right side of the vehicle except on a one-way street (where the non-traffic side of the vehicle may be used). Type III vehicles shall load and unload in the student's driveway, if one is available.
 - E. No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for the School District. The District reserves the right to assign attendants to any vehicle in the best interest of any student as determined by the District.
 - F. Driver shall be given pre-trip orientation prior to starting any route. Before the first school day, drivers will make practice runs of the regular routes. Drivers will be available for parent/student orientation day prior to the start of the school year.
 - G. The contractor agrees to provide a minimum of six (6) hours of in-service time per year for all bus drivers utilized in the performance of the contract including substitute drivers or additional drivers for routes which may be added during the year.
 - H. All accidents and injuries involving vehicles carrying out the terms of this contract shall be reported to the school Superintendent's Office. Verbal report shall be immediate and a written report to follow within two (2) working days.
 - I. The Contractor shall agree to furnish, at no charge, personnel and equipment to assist the District with the required student safety training.
 - J. Buses shall be kept within 20 minutes time of the starting point of any route.
 - K. The District shall provide a small office within the school complex to serve as a transportation center.
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SECTION VII– PERSONNEL

- A. **DRIVERS:** The contractor shall be highly selective in the employment of drivers. Contractor will utilize only those drivers holding a valid school bus endorsement, who have been thoroughly checked for ability, character, integrity and fitness and who are acceptable to the

District. A criminal background check will be performed on all drivers prior to their hire date. A new driver's name will be given to the District prior to their first date of work with the Contractor. The District reserves the right to comment on the performance on any employee of the Contractor and Contractor shall take appropriate steps to improve services. The District reserves the right to ask the Contractor to reassign or remove a driver from a route if performance is not acceptable. The Contractor shall do driver license checks on each driver at least twice a year. These records will be made available to the District if requested.

- B. DISPATCHER: It is also agreed that the Contractor will employ a competent dispatcher or dispatchers who will dispatch all buses and equipment proposed for service under this agreement, and such dispatcher(s) or substitute shall be accountable and acceptable to the District and shall assign bus drivers who shall follow the defined rules.
- C. CONTRACTOR CLERICAL SUPPORT: The Contractor will provide clerical support personnel who will assist in the development of the routes and assist with the day-to-day operation of the transportation department. These clerical personnel may function as dispatchers.
- D. DRUG AND ALCOHOL TESTING: Contractor shall follow the Federal and State requirements for drug and alcohol testing.

SECTION VIII – BILLING

- A. The total contract amount for each of the first two (2) contract years shall be:

2015-2016 Academic Year \$448,000

2016-2017 Academic Year \$466,000

This shall include all basic services, such as:

- 1. Regular Daily Student Transportation
- 2. Extra-Curricular and Field Trips
- 3. Two (2) Daily Special Needs Routes

- B. The contract will be divided into ten (10) equal monthly payments to be paid on or before the 20th day of each month. Payments shall be from September through June, inclusive for each year.

- C. Any additional special needs routes or summer school routes shall be billed separately from this agreement at the daily rate of:

2015-2016 Twice Daily Service Rate \$140.00

2016-2017 Twice Daily Service Rate \$145.00

2015-2016 Once Daily Service Rate \$70.00

2016-2017 Once Daily Service Rate \$75.00

- D. The cost of any additional regular routes shall be negotiated at the time of need.
 - E. Contractor fuel cost protection. The school district agrees to protect the contractor against escalating fuel costs by reimbursing the contractor for all costs above \$4.25 per gallon, including federal taxes. Proper documentation must be provided.
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**SECTION IX –
INCLUSION BY REFERENCE AND APPLICABILITY OF LAWS
AND MISCELLANEOUS PROVISIONS**

- A. Anything herein notwithstanding, successful Contractor shall comply with applicable provisions of the U.S. Government, State of Minnesota Motor Vehicle Code, State Board of Education Rules and Regulations relating to student transportation, the construction, design, operation of equipment and safety accessories for equipment, vehicle codes and other applicable laws, rules and regulations prescribed by Federal, State and County relating to the transportation of the regular and handicapped students.
 - B. The School District shall be in compliance with the Education Code of the State of Minnesota, the rules, regulations and directives of the State Board of Education of the State of Minnesota in order to safeguard the comfort and safety of the students, in order to provide for the orderly operation of its program.
 - C. The Contractor agrees to provide any necessary information to assist the District in reporting requirements.
 - D. The entire operation contemplated by the Agreement shall comply with applicable rules and regulations adopted by the State Board of Education, State Department of Highways and the School Board, presently in effect or now or hereafter adopted and required and the Contractor will be bound by all rules and regulations, local ordinances, or State Laws relating to road conditions and road restrictions or any other subdivision of government.
 - E. Contractor must agree to be part of the decision team whenever there is a possibility of delays and/or school closings due to adverse weather conditions.
 - F. Fines are not part of this contract. The School District expects a high level of service from the contractor. Contractor agrees that if performance becomes a problem, fines will be established in the next year of the contract.
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**SECTION X –
SCHOOL BUS DRIVERS' RULES OF CONDUCT**

- A. All drivers shall hold a valid commercial driver's license with a school bus endorsement and the Contractor shall submit it to the School District upon request.
- B. All drivers shall be required to travel over the routes and make the stops according to the time tables approved by the District.

- C. All drivers shall exercise proper care in protecting children from injury and exposure.
 - D. All drivers shall stop the vehicle at railroad tracks. The driver shall, after stopping the vehicle, personally ascertain that the tracks are clear before crossing.
 - E. The drivers shall supervise all pupils when they cross the highway before entering and when leaving the school bus.
 - F. All drivers shall observe and obey all traffic rules and regulations imposed by the State of Minnesota and the various municipalities on all public roads.
 - G. Each driver shall, as possible, maintain order among the children when they are being transported to and from school, shall allow them to enter and leave the bus only at such places as shall be approved by the School District and shall report all cases of disobedience, improper conduct, and cases of tardiness to the Principal of the school to which the pupil is transported.
 - H. No driver shall use profane or indecent language within the hearing of any pupils and shall tolerate no such language on the part of the pupils.
 - I. Drivers shall abstain absolutely from the use of alcoholic beverages on any day before the driver transports children.
 - J. Each driver will make such daily and weekly reports as may be required by the District regarding the schedules and passengers and incidents on route.
 - K. All drivers shall report immediately to their supervisor all accidents involving the vehicles operated by the driver during the transportation of pupils. The supervisor shall report such accidents immediately to the Superintendent of Schools.
 - L. All drivers shall attend the meetings that may be required by the Contractor or the School District.
 - M. All drivers shall abstain from the use of tobacco when on the school bus or on school grounds and shall allow no children to use tobacco, liquor or other drug forms while being transported in the bus.
 - N. Drivers will be encouraged to learn the names of students on their bus routes. This leads to better cooperation between driver and students.
 - O. Drivers will be familiar with school District policy dealing with student conduct on school buses.
 - P. Drivers will be required to be in possession of ID badges while driving for the District.
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SECTION XI – SUMMARY

Independent School District #763 in compliance with the duties and obligations placed upon it by the Education Laws of the State of Minnesota, the rules, regulations and directions of the Board of Education for the State of Minnesota, to safeguard the comfort and safety of the students, in order to provide for the orderly operation of its academic program and educational system, will require strict adherence to the terms of the specifications and of the contract to be awarded including such specifications particularly but not limited to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, consistent attendance of qualified supervisory personnel, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and orders of the Board of Education, Superintendent of Schools, and any of his designated personnel, the officials and peace officers of any and all municipalities and of any and all persons or bodies having jurisdiction or control of any subject matter of performance of the contract.

William E. Regan, President

Medford Bus Company, Inc.

Date _____

Chairperson, Board of Education

Date _____

Clerk, Board of Education

Date _____

APPENDIX A:

- A. Additional Transportation Services required under this contract
 - 1. Athletic trips
 - a. Varsity Programs – estimated 70 movements*
 - b. J.V. – 9h Grade – Junior High School – estimated 42 movements*
 - 2. Music Trips – estimated 6 movements*
 - 3. Academic Trips
 - a. Metro Area or Equivalent – estimated 48 movements*
 - b. Owatonna/Faribault or Equivalent – estimated 48 movements*
 - 4. Other Incidental out of District FFA/BPA, Speech and Knowledge bowl.
- B. Playoffs

NOTE: “Movement” under this contract is meant to be one (1) bus and one (1) driver.