

**San Carlos Unified School District
Peridot-Our Savior's Lutheran School/
Wisconsin Evangelical Lutheran Synod
BUS TRANSPORTATION SERVICES AGREEMENT**

This agreement is made and entered into by and between the San Carlos Unified School District No. 20 [hereinafter District] and the Peridot-Our Savior's Lutheran School/Wisconsin Evangelical Lutheran Synod [hereinafter Peridot], and Benjamin Pagel, Principal.

RECITALS:

WHEREAS, Peridot students from Bylas attending the Peridot-Our Savior's Lutheran School need transportation to and from school; and

WHEREAS, the District currently has some extra seats on its bus traveling between Bylas and Peridot; and

WHEREAS, the parties wish to make an agreement providing for transportation subject to the capacity available on the District's bus.

THE PARTIES AGREE AS FOLLOWS:

1. TERM.

The Term of this Agreement shall commence on approval and signature by both parties and shall continue until the end of the 2014-15 school year for the District. This Agreement may be terminated by either party on two (2) weeks' written notice, or immediately by the District if necessary for reasons of health and safety, in the District's sole discretion.

2. LIABILITY.

Each party will be responsible for its own negligence.

3. HOLD HARMLESS.

Peridot agrees to hold the District harmless and to reimburse the District for any damage to property on the bus caused by a Peridot student. The District will provide Peridot with prompt notice of any damage and will bill Peridot for reasonable costs of repair. Peridot will reimburse the District within thirty (30) days. Peridot also agrees to hold District harmless from any injury to persons caused by a Peridot student.

4. DISCIPLINE.

It will be understood by both parties that if a student from Peridot is found by the bus driver not following the rules of the driver or posted signs on the bus, it will be addressed by the staff or school board at Peridot. While on the bus, students will be subject to the direction of the bus driver or other school representatives on the bus.

Peridot will be notified of incidents on the bus on the same day or the next school day after any incident.

The District reserves the right to deny further bus privileges at any time to any Peridot student for behavior dangerous to the student or others, in the District's sole discretion, upon notice to Peridot.

5. CAPACITY.

The District agrees to transport Peridot students as described in this Agreement, subject to available capacity on the District's bus. The District will not provide transportation aides. The District has current capacity for ten (10) Peridot passengers. Peridot shall provide District with a list of the names of ten (10) students (or students and aides) who will be riding the District bus. If necessary to accommodate additional District students, District will notify Peridot of any change in capacity and the effective date.

6. PICK-UP/DROP OFF LOCATIONS.

Morning pick-up in Bylas:

All Peridot students will be expected to get on the bus at the same location as District students; the General Store in Bylas, at approximately **6:40-6:45 A.M.**

Morning drop off in Peridot:

All Peridot students will be dropped off at Peridot on the route between the District High School and Elementary School drop offs. Peridot will assume duty of supervision as students leave the bus.

Afternoon pick-up in Peridot:

All Peridot students will be picked up at Peridot at approximately

Monday through Thursday: 3:35-3:45 PM

Friday: 1:30 PM (list days and times).

Afternoon drop-off in Bylas:

All Peridot students will be expected to be dropped off at the same location as District students; the General Store in Bylas.

Supplemental Transportation:

Both parties will follow the schedule of the District. On days where Peridot has a school day while the District is off, the students at Peridot will find their own personal rides. On days where Peridot has no school, while the District has school, a representative from Peridot will let the bus driver know so they are not waiting for any Peridot students.

7. TIMELINESS.

The District bus will pick up Peridot students who are present at the designated pick up location when the bus arrives. The District bus driver has no obligation to wait for Peridot students or to send additional buses to pick up students who do not appear for pick up.

8. PROOF OF INSURANCE.

Peridot will provide comprehensive general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, with the District named as an additional insured. This insurance may not be revoked, reduced, or changed in any material way without at least thirty (30) days' advance written notice to the District. This requirement is in compliance with state law which requires insurance by the District and proof of insurance by any party using school facilities or property.

9. PARENT NOTICE.

Peridot agrees that prior to the time that any student rides the District bus, Peridot will advise each student's parent or guardian in writing that the District is not responsible for supervision of student at the bus stop or to or from the bus stop, and that the student's privilege of riding the bus may be withdrawn for reasons of misbehavior or danger to students or others, change in available capacity, or termination of the transportation agreement.

10. AUTHORITY.

Each party signing below has been legally authorized by the named party to sign this Agreement and to bind the named party as provided in this Agreement.

Date: September 30, 2014

Date: _____

By: _____

By: _____

Title: Superintendent

Title: _____

SAN CARLOS UNIFIED SCHOOL DISTRICT

PERIDOT-OUR SAVIOR'S LUTHERAN SCHOOL
WISCONSIN EVANGELICAL LUTHERAN
SYNOD