

2024-2028
STUDENT TRANSPORTATION AGREEMENT
between
FOLEY PUBLIC SCHOOLS – ISD #51
and
NORTH CENTRAL TRANSPORTATION, INC.

This Agreement is entered into as approved by the Board of Education of Foley Public Schools for 2024-2028 contract years in accordance to Minnesota Statue 123B.52.

Foley Public Schools – ISD #51 will be herein referred to as “District”.

North Central Transportation, Inc. will be herein referred to as “Contractor”.

ARTICLE I

1. It is contracted and agreed by and between the said parties that the Contractor(s) shall transport students required to be transported by the District from any points on the designated routes to and from designated schools according to the routes and schedules as are provided by the Contractor(s) and approved by the Superintendent of the District, or other appropriate District officials, for the period of this contract.
2. The Contractor(s) agrees:
 - a. To furnish chassis and passenger school bus bodies both conforming to all the State and Federal laws and regulations relating to school buses.
 - b. To keep said school buses properly stored so they will insure proper warmth and comfort for students transported therein, each bus to be equipped with good and sufficient heaters.
 - c. To have said buses maintained by qualified mechanics so they will be at all times in good mechanical condition and kept clean and will from time to time add such equipment and safety devices as may be required by any new laws or rules of the State of Minnesota relating to school buses.
 - d. To furnish drivers over 18 years of age in good health and in possession of a valid effective bus driver’s license issued by the Motor Vehicles Department of the State of Minnesota, and who have completed a criminal history background check to the satisfaction of the school district for said buses in adequate numbers and of proper qualifications to fulfill the requirements of the contract.
 - e. To establish and enforce regulations for the rules relating to the conduct of such drivers.

- f. To comply fully with all state and federal laws governing the mandatory drug and alcohol testing of individuals required to hold a commercial driver's license (all school bus drivers).
 - g. To discharge or replace any drivers violating rules of conduct or not meeting qualifications or such requirements or qualifications as may be established herein in addition to thereto.
 - h. To have on hand serviceable standby busses in sufficient numbers to make all trips necessary under this contract so that all normal buses are operating at all times.
 - i. Each and every school bus owned, leased, contracted, and/or operated by the school district shall be equipped with an operational video camera system that can record video and audio.
3. The entire operation contemplated in this agreement shall comply with applicable rules and regulations adopted by the State Board of Education, the Commissioner of Minnesota Department of Education, the Minnesota Department of Transportation, any other state agency and the school district presently in effect or now or hereafter adopted and required. The bus Contractor(s) will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions of any other subdivisions of government and any other regulations relating to the operation contemplated herein.

ARTICLE II

1. The total compensation paid by the District to the Contractor(s) for all approved services performed by bus Contractor(s) pursuant to this agreement shall be payable as follows:
2. The District agrees to pay the Contractor(s) in consideration and compensation of obligation for performance under this contract according to the rates agreed upon in EXHIBIT A-1 **(2024-25)**, EXHIBIT A-2 **(2025-26)**, EXHIBIT A-3 **(2026-27)**, EXHIBIT A-4 **(2027-28)**, Costs for Student Transportation Services to this agreement as per school calendar and summer school sessions. The school calendar including vacations, holidays and recess periods, shall be provided to the Contractor(s) prior to the beginning of the school year and the summer school sessions before June 1 of each year. The average school year is September after Labor Day into the first days of June and the summer sessions vary based on the need of the program.
3. Extra-curricular and special trips shall be in addition to the above amount and paid according to the pay schedule in this agreement.

ARTICLE III

1. The Contractor(s) agrees to keep in effect liability insurance for each bus to insure against liabilities up to the following coverage limits:

- Bodily Injury \$1,000,000 combination single limit
- Comprehensive property damage \$1,000,000 combination single limit
- Umbrella coverage \$3,000,000
- Workers Compensation per Minnesota Statutes and laws
- Service provider shall indemnify and hold the District harmless from any claims involving personal injury or property damage arising during transports.
Certificates of insurance are required 30 days prior to the start of each contract year.

2. Contractor(s) shall not be held or deemed in anyway to be the agent or employee of the District. It is the intention of the parties that the Contractor(s) is and shall be considered as an independent Contractor(s). No officer, employee or agent of Contractor(s) shall be deemed to be an officer, employee or agent of the school district, unless he/she is also an officer or employee of the District. Contractor(s) agrees to hold harmless and indemnify the District from any and all claims, demands, causes of action, and suits against the District caused by the negligence or intentional acts of the officers, employees and agents of the Contractor(s), and the District shall pay or settle no claims or judgments arising out of such negligence or intentional acts of the officers, employees, or agents of the Contractor(s), except as otherwise required by law, without approval of the Contractor(s) or its insurer, in writing, and shall immediately give notice of all claims or suits to Contractor(s).

ARTICLE IV

1. This agreement shall be in full force and effect for a period commencing **November 1, 2024 and ending on August 31, 2028**
2. The minimum service to be provided under this agreement shall be to transport one round trip each day school is in session, per school calendar and summer school session, all pupils required to be transported under this agreement to and from the school and the residing place of the pupil for each school year of this agreement, as required by the school district. This statement shall not in any way excuse Contractor(s) from performing all other obligations or duties required under this contract, or the specifications or proposal attached hereto, during the period of this contract for the consideration recited.
3. This contract may be amended or terminated by mutual agreement of the parties in writing approved by the school board upon 30 days' written notice of one party to the other, or as otherwise permitted by this contract or the specifications or proposals attached hereto. Failure or refusal of either party to substantially perform the conditions of this contract during the term of the contract will permit the other party to terminate the contract upon 30 days' written notice in writing to the breaching party, unless with such 30-day period the breaching party shall correct the performance to the satisfaction of the other party, but both parties shall be entitled to all remedies provided by law in case of such breach, failure or refusal, but neither party shall be required to accept less than full performance of this contract unless otherwise agreed in writing by the parties. All notices under this contract required to be given to the school district shall be directed to the

Superintendent of Schools at the school district's administrative offices. All notices required to be given to the Contractor(s) shall be directed to it at its principal office last on record with the school district.

4. This agreement may be canceled by the school district upon bus Contractor(s) failure to comply with any of the terms or conditions herein or upon happening of any of the following events:
 - a. Insolvency of Bus Contractor(s);
 - b. Bus Contractor(s) making an assignment for benefit of creditors;
 - c. Filing of voluntary or involuntary petition on bankruptcy by or against Bus Contractor(s);
 - d. Appointment of receiver to take charge of Bus Contractor(s)'s affairs or property

ARTICLE V

1. The school board shall approve any and all school bus routes, bus stops. The school district reserves the right to change or alter the schedules and routes of travel by giving at least two weeks' written notice to Contractor(s), but any additional costs shall be verified in writing by the Contractor(s) and additional compensation shall be mutually agreed upon by the parties in writing.

ARTICLE VI

The superintendent will be the District representative to determine compliance of the conditions set forth in this agreement with the bus Contractor(s). Such determination shall be subject to a grievance procedure. When non-compliance occurs, the following procedures will occur:

- a. Within 10 days of knowledge of non-compliance, the superintendent shall write a letter notifying the bus Contractor(s) of items of noncompliance and that corrective action is required within 10 days of the date of the letter.
- b. If noncompliance continues beyond 10 days a 10% penalty of the previous month's bill shall be imposed on next bill payment, starting with the date of the initial letter and continue to be imposed with each penalty period (10 days) until compliance is met. The superintendent shall write a second letter, copied to the Board of Education, stipulating that the bus Contractor(s) has 10 days from the date of the second letter to comply. If compliance is met the penalty shall be returned to the bus Contractor(s), if not, the penalty is forfeited and will continue to be forfeited after each penalty period.

- c. If noncompliance continues, the superintendent shall write a third letter, copied to the Board of Education, stipulating the bus Contractor(s) has 10 additional days to comply or further penalties, including cancellation of this agreement, may be assessed by the Board of Education. If compliance is met non-forfeited penalties shall be returned to the bus Contractor(s).

ARTICLE VII

Contractor(s) cannot assign or transfer any part or all of their interest in this contract without the written approval of the school board of the school district as authorized at a regular or special meeting of the school.

ARTICLE VIII

Contractor(s) and school district have complied with provisions of M.S. 123B.52, Subd. 3. Any adjustments or refunds under this contract shall be determined by mutual consent of the parties.

ARTICLE IX

The district may provide a prepayment to the contractors that are based on the average invoice from the prior school year (September - May). This payment will then be balanced, at a minimum, after the January and May invoices. The school district or contractor will make the final payment or reimbursement by June 15th.

If the district and contractor enact the ISD 51 Payment Amendment, contractors will provide an accurate monthly invoice of the services rendered during the invoiced month. The invoice must be provided to the school district by the 5th business day of each month. The district will make payment by the 20th of the invoiced month.

IN WITNESS WHEREOF, the parties have executed this agreement below.

North Central Transportation, Inc.

Foley Public Schools, ISD #51

_____/_____
Date

_____/_____
Board Chair Date

North Central Transportation, Inc.

_____/_____
Date

_____/_____
Board Clerk Date