

## TRANSPORTATION CONTRACT

INDEPENDENT SCHOOL DISTRICT #363, NORTHOME, MN 56661  
and

Maggert Transportation

For Bus and Van Routes

School Years: 2021-2022, 2022-2023, 2023-2024, 2024-2025

Proposed contract amendment on September 11, 2024 to include a TYPE  
III Transit Van with a wheelchair lift.

**Routes Subject to Change:** Gemmell/BigFalls, Mizpah/Dora Lake, Red Lake,  
Ponemah, Blackduck, Squaw Lake

This agreement is effective July 1, 2021, by and between INDEPENDENT SCHOOL DISTRICT #363, Northome, Minnesota, hereinafter described as "SCHOOL DISTRICT" and Maggert Transportation, hereinafter described as "bus operator" as follows:

### SECTION 1

1. It is agreed between the parties that the bus operator shall transport students required to be transported by the school district from any points on the designated routes to and from designated schools according to the routes and schedules as are furnished from time to time by the superintendent of the school district, or other appropriate school district officials, for the period of this contract.
2. The bus operator agrees:
  - a. To furnish chassis and passenger school bus bodies conforming to all State and Federal laws and regulations relating to school buses.
  - b. To keep the school buses properly stored to insure proper warmth and comfort for students. Each bus will be equipped with good and sufficient heaters.
  - c. To have the buses maintained by qualified mechanic's so that they will be at all times in good mechanical condition and kept clean and to 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 Vehicle Department of the State of Minnesota, and who have completed a criminal history background check to the satisfaction of the School District for the 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 State and Federal laws and regulations 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.
  - h. To have on hand serviceable standby buses in sufficient numbers to make all trips necessary under this contract so that normal buses are operating at all times. Arrangements made with the district to use available spare district buses shall fulfill this requirement.
3. The entire operation contemplated in this agreement shall comply with applicable rules and regulations adopted by the State Board of Education, State Department of Transportation and the school district presently in effect and/or hereafter adopted and required. The bus operator will be bound by all rules and regulations, local

ordinances, or state laws relating to road conditions and road restrictions of any other subdivision of government and any other regulations relating to the operation contemplated herein.

## SECTION II

1. The school district agrees to pay the bus operator in consideration and compensation of operator's obligation for performance under this contract an amount of:

2021-2022	\$2.70 per bus route mile and \$1.475 per Van/Type III Vehicle Mile
2022-2023	\$2.75 per bus route mile and \$1.50 per Van/Type III Vehicle Mile
2023-2024	\$2.80 per bus route mile and \$1.525 per Van/Type III Vehicle Mile
2024-2025	\$2.85 per bus route mile and \$1.55 per Van/Type III Vehicle Mile and \$2.85 per vehicle mile for a Transit Van/Type III with wheelchair lift.

If the District needs to utilize Maggert transportation for Extra-Curricular activity routes, the same price per mile will be utilized with an additional \$30 per hour of wait time for the driver.

If, at any point during the term of this contract, as determined by the School District, it becomes no longer economically feasible to transport students with a school bus, due to the number of students riding the bus, the School District may void this contract and a new contract will be negotiated with the bus operator for an alternate mode of transportation. The voiding of this contract takes place upon a 30-day notice to the bus operator.

If the price of gasoline/diesel to the bus operator should exceed \$2.00 per gallon, excluding federal tax, during the contract period, the School District agrees to assume the excess cost beyond \$2.00 per gallon, excluding federal tax, upon documentation as to price and gallonage used in fulfilling contracted obligations.

Average seating capacity of buses will be determined by enrollment needs and Covid-19 guidelines.

Extra-curricular and special trips shall be in addition to the above amount and paid according to the operator's proposal or as otherwise provided by an attachment to this agreement.

Maggert Transportation can also use the school grounds or bus garage for repairs at no cost to Maggert Transportation.

## SECTION III

The bus operator agrees to keep in effect liability insurance for each bus to insure liabilities up to \$1,000,000 for each occurrence, and \$300,000 for under-insured or no insurance, in addition to any other coverage required by the specifications, with the District named as co-insured. The school district shall approve the company and policy submitted to fulfill this requirement and be included in an appropriate endorsement. Any additional coverage obtained by the bus operator will apply to this contract at the time secured.

Operator shall not be held or deemed in any way to be the agent or employee of the school district. It is the intention of the parties that the operator is and shall be considered as an independent contractor. No officer, employer or agent of operator shall be deemed to be an officer, employee or agent of the school district, unless that person is also an officer or employee of the school district. Operator agrees to hold harmless and indemnify the school district from any and all claims, demands, causes of action, and suits against the school district caused by the negligence or intentional acts of the officers, employees and agents of the bus operator, and the school 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 operator except as otherwise required by law, without approval of the operator or its insurer, in writing, and shall immediately give notice of all claims or suits to operator.

## SECTION IV

In the event the bus operator is unable to provide transportation services as herein specified because of acts of God, fire, riot, war, picketing, civil commotion, strike's, labor disputes or any other similar condition, the school district may excuse it from performance hereunder and terminate the contract or shall have the right to take over the operation of such buses that the bus operator is prevented from running, utilizing such school employees or other persons as the school district may deem appropriate, until the bus operator is able to resume operation. The school district shall pay to the bus operator of such buses the same amount specified in paragraph II, less all expenses and costs incurred by the school district in the operation and maintenance of the vehicles.

This agreement shall be in force and effective for a period commencing July 1, 2021 and ending at the end of the school term in May, 2025.

#### **SECTION V**

The minimum service to be provided under this agreement shall be to transport one round trip each day school is in session all pupils required to be transported under this agreement to and from the school and the designated areas as outlined by the District Superintendent. This statement shall not in any way excuse operator 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.

This contract may be amended or terminated by mutual agreement of the parties in writing approved by the Board of Education upon thirty (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 the bus operator to substantially perform the conditions of this contract during the term of the contract will permit the School District to terminate the contract upon thirty (30) days' notice, in writing, to the bus operator. The School District shall be entitled to all remedies provided by law in case of such breach, failure or refusal. 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 the school district at the school district's administrative offices. All notices required to be given to the operator shall be directed to it at its principal office last on record with the school district.

#### **SECTION VI**

The specifications and general conditions relating hereto are included herein and made a part of this contract by reference along with any proposal submitted by operator, except as otherwise provided in this contract.

The Board of Education or Superintendent shall approve any and all school bus routes, bus stops, drivers and alternate drivers and may require removal of any drivers or alternate drivers. The school district reserves the right to change or alter the schedules and routes of travel by giving reasonable written notice to operator, but any additional costs shall be verified in writing by the operator and additional compensation shall be mutually agreed upon by the parties in writing.

#### **SECTION VII**

Operator cannot assign or transfer any part or all of operator's interest in this contract without the written approval of the Board of Education of the school district as authorized at a regular or special meeting of the Board of Education.

#### **SECTION VIII**

Operator and school district have complied with the provisions of M.S. 123.37, subd. 1b. Any adjustments or refunds under this contract shall be determined by mutual consent of the parties.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Maggert Transportation      Date

Board Chair	Date
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Board Clerk \_\_\_\_\_ Date \_\_\_\_\_