

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. APPROVE TRANSPORTATION CONTRACTS

2

The superintendent and transportation committee (Nick, Scot) recommend approving the transportation contracts. The contracts include a 3% increase each year.

- a. There will be 4 bus routes this year instead of 5. West Side Transportation is not interested in providing bus route services for our school district. The other owner/operators are completing the routes and will be contacting families soon with times and information. The contract for the bus routes is with Hendrycks Bus Co., Inc.; Becky McKinley; Otto Bus Company, LLC; and Rudenick Bus Service, LLC. This is a 3-year contract.
 - b. The co-curricular transportation contract is with West Side Transportation. The will provide transportation for after school activities and field trips or other transportation needs during the school day. This is a 1-year contract.
 - c. The special education transportation contract will continue to be with Nickel Transportation (Gaylen Lenz). This is a 3-year contract.
4. ADJOURNMENT

TRANSPORTATION CONTRACT FOR YEARS 2023-2026
 INDEPENDENT SCHOOL DISTRICT NO. 507
 Nicollet, Minnesota

This agreement is made by and between Independent School District No. 507, Nicollet, Minnesota, hereinafter described as "School District" and LLC; Hendrycks Bus Co., Inc.; Becky McKinley; Otto Bus Company, LLC; and Rudenick Bus Service, LLC; hereinafter described as "bus operator" as follows:

I.

1. It is contracted and agreed by and between the said 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 both conforming to all the State and Federal laws and regulations relating to school buses.
 - b. To keep said school buses properly stored so that they will insure proper warmth and comfort for the students transported therein, each bus to be equipped with good and sufficient heaters.
 - c. To have said buses maintained by qualified mechanics so that 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 Vehicle 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 thereto.
 - h. To have on hand serviceable standby buses in sufficient numbers to make all trips necessary under this contract so that all normal buses are operating at all times.
3. The entire operation contemplated in this agreement shall comply with applicable rules and regulations adopted by the Commissioner 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 operator 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.

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:

<u>School Year</u>	<u>Basic Route Payment</u>	<u>Co-curricular & outside boundaries: Add'l Mile</u>	<u>Add'l Hour</u>
2023-24	\$293504.68	\$206	\$20.05
2024-25	\$302309.82	\$2.12	\$20.65
2025-26	\$311379.12	\$2.19	\$21.27

The school calendar, including vacations, holidays and recess periods, shall be provided to the operator prior to the beginning of the school year. The operator is expected to provide services on the days designated by the school calendar.

Extra-curricular and special trips shall be in addition to the above amount and will be compensated at the annual rates for additional miles and/or additional hours from the schedule above. Any time a trip is canceled without prior notification, a pull-out charge of \$50 will be given. Use of an operator's trailer shall be reimbursed at \$100 per day.

2. If the price of fuel to the bus operator should exceed \$1.45 per gallon (pump price) during the contract period, the school district agrees to assume the excess cost beyond \$1.45 per gallon upon documentation as to price and fuel used in fulfilling contractual obligations.

III.

1. The bus operator agrees to keep in effect liability insurance for each bus to insure against liabilities up to \$1,000,000 for each claimant and \$1,000,000 for each single occurrence in addition to any other coverage required by the specifications. 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.
2. 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, employee or agent of operator shall be deemed to be an officer, employee or agent of the school district, unless he 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.

IV.

1. It is agreed by the parties that 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, strikes, 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 for such buses the same amount specified in the heretofore-mentioned rate schedule, less all expenses and costs incurred by the school district in the operation and maintenance of the vehicles.

V.

1. This agreement shall be in full force and effect for a period commencing July 1, 2023, and ending on June 30, 2026. This agreement may be renewed for an additional three year period at the option of the school district on the same terms as the final year by a written notice mailed to the second party on or before March 1, 2026. 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 residing place of the pupil for a period of school days coinciding with the school calendar during each school year of this agreement, if required by the school district. This statement shall not in any way excuse the 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 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 within 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 clerk 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.

VI.

1. Except as modified herein, 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.
2. The school board shall approve any and all school bus routes, bus stops, drivers and alternative drivers. 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 the 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.

VII.

Operator cannot assign or transfer any part or all of his 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 board.

VIII.

Operator and school district has complied with the provisions of M.S. 123B.52, Subd. 3. Any adjustments or refunds under this contract shall be determined by mutual consent of the parties. IN WITNESS WHEREOF, the parties have executed this agreement below.

Nicollet Bus Owners

Independent School District No. 507
Nicollet, Minnesota

By: _____
Hendrycks Bus Co., Inc. (Date)

By: _____
(Chair)

By: _____
Becky McKinley (Date)

By: _____
(Clerk)

By: _____
Otto Bus Company, LLC (Date)

By: _____
Rudenick Bus Service, LLC (Date)

Dated this 16th day of August, 2023

TRANSPORTATION CONTRACT FOR YEARS 2023-2026
INDEPENDENT SCHOOL DISTRICT NO. 507
Nicollet, Minnesota

This agreement is made by and between Independent School District No. 507, Nicollet, Minnesota, hereinafter described as "School District" and West Side Transportation, LLC, hereinafter described as "bus operator" as follows:

It is contracted and agreed by and between the said parties that the bus operator shall transport students required to be transported by the school district for co-curricular activities, activities between, route times, and possibly summer activities and according to the 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.

West Side Transportation, and its drivers, are governed by Federal and State Guidelines, Rules, and regulations. This is for the protection of the students, the district, and the bus operators, and drivers.

Trips can be scheduled through West Side Transportation through completing the transportation request form in the office, or by email or phone to Harold Fischer or Mary Fischer 507-340-0836.

The operator will make every effort to provide transportation for field trips requested by the school district as the need arises. Requests should be submitted as early as possible.

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:

School Year	Per Mile	Per Hour
2023-24	\$2.06	\$21.00

Any time a trip is canceled without prior notification (a minimum of one hour); a pull-out charge of \$50.00 will be paid to the operator. Use of an operator's trailer shall be reimbursed at \$100.00 per day.

If the price of fuel to the bus operator should exceed \$1.45 per gallon (pump price) during the contract period, the school district agrees to assume the excess cost beyond \$1.45 per gallon upon documentation as to price and fuel used in fulfilling contracted obligations.

An invoice will be sent via email to or regular mail to: Nicollet Public School, 1 Pine Street, Nicollet, MN 56074, Or hand delivered by the 10th of the following month obligation is performed, and due no later than the 20th of the same month.

This agreement shall be in full force and effect for a period commencing July 1, 2023, and ending on June 30, 2024. This agreement may be renewed for an additional two-year period at the option of Nicollet Public School district and West Side Transportation.

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. 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 notice in writing to the breaching party, unless within 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 both parties.

All notices under this contract required to be given to the operator shall be addressed to 48963 U.S. Hwy 14, Nicollet, MN 56074 or the last address provided to the school district. All notices to be given to the school district shall be directed to the school district's administrative office, 1 Pine Street; Nicollet, MN 56074

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

Independent School District #507

West Side Transportation

School Board Chair

Owner

School Board Clerk

Owner

INDEPENDENT SCHOOL DISTRICT NO. 507
SPECIAL EDUCATION TRANSPORTATION AGREEMENT
WITH NICKEL TRANSPORTATION
2023-2026

This agreement is made effective August 01, 2023 by and between Independent School District 507, Nicollet, Minnesota, hereinafter described as "School District" and Nickel Transportation hereinafter described as "Bus Operator."

I.

For the consideration herein expressed, Bus Operator agrees with the School District:

1. To transport all special education students and short term point to point students required of the School District by the State of Minnesota for the period of this agreement.
2. To provide transportation equipment which at all times will conform to all standards for conventional school transportation as established by the State of Minnesota Department of Public Safety and all legal requirements of the State of Minnesota.
3. To comply with all statutes, policies, rules and regulations relating to school transportation adopted by the State of Minnesota and the Nicollet Board of Education.
4. To furnish drivers in good health and in possession of a current DOT physical and valid driver's license in adequate numbers and of proper qualifications for the type of vehicle driven to fulfill the requirements of this agreement.
5. To establish and enforce regulations for the rules relating to the conduct of such drivers and to evaluate all drivers on an annual basis.
6. To have on hand standby vehicles to be used in the event any buses or vans regularly transporting students shall be in inoperable.
7. To provide training so that all drivers shall meet the competencies specified by the Minnesota Department of Public Safety.
8. To have in place drug and alcohol testing as required by the Federal Government and State of Minnesota.
9. To submit to the School District any requested information for the annual transportation report by June 30.

II.

The School District agrees to pay the Bus Operator in consideration and compensation of their obligation for performance under this agreement as follows:

2023-2024

\$276.64 per day for wheelchair lift handicap route or ECSE route for every day that the student or students are eligible to attend (2.5 hrs. includes up to an AM and PM Route, additional ¼ hr. is \$11.90).

\$1.32 per mile or \$175.13 per day, whichever is greater, plus \$16.48 per hour driver's time for Special Education van routes for every day that the student or students are eligible to attend.

2024-2025

To be negotiated.

2025-2026

To be negotiated.

This agreement will be based on gas at \$1.139 per gallon and diesel at a \$1.244 per gallon with the School District paying the difference above those prices.

Should the number of days transportation is required to decrease during the school year as a result of weather conditions, strikes, gas shortages, school closing and emergencies, compensation for all routes will not be decreased. If cancelled days are rescheduled, the School District will not incur any extra cost.

In any event that is beyond the control of the School District, State or Federal Government that would close schools, the School District would pay the Bus Operator for a regular school day that is not in session if the School District is able to collect transportation funding from the State or Federal Government. The Bus Operator will pay all employees a full day's wage for each day that school is closed.

The School District will not provide or require adult monitors on Special Education buses or vans on a regular basis. Approval by the Director of Special Education will be necessary for any use of adult monitors for the specific situations reviewed on a case by case basis. If the Superintendent, the Director of Special Education or the School District Designee approves the use of an adult monitor, the School District will hire and supervise the monitor.

The Bus Operator agrees to keep in effect public liability, property damage and umbrella liability insurance for each bus or van to insure against liabilities with the following minimum limits:

Automobile Liability Insurance	\$1,000,000 Combined Single Limit
Property Damage	\$100,000 Per Accident
Commercial General Liability Insurance	\$1,000,000 Per Occurrence
Umbrella Liability Insurance	\$1,000,000

The School District shall be listed as *designated insured* on the Automobile Liability Insurance and listed as *additional insured* on the General Liability Insurance.

The Bus Operator agrees to provide the School District a certificate of insurance evidencing such coverage. Worker's Compensation Insurance shall be maintained as required by law.

The Bus Operator shall not assign or transfer any part of the obligation and responsibility in this contract without the written approval of the School District.

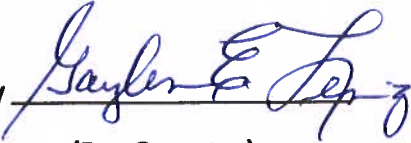
The School District reserves the right to extend or renew this agreement at any time by direct negotiation with the Bus Operator.

This agreement will be in force and effect for a period commencing on August 01, 2023 and ending on July 31, 2026.

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

NICKEL TRANSPORTATION

INDEPENDENT SCHOOL DISTRICT NO. 507

By 
(Bus Operator)

By _____
(School Board Chair)

Dated _____

By _____
(School Board Clerk)