

# PUBLIC SCHOOL PUPILS TRANSPORTATION CONTRACT

## PELICAN RAPIDS SCHOOL DISTRICT NO. 548

Pelican Rapids, Minnesota 56572

This agreement is made effective July 1<sup>st</sup> 2019 by and between Independent School District No. 548, Pelican Rapids, of the County of Otter Tail and State of Minnesota, hereinafter described as "School District" and Christianson Bus Service Inc. 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 school pupils required to be transported by the school district from any points to and from designated schools.
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 maintained so that they will insure proper warmth and comfort for the pupils 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 regulations 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 commercial driver's license issued by the Motor Vehicle Department of the State of Minnesota, 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 of such requirements or qualifications as may be established herein in addition thereto.
  - h. To have available at least three spare buses for use in emergency situations and/or extra curricular trips.

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 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 as follows:

This contract includes transportation of not only K-12 eligible students, but also any four year old preschoolers the District should wish to transport. The contractor will show flexibility when it comes to transporting open enrolled students living outside the District.

**Four Day Week**

2019-2020 bus contract will be \$59,100.00 per month

**Fuel Escalator-the bus operator will be responsible for the first \$2.00 per gallon of fuel and the district will pick up the remainder.**

Extra Curricular

Rate per Mile	<u>\$2.00</u>
Rate per hour for Driver	
During route times	<u>\$34.00 Paid by Christianson Bus Service</u>
Rate per hour for Driver	<u>\$14.50</u>

In-town Sumer School

2019-2020 \$120.00 per route

**Newly Enrolled** Open Enrolled Students Living Outside of the District 2019-2020

Rate Per Mile \$2.00 per mile outside of district lines- paid per Household, not per student

\*Bus Operator must furnish district with number of miles per household as well as procedure used to determine number of miles from district lines.

**Newly Enrolled Open Enrolled Students Living Outside of the District 2019-2020**

Rate Per Mile            \$2.00 per mile outside of district lines- paid per Household, not per student

\*Bus Operator must furnish district with number of miles per household as well as procedure used to determine number of miles from district lines.

Supplier will give the school district a discount of the quoted monthly route transportation for each day in which school is in session but when only in-town buses are used.

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Discount of \$1,106

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The number of days school will be in session is 146 days each year.  
If District returns to the 5 day school week the contract will be reopened to negotiate a 172 day school year.

III.

1. The bus operator agrees to keep in effect liability insurance for each bus to insure against liabilities up to:
  - Commercial General Liability \$1,000,000 per Occurrence, \$2,000,000 Aggregate
  - Automobile Liability \$1,000,000 Combined Single Limit Each Accident
  - Umbrella Liability \$4,000,000 per Occurrence & Aggregate and in addition will be required to maintain any additional coverage which may be required of school districts during the term of this agreement.
2. Certificates of insurance naming the school as a certificate holder and as additional insured will be required. Certificate of coverage shall be filed with the school district when the contract is executed.
3. 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.
4. 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 and in his course of employment with 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 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, except as otherwise required by law, without approval of the contractor or his insurer, in writing, and shall immediately give notice of all claims or suits to contractor.

#### IV.

This agreement shall be in full force and effect for a period commencing July 1, 2019 and ending on June 30, 2020. However, this contract may be terminated, at any time prior to June 30, 2020, by either party, independently, so long as the party who desires to so terminate provides 30 days written notice, via regular first class U.S. Mail, of its intention to do so to the other party. This contract may be amended only by mutual agreement, in writing, signed by both parties. All notices of this contract required to be given to the contractor shall be directed to it at its principal office last on record with the school district. Nothing in this provision shall be construed or interpreted in a manner that would prevent either party from seeking any remedies provided by Minnesota Law in the event of a breach of this contract.

#### V.

1. 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, drivers and alternate 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 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.

#### VI.

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 authorized at a regular or special meeting of the school board.

#### VII.

Operator and school district have complied with the provisions of M.S. 123B.52, sub. 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.

Independent School District No. 548  
Pelican Rapids, Minnesota

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Board Chairman)

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

\_\_\_\_\_  
(Clerk)  
Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.