

**Hastings Area Public Schools - ISD 200**  
**School Board Meeting Agenda**

Wednesday, February 19, 2025  
Special Meeting of the Hastings School Board  
Middle School Media Center

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- I. **Call Meeting to Order**
  - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to approve the agenda/table file**
- IV. **Items for Discussion & Action Item**
  - a. Transportation Contract
- V. **Adjournment**

# **Hastings Independent School District 200 PUPIL TRANSPORTATION SERVICES CONTRACT**

In accordance with Minnesota Statutes, section 123(b).52, subdivision 1 or 3, this Contract ("Contract") is made and entered into as of the 19th day of February 2025, by and between Independent School District 200, Hastings, Dakota County, Minnesota, hereinafter called "District" and Minnesota Coaches LLC dba Hastings Bus Company, Hastings, Dakota County, Minnesota hereinafter called "Contractor."

WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such pupil transportation service to District, NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

## **1 TERM**

1.1 The term of this Contract shall commence July 1, 2025 and shall continue through June 30, 2035. For purposes of this Contract, the term "Contract Year" shall mean each one-year period commencing July 1 during the term of this Contract. The School District shall have the right to terminate the Contract effective at the beginning of each Contract Year by giving ninety (90) days' written notice.

## **2 SCOPE OF SERVICES REQUIRED**

2.1 Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the District for the Contract Years within the Term, to the various schools according to a time schedule and/or routes determined by District as described herein in this Contract.

2.2 Contractor shall furnish equipment and personnel as required by District to provide daily transportation of students outside the district to such locations according to the students' needs as described herein this Contract.

2.3 Contractor shall furnish equipment and personnel as required by District to provide extracurricular and athletic trips as described herein this Contract.

2.4 Contractor shall design, route, and schedule the REGULAR TRANSPORTATION routes per the time schedules, school locations, and other parameters set by District as described herein this Contract.

## **3 COMPENSATION AND BILLING,**

3.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

3.1.1 REGULAR TRANSPORTATION - TO / FROM / MIDDAY

3.1.1.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto no later than fifteen (15) calendar days after the receipt and verification of invoice. Contractor will invoice the District twice per month for Regular Education routes.

3.1.1.1.1 Contractor will provide regular education invoices in the following format, first day of the month through the 15<sup>th</sup> of the month and the 16<sup>th</sup> of the month through the last day of the month. The invoice will include information that allows District to verify the amounts charged.

3.1.1.2 Payments to Contractor by District will be made twice per month.

3.1.2 SPECIALIZED SERVICES - TO / FROM / MIDDAY / SHUTTLES

3.1.2.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto no later than thirty (30) calendar days after the receipt and verification of invoice. Contractor will invoice District monthly for specialized services routes.

3.1.2.1.1 Contractor will provide specialized services invoices monthly. The invoice will include information that allows District to verify the amounts charged.

3.1.2.2 Payments to the Contractor by District will be made on a monthly basis.

3.1.3 EXTRACURRICULAR / ATHLETIC TRIPS

3.1.3.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto no later than thirty (30) calendar days after the receipt and verification of invoice.

3.1.3.1.1 Contractor will provide extracurricular/athletic trip services invoices monthly. The invoice will

include information that allows District to verify the amounts charged.

3.1.3.2 Payments to the Contractor by District will be made on a monthly basis.

3.2 The hours available to the District include time to get to and from the bus terminal (before and after routes). On Regular Ed Routes, the time spent during the first three (3) weeks of school, or when there is unusual traffic delays, or during inclement weather may exceed the time allowed. No additional compensation will be paid for delays resulting from unusual traffic, inclement weather, or other occurrences that impact route times on a day-to-day basis without changing the time generally required to run the route.

3.3 District reserves the right to reduce, or expand the number of Contractor buses, and to adjust the Contract because of the change. The change in the Contract will be discussed with Contractor before changes are made. If more than 3 Regular Ed buses are added or subtracted from the current system, each party has the right to ask to open the Contract for negotiations.

3.4 In the event that the yearly number of days transportation is required is reduced or expanded, District will alter the Agreement on a pro-rated basis.

3.5 Extracurricular, Athletic, and Field trips shall be billed from the Contractor terminal allowing travel time to the load location to serve the scheduled time, until the return to the school and reasonable time to return to the Contractor terminal if the bus is returning to Contractor terminal.

3.6 If annual transportation days is reduced or expanded from 169 days, District and Contractor shall negotiate, in good faith, adjusted Rates pursuant to Exhibit A and shall mutually agree in writing.

#### 4 TRANSPORTATION SERVICES REQUIRED

##### 4.1 Regular Transportation

- 4.1.1 Type of transportation: school bus service for public, non-public and kindergarten.
- 4.1.2 Transportation for public and non-public schools.
- 4.1.3 To and from the assigned bus stops, and to various buildings as assigned.
- 4.1.4 Route information is routed and available through the District's bus routing system.
- 4.1.5 Contractor shall have adequate spare buses to take care of emergencies and field trips.
- 4.1.6 Bus drivers and Contractor are asked to cooperate in maintenance of bus stops. Safety, age of students and traffic conditions will be considered in routing and assignment of bus stops.

## 4.2 Extracurricular/Athletic Trips

- 4.2.1 Contractor is authorized to accept field/athletic trip orders only from designated District personnel.

## 4.3 Special Services Transportation

- 4.3.1 Type of transportation: School bus service and Type III vehicle use for Special Education and students with special needs to locations in and out of the service area for District.
- 4.3.2 Transportation for public and non-public schools and other locations as required.
- 4.3.3 From home of the special needs students to various locations.
- 4.3.4 Contractor shall have adequate spare buses to take care of emergencies.
- 4.3.5 The starting time of schools and routes will be determined by District.
- 4.3.6 District reserves the right to change or alter routes. In the event such a change is necessary, District shall give Contractor reasonable notice of the change in writing.
- 4.3.7 Type of service provided:
  - 4.3.7.1 Wheelchair - a lift bus is required for some students
  - 4.3.7.2 Car Seats/Booster Seats - are required for some students
    - 4.3.7.2.1 District will reimburse Contractor for car seats needed for Hastings Public Schools students when the original receipt is provided to District.
  - 4.3.7.3 Half-Day Schools have some students attending A.M. or P.M. Sessions only.

## 4.4 Routing Services

- 4.4.1 Contractor shall design and schedule the REGULAR TRANSPORTATION routes and operate the buses according to the routes established. District or its designated agent will be responsible for routing special education.
  - 4.4.1.1 Routes shall be offered to Contractor at the rates identified in Exhibit A.
  - 4.4.1.2 Contractor shall also furnish District with any concerns associated with the routes on an ongoing basis.

- 4.5 Routes may be modified by District to ensure the timely delivery of students to and from school.

4.5.1 Modifications shall not be made for seasonal changes, road construction, or other temporary conditions unless District determines that it is needed in order to get students to school on time.

4.6 District reserves the right to contract with other vendors or operate its own buses for low incidence transportation services if it is more economical for District to do so.

## 5 FUEL

5.1 Contractor shall furnish all fuel to be used in its performance of this Contract.

5.2 Fuel Escalation Clause. The Fuel Escalation Clause base will be \$2.25 per gallon diesel and gasoline with the ceiling being \$2.75 per gallon diesel and gasoline. If fuel falls below the base, Contractor will reimburse District for the difference between the actual cost and the base. If fuel rises above the ceiling, District will reimburse Contractor for the difference between the actual cost and the ceiling. The amount will be in the form of a check sent with the fuel clause invoice. Fuel clause invoices and payments will be made monthly. All costs are calculated by the average cost of fuel per gallon for the month minus federal tax.

5.2.1 Record Keeping: Contractor shall be required to maintain complete, detailed and accurate records of all fuel used by it, the prices paid therefore, the amount of fuel used for District transportation, mileage records and all such other pertinent information required to effectuate the terms of this Contract, and shall provide same to District upon request at reasonable times.

## 6 SERVICE CONDITIONS

6.1 During the Contracted route times, the District reserves the right to direct the operation of Contractor's buses as it deems necessary.

6.2 The number of students transported shall not exceed the rated manufacturer's capacity. Scheduling of the students for arrival at the various school locations shall conform to the schedule established by District.

6.3 Students with special needs shall be picked up immediately in front or as near as possible to the home on a curb-to-curb basis. A student shall load or unload at home or school only from the right side of the vehicle unless escorted across the street by an aide.

6.4 Contractor shall understand that information regarding students and routes is confidential and shall be responsible for the training of all employees regarding confidentiality.

6.5 Due to the fact that Contractor has the ability to access confidential data, District reserves the right to access Contractor's computer system upon prior written notice to the extent reasonably required to confirm that proper District procedures are being maintained to protect this data. District may require Contractor to implement specific data privacy procedures to assure that their

data is secure, provided that any third-party costs associated with such additional procedures shall be paid by District.

6.6 Identification badges shall be provided for all drivers operating vehicles under this Contract. These shall be provided at the expense of Contractor.

## 7 CONTRACTOR RESPONSIBILITIES

7.1 Contractor shall comply with applicable provisions of the State of Minnesota Motor Vehicle Code, State Board of Education rules and regulations relating to student transportation, the construction, design, and operation of equipment, safety accessories for equipment, vehicle codes and other applicable laws, and rules and regulations prescribed by Federal, State and County Government relating to the transportation of students.

7.2 Contractor shall comply with District's adopted transportation policies and regulations provided that any Material Change shall be delivered to Contractor within ten (10) business days of adoption and Contractor shall have twenty-four (24) hours to acknowledge receipt of material change in writing. Immediate non-compliance due to a Material Change shall not be a material breach pursuant to Section 1.1.

7.3 Contractor and District shall cooperate with each other in maintaining a good public relations program with the community.

7.4 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require Contractor to remove from service under this Contract any employee who, at District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

7.5 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. The Contractor will consistently conduct a proactive recruitment campaign and periodically update the District on these efforts. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of District.

7.6 Contractor shall be highly selective in the employment of drivers. Contractor is required to utilize only those drivers holding a valid Class A or Class B CDL with a school bus and passenger endorsement for type A,B,C,D school buses, or License Class D,C,B,A for Type 3 school buses, who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to District.

7.7 District reserves the right to comment on the performance of any employee of Contractor, and Contractor shall take appropriate steps to improve services.

7.8 Contractor shall provide all Contractor drivers and assistants under this Contract specific training on students with special needs and medical conditions for the students assigned to the route prior to execution of the route, or as required by Federal, State, or District requirements.

7.9 Contractor shall maintain a regular staff of qualified mechanics to ensure proper maintenance of all equipment used in the transportation of students in strict accordance with the State of Minnesota Standards for School Buses, and shall maintain said equipment in good mechanical order. All buses shall be kept in a clean and sanitary condition and open to District for inspection at all times.

7.10 Contractor shall implement a dress code for all employees that shall be agreed to by District.

## 8 CHANGES IN LAWS AND REGULATIONS

8.1 District agrees to discuss the additional costs incurred by Contractor as a result of the MN Law change pertaining to Unemployment Benefits to all Non-instructional Between Term Positions that went into effect on May 28, 2023, and District may negotiate with Contractor, in good faith, changes in rates in Exhibit A due to MN Law change pertaining to Unemployment Benefits to all Non-instructional Between Term Positions.

## 9 RECORDS AND REPORTS

9.1 The following reports shall be required. Contractor will furnish additional information upon request.

9.1.1 Driver report. This report must include the name and current work assignment of each driver (route and sub drivers). Due before the first day of the school year.

9.1.2 Driver Training report. This report will show the driver's training during the school year. This report should include date, safety topics, and hours. Due June 14th.

9.1.3 Mileage report. This report must include all miles driven by category (Special Ed, Regular, Shuttles, Field trips etc.). These miles must be reported in a format as required by the state of Minnesota. Due July 15<sup>th</sup>.

9.1.4 Fleet report. This report must contain all vehicles used (routes and spares) for the purpose of transporting students in the District. Due September 30<sup>th</sup>.

9.1.5 Staffing report. This report must include a list of all non-driving staff used by Contractor to fulfill this Contract (Management, Dispatch, Trainers etc.). Due September 30<sup>th</sup>.

## 10 STATUS OF CONTRACTOR

10.1 In the interpretation of this Contract and the relations between Contractor and District, Contractor shall be construed as being an independent Contractor hired to provide pupil transportation services only.

10.2 Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of District.

## 11 TAXES

- 11.1 Contractor shall pay all taxes imposed on any equipment, supplies, or services to be furnished. It is recognized by and between the parties that there will be no liability on the part of District for any type of tax assessed thereon.
- 11.2 Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

## 12 INSURANCE

- 12.1 Contractor shall maintain during the life of the Contract the following minimum requirements:
  - 12.1.1 General Liability
    - 12.1.1.1 Commercial General Liability with a \$1,000,000 Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability, Completed Operations and all Broad Form Comprehensive General Liability enhancements.
    - 12.1.1.2 Contractor's insurance to be primary and non-contributory.
    - 12.1.1.3 30-day notice of intent to cancel, non-renew, or make material change in coverage.
    - 12.1.1.4 District to be named as "Additional Insured."
  - 12.1.2 Automobile Liability:
    - 12.1.2.1 \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident
    - 12.1.2.2 Coverage to include "Owned, Non-Owned, and Hired" automobiles
    - 12.1.2.3 30-day notice of intent to cancel, non-renew, or make material change in coverage
  - 12.1.3 Workers' Compensation/Employer's Liability:
    - 12.1.3.1 Certificate of Insurance indicating "statutory" limits.
    - 12.1.3.2 30-day notice of intent to cancel, non-renew, or make material change in coverage
    - 12.1.3.3 Employer's Liability, \$1,000,000

12.1.4 Sexual Abuse or Molestation:

12.1.4.1 \$1,000,000 Sexual Abuse, Aggregate Injury Limit of Insurance.

12.1.5 Umbrella Liability:

12.1.5.1 \$4,000,000 Per Occurrence

12.1.5.2 \$4,000,000 Policy Aggregate

12.1.5.3 Underlying Coverages:

12.1.5.3.1 General Liability

12.1.5.3.2 Auto Liability

12.1.5.3.3 Employer's Liability

12.2 Minimum Scope of Insurance:

12.2.1 Coverage shall be at least as broad as:

12.2.1.1 Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

12.2.1.2 Insurance Services Office Form covering Automobile Liability, code 1 (any auto)

12.2.1.3 Workers' Compensation insurance as required by State law and Employer's Liability Insurance

12.3 Minimum Limits of Insurance:

1.General Liability: (Including products and completed operations)	\$1,000,000	Per occurrence for bodily injury, personal and advertising injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
3a.Workers' Compensation:		As required by State law.

3b. Employer's Liability:	\$1,000,000	Per accident for bodily injury or disease
4. Sexual Abuse or Molestation:	\$1,000,000	Aggregate
5. Umbrella Liability	\$4,000,000	Per Occurrence

#### 12.4 Deductibles and Self-Insured Retentions

12.4.1 Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### 12.5 Other Insurance Provisions

12.5.1 The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

12.5.1.1 To the fullest extent permitted by law, District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement Contractor's insurance policy, or as a separate owner's policy.

12.5.1.2 For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance in respects District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

12.5.1.3 Coverage required under this Contract shall not be canceled or non-renewed without 30 days prior written notice from Contractor to District, except where cancellation is for non-payment of premium, then 10 days' prior notice shall be given

12.5.2 Any insurance proceeds available to the Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum limits specified in the Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

## 12.6 Acceptability of Insurers

12.6.1 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District and admitted to do business in the state in which services are to be performed, or accepted by the Surplus Lines Association to do business in that state. A Non-admitted company should have an A.M. Best's rating of A- X or higher.

## 12.7 Verification of Coverage

12.7.1 Contractor shall furnish District with original certificates and endorsements effecting coverage required by this clause. The endorsements should be on forms provided by District or on other than District's forms, provided those endorsements or policies conform to the requirements. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## 12.8 Waiver of Subrogation

12.8.1 Contractor hereby grants to District a waiver of any right to subrogation which any insurer or Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

## 12.9 Subcontractors

12.9.1 Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

# 13 INDEMNIFICATION

- 13.1 Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against third party claims, which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Contract, except to the extent that such claim or demand arises from or is caused by the gross negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.
- 13.2 To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against third party claims, which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

#### 14 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

- 14.1 Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

#### 15 TITLE IX COMPLIANCE

- 15.1 Contractor acknowledges District's operations are subject to Title IX of the Education Amendments of 1972 and agrees to comply therewith in connection with its performance of this Contract.

#### 16 CONTRACT SECURITY

- 16.1 Before commencing services, District may require Contractor to supply a Performance Bond and shall provide liability and property damage insurance as herein described. The cost of the required bond is not included in any of the listed route rates in Exhibit A and Contractor shall invoice District separately.

#### 17 FORCE MAJEURE

- 17.1 No Party shall be liable for any interruption, delay or failure to perform any obligations under this Contract resulting from causes beyond its reasonable control, including but not limited to acts of nature, fire, riot, war, picketing, civil commotion, strikes, labor disputes, pandemic, lack of fuel, or other similar events ("Force Majeure Event"). In the event of a Force Majeure Event, Contractor shall promptly notify District if Contractor

cannot cure interruption to Service in whole within five (5) business days, District may solely, at its option excuse the Contractor from performance and terminate the Contract, or shall have the right to assume the operation of such buses, with school employees or other persons as District may deem appropriate. District shall pay to Contractor for such buses the same amount specified in the heretofore-mentioned rate schedule, less all expenses and costs incurred by District in providing the services contemplated by the Contract.

## 18 INCLEMENT WEATHER / SCHOOL CLOSINGS

- 18.1 The Contract will be paid off the current school year calendar number of days.
- 18.2 If District is required to shut down or significantly reduce its need for transportation services due to circumstances BUT maintain the intention of restoring its operations.
  - 18.2.1 District shall pay Contractor 85% of daily rates in Exhibit A for the previously scheduled routes.
  - 18.2.2 Contractor can NOT lay off personnel utilized to fulfill Contract during this time including bus drivers, bus aides and office staff.
  - 18.2.3 District would have access to vehicles/buses and bus drivers/bus aides to transport meals, materials etc. to support student needs.
  - 18.2.4 Contractor and District can negotiate additional compensation should the District receive guidance and financial support to provide additional compensation from State or Federal sources.
- 18.3 In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor of the cancellation or delay. If school is closed due to inclement weather, District shall pay Contractor 85% of route rates in Exhibit A for the canceled previously scheduled routes.

## 19 EMERGENCY RESPONSE PROGRAM/ACCIDENT/INCIDENT

- 19.1 In the event of an accident, a verbal report shall be made immediately to District or it's designee. District shall provide a written procedure that must be followed if an accident occurs. A written accident report will be submitted to District within two working days of the accident. In the event of a crisis, the District Crisis Management Policy must be followed.

## 20 MANAGEMENT PERSONNEL

- 20.1 Contractor shall provide a readily available supervisor to oversee vehicles, personnel, services required and to serve as a liaison to District staff. The supervisor shall not be assigned to a route. The supervisor may fill in as a substitute as long as it does not interfere with the duties listed here within.

- 20.1.1 This person must attend all meetings required by District that support the common goal of safety and service throughout the community. This could include participation in crisis management team, city/county meetings, open houses, and other safety or service related meetings within the community.

## 21 OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

- 21.1 Contractor agrees that each driver shall:
  - 21.1.1 Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
  - 21.1.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by law.
  - 21.1.3 Successfully completed a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguishers, traffic laws, and applicable District policies and regulations.
  - 21.1.4 Possess a satisfactory driving record and criminal history record. Review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
  - 21.1.5 Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
  - 21.1.6 Meet any other criteria required by State law or by District policies, rules or regulations.
- 21.2 Contractor shall hold each driver responsible for:
  - 21.2.1 Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
  - 21.2.2 Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
  - 21.2.3 Complying with all federal, state, and local traffic laws while operating buses under this Contract.
  - 21.2.4 Carrying appropriate identification, at all times, while on duty.
  - 21.2.5 Carrying a timepiece while on duty so that the driver can maintain established schedule times.

- 21.2.6 Communicating to staff any issues or needs related to the route assignment and all passengers transported.
- 21.3 A driver orientation and instruction program will be provided by Contractor before a driver is allowed to drive while students are on board. Training must include:
  - 21.3.1 Instruction to safely operate the type of school bus the driver will be driving.
  - 21.3.2 Emergency procedures.
  - 21.3.3 Student management procedures, including issues relating to students with special needs.
  - 21.3.4 Knowledge of relevant laws, rules of the road, and local school bus safety policies.
  - 21.3.5 Knowledge of student loading and unloading procedures.
- 21.4 An ongoing performance monitoring and assistance program by Contractor should include:
  - 21.4.1 Random drug testing.
  - 21.4.2 Daily observance of employees to detect violations of drug policy.
  - 21.4.3 Advance knowledge of routes, including substitutes.
  - 21.4.4 Route accuracy, including proper stops and updated paperwork.
  - 21.4.5 Demonstrated driver-passenger professionalism.
  - 21.4.6 Competency in physically driving the assigned vehicle and equipment.
- 21.5 Contractor shall take reasonable steps to prevent its employees from exposing any student to the impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all District rules and regulations in place.

## 22 EQUIPMENT AND USE

- 22.1 All vehicles must be maintained in safe operating condition, and the Contractor shall provide that exterior and interior cleanliness be maintained.
- 22.2 Regular transportation vehicles will be 50% 71 passenger and 50% 77 passenger. Use of vehicles other than that will need District approval.

- 22.3 No route vehicle shall be more than 12 years of age. The average age of route buses will be 8 years old or newer. No spare shall be more than 15 years of age. If Contractor wants to run a spare for longer, they must have the vehicle inspected by District and/or designated agent to obtain written permission.
- 22.4 Additional equipment such as wheelchair lifts may have to be added throughout the year. Equipment, which is unique to meet the needs of an individual student, shall be identified by District. Contractor shall charge District for such additional equipment at the rates set forth in Exhibit A.
- 22.5 All vehicles shall be equipped with:
  - 22.5.1 Digital 2-way radios
  - 22.5.2 Back-up alarms
- 22.6 In addition, all route vehicles shall be equipped with:
  - 22.6.1 A swing gate (regular route buses only)
  - 22.6.2 Video Camera Surveillance
    - 22.6.2.1 Upon request video footage will be uploaded for school staff to view via jump drive or emailed to requesting personnel.
  - 22.6.3 Live and historical GPS tracking units and service.
    - 22.6.3.1 Contractor will make GPS access available to District and transportation department via direct login access for all GPS units and reports assigned to this Contract.
    - 22.6.3.2 District will support current monthly charge of the service in accordance with the rates set forth in Exhibit A.

## 23 FACILITIES

- 23.1 Contractor shall provide inside maintenance facilities to accommodate the fleet of vehicles necessary to execute this Contract. Said facility shall be:
  - 23.1.1 located within District attendance boundaries.
  - 23.1.2 within five (5) miles of the farthest District 200 public school building.

## 24 SAFETY PROGRAM

- 24.1 Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. A driver supervisor or trainer shall ride with every driver at least once per year for the purpose of observing their driving practices

with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published route schedules.

- 24.2 Contractor shall identify at least one person to be the "School Bus Trainer". This person must also be certified in wheelchair securement and be certified as a child passenger safety technician (including school bus training). Other safety training required by District shall be attended at the Contractor's expense.
- 24.3 The School Bus Safety Trainer must meet with District when requested to update District on what instruction is given at safety meetings and to discuss how the Contractor is keeping up with "Best Practices" in the area of School Bus Safety training.
- 24.4 In addition to the annual evaluations, a minimum of 8-hours of in service training must be completed with all drivers on an annual basis. At least four of these hours must be completed during the school year at a monthly safety meeting (four, one-hour meetings). A representative from District or its designee may attend these meetings, and Contractor must provide any training required by District.
- 24.5 School bus safety training must be documented for all drivers, and this documentation must be provided to District as requested.

## 25 ASSIGNMENT

- 25.1 Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the District, provided that Contractor may subcontract with its affiliates to provide services hereunder and that such subcontracting shall not require the consent of the District. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons first, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

## 26 TERMINATION

- 26.1 If either party shall willfully violate any of the covenants or duties imposed upon it by the Contract, such material willful violation shall entitle the other party to terminate this Contract. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Contract shall be deemed terminated.
- 26.2 District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual Contract.

## 27 PLACE OF CONTRACT

27.1 This Contract shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in the Contract to the "State" shall mean State of Minnesota.

## 28 SURVIVAL

28.1 The mutual obligations described in COMPENSATION AND BILLING; hereof shall survive the termination or expiration of this Contract.

## 29 SEVERABILITY

29.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

## 30 MODIFICATION

30.1 Contractor and District may modify the terms of this Contract in whole or in part as circumstances may justify by mutual written Contract executed by the duly authorized representatives of the parties.

## 31 NOTICE TO PARTIES

31.1 All notices to be given by the parties to this Contract shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

31.1.1 Notices to District shall be addressed to:

Jennifer Seubert  
Director of Finance and Operations  
1000 West 11<sup>th</sup> St  
Hastings, MN 55033

31.1.2 Notices to Contractor shall be addressed to:

Patrick O. Regan  
101 East 10<sup>th</sup> St, Suite 300  
Hastings, MN 55033-3691

31.2 Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

32 ENTIRE Contract

This Contract sets forth the entire Contract between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between District and Contractor other than those contained in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this 19<sup>th</sup> day of February 2025.

By: \_\_\_\_\_

Officer of Contractor

By: \_\_\_\_\_

Chair, Board of Education

By: \_\_\_\_\_

Clerk, Board of Education

Exhibit A, shall be attached.

## Exhibit A

### RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES: SY's 2025-2035 (through June 30, 2035)

**Regular "To and From" Routes.** Per bus cost for all regular "to and from" routes, "home-to-school" transportation, for the days of school operation AM. and P.M. Note: AM Only or PM only buses will be paid at 50% of the full day rate.

Pricing based the on current 23 AM & 23 PM bus Regular Ed buses.

Regular "To and From" Routes Rates	Daily Bus Cost SY 2025-2026	Daily Bus Cost SY 2026-2027
Base Rate All Routes (Allows up to 2 Hours per AM or PM bus)	\$371.32	\$382.46
Rate Per ¼ Hour Over 2 AM and/or 2 PM	\$21.75	\$22.40
*Out-of-District regular ed student per mile	\$4.13	\$4.25

\*Definitions:

Out-of-District (regular ed)-when a regular ed to-and-from bus is required to leave the District boundaries to pick up out of-district students, the mileage at the point of leaving the district to the point of returning to the district.

**Special Ed "To and From" Routes.** Per bus daily cost for all Sped Ed transportation "to and from" routes, for the days of school operation. Note: AM Only or PM only will be paid at 50% of the full day rate.

Special Ed "To and From" Routes	Type III Bus Cost SY 2025-2026	Type III Bus Cost SY 2026-2027	Type A & Type C Bus Cost SY 2025-2026	Type A & Type C Bus Cost SY 2026-2027
Base Rate All Routes (Allows up to 2 AM or 2 PM Hours)	\$354.34	\$364.97	\$371.32	\$382.46
Rate Per ¼ Hour Over 2-Hrs AM or PM	\$21.22	\$21.86	\$21.75	\$22.40
Paraprofessional/Bus Aide*	\$36.61	\$37.71	\$36.61	\$37.71
Lift Equipped Vehicle Daily cost	\$9.45	\$9.73	\$9.45	\$9.73
Out-of-District (special ed)**	\$19.15	\$19.72	\$20.16	\$20.76

\*Minimum charge for Paraprofessional/Bus Aide: 2 hours each AM and 2 hours each PM.

\*\*Definition:

Out-of-District (special ed)- Is a route that starts or ends at a location outside the school district boundaries. Rate is added each time a bus is required to leave the district (AM/Noon/PM).

**Midday Routes.** The per bus cost for all midday routes for the days of school operation.

<b>Midday Routes</b>	<b>Daily Bus Cost Type III SY 2025-2026</b>	<b>Daily Bus Cost Type III SY 2026-2027</b>	<b>Daily Bus Cost Type A &amp; C SY 2025-2026</b>	<b>Daily Bus Cost Type A &amp; C SY 2026-2027</b>
1-Hour Base Rate	\$84.87	\$87.42	\$86.99	\$89.60
Rate Per ¼ Hour Over 1-Hour	\$21.22	\$21.86	\$21.75	\$22.40

**Regular Ed Shuttle and After-School Activity Service.** The per bus cost for all shuttle service, route time from pick up to drop off. One (1) hour minimum. Note: some shuttles may be added to AM/PM or midday routes with time added to the regular daily route in lieu of paying shuttle cost.

<b>Regular Ed Shuttle &amp; After-School Activity Service</b>	<b>Daily Bus Cost (1-hour) SY 2025-2026</b>	<b>Daily Bus Cost (1-hour) SY 2026-2027</b>
1-Hour Base Rate	\$86.99	\$89.60
Rate Per ¼ Hour Over 1-Hour	\$21.75	\$22.40

\*Minimum hours for route time & Billable hours will be based on Terminal-To-Terminal time.

**Summer School rates** shall be 92.5% of regular transportation and special education rates in items #1 and #2 above Except for Per "Route" Hour cost for the Paraprofessional/ Bus Aide.

**Extra-curricular and Athletic Trips;** Activity and Field Trips. Unit costs for each year of the term include all fuel costs, including taxes, labor costs, repair costs, and other direct and indirect costs.

OFF PEAK SERVICE School Bus - trips running during the hours when routes are normally not running or non-school days:

<b>Extra-curricular and Athletic Trips OFF PEAK SERVICE</b>	<b>HOURLY COST SY 2025-2026</b>	<b>HOURLY COST SY 2026-2027</b>
All Bus Sizes	\$76.38	\$78.67
Type III Charge: for vehicle driven by Approved District Employee	\$85.93/day +1.01/mile	\$88.51/day +1.04/mile
Trailer Charge Per Trip	\$106.09	\$109.27

PEAK ROUTE TIME SERVICE School Bus - trips running between 7:00 AM - 9:00 AM or 2:00PM-4:00 PM

<b>Extra-curricular and Athletic Trips PEAK ROUTE TIME SERVICE</b>	<b>HOURLY COST SY 2025-2026</b>	<b>HOURLY COST SY 2026-2027</b>
All Bus Sizes	\$84.87	\$87.42
Trailer Charge Per Trip	\$106.09	\$109.27

All Charters:

1.5 hour minimum applies for In-District trips.

2.5 hour minimum applies for Out-of-District trips up to 25 miles one-way.

4.0 hour minimum applies for Out-of-District trips over 25 miles one-way.

**Annual Routing Services for SY 2025-2026** \_\_\_\_\_ \$25,673.78

**Annual Routing Services for SY 2026-2027** \_\_\_\_\_ \$26,443.99

**GPS Equipment and Service fees** up to 60 GPS units and service fees for buses assigned to this Agreement,

\$ \$26.25 per unit per month (SY 2025-2026)

\$ \$27.04 per unit per month (SY 2026-2027)

**Performance Bond**

The Contractor may be required to supply a Performance Bond, equal to 100% of the anticipated contract amount, before commencing services. The bond cost, excluded in the rates, is as follows:

\$ \_\_\_\_\_ Not required \_\_\_\_\_ Per Year

**RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE**

Rates for the 2028-35 School Years to be adjusted based upon the Consumer Price Index as established by the US Department of Labor, Bureau of Labor Statistics, for Minneapolis-St. Paul area, U category, for the 12-month period ending March 31st, of each Contract Year, or two percent (2%), whichever is greater not to exceed eight percent (8%).