

NORTHFIELD PUBLIC SCHOOLS
Office of the Superintendent
Memorandum

TO: Board of Education
FROM: Matt Hillmann Ed.D., Superintendent
RE: Table File Items for July 12, 2021, Regular School Board Meeting

5. Discussion and Reports
 b. School Bus Transportation Contract (updated contract)

6. Consent Agenda_____

Appointments

15. Carla Hoppe-Schnaith, Summer Bridges to Kindergarten Teacher for 27 hours/total at Greenvale Park, beginning 8/12/2021-8/27/2021; BA, Step 3
16. Carla Hoppe-Schnaith, 1.0 FTE Early Childhood Teacher at the NCEC, beginning 8/23/2021; BA, Step 3
17. Gretta Kunze, Summer Bridges to Kindergarten Teacher for 27 hours/total at Bridgewater, beginning 8/12/2021-8/27/2021; BA+10, Step 10
18. Debra Norman, General Ed EA-Kindergarten for 2 hours/day at Greenvale Park, beginning 8/30/2021; Gen Ed, Step 2
19. Diana Perez Guzman, Targeted Services BLAST Site Assistant for up to 6 hours/day Mon.-Thurs. at the Middle School, beginning 7/13/2021-8/20/2021; Step 3-\$14.85/hr.
20. Liv Sorenson, Targeted Services PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, beginning 7/13/2021-8/20/2021; Step 1-\$14.11/hr.

Increase/Decrease/Change in Assignment

19. Kiwi Bielenberg, Special Ed Teacher with the District, add Special Ed Teacher, ESY for up to 6 hours/day with the District, effective 6/22/2021-8/19/2021.
20. Erik Burton, .6 FTE EL Teacher at the High School, add .4 FTE Long Term Substitute Social Studies Teacher and a 1/2 overload at the High School, effective 8/30/2021-6/9/2022.
21. Nicholas Connor, 1.0 FTE Math Teacher at the High School, change to .6 FTE ADSIS/.4 FTE Math Teacher at the High School, effective 8/30/2021.
22. Gabriela Nieves, Early Childhood Outreach Specialist for 206 work days at the NCEC, change to Early Childhood Outreach Specialist for 190 work days at the NCEC, effective 8/15/2021.
23. Chelsey Oberstar, Special Ed Teacher at the High School, add Special Ed Teacher, ESY for up to 6 hours/day at the Middle School, effective 6/22/2021-8/19/2021.
24. John Schnorr, Speech Language Pathologist at the NCEC, add Speech Language Pathologist ESY for up to 80 hours/total at the NCEC, effective 6/15/2021-8/27/2021.
25. Jonathan Thompson, .4 FTE Social Studies Teacher at the High School, add .6 FTE Long Term Substitute Social Studies Teacher at the High School, effective 8/30/2021-6/9/2022.
26. TJ Wiebe, Head Olympic Weightlifting Coach at the High School, Level F, Step 2, change to Assistant Olympic Weightlifting Coach at the High School, effective 7/18/2021. Level I, Step 2

Leave of Absence

- 2.

Retirements/Resignation/Terminations

7.

*Conditional offers of employment are subject to successful completion
Of a criminal background check and Pre-work screening (if applicable)

**NORTHFIELD PUBLIC SCHOOLS
PUPIL TRANSPORTATION CONTRACT
NORTHFIELD, MINNESOTA 55057**

This Agreement is made effective August 1, 2021 by and between Independent School District 659, Northfield, of the Counties of Rice, Dakota and Goodhue and the State of Minnesota, hereinafter described as "School District" and Benjamin Bus, Inc. hereinafter described as "Contractor" as follows:

1.0 It is contracted and agreed by and between the said parties that the Contractor shall transport school pupils 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 designee for the period of this contract.

2.0 The Contractor agrees:

- 2.1 To furnish chassis and passenger school bus bodies both conforming to State and Federal laws and regulations relating to school buses.
- 2.2 To keep said school buses stored in a heated facility that is located within the School District so that they will insure proper warmth and comfort for the pupils transported therein, each bus to be equipped with sufficient heaters.
- 2.3 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.
- 2.4 To furnish drivers over 18 years of age in good health and in possession of a valid Class B Commercial Driver's License with school bus endorsement issued by Motor Vehicle Department of the State of Minnesota, for said buses in adequate numbers and of proper qualifications to fulfill the requirements of this Agreement.
- 2.5 To establish and enforce regulations for the rules relating to the conduct of such drivers.
- 2.6 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.
- 2.7 To maintain a current, detailed computerized database of all transportation eligible students.

3.0 The entire operation contemplated in this Agreement shall comply with applicable rules and regulations adopted by the Minnesota Department of Education, State Department of Transportation and the School District presently in effect or now or hereafter adopted and required. The Contractor will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions and any other regulations relating to the operations contemplated herein.

4.0 The School District agrees to pay the Contractor in consideration and compensation of Contractor's obligation for performance under this contract at the rates listed in Appendix B. In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor not later one hour prior to such cancellation or delay. Should the number of days' transportation be required to decrease during the school year, as a result of weather conditions, strikes, gas shortages, school closing and emergencies, the base contract will be decreased by an amount equal to 10% of the daily contract charge per day decreased.

5.0 The Contractor will purchase fuel and the School District will agree to a fuel price adjustment which will be based on an indexed fuel price and compensation determined for actual prices compared to the index price.

- 5.1 During the term of the contract the index price for diesel and unleaded gasoline will be \$2.75 per gallon excluding the federal fuel excise tax.
- 5.2 The School District will be responsible for reimbursing the Contractor for fuel price adjustments above this index.
- 5.3 The Contractor will be required to substantiate the quantity of fuel used in fulfilling the service requirements of this request for quotation and the contract and the price paid for the fuel purchased.
- 5.4 The actual diesel fuel cost for this clause shall be the lesser price of the Contractor's price paid for their diesel fuel or the pump price at a School District designated supplier for the same period of time, month or day.

6.0 Contractor shall maintain during the life of the contract automobile, general liability and commercial umbrella insurance with minimum limits as follows:

- 6.1 automobile \$ 1,000,000 combined single limit (each accident)
- 6.2 general liability \$ 1,000, 000 per accident/\$ 2,000,000 aggregate
- 6.3 commercial umbrella \$4,000,000
- 6.4 Workers' compensation insurance as required by Minnesota law

The School District shall be named as an additional insured, and shall approve the company and policy submitted to fulfill this requirement and be included in an appropriate endorsement. Any additional coverage obtained by the Contractor will apply to this Agreement at the time secured.

7.0 Contractor 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 Contractor is and shall be considered as an independent contractor. No officer, employee or agent of Contractor shall be deemed to be an officer, or agent of the School District, unless he or she is also an officer or employee of the School District and in his or her course of employment with the School District. Contractor 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 Contractor except to the extent: (i) such Claims are the result of the gross negligence or intentional misconduct of the School District or (ii) such Claims related to or arise out of disciplinary decisions related to student discipline or student

behavior on Contractor' s vehicles, which decisions shall be made by the School District after consultation with the Contractor.

8.0 In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving District personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

9.0 This Agreement shall be in full force and effect for a period commencing August 1, 2021 and ending July 31, 2023. This Agreement may be renewed at the option of the School District for an additional 2-year term on terms mutually agreeable to the Parties by written notice to Contractor delivered not later than May 31, 2023, which notice may be delivered by email to Contractor.

10.0 The minimum service to be provided under this Agreement shall be to transport all pupils required to be transported under this Agreement to and from school to the residing place of the pupil. This statement shall not in any way excuse Contractor from performing all other obligations or duties required under this Agreement, or the specifications or quotations attached hereto, during the period of this Agreement for the consideration recited.

11.0 This Agreement may be amended or terminated by mutual agreement of the parties in writing approved by the School Board upon 90 days' written notice of one party to the other, or as is otherwise permitted by this Agreement or the specifications or bids attached hereto. Failure or refusal of either party to substantially perform the conditions of this Agreement during the term of the Agreement will permit the other party to terminate the Agreement upon 90 days' written notice in writing to the breaching party, unless within such 90-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 Agreement unless otherwise agreed in writing by the parties. All notices under this Agreement 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 Contractor shall be directed to it at its principal office last on record with the School District.

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

13.0 The School District shall approve any and all school bus routes, school bus stops, 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 Contractor, but any additional costs shall be verified in writing by the Contractor and additional compensation shall be mutually agreed upon by the parties in writing.

14.0 Contractor cannot assign or transfer any part or all of its interest in this Agreement

without the written approval of the School Board of the School District authorized at a regular or special meeting of the School Board.

15.0 Contractor and School District have complied with the provisions of M.S. 1238. 52 subd. 3. Any adjustments or refunds under this Agreement shall be determined by mutual consent of the parties.

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

Benjamin Bus, Inc.
Northfield, MN

Independent School District 659
Northfield, MN

BY: _____
(Name)
Its: _____
(Title)

BY: _____
(Name)
Its: _____
(Title)

Dated this _____ day of
_____, 2021

Dated this _____ day of
_____, 2021