

ATTACHMENT #3

**SCHOOL DISTRICT – COPELAND
TRANSPORTATION CONTRACTS
2009 AND 2010**

(9 Pages)

2009 CONTRACT

TRANSPORTATION AGREEMENT

TRANSPORTATION AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2009, between COPELAND BUS SERVICES, LLC, St. James, Missouri, hereinafter referred to as "Copeland's", and the ST. JAMES R-I SCHOOL DISTRICT, hereinafter referred to as "School District".

1. Copeland's agree to provide transportation for pupils and employees of School District as directed by the Superintendent or his designee to and from school, to and from school activities held away from school (including extra-curricular activities occurring after regular school hours), to and from the Rolla Technical Institute, and district-operated Summer School. Cost to provide additional services or buses shall be negotiated by both parties.
2. Copeland Bus Service will establish and maintain bus routes that shall meet the approval of the Board of Education and Superintendent or his designee.
3. Copeland's will keep in force, at their expense, during the entire term of this Agreement, vehicle liability insurance in responsible companies with respect to all vehicles used to carry out this contract, with minimum limits of THREE HUNDRED THOUSAND DOLLARS (\$300,000) on account of bodily injuries to or death of one person, and TWO MILLION DOLLARS (\$2,000,000) on account of bodily injury or death of more than one person as a result of any one accident or disaster, and THREE HUNDRED THOUSAND DOLLARS (\$300,000) property damage. This contract will be modified to reflect any changes in liability limits set by the Missouri General Assembly. Copeland's will deliver a certificate evidencing such insurance to the office of the Superintendent prior to the opening of each school year. Said policies shall name the School District as an additional insured and shall provide that School District will be immediately notified if such insurance is canceled or expires. Copeland's also agrees to immediately notify School District if such insurance is canceled or expires.
4. Copeland's shall maintain in their office files a current physical examination (if required), evidence of a clear criminal background check (fingerprinting) and evidence that each possesses a current and valid Commercial Drivers License (CDL). These files shall be available to the office of the Superintendent at any time in which they may be required.
5. The Superintendent shall inform Copeland's in writing of any complaint the School District has against any driver. Copeland's shall suspend any such driver upon the written request of the Superintendent until mutually agreeable disposition of the matter can be reached.
6. Each of Copeland's drivers shall keep an accurate record of pupils transported and miles traveled. The Superintendent of School District shall provide instructions regarding the recordkeeping required and shall provide forms for said recordkeeping. Copeland's shall return said forms to the office of the Superintendent as requested.

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7. All buses shall be maintained in good operating condition and shall comply with all state laws, including Section 304.060, Revised Statutes of the State of Missouri. All buses shall be safety inspected prior to the first day of school as required by Section 307.375, Revised Statutes of the State of Missouri. Additionally, all buses used for student transportation (for regular route and extracurricular activities) shall bear ST. JAMES R-I SCHOOL DISTRICT signage on the sides of the bus. Buses should be clean, both inside and out, in order to present the best appearance while transporting students.
8. Copeland's shall comply with all regulations established by the Transportation Division of the Missouri Department of Elementary and Secondary Education.
9. The term of this Agreement shall commence on the 13th day of August, 2009, for the school term of 174 days. Copeland's shall have the right to terminate this agreement if School District defaults in the payment of monies due hereunder, which shall be paid on a monthly basis, or if School District shall become bankrupt or shall make a general assignment for the benefit of creditors. School District shall have the right to terminate this contract if Copeland's become bankrupt or shall make a general assignment for the benefit of creditors, or if, after ten (10) days written notice setting forth the default, default shall continue by Copeland's in the performance or observance of any covenant, term or condition herein contained to be performed on Copeland's part. School District may at its election terminate this agreement by giving Copeland's written notice thereof. No waiver of any right to terminate shall waive any subsequent right to terminate for subsequent breach of any covenant, term or condition of this agreement, nor shall any consent by School District to any assignment of this contract, or any parts thereof, waive any of the covenants, terms or conditions of this lease, and paragraph 10 on assignments shall remain in full force and effect as to all subsequent assignments.
10. This agreement shall not be assigned by either party without the written consent of the other.
11. Copeland's are not employees of School District, but are independent contractors, and the relationship of employer-employee does not exist between School District and Copeland's or their employees.
12. Wherever in this agreement provision is made of obtaining the consent or approval of either party, that party agrees that it will not unreasonably withhold such consent or approval.
13. Notices to the School District shall be addressed to its Superintendent at 122 E. Scioto, St. James, Missouri 65559. All notices to Copeland's shall be addressed to Copeland Bus Service, P.O. Box 273, St. James, Missouri 65559.
14. This agreement shall be binding upon the parties, their executors, administrators, heirs, successors, and assigns.

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- 14. This agreement shall be binding upon the parties, their executors, administrators, heirs, successors, and assigns.
- 15. The St. James R-I School District agrees to pay Copeland's as follows for their service rendered:

per mile for 2010-11. An escalator clause will provide for a fifteen percent (15%) increase of Copelands' cost of fuel **above** per gallon. In turn, Copelands' shall decrease mileage rate for cost of fuel **below** at the same proportion. This increase/decrease to be applied to mileage rates at the time of increase/decrease. Payment to Copeland's will be as follows:

YEAR 1 - *Ten (10) equal monthly payments beginning August, 10, 2010.*

11th payment will be adjusted for actual mileage.

COPELAND BUS SERVICES, LLC

By _____
Ronald R. Copeland

ST. JAMES R-I SCHOOL DISTRICT

By _____
Larry Rinehart, Board President

ATTEST: _____
Jan M. Burch, Board Secretary

2010 CONTRACT

TRANSPORTATION AGREEMENT

TRANSPORTATION AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2010, between COPELAND BUS SERVICES, LLC, St. James, Missouri, hereinafter referred to as "Copeland's", and the ST. JAMES R-I SCHOOL DISTRICT, hereinafter referred to as "School District".

1. Copeland's agree to provide transportation for pupils and employees of School District as directed by the Superintendent or his designee to and from school, to and from school activities held away from school (including extra-curricular activities occurring after regular school hours), to and from the Rolla Technical Institute, and district-operated Summer School. Cost to provide additional services or buses shall be negotiated by both parties.
2. Copeland Bus Service will establish and maintain bus routes that shall meet the approval of the Board of Education and Superintendent or his designee.
3. Copeland's will keep in force, at their expense, during the entire term of this Agreement, vehicle liability insurance in responsible companies with respect to all vehicles used to carry out this contract, with minimum limits of **THREE HUNDRED SEVENTY-SIX THOUSAND, THREE HUNDRED SEVENTY-EIGHT, DOLLARS (\$376,378)** on account of bodily injuries to or death of one person, and **TWO MILLION, FIVE HUNDRED NINE THOUSAND, ONE HUNDRED EIGHTY-SIX DOLLARS (\$2,509,4186)** on account of bodily injury or death of more than one person as a result of any one accident or disaster, and **THREE HUNDRED SEVENTY-SIX THOUSAND, THREE HUNDRED SEVENTY-EIGHT, DOLLARS (\$376,378)** property damage. This contract will be modified to reflect any changes in liability limits set by the Missouri General Assembly. Copeland's will deliver a certificate evidencing such insurance to the office of the Superintendent prior to the opening of each school year. Said policies shall name the School District as an additional insured and shall provide that School District will be immediately notified if such insurance is canceled or expires. Copeland's also agrees to immediately notify School District if such insurance is canceled or expires
4. Copeland's shall maintain in their office files a current physical examination (if required), evidence of a clear criminal background check (fingerprinting) and evidence that each possesses a current and valid Commercial Drivers License (CDL). These files shall be available to the office of the Superintendent at any time in which they may be required.
5. The Superintendent shall inform Copeland's in writing of any complaint the School District has against any driver. Copeland's shall suspend any such driver upon the written request of the Superintendent until mutually agreeable disposition of the matter can be reached.
6. Each of Copeland's drivers shall keep an accurate record of pupils transported and miles traveled. The Superintendent of School District shall provide instructions regarding the

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recordkeeping required and shall provide forms for said recordkeeping. Copeland's shall return said forms to the office of the Superintendent as requested.

7. All buses shall be maintained in good operating condition and shall comply with all state laws, including Section 304.060, Revised Statutes of the State of Missouri. All buses shall be safety inspected prior to the first day of school as required by Section 307.375, Revised Statutes of the State of Missouri. Additionally, all buses used for student transportation (for regular route and extracurricular activities) shall bear ST. JAMES R-I SCHOOL DISTRICT signage on the sides of the bus. Buses should be clean, both inside and out, in order to present the best appearance while transporting students.
8. Copeland's shall comply with all regulations established by the Transportation Division of the Missouri Department of Elementary and Secondary Education.
9. The term of this Agreement shall commence on the 12th day of August, 2010, for the school term of 174 days. Copeland's shall have the right to terminate this agreement if School District defaults in the payment of monies due hereunder, which shall be paid on a monthly basis, or if School District shall become bankrupt or shall make a general assignment for the benefit of creditors. School District shall have the right to terminate this contract if Copeland's become bankrupt or shall make a general assignment for the benefit of creditors, or if, after ten (10) days written notice setting forth the default, default shall continue by Copeland's in the performance or observance of any covenant, term or condition herein contained to be performed on Copeland's part. School District may at its election terminate this agreement by giving Copeland's written notice thereof. No waiver of any right to terminate shall waive any subsequent right to terminate for subsequent breach of any covenant, term or condition of this agreement; nor shall any consent by School District to any assignment of this contract, or any parts thereof, waive any of the covenants, terms or conditions of this lease, and paragraph 10 on assignments shall remain in full force and effect as to all subsequent assignments.
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15. The St. James R-I School District agrees to pay Copeland's as follows for their service rendered:

per mile for 2009-10. An escalator clause will provide for a fifteen percent (15%) increase of Copelands' cost of fuel above _____ per gallon. In turn, Copelands' shall decrease mileage rate for cost of fuel below _____ at the same proportion. This increase decrease to be applied to mileage rates at the time of increase decrease. Payment to Copeland's will be as follows:

YEAR 2 - *Ten (10) equal monthly payments beginning August, 10, 2009.*

11th payment will be adjusted for actual mileage.

COPELAND BUS SERVICES, LLC

By

Ronald R. Copeland _____

ST. JAMES R-I SCHOOL DISTRICT

By

Stephen Gaunt, Board President

ATTEST:

Jan M. Burch, Board Secretary