

Policies of the Board of Education

Series 700: Support Services

**TRANSPORTATION AGREEMENT Waunakee (Private School)**

752 Exhibit (2)

**TRANSPORTATION AGREEMENT**

**THIS TRANSPORTATION AGREEMENT** (hereinafter the “Agreement”) is entered into by and between the Board of Education of the **WAUNAKEE COMMUNITY SCHOOL DISTRICT**, a Wisconsin public school district located at 101 School Drive, Waunakee, Wisconsin (hereinafter the “District”), \_\_\_\_\_, a Wisconsin private school located at \_\_\_\_\_, \_\_\_\_\_, Wisconsin (hereinafter “Private School”) and \_\_\_\_\_, adult residents of Wisconsin residing at \_\_\_\_\_, \_\_\_\_\_, Wisconsin (hereinafter “Parents”).

**WITNESSETH**

**WHEREAS**, Section 121.54(2)(b)1., Wis. Stats., requires that the District provide transportation to and from the school a student attends for each student residing in the District who attends any elementary grade, including kindergarten or high school grade at a private school located two (2) miles or more from the student’s residence so long as the private school is a school within whose attendance area the student resides; and

**WHEREAS**, \_\_\_\_\_ are the parents of \_\_\_\_\_ (hereinafter the “Student”), legal residents of the District who attend \_\_\_\_\_, a private school within whose attendance area the Student resides and situated two (2) or more miles from the Student’s residence; and

**WHEREAS**, Section 121.55(1), Wis. Stats., allows the District to provide transportation by any of a number of methods, including by contract with the parent or legal guardian of the student to be transported (Section 121.55(1)(b), Wis. Stats.) or by contract with the proper officials of any private school or private school association (Section 121.55(1)(c), Wis. Stats.); and

**WHEREAS**, the District desires to have Private School provide transportation for the Student to and from \_\_\_\_\_ and Private School desire to provide such transportation for the Student to and from \_\_\_\_\_ and Parents desire to have the Student transported to and from \_\_\_\_\_ pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, the District, Private School and Parents, in consideration of the mutual covenants hereinafter set forth, do hereby agree as follows:

1. Provision of Transportation. In accordance with the provisions of Sections 121.54 and 121.55, Wis. Stats., Private School shall transport or cause to be transported the Student at its own risk, safely, regularly and comfortably to and from \_\_\_\_\_.

In providing said transportation, Private School shall abide by the vehicle, operator and driver requirements of Section 121.52, Wis. Stats., including any and all rules governing the design, construction, inspection and operation of "school buses" (as applicable) as adopted by the Wisconsin Department of Transportation under Section 110.06(2), Wis. Stats.

2. Compensation. Upon execution of this Agreement, the District shall pay to Private School \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) to cover the cost of transporting the Student to and from \_\_\_\_\_ during the term of this Agreement (as hereafter defined).

3. Initial Term and Renewal. The initial term of this Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ (hereinafter the "Commencement Date") and shall expire on \_\_\_\_\_, \_\_\_\_\_ (hereinafter the "Termination Date"). This Agreement shall expire automatically unless within thirty (30) calendar days prior to the Termination Date Parents and Private School provide the District with written notice of their intent to renew this Agreement upon the same terms and conditions as contained herein.

4. Early Termination. Notwithstanding Paragraph 3, above, if at any time the Student no longer resides in the District or any provision of this Agreement is violated and such violation shall continue for thirty (30) calendar days following receipt of written notice of such violation or, if such violation is of a nature that is not susceptible to cure, this Agreement may be terminated at the option of the non-violating parties.

In said event, the compensation paid to Private School by the District in accordance with Paragraph 2, above, shall be prorated based upon the number of school days completed at the time the Agreement is terminated (the "Prorated Amount"). Thereafter, Private School shall refund to the District the difference between the compensation paid to Private School by the District and the Prorated Amount.

5. Independent Contractor. Notwithstanding anything in this Agreement to the contrary, Private School acknowledge that it is and shall be an independent contractor. Under no circumstances shall Private School be deemed or construed to be an employee, partner or agent of the District. Private School shall have and exercise, subject to the requirements of this Agreement, exclusive power and authority over the methods, means and details required in performing its obligations under this Agreement. Private School shall pay, and the District shall have no obligation, responsibility or liability for, Private School's costs and expenses incurred in the performance of Private School's obligations under this Agreement.

6. Indemnification and Insurance.

6.1. Parents agree to protect, indemnify, hold harmless and defend the District and the District's officers, employees or agents (the "Indemnified Parties") from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including

attorney's fees, resulting from any act or omission of Private School, or any of Private School's agents, employees or assigns, arising out of the performance or nonperformance of Private School's obligations under this Agreement.

6.2. Private School agrees to protect, indemnify, hold harmless and defend the District and the District's officers, employees or agents (the "Indemnified Parties") from any and all damages, claims, suits, actions, demands, judgments, losses, costs and expenses, including attorney's fees, resulting from any act or omission of Private School, or any of Private School's agents, employees or assigns, arising out of the performance or nonperformance of Private School's obligations under this Agreement.

6.3. As a condition precedent to this Agreement, Private School agrees to abide by the insurance requirements of Section 121.53, Wis. Stats., including procuring and maintaining at all times during the term of this Agreement, minimum insurance with companies licensed to do business in Wisconsin and acceptable to the District with the following coverage:

6.3.1. Bodily injury liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per accident, subject to the total limits as provided for under Section 121.53(1), Wis. Stats.

6.3.2. Property damage liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000).

6.3.3. Workers Compensation Insurance as required by law and Employer Liability Insurance on all of its employees and agents.

6.4. As a condition precedent to this Agreement, Parents shall provide to the District, Certificates of Insurance evidencing the insurance coverage specified in Paragraphs 6.3.1., 6.3.2. and 6.3.3., above. The Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement and state that such insurance is as required by this Agreement. If any of the insurance expires prior to the time for which such insurance must be maintained, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. At the request of the District, Private School shall, within fifteen (15) calendar days of such request, provide to the District a certified copy of the insurance policies under which the required coverage is being provided.

6.5. All insurance policies required hereunder shall contain an endorsement which provides that the insurance may not be changed, canceled or nonrenewed except upon thirty (30) calendar days advance written notice by the insurance carrier to the District.

6.6. Any change in carriers or coverage shall be subject to written consent of the District, which consent may be withheld in the District's sole discretion.

7. Complete Agreement. All of the terms, covenants and conditions of this Agreement, as set forth herein, shall be construed as a part hereof, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties

other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by each party hereto.

8. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and each term or provision hereof shall be valid and enforced to the fullest extent permitted by law.

9. Notices. All notices and other communication to be given pursuant to this Agreement shall be deemed to have been duly given if personally delivered or if mailed by United States mail, postage prepaid, to the parties at the following addresses:

TO: WAUNAKEE COMMUNITY SCHOOL DISTRICT  
Attention: \_\_\_\_\_  
101 School Drive  
Waunakee, WI 53597-1637

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Binding Effect. All of the covenants, terms and conditions, rights and obligations contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns provided, however, that this Agreement may not be assigned by the parties hereto without the prior written consent of all of the other parties hereto.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto as of the date set forth.

WAUNAKEE COMMUNITY SCHOOL DISTRICT

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

PARENTS

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Adopted: May 2007

Waunakee Community School District