

MEMORANDUM OF UNDERSTANDING (MOU)

Transportation and Cost Sharing Agreement

This Memorandum of Understanding (“MOU”) is entered into by and between:

- **Park Rapids School District** (“Park Rapids”),
301 Huntsinger Ave, Park Rapids, MN 56470
- **Menahga School District** (“Menahga”), and
216 Aspen Ave S, Menahga, MN 56464
- **Sebeka School District** (“Sebeka”),
200 1st St NW, Sebeka, MN 56477

collectively referred to as “the Parties.”

1. Purpose

The purpose of this MOU is to establish a cooperative agreement among the Parties for the shared use of transportation services and the equitable allocation of associated costs. This collaboration is intended to increase efficiency, reduce costs, and ensure safe and reliable transportation for students participating in academic programs, extracurricular activities, and other school-related events.

2. Scope of Agreement

This MOU applies to transportation services including, but not limited to:

- Extracurricular and co-curricular activities,
- Field trips and shared programming between districts.

Participation in specific transportation arrangements will be determined on a case-by-case basis and must be mutually agreed upon by the involved Parties.

3. Responsibilities of Each Party

Each Party agrees to:

- Communicate transportation needs in a timely and coordinated manner,

- Provide accurate scheduling information and student counts,
- Ensure all transportation provided meets state and federal safety regulations,
- Maintain appropriate insurance coverage for vehicles and personnel,
- Designate a primary contact person for coordination purposes.

4. Transportation Coordination

- A lead district will be identified for each shared transportation arrangement.
- The lead district will be responsible for scheduling, route planning, and driver assignment unless otherwise agreed.
- Routes will be designed to maximize efficiency and minimize duplication of services.

5. Cost Sharing

Costs associated with shared transportation will be allocated as follows:

a. General Principle

Costs will be shared proportionally based on usage, unless otherwise agreed in writing.

b. Cost Factors May Include:

- Mileage,
- Driver wages and benefits,
- Fuel costs,
- Vehicle wear and maintenance,
- Additional staffing needs (e.g., paraprofessionals for special education transport).

c. Cost Calculation Methods:

- Per-mile rate,
- Per-student rate, or
- Flat fee (as agreed upon prior to service).

d. Invoicing and Payment:

- The lead district will invoice participating districts within 30 days of service.

- Payment will be made within 30 days of receipt of invoice unless otherwise agreed.

6. Liability and Insurance

- Each Party shall be responsible for its own acts and omissions and those of its employees.
- Each district agrees to maintain appropriate liability and vehicle insurance coverage.
- This MOU does not create a joint powers agreement unless separately executed.

7. Term of Agreement

This MOU shall become effective on _____ and remain in effect until _____, unless terminated earlier as provided herein.

8. Termination

Any Party may withdraw from this agreement by providing at least **30 days written notice** to the other Parties. Any outstanding financial obligations must be settled prior to termination.

9. Dispute Resolution

The Parties agree to work collaboratively to resolve any disputes arising under this agreement. If resolution cannot be reached at the administrative level, the matter may be escalated to the respective superintendents.

10. Amendments

This MOU may be amended at any time by mutual written agreement of all Parties.

11. Non-Binding Nature

This MOU is intended to outline the cooperative intentions of the Parties and does not constitute a legally binding contract unless otherwise specified by separate agreement.

12. Signatures

By signing below, the Parties acknowledge their agreement to the terms outlined in this Memorandum of Understanding.

Park Rapids School District

By: _____

Name/Title: _____

Date: _____

Menahga School District

By: _____

Name/Title: _____

Date: _____

Sebeka School District

By: _____

Name/Title: _____

Date: _____