

Centennial School District 12
Circle Pines, Minnesota
PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minn. Stat. 123(b).52, subdivision 3, this agreement is made and entered into as of the ____ day of _____, 2022, by and between Centennial School District 12, Circle Pines, Anoka County, Minnesota, hereinafter called "District" and Rehbein Transit Co. Inc., (an affiliate of Minnesota Coaches, Inc.), 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 the District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The initial term of this agreement shall commence August 1, 2022 and shall continue through and end on July 31, 2024. For Purposes of this Agreement, the term "Contract Year" shall mean each one year period commencing August 1 during the term of this Agreement. In addition, the parties reserve the right to negotiate extensions to the contract.

2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District's needs for pupil transportation services as described in the document named Bus Transportation Specifications and Conditions, see Exhibit B, which is incorporated by reference in this Agreement

3. COMPENSATION AND BILLING

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.

Basic Transportation:

Regular To and From, Midday and Special Education Services Transportation (Identified as number 1-3 on Exhibit A)

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 30 calendar days after the receipt of invoice.

Supplemental Transportation (Identified as numbers 4-7 on Exhibit A)

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 for the service categories -all other school transportation services, extra-curricular and athletic trips, and activity and field trips. After verification of the statement, District shall pay the amount due to Contractor within 30 days of receipt of invoice.

4. FUEL COST ADJUSTMENT

Contractor shall furnish all fuel to be used in its performance of this agreement with copies of invoices to be provided to the district monthly. Contractor's "Base Fuel Cost" shall be \$2.50 per gallon (gasoline or diesel) exclusive of applicable federal gasoline taxes. The Contractor's invoice shall include an adjustment for increases or decreases in fuel costs as specified in Bus Transportation Specifications and Conditions, Section 7.4, Exhibit B.

5. CONTRACTOR RESPONSIBILITIES

Upon request, Contractor shall provide the District preceding each Contract Year with a "service plan for pupil transportation services." Contractor shall work with District's Administration or designee in planning services and otherwise implementing the Agreement. The "service plan" must include at a minimum the following:

- a. list of drivers, both primary and substitutes
- b. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
- c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- d. Insurance information required by the Agreement.
- e. Staff training plan including materials and schedule.

District shall notify Contractor whenever changes are necessary in routes, stops, and schedules and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within three (3) business days after notice is received from District. This excludes requests for special needs, homeless and care/treatment transportation which may require implementation within one (1) business day, The Contractor is encouraged to recommend changes in bus stops and routes and must receive prior District approval before implementing said changes.

The Contractor shall support student bus and traffic training classes at the beginning of each school year at each school. Evacuation practices will be conducted twice yearly.

6. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports may include, but are not limited to:

- Crash Reports
- Student Discipline Reports
- Bus Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Bus Ridership Reports - for each route including special education transportation routes
- Driver Qualification Reports
- Invoices

7. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the District. 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.

8. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting District, its board, officers, employees and agents, and Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

Minimum limits of insurance shall be:	Per Person	Per Accident
Bodily Injury Liability	\$500,000	\$1,000,000
Property Damage Liability		\$100,000
Medical Payment		Statutory Coverage
Worker's Compensation		Statutory Coverage
Umbrella Liability		\$4,000,000

Contractor agrees to provide District a certificate of insurance evidencing such coverage and designating District as an additional insured. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to District.

9. INDEMNIFICATION

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 every claim or demand 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 Agreement, except to the extent that such claim or demand arises from or is caused by the 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.

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 every claim or demand 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.

10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

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.

11. CONTRACT SECURITY

Contractor may be required to furnish District with performance security in an amount of 100% of performance of Contractor's duties under this Agreement. Such contract security may be in the form of a performance bond or other security acceptable to District and Contractor. District reserves the right to waive the performance security.

12. FORCE MAJEURE

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.

13. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

14. CANCELED OR DELAYED TRANSPORTATION - INCLEMENT WEATHER / E-LEARNING

In the event of inclement weather, impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor not later than 2 hours prior to such cancellation or delay.

Should transportation be canceled for a school calendar day as a result of weather conditions, e-learning days, strikes, gas shortages, school closing and emergencies, labor strikes, or any other reason beyond the control of the District, the base contract will be adjusted as follows: The District shall pay the Contractor an amount equal to eighty-five percent (85%) of the applicable daily rate outlined in **Exhibit A**, for up to five (5) days maximum during the contract year. Additional canceled days shall be paid according to Exhibit B, Section 6.1.12.

15. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the District Emergency Plan. District may review and require changes or additions to plan.

16. MANAGEMENT PERSONNEL

The contractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible for the provision of all services required in the District contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with the District Designee for purposes of service coordination. The District expects that the manager/supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform District of the name(s) and business address(s) of such management personnel. The District reserves the right to interview and approve the Manager.

17. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

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. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
- b. 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 and as qualified, with or without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete 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 extinguisher, traffic laws, and applicable District policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- e. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- f. Meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include:

- a. Safe operation of the type of school bus the driver will be driving
- b. Emergency procedures
- c. Student Management procedures, including issues relating to students with disabilities
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies
- e. Knowledge of student loading and unloading procedures

An ongoing performance monitoring and assistance program should include:

- a. Random drug testing
- b. Daily observance of employees to detect violations of drug policy
- c. Advance knowledge of routes, including substitutes
- d. Route accuracy including proper stops and updated paperwork
- e. Demonstrated driver-passenger professionalism
- f. Competency in physically driving the assigned vehicle and equipment

Contractor shall take reasonable steps to prevent its employees from exposing any student to 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.

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 agreement 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.

18. EQUIPMENT

All school buses supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the school buses used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. District reserves the right to request maintenance records at any time during the terms of this Agreement.

Buses supplied by the Contractor shall comply with vehicle requirements outlined in Bus Transportation Specifications and Conditions, see Exhibit B.

Age of vehicle maybe determined by date indicated on manufacturer's plate or date put into service.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom District orders services, including an adequate number of spares.

Buses shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

INTERIOR MARKING

- a. All vehicles will display a poster of "Student Bus Behavior Rules"
- b. All vehicles will display a poster of "School Bus Danger Zone"

Contractor must provide contingency plan for vehicles that operate beyond range of two-way radio signal.

19. FACILITIES

Contractor shall provide a facility that enables the Contractor to respond to an emergency within 20 minutes. The location of the facility shall not have an impact on the rates charged by the Contractor under this agreement

Contractor must equip facility with proper furniture, facsimile machine, maintenance equipment, and basic comforts for staff and employees.

Contractor must provide adequate phone lines and a facsimile machine. Contractor must provide a 24-hour answering "service."

Facility must be equipped with internet service, and all staff must have access and e-mail capabilities.

20. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

21. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the District.

22. TERMINATION

If either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party ninety (90) 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 Agreement shall be deemed terminated.

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 agreement.

23. PLACE OF CONTRACT

This Agreement 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.

24. SURVIVAL

The mutual obligations described in COMPENSATION AND BILLING; and INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

25. SEVERABILITY

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 Agreement shall remain in full force and effect.

26. MODIFICATION

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

27. NOTICE TO PARTIES

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

Notices to District shall be addressed to:
Executive Director - Business Services
Centennial School District 12
4707 North Road
Circle Pines, MN 55014

Notices to Contractor shall be addressed to:
Patrick O. Regan or Troy J. Nelson
Rehbein Transit, Co. Inc. (an affiliate of Minnesota Coaches, Inc.)
101 East 10th Street, Suite 300
Hastings, Minnesota 55033

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.

28. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of ___ 2022.

By: _____

Patrick O. Regan
President
Rehbein Transit Co. Inc.
(an affiliate of Minnesota Coaches, Inc.)

By: _____

Suzy Guthmueller
Chair, Board of Education

By _____

Kathryn Timm
Clerk, Board of Education

(Note: Exhibit A & B shall be attached)

EXHIBIT A

RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES: SY 2022-2023 (Year ending July 31, 2023)

1. **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. "Live Time" is used for all calculations. *Vehicle Type A, B, C or D. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.
*If a route originates or ends outside the School District boundary, "Live Time" will be considered to include time from the Terminal to the first stop and/or the last stop back to the Terminal. This includes both Regular Education and Special Education, including Midday.

Bus Size	Daily Bus Cost
Type C or D – 77 Pass	335.13
Type C or D Single Tier	213.93
Extra cost per bus if the regular routes exceeds 3.75 hours by at least 10 minutes	\$1,962.97 per bus

2. **Midday Kindergarten Routes.** The per bus cost for all midday kindergarten routes for the days of school operation. Vehicle Type A , B, C or D (Must provide cost for #1 above if quoting Kindergarten routes).

Bus Size	Daily Bus Cost (2.0-hour)	Cost per extra ¼ hour
Type A B or C	91.31	12.36

3. **Special Education "To and From" Routes.** The per bus cost for all special education and special needs routes, home-to-school transportation, for the days of school operation AM. and P.M. Vehicle Type III, A, B or C. Minimum use is 3.50 hours. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (3.5 hour)	Cost per extra ¼ hour
In or out of District - Type III	252.35	12.36
In or out of District - Type A/ B	337.08	12.36
In or out of District - Type C	337.08	12.36

Annual cost for lift equipped vehicle.....\$1,505.84
Per Actual Hour cost for Paraprofessional / Bus Aide.....\$29.07

4. **Shuttle Service.** The per bus cost for all shuttle service, live time from pick up to drop off. One(1) hour minimum. In District and Out of District service (note: some shuttles may be added to AM/PM or mid-day routes with time added to the regular daily route in lieu of paying shuttle cost).

Bus Size	Daily Bus Cost (1hour)	Cost per extra ¼ hour
In-District - Type III	46.90	12.36
In-District - Type A & B	46.90	12.36
In-District - Type C	46.90	12.36
Out-Of-District - Type III	46.90	12.36
Out-Of-District - Type A & B	46.90	12.36
Out-Of-District - Type C	46.90	12.36

5. **Summer School Transportation Services.** The summer school rates shall be 100% of regular transportation and special education rates in items #1 and #3 above.

6. **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 including taxes, maintenance and repair costs, and other direct and indirect costs.

Live Hour Rate - pick up to return drop off, (2.0 hrs. base)	\$151.35
Additional ¼ hour rate	\$18.93

There will be a charge of \$90 for any bus canceled on arrival at the destination point of origin.

There will be a charge of \$50 for any bus canceled one (1) hour or less before scheduled pickup time at the designated point of origin.

There will be no charge for any bus canceled more than two (2) hours from the scheduled pickup time at the designated point of origin.

Field Trip Rates

Live Hour Rate - pickup to return drop off, (2.0 hrs. base)	\$151.35
Additional 1/4-hour rate	\$18.93

One way rate, 20 miles or less 1 way	\$113.53
21 miles or more one way	\$151.35
(Applies to trips where there is a three-hour difference between pick up and return pick up)	

In district round trip, bus does not stay, non-primetime	\$113.53
Prime time premium	\$50.45
Trips originating or ending during normal to/from route time (7:00am - 9:15am & 2:45pm-4:15pm)	

Trailer	\$75.68
Bus canceled 2 hours or more in advance of pickup.....no charge	

7. **After School Activity Routes**

No additional cost will be incurred by the district for up to five (5) after school activity routes. PM routing will revert to “pre-pandemic” levels with 5 PM bus routes as single tier secondary routes allowing for activity routes to be run.

8. **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 is as follows:

\$	N.A. Per Year
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**RATES FOR STUDENT TRANSPORTATION SERVICES
SERVICE RATES: SY 2023-2024 (Year ending July 31, 2024)**

1. **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. "Live Time" is used for all calculations. * Vehicle Type A, B, C or D. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.
*If a route originates or ends outside the School District boundary, “Live Time” will be considered to include time from the Terminal to the first stop and/or the last stop back to the Terminal. This includes both Regular Education and Special Education, including Midday.

Bus Size	Daily Bus Cost
Type C or D – 77 Passenger	348.54
Type C or D Single Tier	222.49

Extra cost per bus if the regular routes exceeds 3.75 hours by at least 10 minutes
\$2,041.49 per bus

2. **Midday Kindergarten Routes.** The per bus cost for all midday kindergarten routes for the days of school operation. Vehicle Type A, B, C or D (Must provide cost for #1 above if quoting Kindergarten routes).

Bus Size	Daily Bus Cost (2.0-hour)	Cost per extra ¼ hour
Type A B or C	94.96	12.85

3. **Special Education "To and from" Routes.** The per bus cost for all special education and special needs routes, home-to-school transportation, for the days of school operation AM. and P.M. Vehicle Type III, A, B or C. Minimum use is 3.50 hours. Note: AM Only or PM Only buses will be paid at 50% of the full dayrate.

Bus Size	Daily Bus Cost (3.5 hour)	Cost per extra ¼ hour
In or out of District - Type III	262.44	12.85
In or out of District - Type A/ B	350.56	12.85
In or out of District - Type C	350.56	12.85

Annual cost for lift equipped vehicle..... \$1,566.07

Per Actual Hour cost for Paraprofessional / Bus Aide.....\$30.32

4. **Shuttle Service.** The per bus cost for all shuttle service, live time from pick up to drop off. One (1) hour minimum. In District and Out of District service (note: some shuttles may be added to AM/PM or mid-day routes with time added to the regular daily route in lieu of paying shuttle cost).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
In-District - Type III	48.78	12.85
In-District - Type A & B	48.78	12.85
In-District - Type C	48.78	12.85
Out-Of-District - Type III	48.78	12.85
Out-Of-District - Type A & B	48.78	12.85
Out-Of-District - Type C	48.78	12.85

5. **Summer School Transportation Services.**

The summer school rates shall be 100% of regular transportation and special education rates in items #1 and #3 above.

6. **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 including taxes, maintenance and repair costs, and other direct and indirect costs.

Live Hour Rate - pick up to return drop off, (2.0 hrs. base)

\$157.40

Additional ¼ hour rate \$19.69

There will be a charge of \$90 for any bus canceled on arrival at the destination point of origin.

There will be a charge of \$50 for any bus canceled one (1) hour or less before scheduled pickup time at the designated point of origin.

There will be no charge for any bus canceled more than two (2) hours from the scheduled pickup time at the designated point of origin.

Field Trip Rates

Live Hour Rate - pickup to return drop off, (2.0 hrs. base)	\$157.40
Additional 1/4-hour rate	19.69
One-way rate, 20 miles or less 1 way	\$118.07
21 miles or more one way	\$157.40
(Applies to trips where there is a three-hour difference between pick up and return pick up)	
In district round trip, bus does not stay, non-primetime	\$118.07
Prime time premium	\$52.47
Trips originating or ending during normal to/from route time (7:00am - 9:15am & 2:45pm - 4:15pm)	
Trailer	\$78.71
Bus canceled 2 hours or more in advance of pickup	no charge

7. After School Activity Routes

No additional cost will be incurred by the district for up to five (5) after school activity routes. PM routing will revert to “pre-pandemic” levels with 5 PM bus routes as single tier secondary routes allowing for activity routes to be run.

8. 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 is as follows:

\$ N.A. Per Year

9. Service Rates: 2024-2025 and SY 2025-2026 (Years ending July 31, 2026)

The service rates for all categories listed in Sections 1 through 7 for SY 2024-2025 and SY 2025-2026 shall be determined by direct negotiation between the District and the Contractor. The negotiation will be completed by February 28, 2024.

EXHIBIT B

CENTENNIAL SCHOOL DISTRICT 12 Bus Transportation Specifications & Conditions

Section II General Directions

2.1 Duration:

The services requested shall be for the 2022-2023 school year through the 2023-2024 school year. Service shall commence on August 1, 2022 and end July 31, 2024. The District reserves the right to extend the contract for an additional period or periods at its sole discretion.

The School District shall have the right to terminate the contract for cause effective with the beginning of the school year by giving ninety (90) days written notice.

2.2 Service Within the District:

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District's needs for "Basic Transportation" and "Supplemental Transportation" as defined below.

Basic Transportation

"Basic Transportation" shall mean the safe and convenient transportation of any and all students who are designated by District to be transported between school and a point reasonably close to the students' homes. Basic transportation is considered daily to and from school transportation. This may include, but not limited to, midday runs, inter-school runs, vocational and technical education runs, and summer school runs.

Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules as generated and approved by District. During the term of this Agreement, the school year shall consist of a minimum of 172 school days. If the number of scheduled days is increased or decreased, the Contractor shall be paid for the number of days transported.

Supplemental Transportation

"Supplemental Transportation" shall mean the safe and convenient non-regular transportation of any and all students or other authorized persons as may be requested by District for field trips, charters, excursions, athletic activities or any other purpose designated by District and under the direct supervision of authorized District personnel.

2.3 Service Outside of the District:

Contractor shall furnish equipment and personnel as required by the School District to provide daily transportation of students outside the District to such locations according to the students' needs. The district reserves the right to contract with other entities outside of this contract if it is more economically efficient to do so.

2.4 Contract and Performance Bond:

The Contractor shall enter into a formal contract based on the conditions and specifications as set forth herein. This contract will be based on the current model "Pupil Transportation Services Agreement" issued by the Minnesota Department of Education. All requirements stated in this specification will be incorporated by reference with the execution the transportation contract.

The Contractor may be required to supply a Performance Bond equal to 100% of the anticipated contract amount, before commencing services, and shall provide liability and property damage insurance as herein described. The cost of the bond shall be listed separately on the attached quotation and should not be included in any of the listed route rates. Acceptance of a quote by the District for the transportation contemplated by these specifications shall be reduced to written contract which will refer and include by reference these specifications. It is correctly understood that no contract for transportation will be effective until executed by the successful contractor(s) and the District.

The District reserves the right to assign routes at the lowest cost to multiple contractors for service under these specifications. The District also reserves the right to assign for transportation and/or educational purposes regardless of geographic area.

Section III Specific Conditions

3.1 Vehicles:

3.1.1 The District shall approve school buses and sufficient vehicles shall be available. No scheduled or spare route bus shall be more than 15 years old. The average age of route buses shall be no more than 9 years old. Sufficient vehicles shall include, for replacement, substitute and standby use, an amount equal to 10% of the total number of to/from school routes. Vehicle age requirements shall be suspended at mutual agreement by both parties during the term of the agreement due to "pandemic related" vehicle availability restrictions.

3.1.2 For supplemental routes, the contractor must be able to provide all vehicles required for co-curricular and field trips during AM and PM route times.

3.1.3 The Contractor shall provide a list of equipment proposed to be utilized in the services provided.

3.1.4 All vehicles must be maintained in safe operating condition, and the Contractor shall provide that exterior and interior cleanliness be maintained.

3.1.5 Additional equipment -Additional equipment such as handicapped lifts may have to be added throughout the year and shall be provided as an amendment to the contract upon terms mutually agreed to. Equipment, which is unique to meet the needs of an individual student, shall be identified by the School District.

3.1.6 All vehicles shall be equipped with:

- a. 2-way radios
- b. Back-up alarms
- c. GPS/Camera units, when requested by the district. Cost of units to be shared equally with District and Contractor for initial purchase. Maintenance and replacement are responsibility of the contractor.

Regular route vehicles and spares shall be equipped with:

- a. A front mounted crossing gate
- b. An electronic device that requires the driver to walk to the back of the bus to check for students after each route.

3.1.7 At the request of the District, a "base station" radio and/or a "hand-held" radio will be supplied to the District for all frequencies used by buses operating in the District under this contract at the expense of the District.

3.2 Deleted

3.3 Insurance:

3.3.3 Contractor shall maintain during the life of the contract public liability and property damage and excess liability insurance within minimum limits as follows :

Minimum limits of insurance shall be:	Per Person	Per Accident
Bodily Injury Liability	\$500,000	\$1,000,000
Property Damage Liability		\$100,000
Medical Payment		Statutory Coverage
Worker's Compensation		Statutory Coverage
Umbrella Liability		\$4,000,000

3.3.4 Contractor shall furnish and maintain during the life of the contract Worker's Compensation coverage for the protection of his employees in the amount as required by law.

3.3.5 The Contractor agrees to hold harmless, indemnify and defend the School District, its agents and employees against any and all claims, personal and/or property damage, arising out of the operation of vehicles pursuant to the contract awarded here under.

3.3.6 Contractor's liability insurance policy under this section shall name the School district and its employees as additional insured entity on its insurance policy.

3.4 Service Conditions

3.4.3 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 regular school schedules or the schedule established by the School District.

- 3.4.4 Students with disabilities shall be picked up immediately in front or as near as possible to the home. 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.
- 3.4.5 No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for the School District. The District reserves the right to assign attendants to any vehicle in the best interest of any student.
- 3.4.6 The Contractor shall be highly selective in the employment of drivers. For driving School Bus, the Contractor will be required to utilize only those drivers holding a valid Class A or Class B license with a school bus endorsement who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to the District. For Type III vehicles, the employees must receive the same level of training as a school bus driver. The District reserves the right to comment on the performance of any employee of the Contractor, and Contractor shall take appropriate steps to improve services. The Contractor must agree to provide 8 hours of annual in-service time for all drivers and paraprofessionals utilized in the performance of the contract, including substitute drivers or additional drivers for routes that may be added during the year. At least half of this training shall be done throughout the school year at scheduled safety meetings. The contractor must invite the district to all safety meetings, and if the district desires to host a meeting, the contractor must make the district training mandatory for all employees (as part of the required hours).

The district reserves the right to call all drivers to special meetings of the school district.

Before the beginning of the school year and at such other times as required by the district, contractor shall furnish the school district with a current roster of all its drivers transporting district pupils. Names, addresses and school bus drivers' license numbers for all drivers and substitutes will be furnished to the school district.

The contractor shall identify one or more individuals who will serve as driver trainer(s) and will notify the District in writing as to which individual(s) is/are filling the role(s). Driver trainers shall attend MAPT "Train the Trainer" workshops each summer to keep apprised of current school bus industry safety standards and best practices.

No driver shall be assigned to a route in the District because of their removal from another district for non-compliance of rules, regulations, laws, or procedures without permission of the District.

- 3.4.7 Smoking Policy: The School district Policy prohibits any person - employee, visitor, student, parent, etc., from smoking or using any tobacco on school grounds, in school owned buildings and in school owned or contracted vehicles at any time.
- 3.4.8 Contractor shall be responsible for handling complaint calls.
- 3.4.9 The Contractor will be responsible for performing two emergency evacuation drills and new Kindergarten safety training each year. These will be coordinated with the School District and performed at no additional cost.

3.5 Use of Contractors Equipment:

It is agreed by the Contractor and the District in the event the Contractor is unable to provide transportation services as specified in whole or in part because of acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, lack of fuel, or any other condition, the 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 the District may deem appropriate. The District shall pay to the Contractor for such buses the same amount specified in the heretofore mentioned rate schedule, less all expenses and costs incurred by the District in providing the services contemplated by the contract.

3.6 Payments:

3.6.3 Payments to the contractor by the District will be made on a monthly basis as determined by the District. The Contractor shall provide monthly itemized invoices outlining the per bus/per day charges for service provided. Payments will be made to the Contractor within thirty (30) days of receipt of monthly invoice. The compensation to be paid to the Contractor for transportation services under this agreement shall be based on "live" time only. Such time shall be defined as from first pickup to last school on morning routes, from first pickup to last drop-off on midday routes and from first school to last drop-off on afternoon routes.

3.6.4 Vehicles used for AM only or PM will be compensated at 1/2 the AM/PM rate. There will be no additional compensation for adjusting the schedule for reasons such as early dismissal and/or late starts.

3.6.5 The District reserves the right to reassign bus routes in the event of contractor non-performance.

3.7 Assignments:

The 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. 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.

During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary.

The hours available to the School District is route time and **does not include** time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time. Time allowed shall be calculated using the School District software program.

3.8 Title IX Compliance Notice - Nondiscrimination Policy:

As required by Title IX of the Education Amendments of 1972, notification is being given to all contractors or entities providing benefits or services to Centennial School District 12 employees of the non-discrimination policy adopted by Centennial School District 12, prohibiting the school district from doing business with any contractor or vendor not complying with Title IX requirements.

All vendors must comply with OSHA regulations where applicable.

3.9 Taxes:

The Contractor shall pay all taxes imposed on any equipment, supplies or services to be furnished. It is recognized by and between the parties there will be no liability on the part of the School district for any type of tax assessed thereon.

3.10 Scheduling:

The District shall schedule the routes and the Contractor shall operate the buses according to the routes established and approved by the District. The Contractor shall furnish the District any information required to maintain efficient scheduling.

3.11 Equipment Maintenance:

Contractor shall maintain a regular staff of qualified mechanics to insure 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 at all times. All buses shall be kept in a clean and sanitary condition and open to the District for inspection at all times.

3.12 Contractor Operational And Supervisory Personnel:

Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor shall inform District of the name(s) and address(s) of such management personnel. The Contractor shall provide management personnel including the following:

Operations Manager with managerial and oversight authority, responsibility and accountability encompassing all areas of service to the District shall be identified. This individual shall serve as the primary contact for the District on comprehensive service and operational issues.

Dispatch/Routing Coordinator with supervisory authority, responsibility and accountability encompassing daily route dispatch operations. This individual will work closely with the district to facilitate adequate daily communication with drivers regarding scheduling, routing, student management and service delivery issues. This individual will be available to provide assistance in bus routing as needed by the District. Dispatcher must be knowledgeable of the District's transportation software programs (Versa Trans).

Maintenance Personnel in sufficient numbers and capability to perform all required maintenance activities necessary to ensure that all fleet vehicles meet Federal, State and Local standards for safety and operation.

Supplemental Staff shall be provided to perform any and all additional functions required for service delivery under this specification. These functions may include: recruiting, hiring, training, licensing of Contractor employees.

The Contractor's office must be staffed from 6:00 AM through 6:00 PM on all school days during the regular school year.

3.13 Bus Safety Program

Contractor shall be responsible for implementing and maintaining a comprehensive bus safety program. A summary of the Contractor's bus safety program shall be included with the quotation for review by the District. District reserves the right to establish or otherwise modify the safety program to be followed and to make changes therein from time to time.

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. Contractor shall provide qualified drivers, trained and licensed in accordance with the Laws of this State and the rules and regulations of District.

3.14 Driver Qualifications

All drivers providing service under this specification shall:

- a. Possess a valid license issued by this State authorizing such person to operate a school bus;
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions that, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State Law;
- c. Successfully complete 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 extinguisher, traffic laws, and applicable District policies and regulations;
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by Law;
- e. Prior to employment and from time to time thereafter, to the extent permitted by Law, undergo such tests as controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol misuse. Negative findings for such tests shall be a condition of employment;
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency;
- g. Meet any other criteria required by State Law or by District's policies, rules or regulations.

3.15 Driver Responsibilities

Contractor shall hold all drivers providing service under this specification responsible for:

- a. Supervising the loading and unloading of his or her bus at every pick-up and delivery point;
- b. Keeping informed of all rules and regulations affecting the operation of school buses and standards of conduct;

- c. Complying with all Federal, State and Local Traffic Laws while operating buses under this specification;
- d. Carrying appropriate identification at all times while on duty;
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to bus company staff any issues or needs related to the route assignment and all passengers transported.

3.16 Driver Compliance with District Policy

All drivers providing service under this specification shall follow and enforce all district rules including:

- a. Only students assigned by the District shall be transported on any bus.
- b. No student shall be permitted to stand or sit in the lap of another while being transported.
- c. Routes shall be run as the district has routed them. Changes may occur throughout the year. Drivers shall take all reasonable actions to protect students from injury or exposure to the elements.
- d. Drivers shall stop at all railroad crossings to ascertain that the tracks are clear and shall open the right front door, open driver's window and look both ways before proceeding to cross the tracks.
- e. Drivers shall supervise students while crossing a roadway to board a bus and while crossing a roadway after discharge from a bus. Drivers shall use the "thumbs up" signal, or a similar signal as directed by the Operations Manager, to inform students it is OK to cross.
- f. Drivers shall obey all rules adopted by the Minnesota Department of Education, the Commissioner of Public Safety and the District relating to the operation of school buses.
- g. Drivers shall obey all laws relating to highway traffic imposed by the State of Minnesota, or by any City or Township where a bus is driven in performance of this contract.
- h. Drivers shall take reasonable and appropriate action to maintain order among students while being transported. Drivers shall report all cases of improper student conduct to the Transportation Department. Reports shall be emailed by the dispatch office upon receipt to the Transportation Department.
- i. Drivers shall not use profane or indecent language or wear inappropriate clothing while in service. Drivers shall take reasonable and appropriate actions to prevent students from using profane or indecent language while being transported.
- j. Drivers shall not consume alcoholic beverage before or during work on a workday. Drivers shall not wear clothing that promotes any alcoholic beverages. Drivers shall take all reasonable and appropriate actions to prevent students from using alcoholic beverages while being transported.
- k. Drivers shall not use tobacco on the bus, outside the bus or on school district property. Drivers will not wear any clothing promoting any tobacco products. Drivers shall take all reasonable and appropriate actions to prevent students from using from using tobacco, any smoking materials or unlawful drugs while being transported on a bus. When a driver observes a student using or attempting to use tobacco in any form, and any other smoking materials or unlawful drugs, the driver shall immediately report the incident to the dispatch office and complete a student discipline report to submit to the Transportation Department.
- l. Drivers shall immediately report to their employer any accident related to a bus or student that occurs during the transportation of students. The contractor(s) shall immediately report any such accidents to the District.
- m. Drivers shall attend monthly safety meetings scheduled by the Company and the District.
- n. Driver shall not remove a student from a bus while performing service under this specification.
- o. Drivers shall cooperate with the District in conducting periodic school bus evacuation drills as required by state law.

- p. Drivers are to remain on the bus whenever students are present and during all loading and unloading operations.
- q. Drivers shall work cooperatively with paraprofessionals, school safety assistants and staff when assigned to specific regular transportation routes.
- r. Any driver entering a school will obtain visitor approval from the school office and present the district supplied identification badge.
- s. Drivers shall complete discipline report forms as specified and required by the district.

3.17 Driver Training/Orientation

A driver training and orientation program will be provided before a driver is allowed to drive while students are on board. Training must include:

- a. Behind-the-wheel to safely operate the type of school bus the driver will be driving
- b. Emergency procedures
- c. Student Management procedures, including issues relating to students with disabilities
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies
- e. Knowledge of student loading and unloading procedures

3.18 Driver Performance Monitoring/Evaluation

An ongoing performance monitoring and evaluation program shall include:

- a. Random drug testing
- b. Daily observance of employees to detect violations of drug policy
- c. Advance knowledge of routes, including substitutes
- d. Route accuracy including proper stops and updated paperwork
- e. Demonstrated driver-passenger professionalism
- f. Competency in physically driving the assigned vehicle and equipment

Contractor shall take reasonable steps to prevent its employees from exposing any student to 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 that impair the safe operation of the bus.

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 Agreement any employee who, in 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.

Contractor shall be responsible for implementing and maintaining a comprehensive bus driver safety program. A summary of the bus driver safety program shall be provided for review by District upon request.

Contractor shall conduct eight (8) hours of mandatory Driver In-Service Training meetings designed to educate drivers in the areas of school bus safety, customer service and professionalism. Training sessions will be designed to implement and reinforce the comprehensive bus safety program.

3.19 Contractor Not an Agent:

In the interpretation of this agreement and the relations between the Contractor and the District, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District.

3.20 Accident Reports:

In the event of an accident, a verbal report shall be made within one half hour to the Transportation Department. If this office is not immediately available the Business Office shall be called, if no one is available there, the Superintendent shall be called. A written accident report will be submitted to the Transportation Department within two working days of the accident.

3.21 Facility:

Contractor shall store, dispatch and maintain the equipment to be utilized hereunder and shall maintain an office from which to manage its operations hereunder at facilities located within or in convenient proximity to the District. Convenient proximity shall provide for response to any location in the School District within twenty (20) minutes. Service delays due to breakdown shall not exceed fifteen (15) minutes. All buses shall be stored in the protection of a garage and/or equipped with electrical powered or diesel fuel powered engine heaters. The location of the site where vehicles will be maintained and stored shall be included with the quotation.

Section IV Miscellaneous Provisions

4.1 Applicability of Laws:

4.1.1 Anything herein notwithstanding, 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, operation of equipment, safety accessories for equipment, vehicle codes and other applicable laws, and rules and regulations prescribed by State and County relating to the transportation of students.

4.1.2 It is understood that no contract for transportation will be effective until executed by the Contractor and the School District.

4.1.3 The Contractor shall comply with the School District's adopted transportation regulations, which are part of its regulations, which are part of its administrative code, so far as is applicable to performance in the transportation of students, a copy of which will be made available to any person desiring to submit a quotation.

4.2 Reports:

The Contractor will comply with request for information by the District concerning miles traveled, employees, hours, buses, and routes which will assist the District in filing reports required by the State Department of Education.

4.2.1 Reports are due on October 15th and June 15th of each school year, and upon request of the School District. All reports must be provided in the Excel format.

Section V Conclusion

5.1 Centennial School District 12, in compliance with the duties and obligations placed upon it by the Education Laws of the State of Minnesota and the rules, regulations, and directions of the Department of Education of the State of Minnesota has the responsibility to safeguard the comfort and safety of each student. In order to provide for the orderly operation of its academic program and education system, the district will require strict adherence to the specifications and of the contract to be awarded, including such specifications particularly but not limited to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, constant attendance of qualified supervisory personnel, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and order of the School Board, Superintendent of Schools and any of his/her designated personnel, the officials and peace officers of any and all municipalities and of any and all other persons or bodies having jurisdiction or control of any subject matter or performance of the contract.

- 5.2 Contractor is instructed to read the specifications and be expected to comply. In the event of any misunderstanding as to the meaning of specifications, the Contractor shall contact the Business Manager for clarification.
- 5.3 The 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 the district to do so.

Section VI Transportation Services Required

6.1 Regular Transportation:

- 6.1.1 Type of transportation: school bus service for public, non-public and kindergarten.
- 6.1.2 Transportation for public and non-public schools.
- 6.1.3 From the assigned bus stops, and to various buildings as assigned.
- 6.1.4 To and From Field Trip and Activity Trips as required by the district.
- 6.1.5 The route information is based on the 2021-22 school year.
- 6.1.6 The Contractor shall have adequate spare buses to take care of emergencies and field trips. The number of spare buses should be shown with the list of buses attached to the quotation.

The Contractor shall provide written information with the quotation stating how emergencies, breakdowns, etc., are handled, including response time.

- 6.1.7 The quotation should be based on the Contractor providing school buses to be at the disposal of the School District during the following time periods:

A.M./P.M. Routes Average 3.75 hours per day

Extra time, on Kindergarten routes only, will be paid only if the average time goes 6 or more minutes past the quarter hour.

During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary.

The hours available to the School district is route time and does not include time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time.

- 6.1.8 The starting time of the routes will be determined by the School District and adjusted as necessary.
- 6.1.9 Bus routes and stops will be determined and approved by the School District. Bus drivers will be 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.
- 6.1.10 The School District reserves the right to change or alter routes. In the event such a change is necessary the School District shall give the Contractor reasonable notice of the change.
- 6.1.11 The School District reserves the right to reduce, or expand the number of Contractor buses, and to adjust the contract because of the change.
- 6.1.12 When school is closed due to inclement weather, or for any other reason, the Contractor shall receive 25% of the normal route pay unless the day is to be made up at a later date.

6.2 Bus Size Information

The service shall be based on furnishing 40 or more school buses for the contract period. All regular route buses must be a minimum of 77-passenger capacity, when the routes call for a 77 passenger bus. Contractor may use 71 passenger buses as load counts allow.

6.3 Special Services Transportation

- 6.3.1 Type of transportation: School bus service and Type III vehicle use for Special Education and students with disabilities to locations in and out of the School District.
- 6.3.2 Transportation for public and non-public schools, and other locations as required.
- 6.3.3 From home of the special needs students to various locations.
- 6.3.4 The Contractor shall have adequate spare buses to take care of emergencies. The number of spare buses should be shown with the list of buses attached to the quotation.
- 6.3.5 The starting time of the routes will be determined by the School District.

The time a special needs student is on the bus shall not exceed one hour to school and one hour from school.
- 6.3.6 The School District reserves the right to change or alter routes. In the event such a change is necessary the School District shall give the Contractor reasonable notice of the change.
- 6.3.7 The School 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 the Contractor before changes are made.
- 6.3.8 Type of service provided:

Wheelchair - a lift bus is required for some students
Bus Aides - aides are required on some routes
Car Seats/Booster Seats - are required for some students
Half - Day Schools have some students attending AM. or P.M. sessions only.

Section VII. Other Contract Provisions

7.1 Assignments or Transfers:

- 7.1.1 The Contractor shall not assign or transfer any part of his obligations and responsibilities in this contract without the prior written approval of the School Board of Centennial School District 12.
- 7.1.2 The District must approve all Subcontractors hired by the Contractor to provide services required by this contract. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Contractor.

7.2 Changes in Routing and Scheduling

The School District reserves the right to change or alter the route of travel. In the event such change becomes necessary, the School District shall give the Contractor reasonable notice of such change.

In the event that the number or routes in the District is reduced or expanded, the District will alter the contract on a pro-rated basis. Cancellation, interruption or change of established service can be made only with the authorization of the School District.

Should the number of days of transportation required change during the school year, the contracts will be adjusted on a prorated basis.

7.3 Fines and Penalties for Non-compliance:

Note: All fines are per occurrence and will be subtracted from the final check at the end of the school year. Fines will be levied at the discretion of the School District Business Manager.

1. A fine of twice the normal daily route pay will be imposed on the Contractor for any of the following:
 - Allowing a driver to drive a route without the appropriate driver's license
 - Not running a route due to lack of drivers or equipment
 - Running a route with a vehicle that does not have a current inspection sticker.

2. A fine of 1/2 times the normal daily route pay will be imposed on the Contractor for any of the following:
 - Running a route without the required equipment as outlined above.
 - Running a route more than 15 minutes late unless due to a vehicle breakdown, poor weather, or an act of God.
 - Allowing a driver to drive in the District who has been suspended from the District for transporting persons other than those assigned by District 12 without prior approval from the District.
 - Allowing a driver to use a personal cell phone anytime the bus is in motion or when students are on board.
 - Running a fleet that is older than what is required by this specification.

7.4 Fuel Charges

Contractor shall furnish all fuel to be used in its performance of this Agreement. Contractor's compensation for services rendered hereunder shall be tracked monthly and adjusted annually to reflect changes in contract fuel costs throughout the school year. Contractor's "Base Fuel Cost" shall be a range of \$2.00 per gallon through \$2.50 per gallon of gasoline and/or diesel fuel, in each case exclusive of all applicable federal taxes. If the price of gasoline or diesel fuel, excluding Federal Excise Tax, exceeds \$2.50 per gallon, the District will pay 50% of the difference between the actual cost of gasoline or diesel fuel and \$2.50 per gallon. If the price of gasoline or diesel fuel exceeds \$3.00 per gallon, the District will pay 100% of the difference between the actual cost of gasoline or diesel fuel and \$3.00 per gallon. If the price of gasoline or diesel fuel, excluding Federal Excise Tax, falls below \$2.00 per gallon, the Contractor will pay the District 50% of the difference between \$2.00 per gallon and the actual cost of gasoline or diesel fuel.

Each month during the term of this Agreement, including any renewals or extensions hereof, Contractor will track increases and decreases in fuel costs calculated by multiplying (a) the number of gallons of gasoline and/or diesel fuel purchased by Contractor for consumption in the performance of this Agreement, times (b) the difference between the Base Fuel Cost and the average price per gallon of gasoline or diesel fuel paid during the month for which the invoice is issued, times (c) the appropriate % which applies as defined in the paragraph above, using the actual cost of the gasoline and/or diesel fuel. The Contractor shall provide the District with a copy of its invoice of fuel purchases.