

**PUPIL TRANSPORTATION AGREEMENT
BETWEEN
SCHOOL DISTRICT OF TOMAHAWK
AND
TOMAHAWK BUS SERVICE, INC.**

This Pupil Transportation Agreement is made and entered into this 14th day of February, 2012 by and between the School District of Tomahawk, Tomahawk, Wisconsin (hereinafter referred to as "District") and Tomahawk Bus Service, Inc. of Tomahawk, Wisconsin (hereinafter referred to as "Contractor") with its principal place of business located at 1801 Kaphaem Road, Tomahawk, Wisconsin 54487.

WHEREAS, § 121.54, Wisconsin Statutes, requires that certain pupils who reside within or attend school within the District be provided with transportation to and from school; and

WHEREAS, Contractor desires to transport said children who attend school within or are enrolled within the District, in accordance with Wisconsin Statutes, pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the District and Contractor do hereby agree as follows:

1. Provision of Services by Contractor

- 1.1. The Contractor shall provide and furnish all buildings and sites, materials, labor, and equipment necessary to transport all eligible public and private school pupils to and from their homes and their respective schools for the period of time hereinafter specified. The Contractor shall also provide school bus transportation at all reasonable times to the District for the purpose of transporting the District's pupils, pupils of other schools, and staff to other points and destinations for such special field trips, athletic trips, and curricular trips as may be requested by the District.
- 1.2. The Contractor shall, at its expense, procure and maintain in effect any and all licenses, permits and certifications, which are or may be required by the regulatory bodies for the performance of student transportation services.
- 1.3. Except as otherwise set forth in this Agreement, the Contractor shall assume all costs of the transportation operation, including but not limited to costs for purchase of buildings and sites, vehicles, hands-free cell phones, two-way radios, fuel, maintenance, unemployment and all other required insurances, supplies, accessories, salaries, benefits for contractor's, drivers, mechanics and all other transportation employees.

- 1.4. The Contractor shall have exclusive rights to the transporting of students authorized by the District to and from school daily in yellow school buses under the terms of the busing contract. However, there shall be no restrictions to prevent the District, at its option, to transport students in private cars, taxi cabs, or school owned vehicles, or to contract with individual parents to transport their own children. The District reserves the right to expand or reduce daily transportation services to meet the needs of the students in the District.

2. Term of the Contract

- 2.1. Subject to the provisions of this agreement, this contract shall extend for a period of three (3) years. It shall commence on July 1, 2012, and end on June 30, 2015, and shall include years July 1, 2012 - June 30, 2013, July 1, 2013 - June 30, 2014, and July 1, 2014 - June 30, 2015. The contract may be extended beyond June 30, 2015, by mutual agreement of both parties, for two additional years, to include July 1, 2015 - June 30, 2016 and July 1, 2016 - June 30, 2017.
- 2.2. Currently, the normal school year for the District consists of 178 transportation days. There will be no cost to the District for transportation on days when school has been cancelled because of inclement weather or any other situation or act of God beyond the control of the District.

3. Contractor Responsibilities

- 3.1. Contractor shall furnish to the District at the beginning of each school year, a listing of names, addresses, and telephone numbers of all drivers, along with the routes they will be driving. This listing should be updated as needed. The District reserves the right, in its reasonable discretion, to request of the Contractor that drivers be reassigned or replaced if in the opinion of the District they are unsatisfactory in their assignment.
- 3.2. Contractor will be responsible for proper supervision over the drivers to insure that the routes are being run correctly and on time. Also included in this supervision should be an annual evaluation of all drivers in the areas of driving competency, understanding of all laws, regulations, and District policies.
- 3.3. Contractor must immediately notify the District Administrator when any accident has occurred (pursuant to applicable law including but not limited to Wisconsin Statutes - § § 121.53(6), 346.69, 346.70(2) (3)).
- 3.4. Contractor shall be responsible for conducting emergency evacuation drills twice per school year on each route. The drivers will be required to complete verification forms listing the date, time, and location of the drills.

- 3.5. Contractor shall provide to the District all necessary information, which is needed in the preparation of reports as required by state agencies or the District. The Contractor will also be called on to measure the distance from home to school for each student. A mileage list (or other information) required for the Department of Public Instruction Transportation report is to be submitted to the Business Office at the end of the 2nd quarter and 4th quarter of each academic school year.
- 3.6. Buses will be supplied by the District with video camera housings and the wiring necessary to operate video cameras while such buses are in operation. The Contractor will install said equipment. Such equipment is the property of the District and is to be immediately returned to the District by the Contractor at the expiration or termination of the agreement.
- 3.7. Contractor will print individual student bus schedules for all District and private school students eligible for busing. The Contractor will generate these schedules from the bus routing and scheduling software. The individual bus schedules will be delivered to the Administrative and Educational Center for mailing during the second week of August prior to the start of each school year.
- 3.8. By August 21st of each year, the Contractor must provide for the District a complete set of proposed route maps for all regular education routes. The final version of the route maps will be due by September 30th of each year. Along with this must be included a timed listing of all stops for both regular education and special education routes.

4. Regular Education Routes

- 4.1. The Contractor will be responsible for all routing and scheduling involved in the student transportation system. The routes will be prepared according to District standards for length of ride, walking distance to meet the bus, and comfortable seating capacity. Whenever students are added, dropped, or have address changes, this information shall be provided to the Contractor on a timely basis. The Contractor will be responsible for implementing the change and maintaining the new route schedules. The changes will be communicated to the Contractor via fax of the request for transportation.
- 4.2. The Contractor will be responsible for maintaining up-to-date route descriptions. These will be presented in writing to the District at the end of the 2nd quarter and the end of the 3rd quarter of the academic school year, and again by September 30 of each year. The Contractor will be charged with the responsibility of maximizing efficiency when setting up bus routes. There must be a continuing effort to combine routes whenever possible.
- 4.3. The Contractor will be required to establish all routes and maintain accurate student ridership data.

- 4.4. A total of nineteen (19) buses will be provided by Contractor for all regular education transportation. All mileages used in this contract are route miles only, measured from first pick-up to last stop.

5. Special Education Routes

- 5.1. Contractor will transport special education students separately from regular education students. All pick-ups will be individualized and none of the students are required to gather at cluster points.
- 5.2. Because the special education students have special needs, the District will determine if aides are needed on the special education buses. These aides would be at the District's expense.
- 5.3. Contractor's drivers on the special education buses must complete both CPR and first aid courses before they can transport handicapped students.
- 5.4. All Contractor's buses used for the special education routes will be equipped with seat belts.

6. Curricular/Co-Curricular/Extra Curricular Trips

- 6.1. Contractor will provide yellow bus transportation services for athletic teams, musical groups, debate and forensic teams, and other groups which also involve providing school bus transportation for field trips both during school hours and/or extending beyond school hours or on non-school days.
- 6.2. The buses used by Contractor in this category are to be seventy-one (71) to seventy-two (72) passenger capacity buses. There are also some groups with fewer numbers of participants where smaller buses would be needed. It is recognized that the majority of the athletic trips are at the end of the day and tend to interfere with the regular and special education route buses taking students home from school. Buses cannot be taken off daily routes to provide this service. When field trips are taken that extend beyond the normal daily dismissal time, buses other than daily route buses must be scheduled.

7. Summer School Routes. The District will need and Contractor will provide yellow school buses during the month of June for summer school programs. This includes buses needed for regularly scheduled route work and for summer school field trips.

8. Terminal Requirements. Contractor's terminal shall include as a minimum the following features:

- 8.1. A fully equipped maintenance shop adequate to service a fleet of the School District of Tomahawk's size. The terminal should include a minimum of two (2) service bays;

- 8.2. Adequate office space and telephone area with a minimum of two (2) incoming telephone lines;
- 8.3. Adequate bus washing facilities available;
- 8.4. Hands-free cell phones and rechargers or Base station for the radio dispatch for all buses;
- 8.5. Ability to make arrangements for adequate facilities for bus driver in-service;
- 8.6. The terminal facility must have the capability to fuel buses or contract with local stations;
- 8.7. Yard space and electrical hook-ups must be provided for all vehicles;
- 8.8. Computer terminal with modem as required by the District; and
- 8.9. Fax machine.

9. Communications and Public Relations

- 9.1. An important area in the transportation services is that of providing information for and communicating with the public. The transportation Contractor for the District is the first point of communication with parents and students when they ask questions or when they need assistance in a busing matter.
- 9.2. All District and private school families who are eligible for busing by the District will receive an individual bus schedule for each eligible child by mail in mid–August. Contractor will generate these schedules from the bus routing and scheduling software. The District will mail the schedules to the families. In addition, the schools will often refer callers or emailers to the Contractor.
- 9.3. Contractor must have at its bus terminal a phone system with a minimum of two (2) incoming lines as well as adequate personnel available to answer its phones.
- 9.4. In all cases, the Contractor will be expected to treat all individuals contacting Contractor about services under this agreement with dignity and respect and to provide cheerful assistance at all times.

10. Computer Routing and Scheduling Requirements

- 10.1. The School District uses Skyward software for student management.
- 10.2. It is essential for the District to be able to quickly and simply share data and information with Contractor. Therefore, the District will provide, upon request, certain student data both in printed format and electronic format. Contractor will be responsible for maintaining the automated District map and

will provide that data to the District at least annually or upon reasonable request. Such data is that of the District and shall only be used for providing transportation services. Such data shall be returned to the District immediately upon the District's request.

10.3. Student data will be treated as confidential information and will not be given or sold or provided to any third party by the Contractor.

11. Independent Contractor. Notwithstanding anything in this Agreement to the contrary, Contractor acknowledges that it is and shall be an independent contractor. Under no circumstances shall Contractor be deemed or construed to be an employee, joint venturer, partner, or agent of the District. Contractor 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. Contractor shall pay, and the District shall have no obligation, responsibility or liability for Contractor's costs and expenses incurred in the performance of Contractor's obligations under this Agreement.

12. Drivers and Training

12.1. All buses shall be operated at all times by trained, competent, and prudent drivers who will meet the requirements for school bus drivers as set forth by the Wisconsin Department of Transportation. In addition, all drivers will be required to follow all District transportation policies and regulations.

12.2. The Contractor will be required to establish and implement a screening, hiring, and training program that includes, as a minimum, the following:

12.2.1. Driver completes a written application form that is provided by the Contractor.

12.2.2. Contractor conducts a record check on the applicant's driving record. Contractor must also insure that the applicant has had no conviction of any matter that substantially relates to a position in school transportation services. Contractor is responsible for compliance with all State and Federal laws, rules and regulations including but not limited to § § 121.51 through 121.58, Wisconsin Statutes.

12.2.3. Contractor conducts a check of the applicant's references.

12.2.4. Applicant has an interview with the terminal manager to determine the applicant's aptitude for the job.

12.2.5. Applicants without a current Commercial Drivers License must prepare for and pass a written Commercial Drivers License test.

12.2.6. Applicant applies for drivers permit.

- 12.2.7. Contractor must provide a minimum of fifteen (15) hours of behind the wheel training for each applicant without a Commercial Drivers License.
- 12.2.8. Applicant must pass the road test and obtain a commercial drivers license plus all appropriate endorsements.
- 12.2.9. Applicant must pass a physical exam, at the Contractor's expense, as prescribed by the Wisconsin Department of Transportation. All applicants will be required to pass a pre-employment drug test before being hired. Drivers will be also expected to participate in any monthly random drug testing conducted by the Department of Transportation.
- 12.2.10. Contractor must provide a minimum of fifteen (15) hours of route training, safety training, assertive discipline training, and defensive driving training. All drivers will be First Aid and CPR certified.
- 12.2.11. The Contractor will be responsible for conducting two behind the wheel evaluations on each driver per year.
- 12.2.12. All drivers, and mechanics will be required to attend monthly safety meetings conducted by the Contractor. All employees will be paid for their attendance.
- 12.2.13. Contractor will train its drivers in first aid as well as management and control of student behavior on school buses.
- 12.3. Contractor recognizes its responsibility to the District for the maintenance of proper student discipline as an inherent factor to the safety of all persons aboard the bus. The District shall have written policies pertaining to the discipline of students for conduct while being transported by the Contractor.
- 12.4. Contractor shall be responsible for ensuring that the following responsibilities are performed by its drivers:
 - 12.4.1. Bus drivers have the responsibility for maintaining proper discipline on their buses.
 - 12.4.2. Student behavioral problems which develop on buses will be reported to the Contractor and the building principal for appropriate disciplinary action. A written Bus Conduct Report Form will be utilized for this purpose.
 - 12.4.3. The bus driver, Contractor, and building principal will counsel and work with pupils who have been reported to the principal.
 - 12.4.4. The bus driver is not authorized to remove students from the bus except in emergency circumstances when a student is endangering the safety of the other riders. In these cases, the student may be denied transportation privileges either at the bus stop or at school. If such action is taken, the driver must notify the bus terminal

immediately. The bus terminal will immediately notify the student's school and the school District's transportation supervisor.

- 12.4.5. After each trip, all drivers are required to check the entire bus for students and/or any articles that may have left behind. An electronic system is preferred.

13. Bus Company Personnel

- 13.1. The Contractor shall employ appropriate personnel to adequately perform the duties of the terminal.
- 13.2. Contractor's employees providing services under this agreement shall be trained and experienced individuals who must be capable of maintaining a student transportation system of the highest caliber. The terminal manager must be a full time, full-year employee of the Contractor with a minimum of three years experience in the student transportation field.
- 13.3. The Contractor will employ fully trained bus mechanics with school bus (ASE) certification to adequately service the vehicles providing services under this agreement.
- 13.4. Contractor must perform background checks on its drivers to ascertain that the personnel have engaged in no conduct that substantially relates to the performance of their duties in providing bus transportation services to pupils under the contract with the District. Contractor shall at all times abide by all laws and regulations related to school bus drivers.

14. Vehicle Requirements

- 14.1. Contractor shall provide the appropriate number and size of vehicles needed for this transportation system. All vehicles must meet the specifications as prescribed by the federal government, the Wisconsin Department of Transportation, Wisconsin Department of Public Instruction, and the District.
- 14.2. The standard size buses needed to provide regular education transportation services are seventy-one (71) to seventy-two (72) passenger capacity. Approximately sixty (60) percent of the vehicles should be seventy-two (72) passenger capacity. All buses of thirty-five (35) passengers capacity or larger used in this service will be diesel powered.
- 14.3. The buses needed for special education routes can vary in size from nineteen (19) passenger capacity to fifty-three (53) passenger capacity. All buses of thirty-five (35) passengers capacity or larger used in this service will be diesel powered. Approximately one (1) bus must be equipped with powered wheelchair lifts and inside mounts for wheelchairs. The following wheelchair and walk-on capacity buses shall be provided:

Wheelchairs must be secured with a four-point tie down system and the mounts must be configured to allow all wheelchair

students to be seated in a forward facing position. Wheelchair passengers must be separately fastened to the vehicle through a lap and shoulder belt system similar to Q-Straint. The wheelchair buses must also have some conventional seating for some ambulatory riders.

- 14.4. Contractor will be required to provide the District with a listing of its fleet of vehicles, specifying the chassis, body, age, size, and serial number. This shall be provided by September 1st of each year and must be updated as vehicles are replaced or added. As a condition of this agreement, the Contractor agrees to maintain or improve the average fleet age based on the 2011-2012 fleet average.
 - 14.5. The Contractor must provide one spare vehicle for every six (6) route buses. All spare buses must be maintained in the same manner as the regular route buses and are subject to the above age requirements.
 - 14.6. All buses used in this transportation service must be equipped with hands-free cell phones or operable two-way radios. An adequate number of cell phones or spare radios must be available so that no routes or trips are made without the possibility of communication with the vehicle. If the Contractor uses radio network communication, a base station is required at the terminal and Contractor must own or lease a tower facility. The radios should be 25-watt capacity and should be equal in quality to Motorola or Midland.
 - 14.7. All buses used in the operation must be equipped with electrical engine heaters. The electrical engine heaters are required to be used in cold weather. The buses must be plugged in whether they are kept at the terminal or are on home dispatch. This will not be required if the vehicles are housed indoors overnight.
 - 14.8. All buses must be equipped with 360-degree white strobe lights, which will be operated in accordance with the state regulations in which the bus is operating.
 - 14.9. All buses are to be maintained in mechanical condition so as to meet any and all requirements of the Federal Government and the Wisconsin Department of Transportation at all times. They shall be kept neat and clean inside and outside at all times. All buses should be washed at least every two weeks, except when not in regular use.
 - 14.10. All buses must be inspected and approved for use by the Wisconsin Department of Transportation annually, and each bus shall have on board a current inspection certificate. Contractor will provide to the District copies of all inspection reports.
15. Insurance. The Contractor shall all times provide, have in full force and effect, and pay for such insurance policies and coverages including, but not limited to, public liability, casualty property damage, medical, and motor vehicle liability for vehicles

that it operates, all in compliance with all the requirements of Wisconsin law. The Contractor shall provide the following minimum dollar coverages:

- 15.1. Each occurrence \$1 Million per occurrence; \$5,000 medical payments for any one person per occurrence; \$2 Million Aggregate.
 - 15.2. Combined single limit \$2 Million, \$2 Million Aggregate.
 - 15.3. Excess Umbrella Liability \$1 Million.
 - 15.4. All insurances shall comply with the requirements of the laws of the State of Wisconsin including, but not limited to, § 121.53, Wisconsin Statutes.
 - 15.5. Policies providing the above described insurance coverage shall include the District as an additional insured. All insurance coverage shall be obtained from an approved insurance carrier authorized to do business in the state of Wisconsin. No policy shall be cancellable or cancelled in the absence of a minimum of thirty (30) days notice to both the Contractor and the District. As a condition to this agreement, Contractor shall provide District with current Certificates of Insurance prior to commencement of this agreement. Additionally, within fifteen (15) business days after each policy renewal date, the Contractor shall provide the District with Certificates of Insurance demonstrating Contractor's compliance with all the provisions concerning insurance.
 - 15.6. Certificates of insurance shall be filed at all times with the District during the period of this contract and any cancellation thereof shall be made only after written advance notice of thirty (30) days to the District.
 - 15.7. Workers Compensation Insurance. Contractor shall maintain workers compensation insurance covering its employees in amounts as required by the State of Wisconsin.
 - 15.8. Unemployment Compensation Insurance. Contractor will provide unemployment compensation for Contractor's employees as required by the State of Wisconsin.
16. Cost to the District For Services Under This Agreement.

The District will pay to the Contractor the following:

- 16.1. Regular Routes (flat rates, including mileage) - Cost per bus per day \$254.91.
- 16.2. Special Education Routes (flat rates, including mileage) – Cost per bus per day \$254.91.
- 16.3. Out of District field trips/co-curricular trips: 2012-2013
Minimum rate \$31.27

Hourly rate	\$11.52
Mileage Rate	\$ 1.86

(Normal billing will be for the hourly rate PLUS the mileage rate, with a minimum charge of the minimum rate.)

- 16.4. Extended hours/overnight (receipts submitted) for curricular and co-curricular:

Lodging	Actual Cost
Breakfast	\$0.00
Lunch	\$0.00
Dinner	\$0.00

- 16.5. Fuel costs will be reviewed semi-annually in February and September to determine if the fuel costs warrant renegotiation of other costs within the contract.

17. Payment. All invoices of the Contractor to the District must be thoroughly documented by Contractor as determined by the District and are due to the District by the 15th of each following month for services performed by Contractor during the previous month. The District will agree to pay all properly completed invoices, as determined by the District, within five (5) working days of their receipt. The cost for transportation not used resulting from inclement weather, acts of God, or other situations that are not made up, will be deducted from the monthly payment to the Contractor.

18. District Responsibilities

- 18.1. The District shall supply to the Contractor, by June 15th of each year, the names, addresses, telephone numbers, grade level, and school placements for all public and private school regular education students transported by Contractor. Additions and deletions to the original lists will be called in to the Contractor, as they become known during the summer and the school year.
- 18.2. The District shall supply to the Contractor, by July 15th of each year, the names, addresses, telephone numbers, special services needed, and school placements for all special education students. Additions and deletions to the original lists will be called in to the Contractor, as they become known. It is anticipated that there will be frequent address changes for special education students every year.
- 18.3. The District will supply several forms to the Contractor at the beginning of each school year. These will include public and private school district calendars for all drivers, student misconduct forms, rules and regulations for all students, and District transportation policies and procedures.

- 18.4. The District will provide to the Contractor at the end of each school year a listing of all starting and closing times for the public and private schools for the following year.
- 18.5. The determination as to when road or weather conditions are such as to make it impossible to transport pupils shall be made by the joint and mutual agreement of the Contractor and the District Administrator/Designee. The final decision will be made by the District Administrator/Designee. All efforts will be made to have a decision on school closing or late start by 5:30 a.m. The District will contact radio and television in the event of closures or delays.
- 18.6. The District will not assume liability for the vandalism of Contractor's equipment, but will cooperate should its students be suspected of vandalism to such equipment.
- 18.7. The District will prepare guidelines outlining proper and improper bus behavior and will distribute these to all riders at the beginning of each school year. For infractions of the rules, the driver will prepare Bus Conduct Reports and turn them into the school office. The building principals or assistant principals are responsible for disciplining the students and will distribute copies of the Bus Conduct Reports to notify both drivers and parents what action will be taken.
19. Indemnity. Contractor shall indemnify, hold harmless and defend the District, its Board members, officers, employees and agents, individually and in their official capacity, from any and all demands, claims, damages, costs, fees, including actual attorneys' fees, judgments, awards, and any other sums due or claimed to be due arising from or relating in any manner to Contractor's (including its employees, officers or agents) performance or non-performance of its duties or responsibilities under the this agreement.
20. Assignment. This agreement may not be assigned by the District or the Contractor without the prior written consent of the other party.
21. Escalation Clauses. Vehicle rates per day for the second and third years of this agreement, as well as any additional years (as extended at the District's option beyond June 30, 2015), will be adjusted in accordance with the annual variation shown in the Consumer Price Index (for all urban consumers, all items less energy category - U.S. city average). The maximum allowable percentage increase in any one contract year will be 6%. The minimum percentage increase in any one contract year will be 2%. For the successive years of the contract, the percentage variation up to 6% in such Consumer Price Index from June of the previous year to June of the current year will be added to the then existing vehicle cost per day.

22. Default, Termination and Remedies.

22.1. Default. An Event of Default under this Agreement shall exist if:

22.1.1. The District fails to timely pay Contractor for services rendered and such failure to pay continues for ten (10) days after notice from Contractor.

22.1.2. Contractor fails to perform any of its obligations of this agreement and such failure continues for a period of fifteen (15) days after notice from the District; provided, however, that in the case of a situation, which, in the sole discretion of the District, constitutes a threat to the health or safety of any person to be transported or being transported under this agreement, District may, in its discretion, require the Contractor to immediately suspend operations (with or without compensation) of the vehicle(s) involved and shall not operate any such vehicle during Contractor's period of cure.

22.1.3. Contractor becomes insolvent or is the subject of a filing under the Bankruptcy Code, makes an assignment for the benefit of creditors, has a receiver appointed over it, or otherwise becomes the subject of any proceeding for the benefit of creditors.

22.1.4. Majority ownership of Contractor changes.

22.2. Remedies. Upon occurrence of an Event of Default, the non-defaulting party may immediately terminate this contract and/or obtain an award of damages in arbitration, provided that the District shall not be liable for any indirect, consequential, exemplary or punitive damages.

23. Arbitration. The District and Contractor shall arbitrate all pending issues under or relating to this Agreement pursuant to Chapter 788, Wisconsin Statutes, according to the following terms:

23.1. Selection of Single Arbitrator. The arbitration shall be heard by a single arbitrator. Each party shall, within five (5) days of the determination of either party that the dispute cannot be resolved informally, identify in writing to the other parties hereto a list of five (5) acceptable arbitrators. If all lists submitted by each party contain a common arbitrator, that arbitrator shall be selected. If all lists contain more than one common arbitrator, the arbitrator shall be chosen at random from the list of common arbitrators. In the absence of a common arbitrator on all of the parties' lists, the parties shall apply to the presiding/chief Judge of Lincoln County, Wisconsin to appoint a single arbitrator.

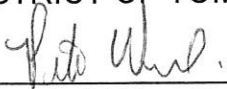
23.2. Position Statements. The parties shall exchange arbitration position statements with each other within thirty (30) days after the date of the appointment of the arbitrator. The position statements shall include all issues that the parties are aware of at such time with respect to the dispute subject to arbitration. The parties shall be allowed to amend their position

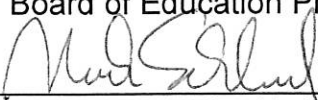
statements within five (5) days after completion of discovery or as otherwise allowed by the arbitrator.

- 23.3. Discovery. Discovery consisting of full exchange of all relevant documents and any document specifically requested by opposing counsel will proceed and shall be complete within thirty (30) days after the appointment of the arbitrator. No depositions will be conducted.
- 23.4. AAA Rules. The arbitration shall be conducted in substantial conformance with the American Arbitration Association Rules then in force.
- 23.5. Court Reporter. A court reporter will not be required but may be employed at any party's request and expense if desired.
- 23.6. Testimony; Third Parties. Each issue shall be resolved before the arbitrator upon the sworn testimony of the respective parties. The parties shall limit their use of testimony from third parties to only those third parties who are essential and material to assisting the arbitrator in fully understanding the issues presented.
- 23.7. Findings of the Arbitrator. The arbitrator may make oral findings and determinations, but shall confirm each determination and finding in a written decision issued within thirty (30) days of the arbitration hearing.
- 23.8. Cost of Arbitration. The costs of arbitration shall be shared equally by the parties.
- 23.9. Venue. The arbitration shall be held at the administrative offices of the District, or at a place mutually agreed by the parties, at a time and date mutually convenient to the parties and the arbitrator, but in no event later than sixty (60) days after the appointment of the arbitrator.
- 23.10. Award of Attorney Fees. The arbitrator shall have no authority to award all or a part of the fees, incurred by a party, including arbitration fees, administrative expenses, witness fees and reasonable attorney fees. Instead, under all circumstances, the parties shall bear their own attorneys' fees and costs.
24. Severability. If any of the terms of this Agreement are deemed to be illegal or unenforceable by a court or arbitrator in the proper exercise of the court or arbitrator's jurisdiction, the remaining provisions shall be unaffected and remain in full force and effect.
25. Entire Agreement. This is the entire agreement between the parties. In entering into this agreement, neither party is relying on any promises, inducements, terms or conditions that are not set forth herein, all of which, if actually made, are waived and merged into this agreement. This agreement may not be amended except in writing signed by both of the parties hereto.

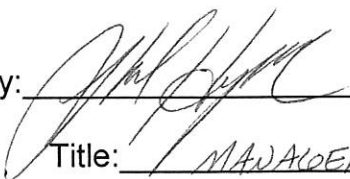
IN WITNESS WHEREOF, the parties have executed this agreement as of the day, month and year first above written.

DISTRICT:
SCHOOL DISTRICT OF TOMAHAWK

By: 
Title: Board of Education President

Attest: 
Title: School District Clerk

CONTRACTOR:
TOMAHAWK BUS SERVICE, INC.

By: 
Title: MANAGER

ADDENDUM TO TRANSPORTATION CONTRACT

Between the School District of Tomahawk

And

Tomahawk Bus Service

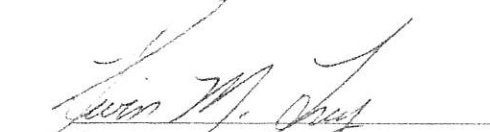
Add to Section 16.1: For the 2014-2015 school year cost per bus per day shall be \$265.21.

Add to Section 16.2: For the 2014-2015 school year cost per bus per day shall be \$265.21.

Add to Section 16.3: For the 2014-2015 School Year the Minimum Rate shall be \$32.54, the Hourly Rate shall be \$11.99 and the Mileage Rate shall be \$1.94.

Tomahawk Bus Service

School District of Tomahawk


Contractor


District Administrator

8-18-14
Date

8/18/2014
Date