

ADDENDUM NO. 3 - June 2015



*MONARCH BUS SERVICE, Inc.  
MINNESOTA COACHES, Inc.*



*Safety, Service, Satisfaction...*

**BY & BETWEEN**

**NOVA CLASSICAL ACADEMY**

**FOR THE CONTRACT PERIOD INCLUDING:**

**2015 - 2016 SCHOOL YEAR**

ORIGINAL FOR SIGNATURE

**ADDENDUM NO. 3A**

***“Official Request”***

This ***“Official Request”*** becomes a part of the original contract agreement by and between Nova Classical Academy and Monarch Bus Service, Inc. , for the 2012-2014 School Year, and amends the contract rates for the 2015-2016 School Year as follows. It may be extended as needed by the “School” and the “Contractor” by mutual agreement.

**Section 1A Costs and Fees for Services**

**1.1A REGULAR TO AND FROM SCHOOL ROUTES**

- a. For the 2015-2016 school year, the “contractor” agrees to provide transportation in the morning using a minimum of **nine (9) 65 passenger** school buses for AM routes, and will provide **seven (7) 65-passenger** school buses for PM routes, at a daily rate of **\$190.85 per bus per day for a minimum of 175 school days**. Said price includes the cost of operation of the bus in the capacity of a single run covering such items as insurance, driver’s salaries, and a **“base fuel cost”** (refer to section 2.1 paragraphs g and h). The total annual transportation contract for **175 school days, for the 2015-2016 school year, is valued at \$267,190.00.**

The “school”, agrees to pay the contractor for regular to and from school transportation services, the total anticipated annual contract value divided into ten equal payments. **Nova Classical Academy** will make the first of **ten payments** in the amount of **\$26,719.00** to August 15, 2015 and shall pay the “contractor” an additional nine payments of **\$26,719.00** by the 15<sup>th</sup> of each month, beginning in September 2015. The final payment shall be made prior to or on May 15<sup>th</sup>, 2016. The “contractor” will submit additional billings on a weekly or monthly basis for any added service or extra fees, including fuel surcharges as described in section 2.1 paragraph g. The “school” will be required to remit payment upon receipt of these additional invoices within 30 days.

- g. **The Fuel Escalation Clause - for the 2015 – 2016 contract period, and for any additional school years is amended as follows:** a base fuel price of **\$3.00** per gallon, excluding the federal excise tax of .2448, will be used. Any costs exceeding the base price including an increase in state taxes or fees, shall be the financial responsibility of the “school”, and shall be determined based on **all miles** traveled in performance of the “school’s” routes divided by an average of 6.0 miles per gallon. All excess fuel costs above the **\$3.00** per gallon will be computed by the “contractor” and will be billed to the school monthly. The school will be required to pay additional fuel surcharges within **20 days**.

**Section 2. Mutual Agreement**

**7.1 COMPLIANCE WITH TERMS**

Both parties have negotiated this agreement. They agree to comply with the terms set forth. Both are equally responsible for the drafting hereof and no presumption shall arise there from.

**7.2 TERMINATION CLAUSE**

This contract may be amended or terminated by mutual agreement of the parties in writing upon thirty (30) days of written notice of one party to the other.

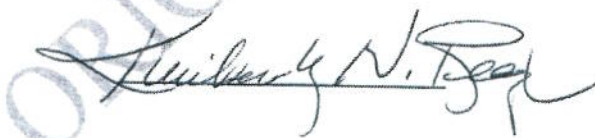
**7.3 FAILURE TO PERFORM**

Failure or refusal of either party to substantially perform the conditions of this contract may permit the other party to terminate the contract upon thirty (30) days written notice in writing to the breaching party, unless within such thirty (30) day period the breaching party shall correct the performance to the reasonable satisfaction of the other party. Neither party shall be required to accept less than full performance of this contract unless otherwise agreed to in writing by the parties.

**7.4 GOVERNING BY MINNESOTA LAW**

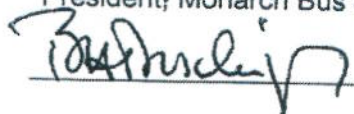
Both parties and this contract shall be governed by and will maintain compliance with all the laws, rules and regulations of the State of Minnesota and other applicable federal laws, rules and regulations. **This contract addendum has been agreed upon during the month of June, 2015.**

BY: Ms. Kimberly Reagan, Director of Operations  
Nova Classical Academy



Date 6/22/15

Bruce Dischinger  
President, Monarch Bus Service, Inc.



Date 6-22-2015