
BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action X

Item: Approval of Special Education Transportation Agreement

Submitted by: Kevin Philipps

Date: 10-13-2025

Recommended by: Kevin Philipps *KP*

Board Meeting Date: 10-20-2025

RECOMMENDATION:

It is recommended the Board approve the proposed agreement with Dean Transportation to provide special education transportation services from July 1, 2025 to June 30, 2030.

BACKGROUND:

Administration, in consultation with the Kent School Business Officials (KSBO) group, has worked with Dean Transportation on a 5-year extension of the special education transportation consortium agreement that was originally formed in 2000. A summary of the changes for this extension are provided below:

Net Percentage Increase to the Per-Diem route rate:

2025-26: 7.71% (2.31% after state reimbursement)
2026-27: 1.95% (0.59% after state reimbursement)
2027-28: 2.10% (0.63% after state reimbursement)
2028-29: 2.25% (0.68% after state reimbursement)
2029-30: 2.41% (0.72% after state reimbursement)

The increase in 2025-26 is larger due to the difference between the annual increases in the last five-year agreement versus the national inflation rate. The expiring 5-year agreement was developed in 2020 prior to the inflationary environment experienced in 2023 and 2024, which drove up the cost of labor and new buses significantly. Total inflation over the 5 years was 21% versus the cumulative 14% increase of the prior agreement. The “after state reimbursement” percentages take into account the 70.4% state reimbursement provided on all transportation costs.

Language Changes:

This agreement includes new language that provides a financial discount if a bus route is late more than 30 minutes 3 or more times in a month. The discount will be 10% for the route each day it is more than 30 minutes late after the third occurrence.

This proposed agreement has been reviewed with the Kent School Business Officials and they have unanimously approved bringing the agreement to the Board of Education for approval.

The costs of this agreement are billed back to local districts and center programs based on the services provided.

Please let me know if you have any questions concerning this agreement at your convenience.

Attachment

**TRANSPORTATION SERVICE CONTRACT
BETWEEN
KENT INTERMEDIATE SCHOOL DISTRICT
AND
DEAN TRANSPORTATION, INC.**

**SPECIAL EDUCATION
TRANSPORTATION CONSORTIUM**

**CONTRACT EXTENSION FOR
THE PERIOD OF
JULY 1, 2025 TO JUNE 30, 2030**

FINAL (10/01/2025)

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**KENT INTERMEDIATE SCHOOL DISTRICT
SPECIAL EDUCATION
TRANSPORTATION CONSORTIUM**

TRANSPORTATION SERVICE CONTRACT

(the "Contract")

This CONTRACT (the "Contract") is extended as of July 1, 2025 by and between Dean Transportation, Inc., a Michigan corporation ("Dean"), 4812 Aurelius Road, Lansing, Michigan 48910, and the Kent Intermediate School District ("KISD"), 2930 Knapp Street, N.E., Grand Rapids, Michigan 49525, hereinafter collectively the "Participants/Parties" and each a "Participant/Party."

PREMISES

A. KISD is a Participant and "Lead Agency" under a cooperative agreement (the "Cooperative Agreement") for the Kent Intermediate School District/Special Education Transportation Consortium ("the Consortium"), whereby the Consortium on behalf of six local school district Participants (Byron Center Public Schools, Godfrey-Lee Public Schools, Godwin Heights Public Schools, Grandville Public Schools, Kelloggsville Public Schools, and Wyoming Public Schools) originally conducted in 2000 a competitive selection basis for a private contractor to provide special education transportation services for the Participants and their special needs students. These LEAs comprise the geographic area of Kent ISD identified historically as Region III.

B. In conclusion of that 2000 competitive selection process, the Consortium accepted the Dean proposal dated March 27, 2000 (the "Proposal") to be the private contractor to provide special education transportation services to the Participants and their special needs students.

C. The Consortium determined that it was in the best interests of the Consortium to contract with Dean for such purposes and KISD, as Lead Agency for the Consortium, made and entered into the original Contract with Dean on July 1, 2000, and has administered the Contract with Dean for the benefit of, and on behalf of, the Participants.

D. Express authority for KISD to enter into the Contract for the benefit of, and on behalf of, the Participants, consists of Sections 627(4) and (4)(e) of the Revised School Code which direct intermediate school districts to "provide for constituent districts. . . [transportation] services that can be accomplished more cost-effectively by an intermediate school district, . . . [including authority] to charge a fee for these services, and. . . [to] contract with a third party for provision of . . . these services."

E. The Parties have negotiated a five (5) year extension of the original Contract on overall improved terms for each Party, and desire to confirm the terms and conditions of the extended Contract.

F. During the course of the first extension negotiations between the Parties, Grand Rapids Public Schools ("Grand Rapids") requested to be a Participant in the Consortium and the Consortium and Dean approved Grand Rapids' admission as Consortium Participants, such being in the best interests of special education transportation in the region, logistically, economically, and for the welfare of all students served.

G. KISD, pursuant to thirteen individual Special Education Transportation Agreements (collectively, the "SET Agreements"), has contracted with Caledonia Community Schools, Cedar Springs Public Schools, Comstock Park Public Schools, East Grand Rapids Public Schools, Forest Hills Public Schools, Kenowa Hills Public Schools, Kent City Community Schools, Kentwood Public Schools, Lowell Area Schools, Northview Public Schools, Rockford Public Schools, Sparta Area Schools, Thornapple Kellogg Schools, and participating charter schools (each, a "Participant" and collectively, the "Participants" or "LEAs") to provide transportation to and from special education program facilities within the intermediate school district for students assigned to such programs. These LEAs comprise the geographic area of Kent ISD identified historically as Region I and Region II.

H. Section I(B) of the SET Agreements authorizes KISD to contract for the management and administration of the special education transportation services provided under the SET Agreement for Regions I and II.

I. Subsequent to a Request for Proposal issued by KISD for the LEAs of Regions I and II in April 2013, KISD accepted the Proposal by Dean to continue to be the private contractor to manage, administer, and/or operate the special education transportation services for the Participants pursuant to the SET Agreements.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES UNDER THE CONTRACT, THE PARTIES AGREE TO EXTEND, AMEND AND RESTATE THE CONTRACT AS FOLLOWS:

ARTICLE I

TERM

1.1. Term. The term of the Contract shall commence July 1, 2025 and shall continue through June 30, 2030, with provision for a mutual extension option as per Section 1.2 “Contract Extension.” For purposes of the Contract, the term “Contract Year” shall mean each one year period commencing July 1 during the term of the Contract.

1.2. Contract Extension. The parties shall meet during the Spring of the fourth year of the Contract, no later than April 30, 2029, or as otherwise determined by the Parties, to mutually negotiate the rates for a five (5) year extension of the Contract effective at the end of the initial term of this contract and commencing July 1, 2030.

ARTICLE II

SERVICES

2.1. Meaning of “Services.” “Services” to be provided by Dean generally means all obligations and responsibilities of Dean under the Contract, and in particular includes actual “to and from school” transportation, special trips, CBI trips, field trips, and any other transportation services requested by a Participant and authorized by KISD for special needs students enrolled in a Participant’s schools. Services shall include all buses and other vehicles, and their equipping and maintenance, and all drivers, mechanics, aides, and supervisors, to accomplish the scope of Services, historical and projected, as set forth in Appendix A-1, and Appendix A-2 with respect to Grand Rapids, in accordance with the standards of the Contract and all applicable legal requirements, whether current or enacted in the future.

With respect to the original Participants (as set forth in Appendix A-1), and with respect to Grand Rapids (as set forth in Appendix A-2), Services shall be provided on school days and on other days designated by KISD. Services shall include all special needs student transportation necessary to meet the Participants’ regular home-to-school, building-to-building shuttles, and Services shall include other transportation for students or other authorized persons for school sponsored activities, field trips, and school related special events or excursions, or any other purpose designated by KISD, upon reasonable request of a Participant, and when such other transportation does not conflict with regular home-to-school or building-to-building shuttles, and if such other transportation does not require Dean to utilize more vehicles than the KISD has requested to be dedicated to regular transportation service.

Under the prior contract between Dean and KISD for the provision of Transportation Services for the LEAs of Regions I and II for the period comprising July 1, 2013 through June 30, 2015, any position historically provided by KISD under the preceding Transportation Service

Contract for Regions I and II (dated July 1, 2008 – June 30, 2013 between Dean Management Services, Inc. and Kent ISD) that becomes open shall be permanently replaced / provided by Dean as soon as practicable from that point forward. Within the context of Dean’s replacement of KISD staff with Dean staff: “Services” to be provided by Dean generally shall mean all obligations and responsibilities of Dean under the Contract, and in particular includes actual “to and from school” transportation, special trips, CBI trips, field trips, and any other transportation services requested by a Participant and authorized by KISD for special needs students enrolled in a Participant’s schools. Services shall include all buses and other vehicles, and their equipping and maintenance, and all drivers, mechanics, aides, and supervisors, to accomplish the scope of Services, historical and projected as set forth in Appendix A in accordance with the standards of the Contract and all applicable legal requirements, whether current or enacted in the future. Additional clarification of the responsibilities of Dean, KISD, and the LEAs are in Exhibit 1 (attached.)

2.2. Additions and Changes. Additions and changes to Services may be made at any time with the written approval of Dean. The Parties may expand the Consortium to include local school districts of KISD beyond the current Participants of the Contract if the Parties and existing Participants believe that doing so would offer additional Services or efficiencies to the expanded Consortium. The Parties recognize that the operational parameters and underlying cost drivers for any additional Service requests may differ from those of the original RFP and as a result may require the negotiation of a new applicable billing rate and/or methodology to account for such. Any additions or changes to the Services (as defined) or deviations from the compensation schedule as set forth under Appendix B-1, and Appendix B-2 with respect to Grand Rapids, shall be addressed as set forth under section 13.3 “Modifications, Amendments, or Waivers” of the Contract.

2.3. Deletions. Deletions from Services shall be made during the Contract term only for good cause or with the written approval of Dean. By way of example only, good cause would include a student moving from the Consortium area or whose needs no longer require specialized transportation services. On the other hand, again by way of example only, good cause would not include KISD’s desire to provide specialized transportation services through another provider or substantial changes in the method or approach of delivering special education programs and services e.g., stepped up implementation of the least restrictive environment requirement on a Participant-wide basis including transportation Services.

2.4. Limitation of the Consortium's Obligations. Consortium Participants are not at any time obligated to request other transportation services of Dean, nor to pay for Services not received, with the sole exception of cancellation penalties.

2.5. Consortium's Right to Contract Separately. Consortium Participants expressly retain the right to contract separately with other vendors for other transportation services. However, no other vendor shall be contracted separately for home-to-school-to-home Special Education Transportation Services, unless agreed upon by Dean.

ARTICLE III

ROUTING, SCHEDULING, AND STOPS

3.1. Routes, Schedules, and Stops. Dean shall establish routes and schedules to provide the Services by the most reasonable, direct route in compliance with applicable legal requirements and subject to the directives and approval of KISD. Pick-up and drop-off stops for each special needs student shall be established by Dean in compliance with applicable legal requirements, and subject to the directives and approval of KISD, to the extent such directives are consistent with applicable legal requirements. In all cases routes, schedules and stops must conform to all Individual Education Plan (I.E.P.) requirements. The Dean Transportation Director for the Services or designee shall be invited to all transportation pertinent I.E.P. conferences.

The Parties recognize that geographic shifts in the Grand Rapids student population across building attendance areas or the addition, deletion, or changes in Grand Rapids student transportation needs from 2024-25 to 2025-26 could alter some components of the transportation system. Dean shall continue to observe all Transportation Guidelines as developed and approved by Grand Rapids, and the Grand Rapids Superintendent or the Superintendent's designee (hereafter sometimes "Grand Rapids Administration") shall have the final approval for school bus routes and stops in accordance with applicable Michigan legal requirements.

3.2. Compliance with Plan. Dean acknowledges that KISD, pursuant to its obligations under Section 1711 of the Revised School Code, as amended, and Rule 139 of the Special Education Code (R340.1839) has the right to review and monitor the delivery of the Services to insure their compliance with applicable legal requirements and the KISD Plan. Dean further acknowledges that Grand Rapids pursuant to its obligations under Section 1711 of the Revised School Code, as amended, and Rule 139 of the Special Education Code (R340.1839) has the right to review and monitor the delivery of the Transportation Services to insure their compliance with applicable law and Grand Rapids Administration directives.

3.3. Routing Standards and Coordination. Dean shall establish routes and schedules for the safety and convenience of students, and so as to deliver students within a reasonable time prior to the beginning of the various school programs, and so as to return students to their respective stops within a reasonable time after the close of the programs. Dean shall coordinate with KISD and each Participant routing and scheduling to assure that students are transported safely, efficiently and in a timely manner. Dean shall make every effort that each Region I / II / III student not be on the vehicle more than the maximum time approved by KISD policy then in effect, with the understanding that in certain circumstances, KISD may choose to allow exceptions. With respect to Grand Rapids students, Dean shall make every effort that each student not be on the vehicle more than the maximum time approved by GRPS policy then in effect, with the understanding that in certain circumstances, GRPS may choose to allow exceptions. Dean shall perform the work diligently so as to assure adherence to the schedules, and Dean assumes responsibility for timely delivery of students to school programs. At no time shall the Dean office or garage be used as a depot for the transfer of students. To help ensure the overall efficiency of the system, neither Dean nor KISD shall permit drivers to bid on mid-day runs that would require the addition of run or spare vehicles to the fleet or to be moved between locations; however, this bidding limitation would not preclude dispatch staff from utilizing spares and/or run vehicles between locations for the coverage of open runs, leaves, and/or absenteeism.

3.4. Changes in Established Routes or Stops. Subsequent to approval by KISD of routing, scheduling and stops, Dean shall make no substantial changes thereto without prior notice to and approval by KISD. Changes to established routes, schedules or stops shall be implemented by Dean as soon as possible after request by KISD, ideally within three but no longer than five working days, unless mutually agreed upon by all affected parties (i.e. – for late student additions or changes immediately prior to the start of the school year). This timeline shall not apply to any transportation requests resulting in the requirement to implement a new run, in which circumstance, Dean and KISD shall discuss and establish the new run effective date to be communicated to parents. Additionally, out of consideration for parents who have pre-enrolled their child(ren) prior to the start of the school year and been given pick-up / drop-off times to start the year, any student transportation request received during the week immediately preceding the start of school shall not be guaranteed to commence until the second week of the school year. Similarly, student transportation requests received each subsequent week in September shall not be guaranteed until Monday of the second week following receipt of the transportation request by Dean.

3.5. Continuity of Drivers on Routes. Dean and KISD acknowledge and agree that it is in the best interest of special needs students that the drivers or attendants (if applicable) become totally familiar with routes, drops and individual student requirements, and accordingly Dean and KISD shall make maximum effort to assure continuity of drivers on specific routes. Such continuity shall apply to morning, noon, and afternoon routes whenever possible, where such consistency results in the most efficient and/or cost-effective solution from KISD's perspective. Additionally, neither Dean nor KISD shall enter into an agreement that permits its driving or any applicable attendant staff to bid off of their daily "to-and-from" school route for the express purpose of covering a field trip, sports trip, or other extra-curricular trip, but understands that Dean may require coverage of field trips, sports trips, or other extracurricular trips by a "to-and-from" school route driver under special circumstances. KISD reserves the right to request the removal of a driver or any attendant (if applicable) from a given route or from the transportation of KISD students in instances where KISD believes that excessive absenteeism by such staff member is adversely impacting any of the affected students' educational experience.

3.6. Routing Information Availability. Depending upon the operator of the run, either Dean or KISD staff shall notify the parent or guardian of each student prior to the beginning of each school year, and prior to any subsequent change, of route, schedule and stop locations and times for each student. Dean shall maintain and promptly submit to a Participant upon reasonable request, information relating to a route, schedule or stop, as well as the names, birth dates, and impairment categories of the Participant's special needs students receiving the Services, their pickup and drop-off times and locations and the schools or programs to which they are transported, prior to bidding for the start of school (targeting the middle of August) based on student information available to Dean and KISD at the time, and with updated routes by October 1 of each year. Dean shall work with KISD to maintain universal run approval processes between Dean and the KISD. All data necessary for Region I/II/III student routing, including home/daycare addresses and phone numbers for parents/guards, primary school/program assignments, and health and behavioral needs, including all pertinent IEP transportation information, shall be submitted through the Tie-Net system hosted by KISD. KISD shall make available to Dean secure access to Tie-Net student data and Dean shall work with KISD to establish data-sharing between Tie-Net and Dean's routing software.

3.7. Dispatch. Dean shall ensure that:

- (a) An appropriate size and type of vehicle is assigned to each run each day.

(b) The vehicle assigned to each run is in compliance with applicable legal and contractual maintenance requirements.

(c) All runs are assigned to a driver who is available to drive them.

(d) All runs are assigned to a driver who possesses all relevant endorsements or credentials needed to drive the type of vehicle assigned to that run and to transport the students assigned to that run.

3.8. Vehicle Breakdowns. In the event of a mechanical failure or breakdown of any vehicle while providing Services, Dean shall respond as quickly as possible with a spare vehicle for transport of students to their destination in accordance with the Contract. In Regions I and II, where on-site LEA maintenance is provided, as part of the collaborative goals of this Contract, on-site LEA mechanics shall be made available to provide support at no cost to the KISD or Dean for quick repairs (as defined in Exhibit II of this Contract), including but not limited to adding oil / fluids, tire inflation, jump starting, light bulb or lens replacement, or other typically quick-fix repairs. In order to assure compliance with this obligation, Dean shall maintain an adequate number of spare vehicles for its fleet as per the Scope of Services outlined in Appendix A.

3.9. School Schedule Changes and Saved Charges. KISD shall receive a discount, as outlined under Appendix B of this Contract, from the daily rate charge on those days when the schools and classes of a Participant are closed to ensure the health and safety of pupils, for the reason of inclement weather, remote learning, or any other lawful reason, provided that KISD or the Participant has notified Dean prior to the departure of the affected run(s) of the day schools are to be closed.

3.10. Options to Cancel. KISD or the affected Participant shall have the option to cancel without charge any scheduled non-regular trip upon notification at least 24 hours prior to the time of the first scheduled student pick-up.

3.11. Family and Public Communications. Dean shall promptly, courteously, and appropriately address any complaint or concern brought to its attention by a parent, guardian or other family or Participant party representing the interest of a student receiving Services, and shall so notify KISD. Dean and KISD shall cooperate in maintaining a good public relations program with the community and news media so that any pertinent items affecting the Services or transportation of special needs students can be brought to the attention of the public.

ARTICLE IV

DRIVERS AND SUPERVISION

4.1. Meaning of “Drivers” and “Attendants”; Grand Rapids Drivers and Aides. The term “drivers” wherever used in the Contract means any person, whether permanent, temporary, trainee, or substitute, driving a vehicle in connection with this Transportation Services contract. Drivers and attendants shall be employees of Dean, with the exception of a KISD driver or attendant hired by KISD prior to July 1, 2013 and whose employment has been continuous and uninterrupted throughout the duration of the prior contract between Dean and KISD for Region I and II Special Education Transportation Services comprising the period of July 1, 2013 through June 30, 2015. Any former or current KISD employee whose employment was previously terminated or terminates during the term of this Contract who is subsequently hired to provide any of the Services described under this Contract shall be an employee of Dean. The term “attendant” wherever used in the Contract shall be identical in context to “aide” (except that an “attendant” is an employee of Dean) and means any person, whether permanent, temporary, trainee, or substitute, whose duties are to assist the driver on a vehicle immediately before, during or after a work shift in monitoring a student’s behavioral/medical protocol as outlined under a student’s IEP in connection with the Transportation Services. With respect to Grand Rapids, the term “aide” means any person (excluding nurses), whether permanent, temporary, trainee, or substitute, whose duties are to assist the driver on a vehicle immediately before, during or after a work shift in monitoring a student’s behavioral/medical protocol as outlined under a student’s IEP or as requested by Grand Rapids Administration in connection with the Services. Dean shall provide all special education aides (excluding nurses) on behalf of GRPS for those students or runs identified by IEP and/or GRPS policy as requiring special education aide services. Dean shall assign routes and shall consult with GRPS concerning continuing assignment of aides. With respect to the transition of some Services described in Paragraph 2.1 of this Contract:

- (a) **As Employees of KISD.** Any KISD-employed drivers or attendants of a Region I or II run (pursuant to the parameters outlined in the preceding paragraph) shall mean employees of KISD provided on behalf of the Consortium by KISD to Dean to operate the vehicles provided or leased by Dean to KISD under this Contract. As employees of KISD, KISD shall have sole and independent authority as the employer to hire, discipline and terminate such drivers and attendants. Dean shall assign routes subject to the directives and approval of KISD and shall consult with KISD concerning Dean's continuing assignment of drivers to provide the Services. Except as to such training that is mutually agreed to be provided by the Road Supervisors and/or Regional Liaisons positions established and assigned under this

Contract, Dean shall provide safety training and pre-service and in-service training to drivers and driver supervisors and conduct drug and alcohol screening in accordance with this Article IV.

(b) **As Employees of Dean.** Any Region I or II driver hired on or after July 1, 2013 shall be an employee of and/or provided by Dean. Drivers and attendants shall be employees of Dean and contracted to Dean to drive the vehicles provided by Dean under this Contract. As employees of Dean, Dean shall have sole authority to hire, discipline and terminate such drivers and attendants. Dean shall assign routes subject to Dean's company policies regarding such assignments. Dean shall provide safety training and pre-service and in-service training to drivers, attendants and driver supervisors and conduct drug and alcohol screening in accordance with this Article IV.

(c) **As Employees of GRPS.** Any GRPS-employed or contracted nurse of a Region IV run (pursuant to the parameters outlined in the preceding paragraph) shall mean employees of GRPS provided on behalf of the Consortium in KISD Region IV by GRPS to as required by student IEP or assigned to a run under Region IV transportation policy. As employees of GRPS, GRPS shall have sole and independent authority as the employer to hire, discipline and terminate such nurses. Dean shall assign Dean-provided aides to routes subject to the directives and approval of KISD Region IV, where nursing level expertise is not required, and shall consult with KISD Region IV concerning Dean's continuing assignment of aides to provide the Services. GRPS shall be provide all training to any GRPS nursing staff and shall also provide any specialty training it feels appropriate to Dean-employed aides as it relates to any student IEP's needs that GRPS believes warrants additional and/or unique training to ensure safe transportation.

4.2. General Standard. For providing Services Dean shall utilize only drivers qualified and competent both in the operation of the vehicles they drive and in dealing with and handling special needs students with whom they will interact. Drivers shall be screened, qualified, licensed, certified, trained initially and annually in special education transportation services, and successfully tested for on-road driver's skills, all in accordance with the Contract, and applicable legal requirements, in particular the Pupil Transportation Act.

4.3. Pre-Employment Screening. Dean shall develop and implement a pre-employment interview and/or screening program for all candidates for employment as drivers and attendants. The screening program shall be designed to identify those candidates who may be suitable for assignment

to Services for special needs students. Dean warrants and represents that it shall comply with all applicable state and federal laws precluding the hiring of illegal workers (such as the Immigration Reform and Control Act), and Dean shall indemnify the Consortium for all claims, damages, penalties, and interest, if such laws are violated.

4.4. Licenses and Permits. Every driver must have and maintain a valid Commercial Driver's License, appropriate to the vehicle that is being driven, including any endorsement(s) issued and/or required by the State of Michigan, together with any applicable Federal licensing requirements.

4.5. Driver Qualifications. Drivers shall meet and/or comply with applicable legal standards. Drivers will be subject to periodic review and screening by KISD, Grand Rapids and/or Dean. Depending upon region of service, unless KISD or Grand Rapids are otherwise notified in writing, Dean's corporate Human Resources Department (located in Lansing, Michigan) shall maintain and store any applicable Dean personnel documents required under the law with access by KISD as appropriate to ensure KISD's ability to meet its legal requirements for reporting, documentation, and certification(s).

4.6. Health and Physical Requirements. Every driver shall be in good health and physical condition to provide Services. Drivers shall be given pre-employment and annual physical examinations. Each driver shall submit to Dean and also carry when providing Services a physician's certificate of examination, all in accordance with applicable legal requirements, in particular the Pupil Transportation Act.

4.7. Background Checks. Dean shall conduct, through the Michigan State Police, a criminal background check of all drivers and other aides who will be in contact with students, and a check of motor vehicle operation violations for drivers, all in accordance with applicable legal requirements, in particular the Pupil Transportation Act and the Revised School Code. Such background checks shall include applicable finger-print registration for FBI background checks as required under Michigan Law, or as otherwise required by any future changes in applicable state or federal law. Each driver shall have a certified safe driving record, and no felony conviction for drugs or child abuse or any other felony related to the safe transportation of children, whether or not associated with the operation of a motor vehicle, or conviction at any time of driving under the influence of alcoholic beverages. Dean shall provide drivers known to it to have six points or less on his/her driving record pursuant to the State of Michigan points system maintained by the Michigan Secretary of State. Dean shall maintain copies of Secretary of State abstracts, conviction record transcripts and references on all drivers, or at a minimum, all such documentation prescribed by law.

4.8. Safety Program. Dean acknowledges that safety is a paramount concern of KISD, and accordingly, Dean shall plan and implement a comprehensive safety program and shall ensure the availability of a qualified supervisory and/or safety employee to conduct the program. The program shall include, but not be limited to, regularly scheduled safety meetings for drivers and aides, and at a minimum shall meet and/or comply with all applicable federal and state legal requirements.

4.9. Special Expertise. When a run requires transportation of students with special needs (such as special medical care), or when a vehicle or its equipment operation requires any special expertise (e.g., wheel chair lift or a transit type bus), all drivers transporting those students or operating those vehicles shall first demonstrate proficiency and/or complete special training relevant to those special requirements (e.g., all drivers or aides who will lift handicapped children must be physically capable of performing the required lifting). The KISD may also establish and require compliance with other requirements that are rationally related to the special services to be performed.

4.10. Driver Education and Continuing Education. Dean shall ensure that every driver and driver supervisor shall have successfully completed the basic bus driver education program and continuing education programs as required by the Michigan Department of Education and shall meet and/or comply with all applicable federal and state legal requirements.

4.11. Pre-Service and In-Service Training. Dean shall provide the drivers at least 24 hours pre-service training and at least eight hours each year in-service training covering safety practices, procedures, law, and student care and discipline, which shall be successfully completed by drivers, in particular the following:

(a) Training under applicable legal requirements, in particular training required by the Michigan Department of Education to maintain the validity of the School Bus Drivers Certificate.

(1) MDE Beginning School Bus Driver Curriculum (for all new drivers)

(2) MDE Advanced School Bus Driver Curriculum (every two years, or as required under Michigan Law)

(b) Topics related to driving skills, behavioral problems, public relations with students, parents and school personnel, first aid, basic medical information, emergency procedures, student evacuation drills, including defensive driving, pre-trip procedures, accident procedures, etc.

(c) Training to meet KISD requirements in first aid, adult/child/infant Cardio Pulmonary Resuscitation, handling infectious diseases, blood borne pathogens, and behavior management.

(d) Specialized training as is necessary to prepare drivers, attendants, or aides to serve special needs students. For example, Dean shall coordinate with KISD to provide drivers and

attendants training relevant to any specialized student IEP requirements when notified by KISD or center-program staff of such additional training.

(e) Company Policies and Procedures, KISD-approved Transportation Policies and Procedures, and any new procedures under applicable legal requirements, in particular the Pupil Transportation Act.

Dean shall employ or subcontract with state-certified school bus trainers and examiners who will be available to meet the training, evaluation, and instructional needs of drivers providing Services.

Additionally, for any training applicable to KISD employees that cannot be scheduled efficiently between a driver's regular daily run assignments, Dean and KISD shall coordinate a training calendar that identifies dates that school is not in session or is in partial session during which time KISD-approved training shall be scheduled for KISD staff. Whenever possible, Dean and KISD will work to identify training dates that provide affected KISD staff with at least 90 days notice of the scheduled class(es). All training beyond that required under State & Federal Regulations must be agreed upon by the KISD Assistant Superintendent of Human Resources.

4.12. Retraining. Dean or KISD may require retraining after a preventable accident or incident or after driver's evaluation. A driver assigned such retraining may not continue to provide Services until such retraining has been successfully completed.

4.13. Drug Use Prohibition and Prevention. Drivers, attendants, or aides shall not smoke, or possess, consume or be under influence of alcoholic beverages or controlled substances on vehicles while providing Services or prior to undertaking such duty within the time frames specified in applicable legal requirements, in particular the Pupil Transportation Act, or otherwise in the exercise of reasonable judgment. Dean shall conduct or cause to be conducted tests under applicable legal requirements, or as may be additionally required by KISD, designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to:

(a) All drivers, attendants, aides, and mechanics prior to their assignment to provide Services.

(b) Any driver involved in an accident while providing Services but not absolved of fault at the scene of the accident by a Law Enforcement Officer.

(c) Any driver whom Dean or KISD has reasonable cause to believe has reported to work, is providing Services or is otherwise on a Participant's property while under the influence of drugs or alcohol.

- (d) Any driver selected for random drug and alcohol tests.

Accumulative results of such tests shall be available to KISD, or Grand Rapids depending upon the region of Service, as required under the law or as part of the MDE-required physical examination.

4.14. Dean Transportation Director. Dean shall provide an on-site, full-time experienced Transportation Director acceptable to KISD who shall be available to respond at all times routes are being run, and who shall be responsible for the performance of the Services with sufficient authority delegated by Dean with respect to all matters relating to performance of Services.

The Dean Services Manager and/or Regional Operations Manager shall meet not less than monthly with KISD (including representative Participants) to review daily operational issues, policies, and service considerations to ensure optimal effectiveness and efficiency of the system. Dean shall solicit, and KISD and the Participants shall be encouraged to provide feedback regarding the operational efficiency of the system and the Services Manager.

4.15. Adequate Management and Supervision. Dean shall be responsible that its employees are in compliance with the Contract and applicable legal requirements, and Dean shall provide adequate and sufficient management/supervisory staff to fulfill this responsibility. If Dean has reason to believe that a driver or other employee is not in compliance with, or not conducting himself or herself, or not operating a vehicle, in accordance with applicable legal requirements, including the Pupil Transportation Act, Dean shall promptly notify KISD and Dean shall take all corrective or enforcement measures pursuant to applicable legal requirements, in particular the Pupil Transportation Act, and including notification of proper officials under applicable legal requirements.

The Regional Operations Manager, Corporate Director of Operations, and other Dean Administrative staff as requested by KISD shall meet not less than quarterly with KISD (including representative Participants) to review on-going operational considerations, policies, and service considerations to ensure optimal effectiveness and efficiency of the system. Dean shall solicit, and KISD and the Participants shall be encouraged to provide feedback regarding the operational efficiency of the system and its management staff.

4.16. Driver Assignments Subject to Continuing KISD Approval. Upon request by the Consortium, subject to Dean's rights as employer to control and direct its employees, Dean shall consult with KISD concerning Dean's continuing assignment of drivers, attendants or aides to provide Services.

(a) Any driver, attendant, or aide deemed by KISD in its good faith determination to jeopardize the reputation of, or public support for, or confidence in, the provision of Services by Dean shall be transferred by Dean to functions other than Services. Such transfer, if based only on KISD determination, shall be without stigma or negative connotation.

(b) Dean shall not enter into any collective bargaining agreement or other employee contract with any of its personnel which would in any way restrict KISD approval.

ARTICLE V

STUDENT CARE, SUPERVISION AND DISCIPLINE

5.1. Operator's Full Responsibility. For runs operated or IEPs monitored by Dean employees, Dean shall be fully responsible for the care and supervision of students during their period of transportation, but with the support of applicable Consortium staff for any student disciplinary matters. The transportation of a student shall be deemed to have begun when the student prepares to board the vehicle and shall be deemed to have ended when the student has completed alighting from the vehicle at a reasonably safe place in which to alight in view of the circumstances then prevailing. Dean shall be responsible for management of drivers, attendants, and aides as outlined in Appendix A and subsets thereof.

For runs operated or IEPs monitored by KISD or GRPS employees, the respective employer shall be fully responsible for the care and supervision of students during their period of transportation, but with the support of applicable Consortium staff for any student disciplinary matters. The transportation of a student shall be deemed to have begun when the student prepares to board the vehicle and shall be deemed to have ended when the student has completed alighting from the vehicle at a reasonably safe place in which to alight in view of the circumstances then prevailing. Dean shall be responsible for management of drivers, attendants, and aides as outlined in Appendix A and subsets thereof, with the exception of any hiring, disciplinary, or termination decision residing with the respective employer of KISD or Grand Rapids drivers, attendants, or aides.

5.2. School Bus Attendants and Aides. If requested Dean shall employ and assign school bus attendants or aides based on the individual requirements of students as outlined by the IEP and directed by the Special Education Request for Transportation Form. However, Aides hired on or after July 1, 2013 shall be employees of Dean. These attendants or aides are to be assigned because of the nature and/or severity of the special needs of the student, or may be assigned due to the age of the student, such as for pre-school students. School bus attendants or aides shall meet the training and other requirements set forth in Article IV on DRIVERS AND SUPERVISION, which are applicable

to aides by reason of applicable legal requirements. Bus Attendants shall be billed back to the Participant district for which the attendant is required.

5.3. Student Discipline.

(a) Students during their period of transportation shall be under the direct authority, supervision and control of the driver of the vehicle as specified by applicable legal requirements, in particular Michigan Department of Education rules.

(b) Drivers are authorized and required to supervise and to control students during their period of transportation, but such authorization shall not include the right to administer corporal punishment, or the right to eject any offender. The school of attendance shall be responsible for student discipline.

(c) Dean shall report to the affected Participant any incidents of misconduct by a student during a period of transportation and any corrective action taken. KISD or Grand Rapids depending upon the region of Services shall provide forms for this purpose. Except in extreme circumstances, or when it constitutes a danger, no student shall be suspended from Services without following the affected Participant district's guidelines for suspension.

(d) Dean Regional Liaisons, or KISD Road Supervisors if applicable, shall assist with student discipline including attendance by drivers at parent/teacher/administrator conferences or appeals concerning transportation-related disciplinary problems.

ARTICLE VI

FACILITIES, VEHICLES, EQUIPMENT, AND FUEL

6.1. Facilities. Dean shall store, dispatch and maintain the vehicles and equipment utilized for provision of Services, and shall maintain an office from which to manage the Services at facilities located within or in convenient proximity to the Consortium.

6.2. Meaning of "Vehicles." The term "vehicles," wherever used in the Contract means school buses or other appropriate vehicles utilized by Dean to provide Services. Vehicles shall either be school buses or student transportation vehicles, as such terms are defined in the Michigan Vehicle Code and shall meet applicable legal requirements.

6.3. Vehicle Equipment. Vehicles shall be equipped as required by the Pupil Transportation Act and applicable passenger protection federal motor vehicle safety standards, and marked and painted in accordance with the specifications of Pupil Transportation Act. Vehicles shall be equipped with radio or cellular phone two-way communication and otherwise to comply with applicable legal requirements and to fulfill the requirements of the Contract. All school buses used in the provision

of the Services shall continue to be equipped with electronic reminder systems designed to reduce the likelihood of sleeping students being left on the bus at the completion of the run. Dean shall provide all standard adaptive equipment, such as lifts, wheelchair tie-downs, and seatbelts for special needs vehicles. If during the term of this Contract KISD and/or LEA policy changes require runs (which were not previously required) to be fully outfitted with star/car seats, or other special circumstances where an IEP or KISD/LEA directive requires specialty or customized adaptive equipment (such as oxygen securements, over-sized / custom-fitted belts, etc.), such equipment, as well as any delay in implementation due to production / availability of such equipment shall be the responsibility of the LEA mandating such equipment—the KISD, LEA, and Dean shall work collaboratively to help identify and facilitate viable accommodations for students in such special circumstances.

6.4. Vehicle Identification. Dean shall maintain a list of vehicles to be used to provide Services, in accordance with Michigan Department of Education and other federal or state requirements. Vehicles used for the Services shall utilize a fourteen (14) year expected in-service life and seven (7) year average age, with the understanding that spare vehicles meeting all Michigan State Police, as well as any other applicable federal and state inspection standards, may exceed the expected in-service life.

6.5. Vehicle Sufficiency. Dean shall provide vehicles in sufficient number and type to efficiently transport all special needs students for whom KISD orders Services, including an adequate number of spare vehicles to ensure continuous service without interruption per the Scope of Services outlined in Appendix A. Vehicles shall be of sufficient capacity to permit every student transported to be seated.

6.6. Vehicle Inspection. Dean shall cause vehicles to be periodically inspected in accordance with the requirements of the Pupil Transportation Act, and shall not use vehicles for Services, except to the extent inspected and permitted pursuant to the requirements of the Pupil Transportation Act. Dean shall promptly make any vehicle available to KISD at any time for inspection by KISD designee(s) and/or Michigan State Police Motor Carrier Division.

6.7. Vehicle Maintenance.

(a) Dean shall maintain all vehicles and equipment used for Services to meet all State and Federal Standards required for operation. KISD and/or Participating Region I / II LEAs shall make available at no cost to KISD or Dean vehicle parking, vehicle plug-ins if necessary, and (for those districts with on-site maintenance or driver support staff) basic pre-run maintenance support for items such as cold-starts, light-bulb changes, minor fluid level top-offs, tire inflation (as defined in

Exhibit II of this Contract), etc. In the event an LEA cannot or chooses not to provide basic light maintenance support, the LEA shall be invoiced at the pre-determined rate for the applicable time and materials for any related repair calls, including any travel time to/from the vehicle's storage location. Additional maintenance such as tire changes, preventative maintenance and/or full vehicle repair may be performed by KISD and/or Participating Districts at a rate schedule mutually agreed upon by Dean, KISD and/or the Participating Districts.

(b) Dean acknowledges that maintenance of all vehicles and equipment used for Services is of the utmost importance to KISD, and accordingly (except for Grand Rapids) Dean shall meet the following additional minimum requirements:

(i) Dean shall have a maintenance system with a comprehensive program of scheduled preventative maintenance and inspections.

(ii) Dean shall be able to supply KISD with monthly maintenance reports summarizing all repairs, parts and responsible mechanics.

(c) With respect to Grand Rapids, Dean shall utilize Grand Rapids' computerized maintenance system, or provide a computerized maintenance system with a comprehensive program of scheduled preventative maintenance and inspections.

6.8. Sale-Back or Lease of Fleet Vehicles. In the event that the Contract is terminated, regardless of reason, KISD or its designee(s) shall have the right (but not the obligation) to purchase or lease (with option to purchase) the vehicles owned by Dean and purchased from a Participant, and still in use for Services at the time of Contract termination

Any time during or immediately at the termination of the Contract, by virtue of implicit payments incorporated into the Per Mile charges of this Contract, KISD shall have the right to exercise its option to purchase some or all of the vehicles as described above at a price determined by taking Dean's full acquisition cost (including sales tax if applicable at time of original purchase) and reducing this cost by 97% of the number of years in service for each vehicle(s) divided by a fourteen year estimated vehicle "life limit". Payment for purchase of the vehicles shall be due immediately prior to the transfer of title.

6.9. Fuel. Dean shall furnish all fuel to be used for Services, as per Appendix B.

ARTICLE VII

RECORDS AND REPORTS

7.1. Special Format Operating Records. Dean shall maintain and submit to the KISD, upon reasonable notice, operating records in format approved by KISD, as follows:

(a) All information relating to routes and schedules, including the names, birth dates, and impairment categories of special needs students being transported under the Contract, their pick-up and drop-off locations, and the schools to which they are transported.

(b) All information relating to drivers, including for each driver, name, address, permit and license number, normal routing assignment, and normal vehicle assignment.

(c) All information relating to vehicles, including for each vehicle model, year, body type, odometer reading, and inspection and maintenance record.

7.2. Operating Records and Reports. Dean shall promptly make available to the Consortium any other operating records that KISD may request. Dean shall prepare and submit to KISD such reports as may be reasonably requested by KISD, and shall prepare and submit to KISD the following reports:

- (a) Final Cost Report (per school district and per student by district).
- (b) Mileage and Fuel Cost Reports (as required).
- (c) Payment Request (monthly) (i.e., detailed account of number of times each run is made).
- (d) In addition to the above, and pursuant to the timeline established in Section 10.1, Dean shall provide the following monthly, quarterly, or annual metrics and reports (in a format agreed to by the Parties in Appendix G “Metrics” to this Contract):
 - (1) Core Operations Metrics, such as staffing, student ride time, random sample-based on-time arrival rates, and/or other measures as identified by KISD and Dean;
 - (2) Fleet Services, including average age of fleet, fleet inspections, and/or other measures as identified by KISD and Dean;
 - (3) Allocation Data based on Historical Contract Models;
 - (4) Fuel Adjustment Estimates; and,
 - (5) Route & Safety Metrics, such as students per run, miles per run, DOT at-fault accident rate per mile, ride time efficiency, and/or other measures as identified by KISD and Dean.
- (e) Dean shall provide KISD upon request an opportunity to review in person Dean’s Statement of Financial Stability including a copy of its current Audit Opinion Letter within thirty (30) days of Dean’s receipt of the same, as produced for Dean’s annual financial audit. If the auditors issue any written documents expressing concern with

the financial condition of Dean, Dean will notify and provide KISD an opportunity to review such documents within thirty (30) days of receipt. Dean currently contracts with Rehmann. Dean would provide prior written notice to KISD if Dean is changing auditing firms. No copies shall be made of such financial information, and shall be kept confidential by KISD.

Dean shall prepare and submit to KISD such other reports as may be reasonably requested by KISD.

7.3. Data for State Filings. Dean shall provide the data necessary for KISD to file all State of Michigan reports required for state funding, reporting, or otherwise, including but not limited to the following:

- (a) SM 4107 Bus Inventory;
- (b) SE 4094 Transportation Expenditures; and
- (c) SE 4159SL Special Education Logs.

7.4. Accident Reports. All accidents or incidents involving any Participant's students, personnel, or property shall be verbally reported immediately to KISD and to the affected Participant. A written report shall be submitted to KISD and to the affected Participant within 24 hours. Accident reports shall clearly provide, at a minimum, the following:

- (a) Whether students were on the vehicle or loading or unloading from the vehicle at the time of the accident;
- (b) Whether any identifiable injuries occurred and the names of the injured persons;
- (c) The driver, location, involvement of other vehicles, and nature and extent of any property damage;
- (d) Any accident and incident reports completed by Dean's management or drivers; and
- (e) Name and badge number of the reporting officer.

7.5. Police and State Reports. Dean shall further obtain and provide to KISD and to the affected Participant any accident reports obtainable from law enforcement agencies as soon after the accident as they become available. Dean shall also submit all required reports to the Michigan Department of Education and Michigan State Police Motor Carrier Division. An accident shall be defined as any incident in which there was any damage to any property, vehicle, and/or any injury to any person.

7.6. Consultations. Dean shall consult with KISD upon request on routine organization and operation matters concerning Services, provided that such consultation does not disrupt Dean's ability to perform the Services.

ARTICLE VIII **COMPENSATION**

8.1. Compensation. With respect to the original Participants, KISD shall pay to Dean for providing Services compensation in accordance with the terms of Appendix B-1. With respect to Grand Rapids, KISD shall pay to Dean for providing Services compensation in accordance with the terms of Appendix B-2. On or before the 20th day of each month, Dean shall provide to KISD a statement of charges on such form as mutually agreed upon by KISD and Dean. KISD shall pay Dean for such charges within 15 calendar days from the date the statement is received. Participant LEAs shall utilize MiPSE and/or the Dean-provided web interface to verify students lists no later than the 10th of each month for the preceding month to reduce and/or eliminate potential misallocation of student costs by KISD/Dean via the billings allocation process. Re-allocations (if approved by KISD on behalf of the LEA) shall take place up to two (2) times per year, and shall be in conjunction with the January and June billings (if necessary) to avoid delay of the billing process.

8.2. Dean Responsibility for All Costs. With respect to the original Participants, Dean shall procure at its expense all facilities (except as to those facilities provided by the LEAs or KISD for vehicle storage / parking or as otherwise indicated in this Contract for Regions I and II), vehicles, equipment, supplies, utilities, licenses, permits, fuel, or any other items necessary to provide the Services, except bus drivers and aides hired by KISD prior to July 1, 2013, unless otherwise agreed to in writing by KISD.

With respect to Grand Rapids, but in no way affecting the interpretation of the general, but broadly inclusive language of the proceeding subsections, Dean shall procure at its expense all transportation office staff, drivers, and mechanics necessary with the sole exception of aides, unless otherwise agreed to in writing by Grand Rapids Administration. Such expense shall include all costs of employment, including employee compensation, benefits, payroll taxes, workers' compensation insurance, unemployment insurance, vehicles, vehicle maintenance, fuel, facilities, hardware, telephone line and usage, cell phone, standard office equipment and supplies and any other related costs of employment or operations, mandatory or otherwise, unless specifically provided otherwise in the Contract. Utilization of Grand Rapids Facilities and the existing infrastructure by Dean, if

applicable under Section 6.1 of the Contract, shall be subject to a separate Lease Agreement between Grand Rapids and Dean.

Dean shall provide the routing software, as well as route tracking software Here Comes The Bus along with applicable parent and staff annual training (as determined by GRPS and Dean), and support for routing software-related issues, including network support for the software. Grand Rapids shall provide support for any potential integration of Grand Rapids student data with Dean VersaTrans routing software, including access to any student address, daycare, school/program, impairment, behavioral, medical or emergency contact data to the extent that such data might impact Dean's ability to safely transport Grand Rapids students pursuant to the requirements of FERPA.

8.3. Material Changes in Services. In the event that Services materially change during the term of the Contract, including any extensions or renewals, then at the request of either Party, the rate(s) of compensation payable under the Contract shall be renegotiated.

ARTICLE IX

INDEMNIFICATION AND INSURANCE

9.1. Indemnification by Dean. To the extent permissible by law, Dean shall hold harmless, indemnify, or cause to be reimbursed, KISD and other Consortium Participants, and their representatives, from all liability of every kind, and nature arising from accident, negligence, or any cause whatever that such Consortium Participants may suffer, including the costs of legal defense, by reason of:

- (a) Injury to Dean employees or Consortium Participant employees;
- (b) Any injury to person or property sustained by any person, firm, or corporation, however caused by any act, neglect, default, or omission of Dean, or by any person, firm, or corporation employed by Dean acting directly or indirectly for Dean, in connection with Dean's performance under the Contract.

9.2. Indemnification by Kent ISD and Grand Rapids. To the extent permissible by law, KISD and Grand Rapids shall hold harmless, indemnify, or cause to be reimbursed, Dean from all losses, damages, claims, causes of action, liabilities, fees, and costs, of every kind and nature relating to:

- (a) any injury to Dean employees or Consortium participant employees, and
- (b) Any injury to person or property sustained by any person, firm, or corporation, however caused by any act, neglect, default, or omission of KISD or Grand Rapids, or by any person, firm, or corporation employed by KISD or Grand Rapids acting

directly or indirectly for KISD or Grand Rapids, in connection with KISD's or Grand Rapids' performance under the Contract.

9.3. Types of Dean Insurance. Dean shall obtain and maintain in full force and effect the following insurance covering all insurable risks associated with its obligations under the Contract and insuring the interests of itself, and KISD, and other Consortium Participants and their representatives, generally of the following types and limits:

(a) Workers' Compensation Insurance for Dean employees which meets Michigan statutory requirements.

(b) Comprehensive General Liability Insurance, covering actions, activities and performance of Dean and its employees assigned under the Contract; coverage to be broad form including contractual liability and not excluding sexual harassment and molestation; limits of coverage shall be no less than \$3,000,000 per occurrence/\$3,000,000 annual aggregate.

(c) Errors and Omissions and Professional Liability insurance on Dean employees; limits of coverage shall be no less than \$500,000 per occurrence/\$1,000,000 annual aggregate.

(d) Comprehensive Automobile Liability Insurance (fleet vehicles, owned, hired, and non-owned).

- | | | |
|------|---|---|
| (i) | Bodily injury: | \$1,000,000 each Person
\$1,000,000 each Occurrence
\$2,000,000 Aggregate |
| (ii) | Property Damage: | \$1,000,000 each Occurrence
\$2,000,000 Aggregate |
| (e) | Umbrella Excess Liability (over Automobile) | |
| (i) | Combined Bodily Injury and/or
Property Damage: | \$9,000,000 each Occurrence |
| (ii) | Combined Bodily Injury and/or
Property Damage: | \$9,000,000 aggregate |

If during the Contract term, changed conditions or other pertinent factors should in the reasonable judgment of KISD render inadequate the insurance limits, Dean will furnish or request such additional coverage as may reasonably be required and available under the circumstances. The limits of coverage as may be agreed upon by the Parties shall not be construed as a limit on Dean's potential liability to KISD or other Consortium Participants.

9.4. Insurer Qualifications. The insurance must be effected under valid and enforceable policies, issued by insurers licensed and admitted to do business in Michigan and, which have an A.M. Best rating of at least A, or pursuant to the requirements of the Michigan Department of Transportation and U.S. Department of Transportation for “For Hire” passenger carriers. Dean’s insurance carrier must be reputable and acceptable to KISD, but acceptance of any licensed qualifying carrier shall not be unreasonably withheld.

9.5. Insurable Interest. Any vehicle leased by Dean to KISD under this Contract, but operated by Dean staff in the performance of this contract shall be insured by Dean as the Primary Operator with an ownership (Lessor) interest in the vehicle. Any vehicle leased by Dean to KISD under this Contract, and operated by KISD staff in the performance of this contract shall be insured by KISD as the Primary Operator with a Lessee interest in the vehicle.

9.6. Evidence of Insurance. Insurance policies for KISD-operated fleet vehicles must name Kent ISD as the insured, and Dean and the Participants as additional insureds, and shall not be cancelable, non-renewable, reduced or materially changed without at least 30 days notice to Dean. KISD must submit a certificate(s) of the required insurance issued to Dean at the time KISD executes the Contract, and shall provide copies of the insurance policies upon request. Failure to request or obtain evidence of insurance shall not be construed as a waiver of KISD’s obligation to provide the required insurance.

Insurance policies for Dean-operated fleet vehicles must name Dean as the insured, and KISD and the Participants as Additional Insureds, and shall not be cancelable, non-renewable, reduced or materially changed without at least 30 days notice to KISD. Dean must submit a certificate(s) of the required insurance issued to KISD at the time Dean executes the Contract, and shall provide copies of the insurance policies upon request. Failure to request or obtain evidence of insurance shall not be construed as a waiver of Dean’s obligation to provide the required insurance.

ARTICLE X

REMEDIES INCLUDING TERMINATION

10.1. KISD Remedies. In addition to any other rights KISD may have, KISD shall have the right to declare Dean in default and terminate the Contract if:

- (a) Dean becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it.
- (b) Dean shall abandon the Services.
- (c) Dean shall refuse to proceed with the Services when and as directed by KISD.

(d) Dean shall assign, transfer, or otherwise convey the Contract other than as herein specified.

(e) KISD shall be of the opinion that Dean is or has been willfully, or in bad faith violating any of the provisions of the Contract.

(f) Dean or its agents, servants, or employees have violated any applicable legal requirements.

(g) Services have been provided in a manner that imperils the safety of the passengers.

(h) Deans is subject to liens due to non-payment of payroll taxes.

(i) Dean fails to maintain vehicles in accordance with legal vehicle standards or in accordance with KISD's vehicle standards.

(j) Dean fails to adhere to the routes, runs, and schedules approved by KISD.

10.2. Dean Remedies. In addition to any other rights Dean may have, Dean shall have the right to declare KISD in default and terminate the Contract if:

(a) KISD ceases to exist as an entity, or the Consortium is disbanded, for any reason.

(b) Requests for Services fall below that level determined annually by agreement of the parties, on or before each anniversary of this Contract, as a minimum level of Services.

(c) KISD refuses to provide support and assistance, including aides, information services, or student disciplinary support contemplated by the Contract or otherwise made necessary by the requirements of the Contract, to allow Dean to reasonably perform its obligations under the Contract.

(d) Dean shall be of the opinion that KISD is or has been willfully, or in bad faith, violating any of the provisions of the Contract; including but not limited to, in bad faith withholding approvals or imposing directives where the Contract gives KISD authority to approve or direct.

(e) KISD or its agents, servants, or employees have violated any applicable legal requirements.

(f) KISD fails to make payment to Dean pursuant to the requirements of the Contract, and such non-payment is not cured within thirty (30) days after notice from Dean to KISD.

10.3. KISD Remedy Procedure. Kent ISD may terminate this Contract for cause based upon the failure of Dean to comply with the terms and/or conditions of this Contract, provided that Kent ISD shall give Dean written notice specifying Dean's failure. If within thirty (30) days after receipt of such notice Dean shall not have either corrected such failure or proceeded diligently to correct such failure, then Kent ISD may, at its option, terminate the Contract on the date specified in such notice.

10.4. Dean Remedy Procedure. Dean may terminate this Contract for cause based upon the failure of Kent ISD to comply with the terms and/or conditions of this Contract, provided that Dean shall give Kent ISD written notice specifying Kent ISD's failure. If within thirty (30) days after receipt of such notice Kent ISD shall not have either corrected such failure or proceeded diligently to correct such failure, then Dean may, at its option, terminate the Contract on the date specified in such notice.

10.5. Oversight. Dean or KISD may call a meeting at any time to review the quality of Services or for any other issue that may arise under the Contract.

10.6. Force Majeure. In the event and to the extent either Party is unable to perform its obligations under the Contract because of any act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond such Party's control, such Party shall be excused from performance of the Contract.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

11.1. Confirmation of Warranties and Representations. Dean acknowledges and confirms the effectiveness and reliability of any representations, warranties and covenants expressed by Dean in its Proposal. KISD acknowledges and confirms the reliability of any representations, warranties and covenants expressed by KISD in its Request for Proposal

11.2. Truth of Proposal and Reports. Dean hereby warrants and represents to KISD that all information contained in its Proposal, and in any data or reports submitted to KISD, pursuant to or in preparation of the Contract, is or shall be complete, true and correct. KISD and Grand Rapids with respect to its request for proposals, hereby warrants and represents to Dean that all information contained in its Request for Proposal, and in any data or reports submitted to Dean pursuant to or in preparation of the Contract, is or shall be complete, true and correct in all material respects.

11.3. Familiarity. Dean warrants and represents that it is familiar with the local conditions, i.e., roads, weather, urban versus suburban versus rural, etc., under which the Services are to be performed. Dean's price Proposal is based upon personnel and equipment described in the RFP and in accordance with local conditions without exception.

11.4. Binding Contract. Dean warrants and represents that (i) it is a duly organized entity with full power and authority to enter into and perform the Contract; (ii) all necessary approvals for the execution, delivery, and performance of the Contract by Dean have been obtained; (iii) the Contract

has been duly executed and delivered by Dean; and (iv) the Contract constitutes the legal and binding obligation of Dean, enforceable in accordance with its terms.

KISD warrants and represents that (i) it is a duly organized entity with full power and authority to enter into and perform the Contract; (ii) all necessary approvals for the execution, delivery, and performance of the Contract by KISD have been obtained; (iii) the Contract has been duly executed and delivered by KISD; and (iv) the Contract constitutes the legal and binding obligation of KISD and the Consortium participants, enforceable in accordance with its terms.

11.5. General. Dean and KISD agree that their representations, warranties, and covenants shall survive the execution and delivery, and if appropriate, the termination of the Contract.

ARTICLE XII

COMPLIANCE WITH LAWS AND PLAN

12.1. Meaning of “Applicable Legal Requirements”. The term “applicable legal requirements” as used in the Contract means all federal, state and municipal laws and regulations applicable to:

(a) The transportation of students to or from schools, school-related events, and extracurricular activities, including requirements as to students who must be offered Services, and persons other than students who may or may not be offered transportation services in vehicles with students.

(b) The equipping, condition and testing of school buses and other student transportation vehicles.

(c) The qualification, licensing, testing, screening, training, and manner of vehicle operation of drivers providing student transportation services, including but not limited to the Michigan Vehicle Code MCL 257.1 – 257.1877, and in particular, the Michigan Pupil Transportation Act, MCL 257.1801 – MCL 257.1877, and the Revised School Code, MCL 380.1 – 380.1853, and all regulations thereunder, including, but not limited to, the regulations of the Michigan Department of Education or its State Board of Education or Superintendent of Public Instruction, and the Michigan State Police, and the policies of the State Board of Education and the Boards of Education of Participants.

12.2. Familiarity with Applicable Legal Requirements. Dean acknowledges that it is Dean’s contractual and professional obligation to be fully familiar with all federal and state laws or regulations and local ordinances or any other governmental requirement with legal effect applicable to the Services or Dean’s other obligations under the Contract, all of which are referred to in the Contract as “applicable legal requirements,” and Dean warrants, represents and covenants that it is

fully familiar with, and takes full responsibility for continuing familiarity, understanding and compliance with, applicable legal requirements.

12.3. Compliance with Applicable Legal Requirements. Dean shall comply with all federal, state, and municipal laws and regulations bearing on the performance of the Contract, as referred to throughout the Contract as “applicable legal requirements,” including Family Educational Rights and Privacy Act (FERPA) requirements as addressed in Appendix F.

12.4. Compliance with Plan. All Parties shall comply with all provisions of the KISD’s special education plan. In the event any portion of the KISD plan relating to the provision of transportation services is being considered by the KISD for possible amendment, Dean shall be notified and consulted. In the event any such provision is amended, and either the KISD or Dean believes the amendment significantly affects the cost of providing Services, either Party shall have the right to renegotiate any portion of Appendix B-1 or B-2 regarding compensation which may be affected by the amendment. The “Proposed Amendment to the KISD Plan for the Delivery of Special Education Programs and Services” has been adopted and shall be considered by the Parties as a part of the Contract. In the event any portion of the Amendment is deleted or amended and either KISD or Dean believes the deletion or amendment significantly affects the cost of providing services under the Contract, either Party shall have the right to renegotiate any portion of Appendix B-1 or B-2 regarding compensation which may be affected by the amendment.

12.5. Change in Applicable Legal Requirements. In the event that there is any change in applicable legal requirements requiring a material change in delivery methodology or underlying cost of providing the Services, then at the request of either Party, the rate(s) of compensation payable under the Contract shall be renegotiated.

ARTICLE XIII

MISCELLANEOUS

13.1. Non-Assignability. Neither the Contract nor any part of it shall be assigned or subcontracted by Dean without the prior written consent of KISD.

13.2. Notices and Communications. All notices, requests, or other communications related to the Contract shall be made in writing and may be given by personal delivery or depositing the same in the United States mail, postage prepaid, to the signatory on the Contract, addressed as set forth in the beginning of the Contract or to Participants or a different representative as directed, in writing, by a Party.

13.3. Modifications, Amendments, or Waivers. Modifications, amendments, or waivers of any provision of the Contract may only be made upon the written mutual consent of the Parties. Such modifications, amendments, or waivers shall be signed by the Parties, shall be added to the Contract in the form of an Appendix, Attachment, Exhibit, Amendment or Waiver, and shall form an integral part of the understandings and agreements between the Parties and are as such a part of the Contract.

13.4. Completeness of Contract. All prior agreements between the Parties regarding the provision of Services are hereby terminated; provided, however, that for construction of the meaning of any ambiguous or omitted Contract term, the RFP, or Grand Rapids RFP when pertinent, may be referenced and the Proposal may be referenced to the extent the Proposal expressly states it is an exception to the RFP. The Contract and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, regarding the subject matter of the Contract, or any part thereof, shall have any validity or bind the Parties.

13.5. Waiver of Breach. The waiver by a Party of any breach of any provision of the Contract by the other Party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Contract.

13.6. Severability. The terms and provisions of the Contract are severable and in the event any of them shall be held to be invalid, the Contract shall be interpreted as if such invalid term or provision were not part of the contract.

13.7. Attached Appendices. All of the attached appendices form an integral part of the understandings and agreements between the Parties and are as such a part of the Contract.

KENT INTERMEDIATE SCHOOL DISTRICT

Dated: _____

By: _____

Its: _____

DEAN TRANSPORTATION, INC.

Dated: _____

By: _____

Its: _____

APPENDIX A-1

SCOPE OF SERVICES FOR KISDR123

The Parties hereby agree that the Scope of Services requested of Dean by KISD as of the date of this Appendix is as follows:

1. Dean shall provide complete Special Education Transportation Services under the terms of this contract. Such Transportation Services shall include Special Needs students who are required by I.E.P. to utilize dedicated Special Needs Transportation Services.
2. Dean shall provide complete Special Needs Field Trip, Sports Trip, Extracurricular Trip transportation services to KISD under the terms of this contract. Dean acknowledges that KISD expressly retains the right to contract separately with Dean or other vendors for non-student or non-“home-to-school” Special Needs student transportation services.
3. Dean shall assist in the coordination of Bus Aide and KISD Staff Training at the request and/or approval of KISD.
4. If required by KISD or the State of Michigan, Dean shall provide enhanced cleaning of the bus fleet pursuant to a specific Cleaning Schedule with corresponding pricing that shall be agreed to in writing referred to as Exhibit A of this Agreement. KISD shall have the right to require a Cleaning Schedule that exceeds State of Michigan or local health department requirements at its discretion, subject to the pricing of such schedule.

The Parties agree pursuant to Article II Paragraphs 2.2 and 2.3 that additions to and/or deletions from the Service must be agreed to in writing and subject to all other conditions of the Contract. Appendix A-1 (Scope of Service) may be modified at any time pursuant to the conditions of the Contract.

KENT INTERMEDIATE SCHOOL DISTRICT

Dated: _____

By: _____

Its: _____

DEAN TRANSPORTATION, INC.

Dated: _____

By: _____

Its: _____

APPENDIX A-2

SCOPE OF SERVICES FOR GRAND RAPIDS

The Parties hereby agree that the Scope of Services requested of Dean by GRPS as of the date of this Appendix is as follows:

1. Dean shall provide complete Special Education Transportation Services under the terms of this contract. Such Transportation Services shall include Special Needs students who are required by I.E.P. to utilize dedicated Special Needs Transportation Services.
2. Dean shall provide complete Special Needs Field Trip, Sports Trip, Extracurricular Trip transportation services to GRPS under the terms of this contract. Dean acknowledges that GRPS expressly retains the right to contract separately with Dean or other vendors for non-student or non-“home-to-school” Special Needs student transportation services.
3. If required by GRPS or the State of Michigan, Dean shall provide enhanced cleaning of the bus fleet pursuant to a specific Cleaning Schedule with corresponding pricing that shall be agreed to in writing referred to as Exhibit A of this Agreement. GRPS shall have the right to require a Cleaning Schedule that exceeds State of Michigan or local health department requirements at its discretion, subject to the pricing of such schedule.

The Parties agree pursuant to Article II Paragraphs 2.2 and 2.3 that additions to and/or deletions from the Service must be agreed to in writing and subject to all other conditions of the Contract. Appendix A-2 (Scope of Service) may be modified at any time pursuant to the conditions of the Contract.

GRAND RAPIDS PUBLIC SCHOOLS

Dated: _____

By: _____

Its: _____

DEAN TRANSPORTATION, INC.

Dated: _____

By: _____

Its: _____

APPENDIX B-1

TRANSPORTATION COMPENSATION

CONDITIONS:

1. Regular route charges shall be assessed on a Per Diem plus Variable Hourly operated basis.
2. The Per Diem base charge shall cover the first four (4) hours of service per day per Bus (and per Attendant if applicable) on regular routes.
3. The Variable Hourly charge for regular routes and attendant charges shall only apply to those hours in excess of the Per Diem base in Condition 2 of this Appendix. Variable Hours shall be calculated to the nearest 10th of an hour and shall be agreed to by November 1 by Dean and the District. The measurement week used in determining the Variable Hours will be the October Transportation count week for school year runs, or the first full week in which all programs served by the transportation system are in full operation. The measurement week for summer runs shall be determined by the first full week in which all of a run's programs are in regular session. The daily actual hours or the Per Diem Base of 4.0 hours, whichever is greater, shall be totaled for the week. The sum of those hours shall be divided by the number of actual run days for that week, and any hours in excess of the 4.0 hour Per Diem Base will be the Variable Hours for that run.

The Variable Hours shall remain at the agreed upon amount until such time changes occur that cause a 15 minute increase or decrease in the hours, or as measured by a billing period's most representative service week in which all programs served by the transportation system are in full operation. The District shall have the right to review and discuss all run or route changes with Dean.

By way of example:

Example A: A five (5) day per week Fall Run.

	Run Hours	Run Minutes	Convert to Decimal	Billable Run Hours
• Monday	4	15	4.3	4.3
• Tuesday	4	5	4.1	4.1
• Wednesday	3	45	3.8	4.0
• Thursday	4	30	4.5	4.5
• Friday	4	20	4.3	4.3
Total	19	115	21.0	21.2
			Run Days	5
			Average daily hours/run	4.2
			Minimum hours/run	4.0

Example A Daily Run Variable Hours	0.2
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Example B: A four (4) day per week Summer Run.

	Run Hours	Run Minutes	Convert to Decimal	Billable Run Hours
• Monday	3	50	3.8	4.0
• Tuesday	4	5	4.1	4.1

• Wednesday	4	0	4.0	4.0
• Thursday	4	15	4.3	4.3
• Friday	0	0	0.0	0.0
Total	15	70	16.2	16.4
			Run Days	4
			Average daily hours/run	4.1
			Minimum hours/run	4.0

Example B Daily Run Variable Hours	0.1
---	------------

4. Regular route bus hours shall be determined from the vehicle storage facility located at 4155 Trade Drive SE, Grand Rapids, Michigan 49508, unless an alternate location is mutually agreed upon.
5. The charges for regular route buses transporting students from multiple school districts shall be prorated between those districts by KISD.
6. Field trips, CBI trips, or other special trips shall be charged on an hourly basis. Dean reserves the right to provide field trips or special trips at a reduced charge, or at no charge, at the discretion of Dean (such as Special Olympics trips). Time calculations shall be determined as in Item 4, or by the marginal amount of time such trip adds to a bus already in service if less.
7. a. All Bus & Driver Per Diem and Variable Hourly charges identified in Items 1 through 3 of the "CHARGES" section below shall increase July 1 of each contract year over the life of the Agreement as follows:

Period	Base Year
2025-26	
2026-27	3.75%
2027-28	3.75%
2028-29	3.75%
2029-30	3.75%

- b. The Fuel Adjustment Base Cost shall remain fixed for the duration of the contract.
8. Pursuant to Section 3.9 of this Contract, KISD shall receive a discount from the ordinary daily rate charge on those days when the schools and/or classes are closed, or transportation services are suspended, to ensure the health, security, and safety of pupils, for the reason of inclement weather, medical epidemic, state-declared emergency, or any other lawful reason, including instructional delivery shifts to distance learning that reduce or eliminate the anticipated need for transportation for periods of the regular school year or summer program.

The Parties collectively recognize that the Per Diem Billing Methodology utilized under this Contract affords KISD and the Contractor a simple mechanism to capture and spread the fixed costs of the Contractor's management, dispatching, route planning, staffing, training, vehicles, vehicle insurance, maintenance, facilities, insurance, technology & software, etc. evenly throughout KISD's school year for the convenience of invoicing and budgeting between KISD and the Contractor. While the transportation of School District students is the ultimate purpose of this Contract, the pricing covers myriad other requirements of the

Contractor that occur regardless of whether student transportation occurs on a given day.

- a. **Standard Closures / Transportation Suspension.** KISD shall receive a **45% discount** from the Bus & Driver ***KISDR12-D, KISDR12-H*** and ***KISDR3*** daily rate charges and a **25% discount** from the Bus & Driver ***KISDR12-K*** daily rate charges (*based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period*) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

The School District shall receive a **85% discount** from the Bus Attendant daily rate charge (*based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period*) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

- b. **Extended Closures / Transportation Suspension.** If the closure period exceeds ten (10) scheduled school days and Dean is notified in advance by School District of such duration, so that the Contractor may preemptively reduce staffing and/or services as practical, then KISD shall receive a **50% discount** from the Bus & Driver ***KISDR12-D, KISDR12-H*** and ***KISDR3*** daily rate charges and a **30% discount** from the Bus & Driver ***KISDR12-K*** daily rate charges (*based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period*) on those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

The School District shall receive a **85% discount** from the Bus Attendant daily rate charge (*based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period*) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

- c. **Credit Back to District of Make-up Days.** If the combined in-session / operational service days (for which KISD is invoiced at regular rates) plus inclement weather / special closure days (for which a discounted fee was applied) exceeds a weighted average of **183.5** expected days for affected runs (including Summer Program days), the discounted rate fee for any such days above the expected days shall be credited back to KISD.
- d. Additionally, the Per Diem rate was calculated utilizing a system-wide average of academic year service days and summer runs equivalent to **183.5** average days per academic year run (e.g., KISDR12 projected at **67** Academic Year runs at **176** days and **23** Summer Program runs at **21** days and KISDR3 projected at **52** Academic Year runs at **176** days and **21** Summer Program runs at **19** days.) If there were a significant modification to the system as described in Appendix A (e.g. 10% or more increase or decrease in overall system size), Dean and KISD may, by mutual agreement, adjust the base charges to reflect such cost changes.

9. In the event that there are significant, documented increases or decreases in the costs of providing transportation services under this Agreement, Dean and the District may, by mutual agreement, adjust the base charges to reflect such cost changes.
10. The base Per Diem and Variable Hourly charges shall be adjusted relative to the per gallon cost of Ultra Low Sulfur Diesel fuel (net of federal and state taxes when permitted by state and federal law) as determined by the Petroleum Administration for Defense District Midwest Region (PADD II) reported in the "Retail On-highway Diesel Prices" published by the Energy Information Agency of the Department of Energy. The fuel adjustment shall increase or decrease the base transportation rates by \$0.28 per hour (for each hour of service) for each ten (10) cent per gallon increase or decrease in fuel costs, relative to the Benchmark Price Per Gallon below.
11. In the event a bus route is late 30 or more minutes for either drop off or pick up at the school three or more times in a month, starting on the third occurrence KISD shall receive a 10% discount from the Bus & Driver KISDR12-D, KISDR12-H, KISDR3 and KISDR12-K daily rate charges (based on the average daily run hours for the affected billing period) on those days when transportation services are late to arrive for drop off or pick up at the school.

The Parties agree in good faith, that this provision shall not apply for Force Majeure events as defined in Section 10.6 of this Contract, or other factors deemed valid in good faith by and at the discretion of KISD as a valid explanation for a bus delay.

For long-term road conditions, such as construction, Dean is expected to consult with KISD as to the expected impact of such on parents (e.g., in terms of earlier / later pick-ups / drop-offs if necessary to ensure on-time arrival at programs), splitting/adding of runs (if required to compensate for route delays during construction or adverse road condition / closure period). If a new run is approved by KISD, such penalties shall not apply during the period required to acquire additional vehicle(s) if necessary and/or driving staff.

CHARGES (FOR YEAR 1 2025-26)

1. BUS & DRIVER (REGULAR ROUTE BASE RATE CHARGE)

	Per Diem	Variable Hourly
Bus & Driver Rate (KISDR12-K)	\$ 303.67	\$ 19.45
Bus & Driver Rate (KISDR12-H)	\$ 360.76	\$ 23.46
Bus & Driver Rate (KISDR12-D)	\$ 495.85	\$ 51.89
Bus & Driver Rate (KISDR3)	\$ 499.92	\$ 49.99
Air Conditioning Protocol Premium*	\$ 16.46	
On-bus Two Camera Premium*	\$ 0.00 [INCLUDED]	
HCTB & Z-Pass *	\$ 3.03	

* Once required, A/C and/or Camera Premium(s) are charged year-round permanently from installation date forward to avoid seasonal fluctuations in billing and to recoup fixed installation cost.

SPECIAL NOTE: The Pre-2024 Bus Credit for a 119-Run system was estimated based upon 125 total Pre-2024 school buses for Year 1 (out of 147 total projected buses), reduced each subsequent year in the Cost Projections provided to the District by an amount equivalent to the number of estimated replacements for each given year. By way of example, the credit presented in the cost projections was calculated as 125 estimated Pre-2024 buses X \$2,032.10 (credit per bus) for a total Year 1 (2025-26) credit of \$254,012. The degree to which the actual number of runs and buses requiring replacement and/or retirement in any given year deviates from the original 2025-26 projections would affect the projected Pre-2024 Bus Credit in a pro-rata manner. Credit will be issued during the primary academic year billing periods of September through May in nine (9) equal installments that could be impacted by a change in the number of Pre-2024 buses during a given month.

2. BUS & DRIVER (FIELD TRIPS, CBI TRIPS, OR OTHER SPECIAL TRIPS)

	Variable Hourly
KISDR3 Vehicle In-service Time (travel, loading, and unloading)	\$ 68.95
KISDR3 Waiting Time (if driver required to stay with group)	\$ 43.37
KISDR12-K Vehicle In-service Time (travel, loading, and unloading)	\$ 17.83
KISDR12-K Waiting Time (if driver required to stay with group)	\$ 17.83
KISDR12-D Vehicle In-service Time (travel, loading, and unloading)	\$ 68.95
KISDR12-D Waiting Time (if driver required to stay with group)	\$ 43.37

3. IEP OR KISD-MANDATED ATTENDANT

	Per Diem	Variable Hourly
Attendant Rate	\$ 111.56	\$ 27.89

This rate is for para-professional staff who are not expected to hold nursing or similar certifications. If, due to legislation or otherwise, attendants are required to have such certification, and the rate of pay is greater than for existing trained lay-persons a new rate may be added for such certified personnel.

4. FUEL ADJUSTMENT BASE COSTFixed Benchmark Price Per Gallon **\$ 3.00**

Fuel Cost		Per Hour Adjustment
\$3.500	\$3.599	\$1.40
\$3.400	\$3.499	\$1.12
\$3.300	\$3.399	\$0.84
\$3.200	\$3.299	\$0.56
\$3.100	\$3.199	\$0.28
\$3.000	\$3.099	\$0.00
\$2.900	\$2.999	-\$0.28
\$2.800	\$2.899	-\$0.56
\$2.700	\$2.799	-\$0.84
\$2.600	\$2.699	-\$1.12
\$2.500	\$2.599	-\$1.40

The above table is not all-inclusive, but represents the range from \$0.50 less than the benchmark to \$0.50 more than the benchmark. Per Hour Adjustments would continue to increase or decrease consistent with the above methodology for fuel costs above or below the table range, respectively.

5. SYSTEM MODIFICATION NOTES (RELATIVE TO PRE-EXTENSION STRUCTURE)

- KISDR12-D Rates incorporate Inter-office Deadhead for Sub Drivers within assigned Region
- KISDR12-K Rate assumes KISD provides all Driver & Sub Support (Drivers, Subs, Road Supervisors as necessary) for all KISD absences, vacations and leaves
- KISDR12-H Rates applies to:
 - Runs where KISD requests sub coverage from Dean for otherwise KISD-operated runs or
 - Open Runs being transitioned to Dean but being covered by KISD Staff
- KISDR12 Rates do not include Regional Liaison positions
- KISDR3 Regional Liaison Position Included (similar to KISD Road Supervisor)

6. RATE APPLICABILITY AND SERVICE TRANSITION DETERMINANTS

- SERVICE TRANSITION GOAL. When a KISD12-K run is released by KISD to Dean, the goal shall be to have such run covered by Dean within 6 weeks of the date it was relinquished (unless such date was known in advance) to allow for the posting, advertising, hiring, training for the Dean-provided replacement drivers of such runs.
- RATE APPLICABILITY IN SHORT-TERM COVERAGES. Day-to-day call-ins and/or spot coverage of a run (or route) shall not affect the primary rate in effect for the run, relative to the applicability of the primary rate codes described in Item 5. This applies to “short-term” coverages, where short-term is in general presumed to be five (5) days or less, and is not applicable to personal leaves, vacations, consecutive personal days, administrative leaves, and/or similar time off.

APPENDIX B-2
COMPENSATION FOR GRAND RAPIDS PUBLIC SCHOOLS
SPECIAL EDUCATION TRANSPORTATION

CONDITIONS:

1. Billings will be calculated on a Per Mile basis for Driver/Vehicle for "To and From School" transportation. All non-"To and From School" transportation shall be billed hourly as outlined below.
2. Regular run changes shall be assessed on a per mile operated basis
3. Regular run bus miles shall be determined from the GRPS Transportation Facility located at 900 Union Avenue, Grand Rapids, Michigan 49503, unless an alternate location is mutually agreed upon. If an alternate location is chosen, the parties shall meet to review and adjust the billing rate structure if necessary, to ensure that neither party is adversely impacted by either the change in operating location or the alternate location utilized for billing purposes.
4. A minimum miles charge of 75 miles per day per bus on home-to-school runs shall apply, unless an alternate method is mutually agreed upon.
5. Information relative to routes, actual or minimum miles per regular run bus, bus size or passenger capacity, fuel costs, or other run or passenger information reasonably necessary to accomplish the billing, reimbursement process or comply with all of the GRPS's fiscal responsibilities under the law shall be furnished to the GRPS by Dean upon reasonable request.
6. Field trips, CBI trips, or other special trips shall be charged on an hourly charge. Dean reserves the right to provide field trips or special trips at the reduced charge, or at no charge, at the discretion of Dean (such as Special Olympics trips). Time calculations shall be determined by utilizing the same beginning and ending location as for Item 3, or by the amount of time such trip adds to the run providing the trip, whichever is less.
7. In the event that there are significant, documented increases or decreases in the costs of providing transportation services under this Agreement, Dean and the GRPS may, by mutual agreement, adjust the base rate to reflect the cost changes.
8. GRPS shall receive a discount from the ordinary daily rate charge on those days when the schools and/or classes are closed, or transportation services are suspended, to ensure the health, security, and safety of pupils, for the reason of inclement weather, medical epidemic, state- declared emergency, or any other lawful reason, including instructional delivery shifts to distance learning that reduce or eliminate the anticipated need for transportation for periods of the regular school year or summer program.

The Parties collectively recognize that the Per Mile Billing Methodology utilized under this Contract affords GRPS and Dean a simple mechanism to capture and spread the fixed costs of Dean's management, dispatching, route planning, staffing, training, vehicles, vehicle insurance, maintenance, facilities, insurance, technology & software, etc. evenly throughout GRPS's school year for the convenience of invoicing and budgeting between GRPS and Dean. While the transportation of

GRPS students is the ultimate purpose of this Contract, the pricing covers myriad other requirements of Dean that occur regardless of whether student transportation occurs on a given day.

- a. **Standard Closures / Transportation Suspension.** GRPS shall receive a **45% discount from the Bus & Driver daily rate charge** (based on the average daily run miles for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

GRPS shall receive an **85% discount from the Bus Attendant daily rate charge** (based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

- b. **Extended Closures / Transportation Suspension.** If the closure period exceeds ten (10) scheduled school days and Dean is notified in advance by GRPS of such duration, so that Dean may preemptively reduce staffing and/or services as practical, then GRPS shall receive a **50% discount from the Bus & Driver daily rate charge** (based on the average daily run miles for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period) on those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

GRPS shall receive an **85% discount from the Bus Attendant daily rate charge** (based on the average daily run hours for the affected billing period, or the most recently completed if the closure carries into a subsequent billing period) for the day or those days when transportation services are suspended as outlined in this section for both academic year and summer program periods.

GRPS shall have the option, but under no circumstances the obligation, to request of Dean "*Modified Service*" during any Transportation Suspension period. Under such a request by GRPS, Dean has warranted that its internal compensation policies, developed at the sole discretion of Dean for its employees, would result in affected employees, who are available to perform ancillary tasks as assigned by Dean in support of GRPS, receiving their average hours as calculated by Dean. During such requests, a 7.5% discount would be applied to then applicable standard Bus & Driver Per Mile base rates and Attendant Per Diem and Hourly rates during the Transportation Suspension period.

- c. **Credit Back to District of Make-up Days.** If the combined in-session /operational service days (for which GRPS is invoiced at regular rates) plus inclement weather / special closure days (for which a discounted fee was applied) exceeds a weighted average of 191.3 expected days for affected runs (including Summer Program days), the discounted rate fee for any such days above the expected days shall be credited back to GRPS.

- d. Additionally, the Per Diem rate was calculated utilizing a system-wide average of academic year service days and summer runs equivalent to 191.3 average days per academic year run (e.g., 99 Academic Year runs at 176 days and 36 Summer Program runs at 42 days.) If there were a significant modification to the system as described in Appendix A (e.g., 10% or more increase or decrease in overall system size), Dean and GRPS may, by mutual agreement, adjust the base charges to reflect such cost changes.

9. The base mileage charge shall be adjusted based on the per gallon cost of #2 diesel fuel (net of federal and state taxes) as determined by the Petroleum Administration for Defense District Midwest Region (PADD II) reported in the "Retail On-highway Diesel Prices" published by the Energy Information Agency of the Department of Energy or other mutually agreed upon fuel price index. The fuel adjustment shall increase or decrease the base transportation rate by \$0.0145 per mile (or \$0.22 per "Live" hour for Field/Sports/Special Trips) for each ten (10) cent per gallon increase or decrease in fuel costs, relative to the Benchmark Price Per Gallon below.

EXAMPLE 1: If the actual price of fuel for the billing month were \$3.13 per gallon, or \$0.13 above the Benchmark (\$3.00), then the effective Per Mile billing rate for that month would be calculated as: \$7.696 (Base Rate) + \$0.0145 (Fuel Escalator) = \$7.7105 Per Mile X Total Run Miles.

EXAMPLE 2: If the actual price of fuel for the billing month were \$3.08, or \$0.08 above the Benchmark (\$3.00), then there would be no adjustment to the Per Mile Billing Rate: \$7.696 (Base Rate) + \$0.0000 (Fuel Escalator) = \$7.696 Per Mile Billing Rate.

EXAMPLE 3: If the actual price of fuel for the billing month were \$2.78, or \$0.22 below the Benchmark (\$3.00), then the effective Per Mile billing rate for that month would be calculated as: \$7.696 (Base Rate) - \$0.0290 (Fuel Escalator) = \$7.667 Per Mile X Total Run Miles.

CHARGES

1. BUS (HOME-TO-SCHOOL BASE RATE CHARGE)	SE	A/C*
Base Rate Per Mile (2025 - 26)	\$8.015	\$0.042
Base Rate Per Mile (2026 - 27)	\$8.332	\$0.044
Base Rate Per Mile (2027 - 28)	\$8.661	\$0.046
Base Rate Per Mile (2028 - 29)	\$9.003	\$0.048
Base Rate Per Mile (2029 - 30)	\$9.359	\$0.050

Air Conditioning (A/C) Maintenance Per Mile* (By I.E.P. or District requirement) +
Installation of A/C at Cost

2025-26 Cellular Solid State DVR Camera* (2-Camera Base) \$9.21 Per Diem (±\$0.123/mile)

2025-26 Z-Pass & Synovia Here-Comes-the-Bus \$6.30 Per Diem (±\$0.084/mile)

Per Mile Bus & Driver rates include Z-Pass Hardware, Service/ Support and Maintenance fees; Up to 10,000 Student Cards for the initial "Year 1" implementation of the system, plus up to 2,500 replacement cards each contract year thereafter; one (1) card printer for GRPS to utilize in production of cards with additional card printers available to GRPS at Dean's cost from Zonar; Zonar Enhanced Data for Synovia's Here-Comes-the-Bus application; all maintenance labor and installation for one (1) Z-Pass unit per non-lift-equipped bus and two (2) Z-Pass units per lift-equipped bus. GRPS would administer issuance of new and replacement cards and any district-provided card holders for students (using the Z-Pass card printer) at the time of enrollment or when a student's card becomes lost or unusable.

1(B). GRPS-MANDATED REGULAR EDUCATION ATTENDANT ("MONITOR")

	Per Diem	Variable Hourly
2025-26 Attendant Rate	\$108.88	\$27.22
2026-27 Attendant Rate	\$113.18	\$28.30
2027-28 Attendant Rate	\$117.65	\$29.42
2028-29 Attendant Rate	\$122.30	\$30.58
2029-30 Attendant Rate	\$127.13	\$31.79

This rate is for para-professional staff who are not expected to hold nursing or similar certifications. If, due to legislation or otherwise, attendants are required to have such certification, and the rate of pay is greater than for existing trained lay- persons a new rate may be added for such certified personnel.

2. FIELD TRIPS, SPORTS TRIPS, OR OTHER SPECIAL TRIPS

The following rates apply to GRPS-requested trips and may be extended by mutual agreement of GRPS and Dean to additional partners designated and approved by GRPS within the framework that any partners designated by GRPS will not request trips that exceed the system's capacity and/or conflict with peak to/from school transportation and/or GRPS trips.

Per Hour (2025-26)	\$69.35 (live time/vehicle in-service time) \$43.63 (waiting time if driver required to stay)
Per Hour (2026-27)	\$72.09 (live time/vehicle in-service time) \$45.35 (waiting time if driver required to stay)
Per Hour (2027-28)	\$74.94 (live time/vehicle in-service time) \$47.14 (waiting time if driver required to stay)
Per Hour (2028-29)	\$77.90 (live time /vehicle in-service time) \$49.00 (waiting time if driver required to stay)
Per Hour (2029-30)	\$80.98 (live time/vehicle in-service time) \$50.94 (waiting time if driver required to stay)

3. FUEL ADJUSTMENT BASE COST

Benchmark Price Per gallon #2 Diesel Fuel: \$3.00

Note: During this Contract the Parties reserve the right to adjust the Fuel Benchmark and the corresponding Per Mile, Per Hour rates and Cost Certainty calculations to more accurately reflect actual and/or then current fuel pricing to afford more accurate forecasting of costs.

4. COST CERTAINTY

Both Parties recognize that the GRPS Transportation System is a fluid operating environment wherein the GRPS student population shifts, delivery parameters (such as building times), run miles, and other operational variables may impact the comparability of year-to-year data.

The Cost Certainty assumes the following basic operational parameters:

- 99± RE + SE Runs operating on a 176-day Academic Year Calendar as the "BASELINE" for Cost Certainty.
- 36 RE and SE Runs operating on a weighted average 42-day Summer Calendar
- Approximately 1,589,336 RE + SE Run Billable Miles
- Fuel Benchmark of \$3.00 per gallon for #2 ULSD
- Excludes: Parental Reimbursement, Parochial School Funding, Transit Passes, Athletic/Field Trips, Non-Region III/IV School Bus Service, Ambucab & Taxi Services as well as COVID-related cleaning mandates beyond the pre-COVID (March 16, 2020 shutdown) 30-minute per work per bus cleaning and sanitization schedules.

Dean warrants the following cost estimates (in 2025-26 dollars and adjusted for subsequent periods based on the change in per mile rates outlined in Item 1 of this section) by taking into consideration the potential variances in academic year (AY) runs (special education and regular education combined):

	RE+SE	Increment	AY RE + SE RUN COUNT RANGE - COST CERTAINTY FOR TO/FROM SCHOOL TRANSPORTATION										
	BASELINE		74	79	84	89	94	99	104	109	114	119	124
MILEAGE RANGE	1,964,336	375,000	\$10,152,000	\$10,708,000	\$11,190,000	\$11,766,000	\$12,248,000	\$12,805,000	\$13,332,000	\$13,865,000	\$14,391,000	\$14,946,000	\$15,452,000
	1,889,336	300,000	\$10,095,000	\$10,649,000	\$11,130,000	\$11,704,000	\$12,185,000	\$12,740,000	\$13,265,000	\$13,797,000	\$14,322,000	\$14,875,000	\$15,380,000
	1,814,336	225,000	\$10,037,000	\$10,589,000	\$11,069,000	\$11,642,000	\$12,122,000	\$12,675,000	\$13,198,000	\$13,729,000	\$14,253,000	\$14,804,000	\$15,307,000
	1,739,336	150,000	\$9,980,000	\$10,530,000	\$11,009,000	\$11,580,000	\$12,058,000	\$12,610,000	\$13,132,000	\$13,662,000	\$14,183,000	\$14,733,000	\$15,235,000
	1,664,336	75,000	\$9,923,000	\$10,472,000	\$10,949,000	\$11,519,000	\$11,995,000	\$12,545,000	\$13,066,000	\$13,593,000	\$14,114,000	\$14,662,000	\$15,163,000
	1,589,336	0	\$9,866,000	\$10,413,000	\$10,889,000	\$11,457,000	\$11,931,000	\$12,481,000	\$12,998,000	\$13,525,000	\$14,045,000	\$14,591,000	\$15,090,000
	1,514,336	(75,000)	\$9,809,000	\$10,354,000	\$10,828,000	\$11,394,000	\$11,868,000	\$12,415,000	\$12,932,000	\$13,458,000	\$13,975,000	\$14,520,000	\$15,018,000
	1,439,336	(150,000)	\$9,751,000	\$10,295,000	\$10,769,000	\$11,332,000	\$11,805,000	\$12,351,000	\$12,866,000	\$13,390,000	\$13,905,000	\$14,449,000	\$14,945,000
	1,364,336	(225,000)	\$9,694,000	\$10,237,000	\$10,709,000	\$11,270,000	\$11,742,000	\$12,286,000	\$12,799,000	\$13,322,000	\$13,836,000	\$14,378,000	\$14,872,000
	1,289,336	(300,000)	\$9,637,000	\$10,178,000	\$10,649,000	\$11,209,000	\$11,679,000	\$12,222,000	\$12,732,000	\$13,254,000	\$13,767,000	\$14,308,000	\$14,800,000
	1,214,336	(375,000)	\$9,580,000	\$10,119,000	\$10,588,000	\$11,147,000	\$11,616,000	\$12,157,000	\$12,666,000	\$13,187,000	\$13,697,000	\$14,236,000	\$14,728,000

	SE	Increment	AY RE + SE RUN COUNT RANGE - COST CERTAINTY FOR TO/FROM SCHOOL TRANSPORTATION PER MILE WTD AVG SE EQUIVALENT										
	BASELINE		74	79	84	89	94	99	104	109	114	119	124
MILEAGE RANGE	1,964,336	375,000	\$5.275	\$5.564	\$5.814	\$6.114	\$6.384	\$6.653	\$6.927	\$7.204	\$7.478	\$7.766	\$8.029
	1,889,336	300,000	\$5.454	\$5.752	\$6.012	\$6.323	\$6.583	\$6.882	\$7.166	\$7.453	\$7.737	\$8.036	\$8.308
	1,814,336	225,000	\$5.646	\$5.957	\$6.227	\$6.549	\$6.819	\$7.130	\$7.424	\$7.723	\$8.018	\$8.328	\$8.611
	1,739,336	150,000	\$5.856	\$6.179	\$6.460	\$6.795	\$7.076	\$7.400	\$7.706	\$8.017	\$8.323	\$8.645	\$8.940
	1,664,336	75,000	\$6.085	\$6.422	\$6.714	\$7.064	\$7.356	\$7.693	\$8.012	\$8.336	\$8.655	\$8.992	\$9.298
	1,589,336	0	\$6.336	\$6.687	\$6.993	\$7.357	\$7.662	\$8.015	\$8.347	\$8.686	\$9.019	\$9.370	\$9.691
	1,514,336	(75,000)	\$6.611	\$6.978	\$7.299	\$7.680	\$7.999	\$8.368	\$8.716	\$9.070	\$9.419	\$9.786	\$10.122
	1,439,336	(150,000)	\$6.914	\$7.300	\$7.636	\$8.036	\$8.371	\$8.758	\$9.123	\$9.495	\$9.860	\$10.246	\$10.597
	1,364,336	(225,000)	\$7.252	\$7.658	\$8.011	\$8.431	\$8.784	\$9.191	\$9.574	\$9.966	\$10.351	\$10.756	\$11.126
	1,289,336	(300,000)	\$7.628	\$8.057	\$8.429	\$8.873	\$9.245	\$9.675	\$10.079	\$10.492	\$10.898	\$11.326	\$11.716
	1,214,336	(375,000)	\$8.052	\$8.505	\$8.899	\$9.369	\$9.763	\$10.218	\$10.648	\$11.083	\$11.513	\$11.966	\$12.378

The above estimates are reflective of providing all GRPS Regular and Special Education transportation services. The above estimates shall represent the maximum cumulative cost (subject to fluctuation in fuel price for all To/From school) to the GRPS for Dean to provide said Services, whether such Services are performed by Dean on behalf of GRPS or on behalf of the Kent Intermediate School District for GRPS SE transportation services and equipment. This warranty assumes:

- 1.) The "basic operational parameters" outlined in Item 4 of the Charges;
- 2.) GRPS shall not change any parameters of Appendix C that would shift additional cost responsibility to Dean that was not originally included in the cost estimate;
- 3.) GRPS shall make no changes in the delivery parameters of the Transportation System;
- 4.) Shifts in student population could result in an increased or decreased number of runs subject to the approval of GRPS; and,
- 5.) GRPS shall have the right to review and approve any runs developed by Dean to ensure maximum run efficiency within the requirements of the Contract;
- 6.) If increases or decreases in the operating requirements of the GRPS transportation system, such as significant changes in service days, runs, summer programming, spare bus needs, special trips services, after-school programming or other aspects materially impact the base rate charges (e.g., Per Mile, Bus Nurse and/or Athletic/Field Trip charges), then the Parties shall meet in good faith to reset such rates.
- 7.) Mileage ranges for Cost Certainly grid are based on billable miles as projected as if school where in full in-person operation, with discounting for "standard" or "extended" closures occurring subsequent to determination of the appropriate Per Mile rate given the system's run size and mileage requirements.
- 8.) Billable rate(s) for To/From School Transportation would be adjusted either up or down (relative to the Baseline Rates) to correspond to the Cost Certainty rates of

the above grid with assurance to GRPS that the overall projected charges shall not exceed the stated amounts for a given run and mileage combination, assuming the aforementioned calendar schedule for academic year and summer programming, as well as the pre-identified fuel benchmark. The Cost Certainty grid has been agreed upon by the Parties to proactively and dynamically adapt to potential changes in the run needs and lengths of GRPS, while protecting both from unknown and unforeseen changes in to/from school transportation requirements.

5. INSURANCE.

At the extension of the Contract, the cost of all liability insurance required of Dean under the terms of the Contract was included in Dean's cost analysis and the Per Mile and Per Hour rates identified in Appendix B. GRPS and Dean may explore the possibility of GRPS providing automotive liability insurance for the school bus / pupil transportation vehicle fleet. Should GRPS elect to provide fleet insurance, the Parties shall either renegotiate the affected Per Mile and Per Hour rates, or establish a mutually agreed upon alternative means of reimbursing GRPS for Dean's reduced cost of providing the Service.

6. PRE-2024 BUS CREDIT

The Pre-2024 Bus Credit for a 99-Run system was estimated based upon 110 total Pre-2024 school buses for Year 1, reduced each subsequent year in the Cost Projections provided to GRPS by an amount equivalent to the number of estimated replacements for each given year. By way of example, the credit presented in the cost projections was calculated as 110 estimated Pre-2024 buses x **\$2,108.72** (credit per bus per year) for an estimated total **Year 1 (2025-26)** credit of \$231,959. The degree to which the actual number of runs and buses requiring replacement and/or retirement in any given year deviates from the original 2024-25 projections would affect the projected Pre-2024 Bus Credit in a pro-rata manner for each subsequent year. Credit will be issued during the primary academic year billing periods of September through May in nine (9) equal installments that could be impacted by an increase/decrease in the number of Pre-2024 buses during a given month.

APPENDIX C

FERPA COMPLIANCE AGREEMENT

KISD requires any third party (other than as required by law) to whom student information is released for educational purposes sign the following agreement. Failure to sign will be interpreted as a failure to agree and student information will not be released. The third party in this agreement is Dean Transportation, Inc. (Referred to as the third party for purposes of this agreement.)

Student information is protected by the Family Educational Rights & Privacy Act (FERPA) and may also be protected by the Individuals with Disabilities Education Act (IDEA). By signing this agreement, the third party:

- Understands that pursuant to FERPA 34 CFR Part 99, Section 99.31(1)(i)(B), KISD and/or the LEA's shall provide the third party with any information regarding a student's I.E.P., medical condition, behavioral condition, physical limitations, adaptive equipment needed or used, and special health emergency instructions that might in any way impact the third party's ability to safely transport the student, or likewise, to communicate to emergency responders a student's needs in the event of an incident.
- Agrees that all student information is confidential and subject to FERPA.
- Specifies in the attached body of the agreement the specific educational purpose for which the student information is required.
- Agrees to use the student information provided for the specific, limited educational purpose and intent stated in this agreement. Any other use is prohibited.
- Agrees that KISD reserves the right to modify or limit the student information requested and that the student information provided a third party will be on a need-to-know basis specifically limited to the educational purpose of the contract.
- Agrees that any and all student information will not be maintained, stored or kept on file (electronic or any other media) after the stated educational purpose has been fulfilled. Specifically, any and all student information is to be deleted from any electronic storage; paper copies or any other media are to be destroyed and notice of this destruction is to be sent to KISD. This includes any data in aggregate form if that aggregation requires the retention of individual student records.
- Agrees to limit the distribution of student information to only those employees who have a legitimate education need to access the information.
- Agrees that student information will not be re-disclosed to any other party without the prior knowledge and prior written consent of KISD.
- Agrees that any re-disclosure of student information will disqualify the disclosing party from receiving information in the future, and the third party under this compliance agreement, to whom the information was originally released, will indemnify the District against any and all liability (including but not limited to damages of any nature, attorney's fees and any and all legal costs) arising out of the third parties' use and disclosure of educational records and personally identifiable student information in violation of FERPA or in violation of any other statutory or common law privacy rights."
- Agrees to keep a log of any and all persons who have accessed the student information and present this log to KISD upon demand.

APPENDIX D
VEHICLE LEASE AGREEMENT
(LEASE WITH OPTION TO BUY)

In consideration of lease payments incorporated into the Per Diem plus Variable Hourly billing rate described in APPENDIX B of this Agreement, KISD (Lessee) agrees to lease the vehicles outlined in ATTACHMENT 1 of this Agreement, entitled "FLEET ROSTER," from Dean (Lessor) for the duration of this Agreement, which shall correspond to the Term of this Contract.

For those vehicles operated primarily by Lessee, the Lessee agrees to indemnify Lessor pursuant to ARTICLE IX of this Agreement and to provide vehicle liability insurance with a minimum liability limit of \$1,000,000 Per Occurrence and Comprehensive and Collision Coverage with a maximum deductible of \$5,000 as per Article IX of this Contract. In the event that Lessee "totals" a vehicle provided under this Lease agreement, Lessee will reimburse Lessor in an amount equivalent to the purchase option formula below.

Lessee further agrees to name Lessee as an additional insured and Loss Payee under the insurance policy and to provide Lessor with a certificate of insurance. Lessee will only allow qualified drivers to operate the above referenced vehicle(s).

Lessee shall return said vehicles to Lessor in the same condition as when leased to Lessee. Lessee shall immediately report to Lessor by telephone any accidents or mechanical problems that may occur with/to said vehicle.

At any time during or immediately at the termination of this Contract between Dean and KISD, by virtue of lease payments incorporated into the Per Diem charges of said Contract, lessee shall have the right to exercise its option to purchase some or all of the vehicles identified in ATTACHMENT 1 at a price determined under Section 6.8 of this Contract.

Signature of Lessee Representative

Title

Printed Name of Lessee Representative

Dated

Signature of Lessor Representative

Title

Printed Name of Lessor Representative

Dated

APPENDIX E
GENERAL ROLES & RESPONSIBILITIES
(Assumed to be on-going unless otherwise noted)

GENERAL ASSUMPTIONS

- Universal Service Parameters for All Participating Districts, except as described otherwise within this Contract, and any on-going historical operational variances between KISDR12, KISDR3 and KISDR4 (GRPS)
- Modifications of Current Service Parameters may Increase / Decrease Cost Estimate

GENERAL KISD RESPONSIBILITIES

Bill to Dean

- | | |
|--|-----|
| • Provide KISD Drivers, Aides & Subs (Payroll, Taxes, WC Insur., Etc.) for staff hired prior to July 1, 2013 | N |
| • Fleet Insurance & Indemnification of Dean | N |
| • Limited Power of Attorney to Dean for Fleet 'X' Plate Registration | N/A |

GENERAL KISDR12 LEA RESPONSIBILITIES

Bill to Dean

- | | |
|--|---|
| • Provide Parking for Vehicles (Including Plug-ins if Applicable) | N |
| • Provide Light Duty Maintenance (Billable by Dean if not LEA-provided) | N |
| - Pre-run Start-up Assistance (i.e. Cold Starts, Mirror Adjustment, Tire Inflation, Light Bulb replacement, Fluid (Oil, Transmission, Steering)top-offs, etc.) | N |
| - Access to Wash Facilities (If Available) | N |
| - Use of Fueling Site (If Available) | N |
| - Cost of Fuel (If Available on Site) | Y |
| • Provide Medium / Heavy Maintenance as Mutually Coordinated | Y |

GENERAL DEAN RESPONSIBILITIES

- Office Staff: Management, Dispatch, Route Coordination,
Regional Trainers, Route Monitors, Fleet Coordination, Etc.
(Effective July 1, 2013: New Drivers, Aides, & Subs for KISDR12)
- MGMT & Professional Liab Insurance & Indemnification of KISD
- Purchase, Finance & Lease Buses to KISD (Included in Per Diem Rate)

- Preventative Maintenance of Buses
- Vehicle Shuttling for KISD-operated vehicles/spares (Billed at Field Trip Rate)
- Medium to Heavy Maintenance of Buses
- Coordinate MSP MCD Fleet Inspection
- Coordinate Hiring & Training Process
- Develop & Administer Training Curriculum
- Implement KISD Employee Contract for remaining KISDR12 staff subject to KISD guidelines

- Documentation of Employee Policy & Procedure Violations
- Collect, Calculate & Monitor KISD Employee Timecards
- Analyze & Develop Multi-district SE Routes
- Determine Fleet Regular & Spare Bus Requirements
- Install / Utilize / Maintain Routing Software
- Acquire / Install Computer Hardware & Intra-District Networking
- Receive Calls From Parents
 - PU / DO Changes (Within KISDR I/II Guidelines)
 - Absence Notifications
 - PU / DO Time Questions
 - Status of Bus Questions
- Student Behavior Reports Coordinated with SED or Designate
- Receive Calls From KISD / LEA Staff
 - PU / DO Changes (Within KISDR I/II /III/IV Guidelines)
 - PU / DO Time Questions
 - Status of Bus Questions
- Reporting to KISD
 - SM-4107 Vehicle Roster
 - SM-4094 Transportation Logs
 - Monthly Billing with LEA Breakdown
- Vehicle Breakdown Response
- Accident Response & Investigation

APPENDIX F
HISTORICAL LIMITED POWER OF ATTORNEY

LIMITED POWER OF ATTORNEY

This will authorize Dean Management Services, Inc. to act as limited agent and attorney in fact for and on behalf of

Kent Intermediate School District

in all matters pertaining to the application for title, registration, license and/or renewal for the motor vehicle(s) described more fully in the:

2003 Kent Intermediate School District Vehicle List For Regions I & II

On behalf of the Kent Intermediate School District

Date: 8/15/03

Gerald L. Hunsbucker
Associate Superintendent
Kent ISD

ACKNOWLEDGEMENT OF SIGNATURE

State of Michigan
County of Kent

BEFORE ME, the undersigned Notary, VIRGINIA L. HESS, on
this 15TH day of AUGUST, 2003, personally appeared
GERALD L. HUNSBUCKER and placed his signature thereon.

Virginia L. Hess
Notary Public

VIRGINIA L. HESS
Notary Public, Kent County, MI
My Commission Expires Jul. 8, 2008

APPENDIX G
METRICS [Section 7.2(d)]

The Parties have agreed (pursuant to Section 7.2(d)) to collaboratively develop metrics and reporting to assist in the on-going goal to better measure, quantify, compare, and identify system efficiencies and improvements in support of the overall mission of operating the safest, most efficient transportation services on behalf of KISD's student population.

The "Draft" examples on the following pages have been included in Appendix G to memorialize the working documents both utilized historically with additional measures discussed and reviewed during the negotiations of this Contract Extension. Designated representatives of the Parties shall continue to meet to review and finalize the data, measures, and format for quantifying the measures outlined under Section 7.2(d). The final agreed upon format and period for reporting shall replace the current "draft" documents in this Appendix G as the template for the mutually agreed upon period on-going reporting/metrics analysis.