

# **STUDENT TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT, effective July 1, 2011, is made and entered into by and between the FERN RIDGE SCHOOL DISTRICT 28J, hereinafter referred to as "DISTRICT," and First Student, Inc., hereinafter referred to as "CONTRACTOR".

## **WITNESSETH**

WHEREAS, DISTRICT has considered various alternatives for providing school bus transportation services for the DISTRICT and

WHEREAS, CONTRACTOR was selected as best, responsive, and responsible proposer to provide said services;

NOW, THEREFORE, based on the foregoing recitals and that for and in consideration of the mutual terms, covenants and conditions herein contained, it is agreed by and between the parties hereto as follows:

## **TERMS AND CONDITIONS – GENERAL**

### **1. TERM**

The term of this Agreement shall begin on July 1, 2011 and expire on June 30, 2016. The contract may be extended in years subsequent to the initial contract by mutual written agreement of the parties. Subsequent contract terms may occur in increments of 1 to 5 years. Such extensions must be agreed upon by January 31 of the final contract year or the contract will expire at the ending date of the term then in effect.

### **2. DISTRICT POLICIES**

- A. The DISTRICT shall have the exclusive right and obligation to set standards or policies for DISTRICT operations. Policies include those regarding student transportation in general, and in particular as to the beginning and ending time of schools, walking distances to school, the establishment of bus stops, bus arrivals and departure times, railroad crossings, current route descriptions, student discipline and all other pertinent policies relating to transportation.
- B. The DISTRICT shall designate the students for whom CONTRACTOR shall provide regular home to school transportation services. CONTRACTOR shall provide regular service for such students for each day that school is in session during the term of this agreement and shall provide other special education transportation services for such students and authorized DISTRICT Personnel as the DISTRICT may require.

### 3. INDEPENDENT CONTRACTOR

CONTRACTOR is an Independent Contractor responsible to furnish transportation only, pursuant to this Agreement, and neither CONTRACTOR nor any agent, officer or employee of CONTRACTOR shall be held or deemed in any way to be an agent, employee, officer or official of the DISTRICT as those terms as used in ORS 30.265. None of the benefits provided by the DISTRICT to its employees is available to the employees, agents or servants of the CONTRACTOR. CONTRACTOR shall be solely responsible for CONTRACTOR's acts and for the acts of CONTRACTOR's agents, officers, and employees during the performance of the Agreement, and at all other times, and DISTRICT shall have no power or control pertinent to the acts of any said persons.

### 4. INSURANCE

- A. The CONTRACTOR at its sole expense shall procure and furnish the DISTRICT with a Certificate of Insurance naming DISTRICT, including its Board of Directors, Officers, Agents and Employees, acting on behalf of DISTRICT, as additional insured. The Certificate of Insurance shall be provided annually and maintained on file continuously, for the term of the Agreement, at the District Office. The insurance minimums satisfactory to the DISTRICT shall be as set forth below. The insurance shall be kept current during the Agreement and the DISTRICT requires a thirty days (30) written notification prior to any cancellation of the required insurance should a change in insurance carriers take place.
- B. The CONTRACTOR shall provide general liability and automobile liability insurance, protecting the DISTRICT as an additional insured, its agents and employees acting in their official capacities as such, the CONTRACTOR as a named insured, drivers and other related personnel from any claim for damages for personal injury or death and from damage to property which may arise from operations of the CONTRACTOR under the Contract.

The following minimum limits apply to the General Liability insurance requirements:

|             |                             |
|-------------|-----------------------------|
| \$1,000,000 | Each Occurrence             |
| \$2,000,000 | General Aggregate           |
| \$ 10,000   | Medical Payments per Person |
| \$9,000,000 | Umbrella/Excess Liability   |

Or a total occurrence limit of no less than \$10,000,000 for all coverage combined.

The following minimum limits apply to the Commercial Auto insurance requirements:

|             |                                 |
|-------------|---------------------------------|
| \$1,000,000 | For Each Person (Bodily Injury) |
|-------------|---------------------------------|

|             |  |
|-------------|--|
| \$1,000,000 | For Property Damage                        |
| \$1,000,000 | For Underinsured (and Uninsured) Motorists |
| \$10,000    | Medical Payments per Person                |
| \$9,000,000 | Umbrella/Excess Liability                  |

Or a total occurrence limit of no less than \$10,000,000 for all coverage combined. Indicate in the proposal the amount that the CONTRACTOR will carry.

C. Workers' Compensation Insurance shall be maintained as required by law.

## 5. HOLD HARMLESS

In addition to the insurance requirements included as part of the Agreement, the CONTRACTOR shall also defend, indemnify and hold harmless the DISTRICT and its agents and employees acting in their official capacities as such from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the CONTRACTOR, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith, or related thereto.

## 6. FORCE MAJEURE

A. In the event CONTRACTOR is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes, the DISTRICT shall excuse CONTRACTOR from performance hereunder and shall have the right, but not be required, to take over the safe and legal operation of such buses that CONTRACTOR is prevented from running with school employees, or other persons as the DISTRICT may deem appropriate until CONTRACTOR is able to resume operations, provided however, the insurance and hold harmless indemnification clauses herein shall not apply in such a situation. In this event, the DISTRICT shall pay to the CONTRACTOR for buses used, same amount specified in the rate schedule applicable for that year, less all reasonable expenses and cost incurred by the DISTRICT in securing the services of such operating personnel. The CONTRACTOR shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the nonperformance is not due to the fault or neglect of the CONTRACTOR.

If neither the DISTRICT nor the CONTRACTOR operates the buses, the DISTRICT is not obligated to any payments.

- B. CONTRACTOR agrees to make every reasonable effort to provide transportation in the event of a strike by the DISTRICT's employees.

## **7. ARBITRATION**

Any disagreement regarding the interpretation, meaning or effect of any provision of the Agreement may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within (60) sixty-days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.

## **8. ASSIGNMENT OF CONTRACT**

Neither this Agreement nor any interest herein shall be assigned to any other party or parties without the prior written consent of the DISTRICT. In the event of any attempt to transfer interest without DISTRICT's permission, DISTRICT may terminate this Agreement with a notice period of its own choosing.

## **9. FUNDING**

The parties recognize that revenue needed to fund this Agreement must be approved by established budget procedures. The parties also recognize that the revenue received by the DISTRICT is sometimes affected by circumstances outside the control of the DISTRICT. This Agreement, therefore, is entered into contingent upon the ability of the DISTRICT to fund this Agreement.

## **10. SEVERABILITY**

Should any provision of the Agreement between the DISTRICT and CONTRACTOR, or the application thereof, be held invalid or unenforceable, the remainder of the Agreement and the application thereof, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

## **11. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP**

Prior to the establishment of any Agreement, the CONTRACTOR shall certify to the DISTRICT that no relationship exists between the potential CONTRACTOR and the contracting officer or the DISTRICT that interferes with fair competition or is a conflict of interest, and that no relationship exists between the potential CONTRACTOR and another person or organization that constitutes a conflict or interest with respect to an Agreement with the DISTRICT. The DISTRICT may waive this provision if these relationships of the potential CONTRACTOR will not be adverse to the interests of the DISTRICT.

## **12. TAXES**

The DISTRICT is tax-exempt and any tax liability that might be incurred by the CONTRACTOR for personal or real property is the sole responsibility of the CONTRACTOR.

## **13. TERMINATION OR SUSPENSION OF CONTRACTOR SERVICES**

- A. The DISTRICT may terminate this Agreement immediately in the event that the DISTRICT's board or superintendent reasonably concludes that CONTRACTOR's performance under this Agreement has endangered the health, safety or welfare of the DISTRICT's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by DISTRICT to CONTRACTOR by either delivery of written notice of such termination to CONTRACTOR's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by CONTRACTOR to DISTRICT for the purposes of delivering notices under the Agreement.
- B. DISTRICT may otherwise terminate this Agreement with CONTRACTOR, without cause, by giving 180 days written notice of termination to CONTRACTOR. Said notice to be delivered by either delivery of written notice of such termination to CONTRACTOR's local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by CONTRACTOR to DISTRICT for the purposes of delivering notices under this Agreement.
- C. DISTRICT may terminate this Agreement if DISTRICT gives written notice to CONTRACTOR of its intent to terminate this Agreement if CONTRACTOR is in default under the Agreement for any of the reasons set forth below in this section and CONTRACTOR should fail within 60 days after receiving such notice from the DISTRICT to remedy said default set forth in the notice from DISTRICT. The following events shall be a default by CONTRACTOR and shall be subject to this 60 day notice requirement:
- Should CONTRACTOR be or become insolvent.
  - Should CONTRACTOR make a general assignment for the benefit of creditors.
  - Should CONTRACTOR file for protection under the bankruptcy laws of the United States.
  - Should CONTRACTOR repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the DISTRICT as set forth in this Agreement.
  - Should CONTRACTOR regularly fail to perform the transportation services required under this Agreement in compliance with the required time schedule.

- Should CONTRACTOR regularly fail to comply with DISTRICT transportation policies.
  - Should CONTRACTOR willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of the DISTRICT, which are consistent with this Agreement.
  - Should CONTRACTOR commit any other material breach of this Agreement.
- D. In the event of termination under any provision herein, DISTRICT, at its sole discretion, may elect to purchase from CONTRACTOR all or selected transportation vehicles then in use in the DISTRICT. The purchase of vehicles under this provision shall be at the then current fair market value. DISTRICT must give written notice to CONTRACTOR of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 30 days of the notice of termination or intent to terminate.

## **15. AFFIRMATIVE ACTION**

- A. The Equal Opportunity and Affirmative Action provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 therein are hereby incorporated by reference. CONTRACTOR represents, by acceptance of this agreement, that it will comply with such Executive Orders and rules and regulations, and amendments thereto, to the extent the same are applicable to the provision or subcontracting of services or work under this agreement.
- B. CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex, age, or sexual orientation with regard to, but not limited to, the following: Recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. CONTRACTOR further understands and agrees that violation of this clause may be treated by DISTRICT as a material breach of this agreement, unless CONTRACTOR makes a satisfactory showing that discriminatory practices have terminated and that recurrence of such acts is unlikely.

## **TERMS AND CONDITIONS – SPECIFIC**

Under Agreement with the DISTRICT, CONTRACTOR agrees as follow:

### **1. SCOPE OF SERVICE**

- A. To provide safe transportation to and from school and school-related functions. A typical regular school year will require 175 student transportation

days depending on the grade level. Total days may vary slightly from year to year and could be reduced due to revenue constraints. The DISTRICT will only be billed for days that service is provided by the CONTRACTOR.

- B. To maintain orderly behavior and conduct of students on buses.
- C. To provide a close working relationship between the management of the company and the administration and management of the DISTRICT.
- D. To provide positive public relations between the CONTRACTOR, the DISTRICT, and its patrons.
- E. To provide transportation schedule that allows students minimal riding time to and from school not to exceed 60 minutes unless extended riding time beyond the 60 minutes has been approved in advance by the DISTRICT.
- F. Provide skilled well trained staff at all levels.

## **2. CONTRACTOR EQUIPMENT**

### **A. MAXIMUM ALLOWABLE BUS/VEHICLE AGE**

Average age (age is based on manufacture date) of all buses (both regular route buses and spare buses combined) shall not exceed 7 (seven) years. Vehicles that reach the following maximum age limits shall be replaced by new equivalent or better, newer equipment throughout the term of the contract:

- Conventional gas buses – ten (10) years.
- Conventional diesel buses – twelve (12) years
- Transit buses – twelve (12) years on regular route, fifteen (15) years maximum
- Conventional small bus, type 20 or van – ten (10) years
- Multifunction type 21 school bus – ten (10) years gas or twelve (12) years diesel or transit

### **B. VEHICLE REPLACEMENT**

In order to achieve maximum efficiency the DISTRICT and CONTRACTOR will meet to decide bus capacity needed when replacements are needed.

### **C. APPROVAL**

Both the Oregon State Department of Education and the DISTRICT shall approve all used equipment.

### **D. VEHICLE IDENTIFICATION**

All vehicles will have tasteful signage identifying Fern Ridge School District on sides and back of vehicles.

### **E. CONDITION AND MAINTENANCE**

CONTRACTOR shall keep all equipment used for the transportation of students in strict accordance with the State of Oregon and Federal standards and specifications for school buses. Such equipment shall be maintained in safe and good mechanical order at all times so as to pass the State School Bus Inspection. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from body damage including minor dents and paint scrapes of a cosmetic nature. All repairs shall be repaired within 15 days of occurrence, unless otherwise approved by the DISTRICT. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. CONTRACTOR shall administer on all buses and vehicles used by Contract in the transportation of students, an extensive preventive maintenance program which shall include the minimum:

- A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by August 15th of every contract year or every (25,000) twenty-five thousand miles, whichever comes first. No inspection period, from the last to the most current, shall exceed (12) twelve months.
- A daily pre-trip bus inspection. Withdrawing a bus from service if a serious defect exists, which includes, steering, brakes, primary vision, exhaust, wheels, tires or any other serious condition which may make the vehicle unsafe for student transport.

**F. FLEET SIZE**

CONTRACTOR shall have a fleet of adequate number and capability to guarantee service for all of the DISTRICT's student transportation needs, including basic home to school service, special education service, activities, athletics and field trips. CONTRACTOR will provide equipment that is comparable in size and configuration to the present equipment being used to provide service to the DISTRICT.

Equipment will be added when needed to meet increasing needs. Additions must be pre-approved by the DISTRICT. The DISTRICT's initial fleet request is listed below.

- *Regular Home-to-School:* Provide as a minimum thirteen (13) 60-78 passenger buses (plus minimum of 2 spares).
- *Special Education:* Provide as a minimum six (6) 10-30 passenger (Type A or A1) buses (plus minimum of 2 spares). Seating and wheelchair configurations must meet the needs of DISTRICT students, which may vary from year to year. Buses transporting early childhood special education students must be equipped with seatbelts and car seats that meet state and federal requirements.



- *Activities, athletics and field trips:* Provide as a minimum:
  - One (1) 79-90 passenger bus with under storage for DISTRICT's use on selected activity trips and, if needed, will function as a spare route bus.
  - One (1) Type 20 vehicle limited to maximum of 15 passengers, up to 14,500 pound gross vehicle weight. CONTRACTOR will be responsible for servicing the vehicle to conform to state & federal standards.
- Where possible, the above activity vehicles may be maintained within the spare and/or regular fleet provided they are available as needed for activity use. CONTRACTOR shall dedicate vehicles for exclusive activity use if necessary to ensure availability for activity needs.
- Spare buses: Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reason of breakdown, maintenance or emergency. CONTRACTOR shall keep ample spare buses and other equipment available to ensure that CONTRACTOR can provide uninterrupted student transportation service with a delay of no greater than 30 minutes in the event of a mechanical breakdown or emergency within the DISTRICT. CONTRACTOR shall also have on hand personnel able to react within this time frame. Minimum spare performance requirements are defined above. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

**G. DISTRICT INSPECTION**

The DISTRICT retains the unrestricted right to inspect at any time the CONTRACTOR's facilities, buses, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with Agreement terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the CONTRACTOR shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the DISTRICT.

**H. RADIOS**

All buses will be equipped, at the beginning of the contract period, with two-way radios capable of communicating both bus-to-bus and bus-to-office throughout the DISTRICT boundary. Cell phones will be required on trips outside the radio network.

**I. VIDEO/DIGITAL MONITORING EQUIPMENT**

The Proposer will agree to equip all regular route buses with an audio/video camera system designed specifically for use in school buses, and designed

so as to provide for a minimum of three (3) rotating video cameras in operation during routes. A maximum ratio of five (5) buses to each camera will be maintained as additional buses are added to the fleet. In addition, one (1) extra camera is to be available for use on designated route buses and on activity/trip buses as conditions warrant.

- System components are to be approved by the DISTRICT, and will include a camera of quality insuring identification of individuals and actions, and shall be kept in good working condition and checked at least once a week by the CONTRACTOR to verify that they are working properly. CONTRACTOR will work with the DISTRICT on an archival plan.

#### **J. REQUIRED MODIFICATION OF BUSES**

Any installation of equipment modifications required by a change in law or regulation shall be the responsibility of the CONTRACTOR. Any installation or modification of equipment required by the DISTRICT in addition to laws or regulations shall be done by the CONTRACTOR, with reimbursement to be made by the DISTRICT at a prior approved cost.

### **3. FACILITIES**

The CONTRACTOR will utilize the facility located at 88860 Territorial Rd, Elmira, Oregon. The facility is approximately one acre and includes bus parking and unequipped maintenance, storage and office space. The maintenance space includes one bay for maintenance and repairs. Additional facility needs will be borne by the CONTRACTOR at its own cost.

The CONTRACTOR will lease the facility from the DISTRICT at a rate of \$1,000 per month. The lease rate will increase annually using the same formula as allowed to adjustments to CONTRACTOR's rates.

The DISTRICT will be responsible for providing water and sewer utilities. The CONTRACTOR will be responsible for providing power, phone, internet connectivity, etc.

The CONTRACTOR shall have full responsibility for equipping and maintaining the facility in good repair and appearance satisfactory to the DISTRICT and in compliance with all DISTRICT, city, county, state and federal laws and requirements, including but not limited to environmental requirements. The CONTRACTOR shall be responsible for all loss protection and liabilities associated with the facility. This statement does not limit any loss or liability requirements stated elsewhere in this proposal.

The DISTRICT will be responsible for maintaining the building's roof. Any structural modifications to the facility and grounds must have prior approval by the DISTRICT.

#### **4. FUEL**

It shall be the responsibility of the DISTRICT to purchase all fuel used in the operation of school buses. There are no commercial fuel tanks located at the transportation facility; all buses and equipment shall be fueled at a commercial card lock facility located within one mile of the transportation facility. The DISTRICT will pay all fuel invoices when due and pay all taxes and highway user fees associated with the use and purchase of all motor fuels.

The DISTRICT recognizes that the CONTRACTOR will be providing transportation for charter work and CONTRACTOR business that is unrelated to services provided to the DISTRICT. The CONTRACTOR will develop an accurate system that insures the DISTRICT is not subsidizing non-school related charter costs.

#### **5. ROUTING**

##### **A. REGULAR HOME-TO-SCHOOL ROUTES**

CONTRACTOR shall maintain responsibility for development of all routes and route changes. The DISTRICT reserves the right to require adjustments to routes where determined by the DISTRICT to be in its best interest.

##### **B. SPECIAL EDUCATION**

The CONTRACTOR shall provide services, both in and out of the DISTRICT, to transport special education students as required by the DISTRICT, including provision of necessary vehicles to accommodate all special needs. It is understood that requirements for special education buses vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.

- The CONTRACTOR shall be responsible for developing and coordinating special education routes inside and outside of the DISTRICT boundaries. The CONTRACTOR shall communicate routing information to both parents and schools. The CONTRACTOR shall communicate any specific changes regarding routing information to both the DISTRICT's Director of Special Education and the affected parents at least 48 hours prior to the effective date of the change.
- The CONTRACTOR shall pick up and drop off special education students on the same side of the street where they reside. CONTRACTOR shall deliver the students to emergency locations whenever directed by the DISTRICT.
- The DISTRICT shall provide the CONTRACTOR with names, addresses, number of students, and receiving schools for special education students who are to be picked up and returned. Information received by the CONTRACTOR from out of DISTRICT schools and other groups we transport for, will be forwarded to the DISTRICT.

- CONTRACTOR shall maintain updated records as furnished by DISTRICT on each special education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall have the above appropriate information for any given route with him/her at all times when driving and shall maintain current information. This information shall be guarded as confidential according to Federal and State guidelines implementing PL 94-142 (as altered and re-authorized by PL 105-17) and parallel state statutes and shall not remain on the bus or vehicle.
- The DISTRICT reserves the authority to review and approve or modify these routes. In addition, The DISTRICT retains the right to transport special education students (special needs e.g., ambulance, taxi, etc.) at any time in the future.
- The CONTRACTOR shall consider the specific safety needs of students and the adult support required in determining the size and type of bus used for transport.

#### **C. ROUTE DEVELOPMENT & CHANGES**

The CONTRACTOR has the responsibility for developing routes and proposing changes. The CONTRACTOR will present proposed routes for the upcoming school year on or before August 1 of each year. Routes will be finalized by August 10th.

Transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the DISTRICT. CONTRACTOR's bus drivers are not to modify the established DISTRICT approved bus routes without DISTRICT approval.

The CONTRACTOR will assist the DISTRICT in communicating routing information to both parents and schools.

The DISTRICT reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year.

Route maps and lists will be kept current and provided to the schools and DISTRICT with any changes to routes or when discrepancies are discovered.

#### **D. ROUTE TESTING**

- Prior to start of each school year the CONTRACTOR shall field-test all routes that the DISTRICT has approved. CONTRACTOR shall notify the DISTRICT of any time discrepancy in scheduling.

- All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to insure complete familiarity with route operation. The cost of this will be borne by the CONTRACTOR.

**E. ROUTE OWNERSHIP**

All bus routes, regular home to school, special education, or any other routes that are developed by the CONTRACTOR for the DISTRICT are and will remain the sole property of the DISTRICT.

**F. ROUTE NUMBERS**

All buses shall have the appropriate route number for the corresponding school in the windows of the bus each and every time of providing service to a given school. Route numbers are to be professional looking and easy to read.

**G. PROBLEM SOLUTIONS**

If problems develop with loads, bus times, or other problems that might be corrected by route alterations, CONTRACTOR is expected to develop such solutions and present them to the DISTRICT for consideration.

**H. ROUTE RESTRICTIONS**

In the designation and selection of routes, under this Agreement, CONTRACTOR shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon or any local municipality. However, the DISTRICT at its option may specify that CONTRACTOR shall operate over private roads, which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners.

**I. BUS LOAD LIMITS**

Passenger loading of buses shall not exceed Oregon State Department of Education or other state or federal limits. CONTRACTOR is required to notify DISTRICT, within one day, of any overload problems.

**6. SCHEDULES**

**A. BUS ARRIVAL, DEPARTURE, TRAVEL TIMES**

The CONTRACTOR in developing and driving the routes will strive to comply with the following guidelines.

- Student arrival at school in the morning (am): between 30 minutes and 15 minutes prior to school starting time.
- Bus arrival at school to pick up students in the afternoon (p.m.): no later than 10 minutes after school dismissal time for primary and middle schools and 15 minutes after dismissal time for high school.

- Riding time shall not exceed 45 minutes for elementary and middle school and 60 minutes for high school students, except in remote areas of the DISTRICT attendance area with DISTRICT approval.
- Buses shall not depart from school earlier than 8 minutes after school dismissal without approval of the school principal.

**B. SCHOOL SCHEDULES**

Setting of school hours is the responsibility of the DISTRICT. It is recognized, however, that school hours impact on the ability of the CONTRACTOR to efficiently meet the requirements of the Agreement. The DISTRICT will inform the CONTRACTOR of any planned changes in school hours, from one year to the next, no later than June 15. The CONTRACTOR will support the DISTRICT in its establishment of the best combination of school and bus schedules by August 1, with all final decisions at the discretion of the DISTRICT.

**C. SCHEDULE ADJUSTMENTS**

Whenever practical, changes in scheduled route pick up or drop off times will be communicated to students, parents and schools one week before implementation.

**D. OTHER ACTIVITIES**

The CONTRACTOR will, during the period of the contract agreement, provide transportation for all students or authorized personnel as may be required by the DISTRICT on field trips, excursions, athletic activities, or other purposes designated by the DISTRICT.

The CONTRACTOR shall assign athletic trips, field trips or other activity trips in conjunction with regular routes to minimize costs to the DISTRICT whenever practicable. Where not practical to do so, these trips will be assigned based on availability of equipment and least cost to the DISTRICT.

The CONTRACTOR shall have sufficient available drivers to support at least four (4) activity trips during regular home to school routing hours.

**7. STAFF**

**A. CONTRACTOR STAFF**

For the protection of the children, drivers and other persons coming in contact with the children must be of stable personality and of the highest moral character. The DISTRICT places responsibility upon CONTRACTOR and CONTRACTOR agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of word or conduct whatsoever, nor shall CONTRACTOR allow a person to drive a

school bus who is not at the time in a condition of mental, physical or emotional stability.

- CONTRACTOR shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours so as to be able to perform uninterrupted reliable on time service in case of emergencies, no-shows, and other exceptional circumstances. The CONTRACTOR will provide a detail summary of staffing proposed for the contract.
- The responsibility of selecting, hiring, training, supervising and disciplining of drivers and all other employees shall rest upon the CONTRACTOR. In the selection and hiring process, the CONTRACTOR shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal and safe driving records. The CONTRACTOR will be responsible for fingerprinting all employees that come in contact with students (ORS 181.537, ODE Memorandum No. 34-1996-97). The CONTRACTOR shall not knowingly employ anyone who has:
  - A felony or misdemeanor conviction within the past ten years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
  - Conviction of DUII (within the last 10 years), manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
  - Conviction within the past two years of careless or reckless driving.
  - Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
  - A pattern of driving violations on the record.
  - Drivers must meet all requirements of the Oregon Department of Education for School Bus Drivers.
- CONTRACTOR must have in place a program for mandatory drug testing/screening for all new hires, mandatory post accident drug testing, and random testing of all employees.
- The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the CONTRACTOR and the CONTRACTOR agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the CONTRACTOR's ability to comply with this requirement. The CONTRACTOR further agrees that the DISTRICT shall have the right by written order to require removal from the CONTRACTOR's operation serving the DISTRICT any person(s) or driver(s) who in the opinion of the DISTRICT, is not of appropriate personality, character, temperament or qualifications to operate a school bus as set forth in this Agreement, or who is not in compliance with this

contract, the DISTRICT Policy or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

**B. CONTRACTOR'S PERSONNEL**

- Site Manager
  - CONTRACTOR shall provide an on-site manager with significant supervisory experience in the field of student transportation.
  - The DISTRICT shall have the right of final approval of the appointment of the on-site manager and to require removal from CONTRACTOR's service to the DISTRICT of any management person who has not performed to the satisfaction of the DISTRICT. It is the expectation of the DISTRICT that the Site Manager assigned to administer this Contract with the DISTRICT will remain for the duration of the Contract if at all possible. The DISTRICT requires six months notification of any consideration of employment status change of the on-site manager that is under the control of the CONTRACTOR.
  - The on-site manager shall have the experience, skills and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the CONTRACTOR. The DISTRICT's expectation is that the on-site manager will have the ability to manage all phases of student transportation. The on-site manager skills will include computer literacy with word processing, spreadsheets, and electronic communication. The manager's duties will include all functions necessary for full administration of all Contract requirements. These shall include, but not be limited to, responding to parent concerns and complaints, coordinating with and supporting individual schools, supporting and helping implement DISTRICT programs for student behavior management, driver training, etc.
- In addition to on-site manager, CONTRACTOR agrees to provide, at minimum the following personnel on site:
  - CONTRACTOR agrees to designate a safety and discipline officer, acceptable to the DISTRICT, who shall work with students, drivers, school personnel, and parents. The safety and discipline officer may also be the on-site manager.
  - CONTRACTOR agrees to provide a dispatcher, who shall communicate with DISTRICT personnel, parents and drivers so as to coordinate the safe and uninterrupted flow of transportation services.
  - CONTRACTOR shall provide a full time maintenance supervisor, other than the on-site manager and dispatcher, experienced and knowledgeable in the area of school bus maintenance. Maintenance supervisor will be required to understand maintenance requirements



and standards applicable to the Oregon State Department of Education.

- CONTRACTOR agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and performance under the terms of this agreement, fully complying with all State and DISTRICT laws and regulations.
- CONTRACTOR agrees to provide other staff as necessary to meet the service expectations of the Agreement.

#### **C. MINIMUM REQUIREMENTS OF DRIVER**

- CONTRACTOR shall permit subject school buses to be operated only by well-trained and competent drivers who hold valid CDL licenses and school bus driver's certificates issued by the State of Oregon Department of Education.
- CONTRACTOR shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.
- CONTRACTOR shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this contract shall be a driver assigned to a specific route(s) at the commencement of each school year and is normally expected to remain until the end of the school year. The CONTRACTOR may transfer drivers among routes whenever the interest of the students may be served, but shall minimize such transfers throughout the year. The DISTRICT reserves the right to request a replacement or transfer of a driver for good cause.
- The CONTRACTOR shall provide to the DISTRICT a signed compliance notification prior to the beginning of each school year and by March 15th, that: 1) all drivers have satisfactorily passed a pre-trip inspection and behind the wheel test, and 2) that the CONTRACTOR has in its files a copy of the criminal verification and driving record report for each driver along with a list of drivers waiting for approval.
- A driver supervisor shall ride with every certified bus driver at least once each year for the purpose of observing and evaluating their drivers' practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The CONTRACTOR will submit a report to the DISTRICT listing all drivers and

their review dates. In addition, the DISTRICT may at any time have a representative ride with any driver of the CONTRACTOR for the purpose of observation to assure compliance with the terms and conditions of this agreement.

**D. STAFFING HOURS**

The CONTRACTOR shall have resident at its facilities a competent manager between the hours of 8:00 a.m. and 5:00 p.m. The manager shall be authorized to act on behalf of the CONTRACTOR. CONTRACTOR shall provide sufficient support staff at other times as required by activity trips. Necessary support staff, including competent dispatchers, will be on duty until the last regular route bus returns to the bus facility at the end of the day on all days that buses are running on regular home-to-school routes or on call at other times as required by activity trips. Personnel are subject to DISTRICT approval.

Outside of hours of operations, the office phones will be turned over to an emergency answering service that can take messages and/or contact CONTRACTOR management 24 hours a day.

**E. EMERGENCY CONTACT**

One or more emergency phone numbers must be provided to the DISTRICT where CONTRACTOR can be reached 24 hours a day, 7 days a week in case of emergency.

**F. APPAREL AND NAME BADGES**

The DISTRICT requires that all employees of CONTRACTOR be issued photo name badges to be worn while on duty in providing service to the DISTRICT. The DISTRICT also requires that all CONTRACTOR staff maintain a professional appearance appropriate for the duties, in accordance with standards to be worked out with the DISTRICT.

**8. REPORTS**

**A. DISCIPLINE AND HEALTH**

CONTRACTOR shall provide the DISTRICT on the day of the incident, student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the DISTRICT will be made immediately.

**B. ACCIDENT**

- CONTRACTOR shall notify the Superintendent or designee immediately by telephone of any vehicle accident or injury.

- The CONTRACTOR will provide within two hours of an accident the number of students and staff on the bus at the time of the accident, their full names and their seating position on the bus, where applicable.
- The CONTRACTOR will provide any additional information to the DISTRICT as required in DISTRICT Policies and Procedures.
- CONTRACTOR shall forward within twenty-four (24) hours of each accident where an injury is sustained a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident and filed according to State law and regulations.

**C. DAILY BUS REPORT (DBR)**

CONTRACTOR shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of Rate base fees to the DISTRICT. Reports shall be completed for each individual bus movement by date and route. The original shall remain on file at the transportation facility and be available for DISTRICT audit and review on request. Final form design is to be approved by the DISTRICT. The DBR will include at a minimum the following components:

- |               |                      |                    |
|---------------|----------------------|--------------------|
| • Date        | • Hours              | • Ending Time      |
| • Route #     | • Odometer Readings  | • Trip Time        |
| • Vehicle #   | • Break out of Miles | • # of Students    |
| • Capacity    | • School or Location | • Driver Signature |
| • Driver Name | • Trip #             |                    |
| • Sign On/Off | • Starting Time      |                    |

Final form design is to be approved by the DISTRICT. Proposers are asked to submit a sample form.

**D. BUS DRIVER INFORMATION REPORTS**

CONTRACTOR shall have in its files and made available to the DISTRICT upon request, information such as, but not be limited to, drivers' names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.

**E. BOOKS**

The DISTRICT retains the unrestricted right to inspect the CONTRACTOR's buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.

**F. STATE REPORTS**

CONTRACTOR shall furnish to the DISTRICT copies of all transportation reports sent to or received from the State of Oregon related to services

perform under the DISTRICT Agreement. This will include annual preparation in draft form of the state annual transportation report, form 581-2249 by August 10th of each year.

**G. INSPECTION/CERTIFICATION REPORTS**

CONTRACTOR shall, by July 1 of each year, provide written lists of all Contract buses and vehicles including year, make, size, and specifications to be used for student transportation by the CONTRACTOR or a letter from a manufacturer committing that buses will be available by August 15 of the subject year. Prior to DISTRICT approval, the CONTRACTOR shall pre-inspect all the above buses, vehicles and provide the DISTRICT with complete copies of the Oregon Annual Vehicle Inspection/Maintenance and Certification (Forms 581-2255 and 581-2256C) by August 15 of the subject year or no later than ten working days prior to their use by the CONTRACTOR for student transportation. CONTRACTOR shall correct all discrepancies within two weeks and notify the DISTRICT in writing of the same.

**H. MONTHLY REVIEW**

CONTRACTOR's on-site manager shall formally meet with DISTRICT designated personnel at least once every month to report on achievements, areas of concern, activities performed in compliance with the Contract and information of interest regarding news and changes in the school transportation industry. CONTRACTOR shall make such special reports, studies and surveys regarding student transportation as are reasonably necessary to or requested by the DISTRICT.

**I. MONTHLY SUMMARY REPORT**

By the tenth (10) calendar day of the month following, the CONTRACTOR shall supply the DISTRICT with a monthly summary report. The report will include, but not necessarily be limited to:

- The number of open routes
- Current number of assigned drivers
- Current number of substitute/cover drivers
- Number of drivers in training and estimated completion date
- The number of accidents
- ~~The number of vehicle breakdowns~~
- How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
- Late buses, indicating what school, route, date, day, time and reason
- Bus capacity and average daily ridership by route, AM, Mid-day and PM

**J. DISTRICT MEETINGS**

CONTRACTOR's on-site Manager shall be available for attendance at DISTRICT meetings and school board meetings as needed when requested by the DISTRICT.

**K. ANNUAL PRESENTATION**

CONTRACTOR shall be available to make a presentation annually to DISTRICT designated personnel and/or the DISTRICT Board of Directors summarizing the prior year's activities, latest developments within the field of student transportation, the CONTRACTOR's company, other items of interest to the DISTRICT and plans for the year ahead. The DISTRICT will attempt to provide a minimum of 30 days notice to the CONTRACTOR of such presentations.

**L. MONTHLY BILLING**

CONTRACTOR will provide to the DISTRICT, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work up. The spreadsheet details and design are to be approved by the DISTRICT.

**9. COOPERATION**

Student transportation has great visibility in the community and plays a key part in the DISTRICT's relationship with the community and the community's perceptions of the DISTRICT. It is crucial to the maintenance of a positive and cooperative community environment, and it is an essential ingredient to the DISTRICT's achievement of its educational goals, that the CONTRACTOR becomes a positive and supportive partner in communicating and conveying true interest and concern to the public. This need is so important that it constitutes a major factor by which CONTRACTOR performance will be judged by the DISTRICT.

**A. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS**

CONTRACTOR will be responsible for answering inquiries from the public regarding drivers and student problems, schedules, and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the designated DISTRICT official or, in his/her absence or unavailability, to another appropriate DISTRICT Office administrator.

**B. INQUIRIES ABOUT ROUTES AND BUS STOPS**

CONTRACTOR will be responsible for answering inquiries from the public regarding routes, schedules, and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the designated DISTRICT official or, in his/her absence or unavailability, to another appropriate DISTRICT Office administrator.

**C. COURTESY AND PATIENCE**

The DISTRICT is dedicated to its community role as a customer service organization. DISTRICT patrons must find positive responsiveness in their contact with the CONTRACTOR and all of its personnel.

**D. STAFF/DRIVER MEETINGS**

Joint meetings for training and open exchange between DISTRICT staff and Drivers will be held annually at a minimum. It is mandatory that all CONTRACTOR drivers and staff attend these meetings unless excused by the DISTRICT. The CONTRACTOR and its drivers shall work in support of DISTRICT policies and strategies regarding interaction with students and handling of behavioral problems. It is absolutely essential that the DISTRICT and the CONTRACTOR establish open and constructive communications. This important relationship will also be a major factor in the DISTRICT's evaluation of CONTRACTOR performance.

**10. SAFETY PROGRAM**

The absolutely critical aspect of any student transportation program is the safety of the students. The DISTRICT expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of DISTRICT policy regarding rider behavior and behavioral problems.

- A. CONTRACTOR shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes but is not limited to a regularly scheduled safety meeting for CONTRACTOR's personnel. It shall also include a school bus safety and training program for students.
- B. Prior to the beginning of each school year all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.
- C. The CONTRACTOR will develop and maintain, with DISTRICT approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the DISTRICT's Emergency Plan. The CONTRACTOR will instruct all of its employees in the content of both the CONTRACTOR's and the DISTRICT's emergency plans. The CONTRACTOR shall develop procedures for handling student emergencies during transport to be provided to the drivers and kept on all buses at all times.
- D. CONTRACTOR shall be available to make a bus safety presentation to classes of students in grades K-8 within the DISTRICT as advised and directed by the DISTRICT. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.

- E. CONTRACTOR will include in its proposal a copy of the company's safety policy.

## **11. INCLEMENT WEATHER**

The CONTRACTOR shall operate during inclement weather conditions unless routes are canceled by the DISTRICT. CONTRACTOR shall provide in a timely manner for appropriate equipment (chains and snow tires) and trained personnel, and shall implement DISTRICT defined alternate routes as necessary to operate under such conditions. The DISTRICT shall have the sole responsibility of altering bus routes or canceling bus service for that day. To ensure that the DISTRICT is able to make a sound decision pertaining to the cancellation or alteration of bus routes, the CONTRACTOR is required to travel and inspect all designated roads during inclement weather and consult with the Superintendent regarding road conditions prior to 5:30 AM or as agreed to by the DISTRICT. Should bus services be required, CONTRACTOR agrees that it will abide by the decision of the DISTRICT and will operate the routes as normally as possible. During the fall of each year, CONTRACTOR shall meet with the DISTRICT to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

## **12. STUDENT MANAGEMENT**

### **A. DRIVER TRAINING AND CONSISTENCY**

The DISTRICT pursues diligently the consistent handling of student behavior issues so that our students know what to expect. It is important that our bus drivers also work for consistent treatment and expectations of students for us to jointly maintain sound DISTRICT wide codes of conduct. The DISTRICT shall share DISTRICT procedures and policies and the CONTRACTOR will develop and share their procedures relative to student conduct, and shall provide adequate training to its drivers in these standards. The CONTRACTOR shall maintain a continuing program to assure and promote driver adherence to DISTRICT procedures and standards.

### **B. BEHAVIOR PROBLEM**

CONTRACTOR shall follow DISTRICT procedures in reporting student behavior problems relative to the buses to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the DISTRICT policy. It is the responsibility of the CONTRACTOR to implement and follow through with all student disciplinary action including but not limited to issuing misconduct citations, following through with revoked bus riding privileges, meeting with parents, and communicating with principals and school DISTRICT counselors concerning student behavior. Drivers are responsible for filling out bus citations, communicating with principals, supporting principals' actions and meeting with principals and parents when necessary. The successful bidder shall set forth in detail his proposed student

discipline program. A procedure shall be developed, subject to the approval of the DISTRICT, to report defined cases of student misbehavior on buses to the building principal or his office.

### **C. COMMUNICATIONS**

- In addition to, and as an important supplement to other forms of communication between CONTRACTOR and the DISTRICT, CONTRACTOR's drivers and DISTRICT's principals shall establish direct communications to assure timely awareness of and solution to problems.
- CONTRACTOR shall be responsible for answering all calls related to drivers and student problems. CONTRACTOR is expected to work with building staff in individual school buildings in resolution of problems with students. DISTRICT personnel will be available for calls that cannot be satisfactorily resolved by the CONTRACTOR. For students in alternative placements outside of the DISTRICT, the CONTRACTOR shall work with the DISTRICT's Director of Special Education.

### **13. DISTRICT PERSONNEL DRIVERS**

- A. In certain circumstances the DISTRICT may desire its staff to operate type 20 vehicles to transport students. The CONTRACTOR shall allow qualified DISTRICT personnel to drive such CONTRACTOR vehicles for field trips, excursions, school projects, activities, sports and other DISTRICT approved activities. In such cases, no driver charge will be made by CONTRACTOR to DISTRICT. DISTRICT personnel assigned to drive CONTRACTOR vehicles shall meet all legal requirements for the operation of those vehicles including required licensing and certification. All DISTRICT qualified drivers shall meet CONTRACTOR approval. DISTRICT will insure for negligent acts of DISTRICT drivers and vehicle damage while operated by DISTRICT qualified drivers under the DISTRICT's hired vehicles policy. DISTRICT shall be responsible for vehicle fuel cost.
- B. CONTRACTOR agrees, by separate fee to DISTRICT, to provide the following service for approved DISTRICT staff who desire to operate type 20 vehicles:
  - ~~CONTRACTOR shall provide the necessary classroom instruction to qualify DISTRICT personnel to legally operate such vehicles.~~
  - CONTRACTOR must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.
  - DISTRICT shall notify the Department of Education as to those qualified to drive such vehicles as well as initiate drivers' records checks and maintain a current and accurate list of qualified drivers.



## TERMS AND CONDITIONS – COSTS/FEES

### 1. COST/FEE STRUCTURE

CONTRACTOR will bill DISTRICT based upon the following:

#### A. RATE BASED FEES

- All operational costs, except as identified separately, of the CONTRACTOR are included in the mileage and hourly rates indicated below. These include but are not limited to:
  - Overhead, facilities, insurance, management/office staffing, routing and other software, mechanic staffing and equipment, service vehicle, spare vehicles, miscellaneous operating expenses, etc.
- Rate fees may not be charged for items such as state mandated drills, driver training, or test route driving.
- All charges to the DISTRICT for mileage or travel time shall start when bus departs transportation facility and end when bus reaches transportation facility on return.

#### HOME TO SCHOOL BUSING RATES

|   |          |
|---|----------|
| 60-78 Passenger Transit or Conventional Bus 65 mile base rate | \$183.43 |
| Excess mileage rate per mile                                  | \$1.15   |

#### SPECIAL EDUCATION BUSING RATES

|   |          |
|---|----------|
| 10-30 Passenger Mini Bus w/o Lift 65 mile base rate | \$183.43 |
| 10-30 Passenger Mini Bus w/Lift 65 mile base rate   | \$183.43 |
| Excess mileage rate per mile                        | \$0.71   |
| Bus monitor rate per hour, if needed                | \$13.54  |

#### FIELD TRIPS or ACTIVITY TRIPS

|   |         |
|---|---------|
| 60-78 Passenger Transit or Conventional Bus rate per mile | \$0.00  |
| Type 20 Activity Bus rate per mile                        | \$0.00  |
| Driver rate per hour                                      | \$15.57 |
| Driver standby rate per hour                              | \$15.57 |
| Weekend Driver rate per hour                              | \$23.36 |
| Weekend Driver standby rate per hour                      | \$23.36 |

#### B. BASIS FOR ANNUAL ESCALATION OF FEES

For each year, subsequent to the initial year, of the service agreement period, CONTRACTOR is entitled to raise all scheduled fees. Annual increases, over the current rates, will be by the following CPI indicator:

*Consumer Price Index – Western States, Portland, Oregon (CPI-W Portland), All Items for Urban Wage Earners and Clerical Workers, published by the US Department of Labor, Bureau of Labor, First Half, no less than zero.*

### **C. OTHER CHARGES**

#### *Maintenance of District Owned Vehicles*

|                                  |         |
|----------------------------------|---------|
| Mechanic Rate per Hour           | \$33.00 |
| Parts, Markup over Cost          | 10%     |
| District Bus Driver Training Fee | \$35.00 |
| Classroom per session            | \$35.00 |
| Behind the Wheel                 | \$35.00 |

When alternative means of providing student transportation are available, CONTRACTOR shall select the method resulting in the lowest cost to DISTRICT, provided transportation requirements are met.

## **2. CONTRACTOR CHARTERS**

The DISTRICT recognizes that the CONTRACTOR will be providing transportation for charter work and CONTRACTOR business that is unrelated to services provided to the DISTRICT. CONTRACTOR will develop an accurate system to track such use and submit a proposed method to reimburse the DISTRICT for all costs associated with those charter buses used.

CONTRACTOR will ensure that chartered buses do not show DISTRICT's name on the bus.

## **3. COMPENSATION**

CONTRACTOR will bill for and be paid a monthly amount 12 months a year.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, this, 20<sup>th</sup> day of June, 2011.

DISTRICT

Fern Ridge School District 28J

  
\_\_\_\_\_


Title: Superintendent

  
\_\_\_\_\_

Title: Chair, Board of Directors

CONTRACTOR

First Student, Inc.

  
\_\_\_\_\_

Title: SR. VICE-PRESIDENT

\_\_\_\_\_