

**TRANSPORTATION AGREEMENT**

**PARTIES:**

**CORVALLIS SCHOOL DISTRICT NO. 509J**

1555 SW 35th Street  
Corvallis, OR 97333

"District"

**FIRST STUDENT, INC.**

201 NE Park Plaza Drive, Suite 240  
Vancouver, WA 98684

"Contractor"

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1: RECITALS**

It is the responsibility of District to transport pupils to and from school and school-related functions in a safe and orderly manner. To achieve this goal, the District has entered into this Agreement and expects the Contractor:

- 1.1 To provide safe transportation to and from school and school-related functions.
- 1.2 To maintain orderly behavior and conduct of students on buses.
- 1.3 To provide a close working relationship between the management of the Contractor and the management of the School District. Contractor shall provide management dedicated solely to the District contract.
- 1.4 To provide positive public relations between the Contractor and the District community and school personnel.
- 1.5 To provide a transportation schedule that anticipates student riding times to and from school of 50 minutes or less, each way.
- 1.6 To permit emergency closures during the normal school day with maximum one-hour notifications to contractor.
- 1.7 To provide for replacement or repair of failed equipment within a thirty (30) minute notification time.
- 1.8 To provide for a complete preventive maintenance program with qualified maintenance personnel.

- 1.9 To provide in-service training to all employees involved in student transportation, regarding knowledge of operating procedures, including job responsibilities, expectations and school policies.

## ARTICLE 2: TERMS AND CONDITIONS

### 2.1 Legal Requirements

- A. Contractor will comply with the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning equal employment opportunities and Americans with Disabilities Act requirements. All information and reports required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the District upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders.
- B. Contractor shall comply with all applicable State and Federal laws and rules and regulations that apply to public school districts, including rules and regulations issued by the Oregon Department of Education and the Oregon Superintendent of Public Instruction. Should Contractor violate or fail to comply with any of the foregoing, with the result that any penalty is imposed against the Contractor or the District, or there is a reduction or nonpayment to the District of any state transportation reimbursement, or of state basic school support, or any state or Federal financial support or other aid of any kind, then Contractor shall be liable to the District for any penalty charged or reimbursement reduction imposed upon the District, and shall compensate District in full for any loss.
- C. All necessary permits and licenses shall be obtained by the Contractor with the exception of permits and licenses which are required to be in the District name, in which case the Contractor shall assist the District in obtaining same.
- D. The Contractor shall give all necessary notices, shall pay all fees and taxes required by law, and shall comply with all laws, ordinances, governmental rules and regulations relative to performance of Transportation Service under this contract including without limitation of the foregoing, applicable regulation of the Oregon Motor Vehicles Code and the State Department of Education.
- E. The Contractor shall comply with all applicable laws, ordinances, governmental rules and regulations with respect to employees performing services under the contract including but not limited to, all applicable law pertaining to old age benefits, unemployment compensation, worker's compensation, leave provisions and health insurance and minimum wage and hour requirements.
- F. It is agreed that the Contractor shall make prompt payment, as due, to all persons supplying to the Contractor labor or material for the prosecution of the work provided for herein, pay all contributions or amounts due to the Contractor's worker's compensation insurance carrier from the Contractor or subcontractor

incurred in the performance of the contract herein, not permit any lien or claims to be filed or prosecuted against the District on account of any labor or material furnished, and to pay employees pursuant to ORS 316.167.

- G. Pursuant to ORS 279B.020, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency or where the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay for the overtime in excess of 40 hours in any one week when the work week is five consecutive days, Monday through Friday, and work performed on Saturday and on any legal holiday specified in ORS 279B.020.

## 2.2 Term

- A. The initial term of this Contract shall begin on July 1, 2015 and expire on June 30, 2020.
- B. With Contractor having satisfactorily performed all of the obligations required of it hereunder, no later than January 31<sup>st</sup> of the final year of the contract, this Agreement may be extended by mutual agreement for additional terms in increments of one to five years.
- C. Such extensions must be agreed upon by January 31 of the then final Contract year or the Contract will expire at the ending date then in effect.
- D. Any contract extension must be under the same terms and conditions as originally agreed to or as amended by mutual consent of the parties, such amendments to exclude rate structure changes, except as provided for in the Contract Extension agreement in writing.
- E. If the District's transportation should be merged or consolidated with that of another school district(s) in the future by action of unification, consolidation or other merger of school districts, then this Agreement may be transferred or extended to or with such a district(s) subject to the approval of parties which shall not be unreasonably withheld or delayed.

## 2.3 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. Contractor acknowledges its access to District policies at the District website ([www.csd509j.net](http://www.csd509j.net)) and agrees to comply with District policies when providing services under this Contract.
- B. The District shall designate the students for whom Contractor shall provide Regular Service. 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 Service for such students and authorized District Personnel as the District may require.

- C. The provisions of this paragraph do not alter District authority and rights defined elsewhere in the Agreement but not delineated in this paragraph.

2.4 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
\$5,000	Medical Payments per person
\$4,000,000	Umbrella/Excess Liability

Or a total occurrence limit of no less than \$5,000,000 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 Under Insured (and Uninsured) motorists
\$5,000	Medical Payments per person
\$4,000,000	Umbrella/Excess Liability

Or a total occurrence limit of no less than \$5,000,000 for all coverage combined.

- C. Worker Compensation Insurance shall be maintained as required by law.
- D. Confidentiality. District and Contractor agree to comply with applicable laws relating to protected health information (HIPAA) and protected student information (FERPA). Each party shall ensure that its personnel, employees, affiliates, and agents maintain the individual confidentiality of all persons served by this agreement as well as each entity's business information.
- E. Cyber Security. District and Contractor acknowledge that it may be necessary to electronically transfer data regarding students, staff, and general business information to ensure Contractor is able to provide the services required by this Agreement. Contractor has or will take industry accepted and appropriate steps to ensure the security and confidentiality of electronic data received from the District. In accordance with Section 6, District is not responsible for any third-party injury(ies) and/or claim(s) that may arise in connection with Contractor's actions or inactions relating to transferred electronic data. Contractor may procure insurance which includes coverage relating to cyber security of transferred electronic data, but such coverage does not relieve Contractor of any obligations under this Contract.
- F. Sexual Abuse and Molestation. The Contractor's General Liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than \$500,000 per occurrence and \$1,000,000 aggregate each claim, incident, or occurrence must be provided to the District in the form of a certificate of insurance and must be approved by the District prior to the execution of this agreement.
- G. Sexual Conduct. Contractor acknowledges that District has adopted policy in response to Oregon legislation addressing sexual grooming behavior by school employees towards students and, therefore, does not tolerate any form of sexual conduct with students. Contractor will provide information regarding sexual conduct to all personnel, employees, affiliates, and agents of Contractor who may be interacting with students under the scope of this Agreement in support of the District's policy. This information may be obtained free of charge from the District's Human Resources Department.

## 2.5 Hold Harmless

- A. 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 whosoever, 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. Contractor's indemnification and hold harmless obligation under this section shall not apply to the extent of any loss, damages, suits, penalties, costs, liabilities, and expenses ("loss") arising from or caused by the negligence or willful misconduct of the District, its agents or

employees, only to the extent that such loss arises out of the fault of the Contractor, as well as loss due to passenger to passenger violence or routing, unless there was a good faith adherence by the Contractor to the District's directives, policies and procedures, and the Contractor is without fault.

## 2.6 ForceMajeure

- A. In the event Contractor is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, or 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, the 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.

## 2.7 Arbitration

- A. 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. Arbitration proceedings shall occur in Corvallis, Oregon.
- B. In the event that the parties do not agree to arbitration under subsection 2.7.A, then the matter will be subject to litigation in the Benton County Circuit Court, or if a federal question is presented, then in the U.S. District Court for the District of Oregon in Eugene, Oregon.

## 2.8 Independent Contractor

- A. 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 from the District 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.

## 2.9 Integration and Severability

- A. It is understood that the Contract and its referenced attachments constitute the total integration of all the agreements of the parties and supersedes all negotiations, documents, understandings, representations and past practices of the parties.

Should any provision of the Contract or the application thereof be held invalid or unenforceable, the remainder of the Contract 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.

If conflict or uncertainty as to a contract term arises, or if an ambiguity arises in the interpretation of the contract documents, the terms and provisions of this Agreement shall take precedence over the other contract documents. If the conflict, uncertainty or ambiguity is not resolved by this Agreement, the parties shall look first to the District's Request for Proposal dated December 19, 2014 in describing the requested work and second to Contractor's Response Proposal thereto dated February 4, 2015, for resolving any conflicts, uncertainties or ambiguities. District's RFP dated December 19, 2014 and Contractor's Response Proposal dated February 4, 2015, by this reference, are made a part of this Agreement and are incorporated herein.

## 2.10 Termination or Suspension of Contractor Services

- B. 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. 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:

- (1) Should Contractor be or become insolvent.
- (2) Should Contractor make a general assignment for the benefit of creditors.
- (3) Should Contractor file for protection under the bankruptcy laws of the United States.
- (4) 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.
- (5) Should Contractor regularly fail to perform the transportation services required under this Agreement in compliance with the required time schedule.
- (6) Should Contractor regularly fail to comply with District transportation policies.
- (7) 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.
- (8) 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.

E. Payment on Early Termination. Upon termination under section 2.10, District shall pay Contractor for work performed prior to the termination date if such work was performed and invoiced in accordance with the Contract. District shall not be liable for direct, indirect, special, or consequential damages. Termination shall not result in a waiver of any other claim District may have against Contractor.

## 2.11 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.



## 2.12 Funding

- A. 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. Should the District experience an unexpected shortfall, which would affect the District's ability to fund this Agreement the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Agreement. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the District and the Contractor.

## 2.13 Assignment Prohibited

- A. Neither this Agreement nor any interest herein shall be assigned to any other party or parties without the prior written consent of the District, which shall not be unreasonably withheld or delayed. 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.

## 2.14 Taxes

- A. 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.

### **ARTICLE 3: SPECIFICATIONS**

## 3.1 Scope of Service

- A. To provide safe transportation to and from school and school-related functions. A typical regular school year will require 168-175 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 the full rate 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 school 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 50 minutes unless extended riding time beyond the 50 minutes has been approved in advance by the District.

## 3.2 Contractor Equipment

- A. Maximum Allowable Bus/Vehicle Age: Average age of all buses shall not exceed 15 (fifteen) years. Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the contract:

- (1) Conventional gas buses ten (10) years.
  - (2) Conventional diesel buses fifteen (15) years.
  - (3) Transit buses twelve (12) years.
  - (4) Conventional small buses or van eight (8) years.
  - (5) Conventional propane buses five (5) years.
- B. Approval: Both the Oregon State Department of Education and the District shall approve all used equipment.
- C. 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:
- (1) 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 1st 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.
  - (2) A daily pre-trip bus inspection, and withdrawing a bus from service if a serious defect exists, which includes, but is not limited to steering, brakes, primary vision, exhaust, wheels, or tires.
- D. 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, special education needs, activities, athletics and field trips. Equipment will be added when needed to meet increasing needs. Such additions must be pre-approved by the District. The Contractor agrees to provide the following minimum fleet:
- (1) Regular Home-to-School: Provide as a minimum 35 (thirty five) 71 to 89 passenger buses (plus minimum of 4 spares)
  - (2) Special Needs: Provide as a minimum 13 (thirteen) 15 to 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. The District currently runs 11 (eleven) Special Needs routes, but anticipate increasing to 13 (thirteen) for the 2015/16 school year.
  - (3) Activities, athletics and field trips: Provide as a minimum:
    - (a.) 6 (six) 84 passenger heavy duty transit buses with under carriage luggage storage

- (b.) 2 (two) type 20 vehicles limited to maximum of 15 passengers, 10,000 pound gross vehicle weight
  - (4) 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.
  - (5) 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.
- E. 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.
- F. Radios: Contractor shall equip all buses and vehicles used for the transportation of students and all contractor service vehicles with a District approved two-way radio or other communication system. Contractor must specify system planned to be provided. Contractor agrees to provide adequate coverage meeting the diverse geography of the District.
- G. Video/Digital Monitoring Equipment: All buses used under this Contract, including spares, will be equipped with cameras and video or digital monitoring system.
  - (1) Systems will include a camera, recording device, and microphone and equipment shall be digital only. Analog video equipment is not an option. System components to be approved by the District. Systems shall be kept in good working condition and checked at least once a week by the Contractor to verify that they are working.
- H. 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.

### 3.3 Facilities

- A. **The Contractor** shall have full responsibility for equipping, maintaining and operating a

facility in good repair and appearance satisfactory to the District. Contractor will maintain compliance with all District, city, county, state and federal laws and requirements, including but not limited to environmental requirements. Facility shall be of adequate size to store and maintain the required number of buses to operate in the District.

- B. By no later than June 1, 2015, **Contractor** shall provide address and the location of the transportation facility designated for use in serving the District. **Contractor's** facility must be located within the Corvallis School District's boundary, unless authorized in writing by the District.

### 3.4 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 Needs Routes**: The **Contractor** shall provide services, both in and out of the district, to transport special needs students as required by the District, including provision of necessary vehicles to accommodate all needs. It is agreed that requirements for special needs buses vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.
  - (1) The **Contractor** shall be responsible for developing and coordinating Special Needs 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 Office Facilities & Transportation Department and the affected parents at least 48 hours prior to the effective date of the change.
  - (2) The **Contractor** shall pick up and drop off Special Needs students on the same side of the street where they reside. **Contractor** shall deliver the students to emergency locations whenever directed by the District.
  - (3) ONLY The District's Facilities & Transportation Department, or approved designee, shall provide the **Contractor** with names, addresses, number of students, and receiving schools for Special Needs students who are to be picked up and returned. Requests from unauthorized sources, must first be approved by the District's Facilities & Transportation Department.
  - (4) **Contractor** shall maintain updated records as furnished by District on each Special Needs 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 unattended.
  - (5) The District reserves the authority to review and approve or modify these routes.
  - (6) The District reserves the right to use other transportation sources if the Contractor cannot provide for District requests, if they cannot provide in a timely or cost efficient manner or when it is in the best interest of the District.

- (7) 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.
- (8) 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.
- (9) 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.

C. Route Testing:

- (1) 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.

D. 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.

E. 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.

F. 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.

G. 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. It is the Contractor's responsibility to obtain permission from the property owners.

H. Route Changes: Student 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 bus drivers are not to modify the established District approved bus routes without District approval. If the District increases or reduces the number of buses required to service the routes or reduces the route times, the compensation to the contractor will be adjusted as provided in Article 4. 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.

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.

- J. Software: **Contractor** shall use an automated bus routing software to create and maintain the District's bus routes for maximizing route efficiency. The software must allow web-based access for District staff and integrate an on-line GPS tracking system for all buses. The software shall provide a functional web-based lookup tool for parents to identify the closest bus stop to their home for their student's grade level. Software must be implemented within 60 days of the execution of the contract. Contractor shall provide a minimum of four software licenses to be used by district staff for tracking purposes.

The District will coordinate transfer of student data for the purposes of computerized bus routing.

Contractor agrees to utilize the District-provided web-based software that allows staff to request field trips, and routes through the district system for approval. Once approved by the District, the Contractor shall log into the web-based software program to confirm, schedule and track field trip information.

K. Route Optimization.

- (1) Contractor shall complete a comprehensive route review and optimization annually. The review shall include evaluation of, and routes should be optimized considering, the following:
  - (a) Number of buses required,
  - (b) Route times,
  - (c) Ride times,
  - (d) Cost incurred by the District,
  - (e) Mileage, and
  - (f) Ridership on each route
- (2) Before the first school year of the new contract, the Contractor must to scrub all routes and stops and optimize routes based on student location and need.
- (3) **Contractor** shall provide a recommendation, including rationale, based on this optimization to the District for any route changes to be implemented for the subsequent school year no later than February 15 of the year prior. Any changes to existing routing would first be implemented in the fall of 2015.

### 3.5 Schedules

A. Bus Arrival, Departure, Travel Times: The Contractor in developing and driving the routes will strive to comply with the following guidelines.

- (1) Student arrival at school in the morning (am): between 20 minutes and 10 minutes prior to school or breakfast starting time.
- (2) Bus arrival at school to pick up student in the afternoon (p.m.): No later than

10 minutes after school dismissal time for primary and middle schools and 20 minutes after dismissal time for high school.

- (3) Riding time shall not exceed 45 minutes for elementary and 60 minutes for middle school and high school students, except in remote area of the Corvallis attendance areas.
- (4) 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 have great 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 July 1. The Contractor will support the District in its establishment of the best combination of school and bus schedules by August 7th, with all final decisions at the discretion of the District.
- C. Schedule Publication: By August 7th of each year, Contractor will provide a written summary of A.M. route schedules presented separately by route and by street for district publication to parents. Contractor shall provide the routes in a format specified by the District.
- D. Schedule Adjustments: All route schedule adjustments that are more than five minutes earlier or later must be approved by the District's Facilities & Transportation Office prior to implementation. Changes must be communicated in writing to all riders and the school at least 48 hours in advance of implementation. Contractor shall provide a route update procedure to be approved by the District.

### 3.6 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.
  - (1) 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.
  - (2) 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) 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.
  - (b) Conviction of DUII, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
  - (c) Conviction within the past two years of careless or reckless driving.
  - (d) Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
  - (e) A pattern of driving violations on the record.
  - (f) Drivers must meet all requirements of the Oregon Department of Education for School Bus Drivers.
- (3) 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.
- (4) 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:

The Contractor shall provide the following staffing dedicated solely to this District 509J contract.

- (1) Site Manager:
- (a) Contractor shall provide a full-time on-site manager with significant supervisory experience in the field of student transportation.
  - (b) 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 Onsite 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.
  - (c) 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.

- (2) In addition to the on-site manager, Contractor agrees to provide, at minimum the following personnel on site:
- (a) 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 Site-Manager.
  - (b) Contractor agrees to provide a full time Dispatcher, other than the Site-Manager. Dispatcher shall communicate with District personnel, parents and drivers so as to coordinate the safe and uninterrupted flow of transportation services. In addition, the Dispatcher will serve as back-up for the Router.
  - (c) **Contractor** agrees to provide a full time Router (other than the Dispatcher, Site-Manager, or Safety and Discipline Officer) to implement the mandatory on-line routing software.
  - (d) Contractor shall provide a full time Maintenance Supervisor, other than the 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.
  - (e) 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.
  - (f) Contractor agrees to supply at least one employee at the location during business hours that is fluent in Spanish, both written and verbal, and provide support for Spanish speaking families of the District. All written communications to students and families must be provided in English and Spanish.
  - (g) Contractor shall establish translation services accessible during any hours they are providing services for the District in any language necessary to meet customer needs.
  - (h) If the District has an emergency event with a lost student whose family speaks Spanish, Contractor will immediately provide a person to communicate with the family. It is agreed that written translation can be supported by a contracted service at the discretion of the Contractor.

- (i) Contractor agrees to provide other staff as necessary to meet the service expectation of the Agreement.

C. Minimum Requirements of Drivers:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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, 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, and (3) all drivers have completed annual trainings on Child Abuse (identification and role as mandatory reporter) and Sexual Conduct (staff to student). These training programs must be approved by the District, or the District can provide web-based training in these areas.
- (5) (5) A driver supervisor shall ride with every certified bus driver at least once each semester 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 during the hours of 5:30 a.m. and 6:00 p.m. and at other times as required by activity trips. Necessary support staff, including competent dispatchers, will be on duty normally (1) from 5:30 a.m. to 6:00 p.m. or 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 and (2) On call at other times as required by activity trips. Personnel are subject to District approval.

- 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. The Site Manager must have a cellular phone.
- F. Apparel and name Tags: The District requires that all employees of Contractor be issued name tags 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 (including no offensive odor), in accordance with standards of the District.

### 3.7 Reports

- A. Discipline and Health: Contractor shall provide the District Facilities and Transportation Department 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 Facilities and Transportation Department will be made immediately.
- B. Accident
  - (1) Contractor shall notify the designated District Facilities and Transportation Department or designee immediately by telephone of any vehicle accident or injury.
  - (2) In the event of an accident, the Contractor will immediately notify the District of the accident and the number of students on the bus at the time of the incident. Within thirty (30) minutes of notification to the District, the Contractor shall provide the full names of students and staff on the bus at the time of the accident. Within two (2) hours the Contractor shall provide in writing to the District the full names and seating position of all passengers on the bus.
  - (3) The Contractor will provide any additional information to the District as required in District policies and procedures.
  - (4) **Contractor** shall provide written report describing all details of any accident on the same day it occurred. It is the Contractor's responsibility to report all accidents in compliance laws and regulations of the Oregon Department of Education and governing Department of Motor Vehicles.
- 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. These 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. An alternate automated system may be used only if it is previously approved by the District in writing.
- 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-M by August 1st of each year.
- G. Inspection 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 in Portland, Oregon 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-M and 581-2256-C) 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. Bi-Monthly Review: Contractor's on-site manager shall formally meet with District designated personnel at least once every two months 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:
  - (1) The number of open routes,
  - (2) Current number of assigned drivers,
  - (3) Current number of substitute/cover drivers,
  - (4) Number of drivers in training and estimated completion date,
  - (5) The number of accidents,
  - (6) The number of vehicle breakdowns,
  - (7) How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
  - (8) Late buses, indicating what school, route, date, day, time and reason,
  - (9) Bus capacity and estimated daily ridership by route, AM, Mid-day and PM, and
  - (10) Number of student citations written at each school, identified by route number.
- J. District Meetings: Contractor's on-site Manager shall be available for attendance at District meetings and school board meetings as needed and 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. Invoices and supporting documents are to be submitted to the District electronically unless alternative arrangements are made to the prior satisfaction of the District.

### 3.8 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. Contractor shall respond to inquiries from the District Office or School Administrator within 24 hours of inquiry. Video surveillance requests must be provided to the District within 48 hours of inquiry.
- 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.

E. Driver Training for Severe Medical Issues:

Contractor agrees to provide training time for all drivers to be certified in Treatment of Severe Allergy in accordance with ORS 433.800 to 433.830 and OAR 333-055. The District will also identify routes for which Contractor will provide drivers who are certified as Emergency Glucagon Providers. These trainings require a pre-requisite certification in First-Aide & CPR, which shall be provided by the Contractor. The District will provide qualified staff only for training in treatment of severe allergy and glucagon. Contractor should provide each driver with one hour training time for each training, as needed.

3.9 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.

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.

3.10 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 Manager of Facilities and Maintenance and/or designated Administrator regarding road

conditions prior to 4:30 AM. 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.

### 3.11 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 Problems: The District uses Positive Behavioral Intervention and Supports (PBIS) as a systemic approach to proactive positive behavior district-wide. All drivers will attend a minimum of three one-hour trainings per year offered by the District. These trainings may include implementation and maintenance of PBIS strategies as well as strategizing communications with the schools and/or families. The Contractor is required to reinforce PBIS actively on all District routes. In addition, the Contractor will support an on-site PBIS committee for their Drivers that meets once a month to strategize PBIS activities and support their fellow Drivers.

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. Within 30 days of the effective date of this Contract, Contractor will develop and submit a written procedure to the District, 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:
- (1) 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.
  - (2) 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 Facilities and Transportation Department.

- (3) The Site Manager, Safety Manager, Dispatcher, and Router must all have access and be fluent in the use of email for communicating district information.

### 3.12 District Personnel Drivers

- A. In certain circumstances the District may desire its staff to operate type 10 or 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. Contractor 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 10 or 20 vehicles:
  - (1) Contractor shall provide the necessary classroom instruction to qualify District personnel to legally operate such vehicles.
  - (2) Contractor must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.
  - (3) Contractor shall be obligated to 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.

## ARTICLE 4: ECONOMIC TERMS

### 4.1 Rates for 2015-2020

- A. The rates for the 2015-2020 academic years are attached as Appendix A, Rate Schedule, and by this reference are incorporated into this Agreement. The Rate Components are defined as follows:
  - (1) Fixed Cost Fees:
    - (a) Included Costs: This fee category is intended to pick up the balance of fixed costs for the full year, based on the current level of transportation service represented by this request, and so that rate based fees do not contain a fixed cost component. Examples of intended fixed costs include, but are not limited to: facilities, insurance, management/office staffing, routing software, mechanic staffing and equipment, service vehicle, miscellaneous operating expenses, etc.
    - (b) Spare Vehicles: It is the intent of this Contract that the fixed cost associated with providing spare vehicles in accordance of the RFP be included in this "Fixed Cost Fee" category.



- (c) **Type 20 Activity Vehicles:** It is the intent of this Contract that the fixed cost associated with providing these two vehicles requested in the RFP be included in this “Fixed Cost Fee” category.
  - (d) **Other Vehicles:** It is not the intent of this Contract that the fixed costs associated with other student transportation vehicles be included in this “Fixed Cost Fee” category.
  - (e) The Fixed Costs Fee will be divided and billed evenly over a 12 month period, divided equally from July to June based on the Districts fiscal year calendar.
- (2) **Rate Based Fees:**
- (a) **Included Costs:** This category is intended to pick up the costs associated with home-to-school routes, special education routes, activity trips, and other miscellaneous transportation of students. Examples of included rate based costs include: driver wages and benefits, vehicle fuel, bus and bus equipment depreciation costs, and supplies associated with vehicle maintenance. Rate Based Fee costs should exclude fixed costs defined above.
  - (b) Rates may be established as daily, hourly, or a combination thereof for activity where students are transported.
  - (c) Rate fees may not be charged for items such as state mandated drills, driver training, or test route driving.
  - (d) **Contractor** will also provide individual fee rates for training district staff as previously specified in this document.
  - (e) **All charges to the District for travel time shall start when bus departs the transportation facility and returns to the transportation facility. The transportation facility has been identified as 931 NW Reiman St., Corvallis, OR.**

- B. In accordance with the scheduled rates of Appendix A, Contractor will bill for and be paid a monthly [Fixed Fee] amount twelve (12) months a year. Billing is due to the District by the 10<sup>th</sup> of each month for the prior month. The Contractor shall separately invoice the District for Rate Based services in accordance with Appendix A. Payment by the District for Rate Based services will be made net 60 days from the District’s receipt of appropriate invoice.

#### 4.2 Contractor Charters.

- A. **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 work that is not related to District business may not negatively impact the District operation. No regular route drivers can be pulled from the regular route to be reassigned to non-District business.**
- B. Contractor will develop an accurate system to track such use and ensure that it does not impact the District in any way.

#### 4.3 Alternative Transportation.

When alternative means of providing student transportation are available, Contractor shall select the method resulting in the lowest cost to the District, provided that all other transportation

requirements are met. The District reserves the right to use other transportation sources when it is in the best interest of the District to do so.

#### 4.4 Changes of Bus Requirements.

If, due to changed requirements or District requests, it is necessary to add or delete the number of buses, the basis for adjusting the costs will be determined from the Rate Based Fee tables for the cost of adding buses or cost of deleting buses. The amounts quoted for Fixed Cost Fees will not be adjusted if the accumulative number of vehicles added/deleted is ten or less from the fleet size initially contracted; if the number exceeds ten, Contractor and District will negotiate any appropriate adjustment to the rates quoted. In the case of eliminated buses, District agrees to pay Contractor for their use up to thirty days after the reduction notice while Contractor attempts to find another location where they can be utilized. If during the life of the Contract, vehicle types not listed on the Rate Based Fee Schedule are required, the District and Contractor shall negotiate their pricing and add them to the Rate Schedule

#### 4.5 Alternate Fuel

The District has opted to accept Contractor's Alternate Fuel Proposal, which includes 29 propane-fueled buses per the attached fleet list (appendix #B-Fleet List) and on-site propane fueling. These pricing terms are reflected in appendix A-Rate Schedule.

#### 4.6 Rate Adjustment, Subsequent Years

4.6.1 It is recognized by the parties hereto that:

4.6.1.1 certain of Contractor's operating and fixed expenses such as the cost of materials, services, and labor may change materially, up or down, during the Contract period;

4.6.1.2 that such changes in cost cannot be determined in advance;

4.6.1.3 that without a realistic adjustment clause in the Agreement, the parties must of necessity agree on a rate high enough to compensate for possible, yet unknown added costs to cover the entire term of the Contract; and

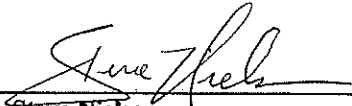
4.6.1.4 that if an adjustment clause which is fair and just is included in the Contract, cost projections can be more accurate and corresponding rate will be lower than it otherwise would be.

4.6.2 Rates for each academic year, following the academic year that begins on July 1, 2015 and ends on June 30, 2016, shall be based upon the rates set forth in Appendix A to this Agreement.

The foregoing, including any attached Appendices, represents the entire Agreement between the parties, and no modification shall be binding upon the parties unless reduced to writing.

Signed this <sup>244C</sup> 17 day of ~~May~~, 2015, at Corvallis, Oregon.

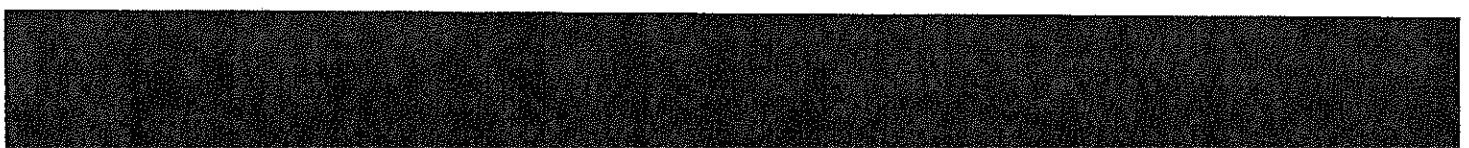
**CORVALLIS SCHOOL DISTRICT NO. 509J**

By:   
Steve Nielsen,  
Director of Finance and Operations

**FIRST STUDENT, INC.**

By: 

School Board Authorized \_\_\_\_\_



**Corvallis School District**  
Transportation Rates

Pricing for July 1, 2015 through June 30, 2020

	15/16	16/17	17/18	18/19	19/20
<b>Fixed Cost</b>					
Annual Fee	\$861,729	\$883,272	\$905,353	\$927,987	\$951,187
Monthly Fee	\$71,810	\$73,606	\$75,446	\$77,332	\$79,265
<b>Transportation Services</b>					
3-hour Base Rate	\$166.25	\$170.41	\$174.67	\$179.04	\$183.51
Overage Rate Per Hour	\$23.91	\$24.50	\$25.11	\$25.74	\$26.38
<b>Days Beyond 171 Minimum Operating Days</b>					
3-hour Base Rate	\$108.06	\$110.76	\$116.30	\$119.21	\$122.19
Overage Rate Per Hour	\$23.91	\$24.50	\$25.11	\$25.74	\$26.38
<b>Rate Reduction for under 171 Operating Days</b>					
3-hour Base Rate	\$107.97	\$110.66	\$113.43	\$116.26	\$119.17
Overage Rate Per Hour	\$24.73	\$25.34	\$25.97	\$26.62	\$27.29
<b>Summer and Extended Year</b>					
3-hour Base Rate	\$166.25	\$170.41	\$174.67	\$179.04	\$183.51
Overage Rate Per Hour	\$23.91	\$24.50	\$25.11	\$25.74	\$26.38
<b>Activity &amp; Field Trips</b>					
Rate per Hour (2 Hour Minimum)	\$24.73	\$25.35	\$25.97	\$26.62	\$27.29
Overnight Charges –Meals	\$35	\$35.88	\$36.77	\$37.70	\$38.64
-Motel	Actual	Actual	Actual	Actual	Actual
<b>Activity Vehicles Driven by District Staff</b>					
Per Hour	\$20.67	\$21.19	\$21.72	\$22.26	\$22.82
<b>Maintenance of District Owned Fleet</b>					
Mechanic Rate, Per Hour	\$55.00	\$57.75	\$59.19	\$60.67	\$62.19
Percentage Markup of Parts over Cost	10%	10.5%	10.76%	11.03%	11.3%
<b>District Bus Driver Training Fee</b>					
Classroom (2 Hour Session)	\$40.00	\$41.00	\$42.03	\$43.08	\$44.16
Behind the Wheel (2 Hour Session)	\$40.00	\$41.00	\$42.03	\$43.08	\$44.16
<b>CPI Increase</b>		2.5%	2.5%	2.5%	2.5%

**CORVALLIS SCHOOL DISTRICT 509J  
Request for Proposals - Student Transportation Services**

**REQUIRED SUBMITTAL FORMS - Alternate Fuel Proposal**

**2- PROPOSAL RATE SCHEDULE**

**A. NAME OF Proposer:** First Student, Inc.

This rate sheet is not intended as a reflection of the actual annual rates to be charged by the Proposer to the District. Cost estimates shown below are to be used by the District for the purposes of comparing annual proposal costs and as the basis for negotiations with the successful Proposer. Rates are to be based upon a minimum of 171 student home-to-school transportation days and based upon current route configurations. Successful Proposer will commit to a final rate schedule, which shall be the basis for any and all fees charged, within the final Agreement with the District.

**B. FIXED COST:**

All Inclusive Fixed Cost as described in Section V. This is based upon maintaining current service level as described in Section VI and other requirements as specified in Sections III and IV.

Annual Fee:	\$ 861,729.36
Monthly Fee:	\$ 71,810.78

**C. RATE BASED COST: (Proposer may select and set a daily minimum rate for the first 0, 1, 2, 3 or 4 hours use. Please insert increment on schedule in place of "first three hours" if necessary.)**

1. Daily Total Minimum rate per route bus, for first three hours, for the following:

84-89 Passenger Heavy-duty Transit Bus	\$ 166.25
65-78 Passenger Transit or Conventional Bus	\$ 166.25
12-30 Passenger Mini Bus w/o Lift	\$ 166.25
12-30 Passenger Mini Bus w/Lift	\$ 166.25
Other: _____	n/a

2. Daily Total hourly rate per route bus for time over the first three hours of daily use:

84-89 Passenger Heavy-duty Transit Bus	\$ 23.91
65-78 Passenger Transit or Conventional Bus	\$ 23.91
12-30 Passenger Mini Bus w/o Lift	\$ 23.91
12-30 Passenger Mini Bus w/Lift	\$ 23.91
Other: _____	n/a

3. Home to School Beyond 171 Minimum Operating Days. Daily Total Minimum rate per route bus for the following:

	Minimum First 3 hours <i>(if applicable)</i>	<u>Per Hour</u>
84-89 Passenger Heavy-duty Transit Bus	\$ 108.06	\$ 23.91
65-78 Passenger Transit or Conventional Bus	\$ 108.06	\$ 23.91
12-30 Passenger Mini Bus w/o Lift	\$ 108.06	\$ 23.91
12-30 Passenger Mini Bus w/Lift	\$ 108.06	\$ 23.91
Other: _____	n/a	n/a

4. Summer and Extended School Year Rates -The rate charged for each regular route bus for each day operated for Summer School or special education extended school year programs is as follows:

	Minimum First 3 hours <i>(if applicable)</i>	<u>Per Hour</u>
84-89 Passenger Heavy-duty Transit Bus	\$ 166.25	\$ 23.91
65-78 Passenger Transit or Conventional Bus	\$ 166.25	\$ 23.91
12-30 Passenger Mini Bus w/o Lift	\$ 166.25	\$ 23.91
12-30 Passenger Mini Bus w/Lift	\$ 166.25	\$ 23.91
Other: _____	n/a	n/a

5. Rate Reduction for Operations Less than 171 days -The minimum daily rate for each regular route bus will be reduced for each day operated less than 171 days as follows:

84-89 Passenger Heavy-duty Transit Bus	\$ 107.97
65-78 Passenger Transit or Conventional Bus	\$ 107.97
12-30 Passenger Mini Bus w/o Lift	\$ 107.97
12-30 Passenger Mini Bus w/Lift	\$ 107.97
Other: _____	n/a

6. All Activity and Field Trip Busing Rate Per Bus, Per Hour -  
If vehicle is not a reserve bus:

84-89 Passenger Heavy-duty Transit Bus	\$ 24.73
65-78 Passenger Transit or Conventional Bus	\$ 24.73
12-30 Passenger Mini Bus w/o Lift	\$ 24.73
12-30 Passenger Mini Bus w/Lift	\$ 24.73
Other: _____	n/a

*2 hour minimum on charter trips*  
If vehicle is a reserve bus (*if rate is different*):

84-89 Passenger Heavy-duty Transit Bus	<u>same as above</u>
65-78 Passenger Transit or Conventional Bus	<u>same as above</u>
12-30 Passenger Mini Bus w/o Lift	<u>same as above</u>
12-30 Passenger Mini Bus w/Lift	<u>same as above</u>
Other: _____	<u>same as above</u>

Overnight Charge (Meals/Motel) \$35 + Actual Hotel Cost

7. Activity vehicles driven by District staff - Buses driven by qualified district staff for student activities will be charged at the following hourly rates:

If vehicle is not a reserve bus:

12-30 Passenger Mini Bus w/o Lift	<u>\$ 20.67</u>
12-30 Passenger Mini Bus w/Lift	<u>\$ 20.67</u>
Other: _____	<u>n/a</u>

If vehicle is a reserve bus (if rate is different):

12-30 Passenger Mini Bus w/o Lift	<u>same as above</u>
12-30 Passenger Mini Bus w/Lift	<u>same as above</u>
Other: _____	<u>same as above</u>

**D. Maintenance of District Owned Vehicles**

Mechanic Rate per Hour	<u>\$ 55.00</u>
Percentage Markup of Part Over Cost	<u>10%</u>

**E. District Bus Driver Training Fee**

Classroom per session (per 2hr session)	<u>\$ 40.00</u>
Behind the Wheel (per 2hr session)	<u>\$ 40.00</u>

**F. BASIS FOR ANNUAL ESCALATION OF FEES**

For each year, subsequent to the initial year, of the service agreement period, Proposer is entitled to raise all scheduled fees. Annual increases, over the current rates, will be as follows:

If fixed rate increases (preferred by district)

Year 2 - Effective 7/1/16	_____
Year 3 - Effective 7/1/17	_____
Year 4 - Effective 7/1/18	_____
Year 5 - Effective 7/1/19	_____

-OR-

If by fixed annual formula or CPI indicator, calculated as follows:

Annual change in the Consumer Price Index - Urban Wage Earners and Clerical Workers  
US City Average, with a min of 2.5%.

**G. Credit for Outside Use**

List the billing credit per bus, per mile or hour, to be provided to District for use of fleet buses serving the District, which are used by Proposer for outside charter services.

N/A - All prices reflect the savings for outside charter usage.

**H. Other Fees**

Any other potential fee charged under this Proposal must be listed below. Attach additional sheet if necessary

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**I. Alternate Fuel Sources Conversion**

Estimated Cost For Converting Fleet	<u>N/A</u>
Estimated Fuel Differential Per Gallon	<u>N/A</u>

Provide pricing details as it applies to overhead costs and hourly rates.  
Proposals for alternate fuel sources will be considered in the District's scoring process.



**CORVALLIS SCHOOL DISTRICT 509J**  
**Request for Proposals - Student Transportation Services**

***3- PROPOSAL TOTAL COST SHEET - Alternate fuel proposal***

This evaluation is not intended to reflect the actual routing costs for the District. It will be used by the District as a means to apply, measure and compare rates provided by the Proposers

Bus Capacity	Home to School	Activity	Duration	Cost
<b>Fixed Costs</b>				
	-	-	12 mo.	\$ 861,729.36
<b>Regular Routes:</b>				
4 ea - 84	5 hr/day	\$ 190.16	171 days	\$ 130,069.44
28 ea - 78	5 hr/day	\$ 190.16	171 days	\$ 910,486.08
<b>Activity Use:</b>				
5 ea - 84	\$ 24.73	3 hr/day	100 days	\$ 37,095.00
2 ea - 20	\$ 24.73	3 hr/day	100 days	\$ 14,838.00
<b>Special Routes:</b>				
6 ea - 20 w lift	6 hr/day	\$ 214.07	171 days	\$ 219,635.82
3 ea - 20	6 hr/day	\$ 214.07	171 days	\$ 109,817.91
<b>Total All Costs</b>				<b>\$ 2,283,671.61</b>

## Appendix B

### FLEET LIST – Alternate Fuel Proposal

12	2015	72 Pac Type C	Propane
7	2015	16-24 Pac Type A	Propane
6	2015	Type A w/Lift	Propane
4	2015	Type C w/Lift	Propane
23	2006	78 Pac Type C	Diesel
1	2015	84 Pac	Diesel
2	2015	14 Pac Type 20	Gas, White Bus
1	2014	1 Pac Type D	Diesel with UST
3	2013	84 Pac Type D	Diesel with UST
1	2005	84 Pac Type D	Diesel with UST
1	2003	84 Pac Type D	Diesel with UST