

**NORWAY-VULCAN AREA SCHOOLS
TRANSPORTATION SERVICES CONTRACT**

SAMPLE

TRANSPORTATION SERVICES CONTRACT

This Transportation Services Contract (“Contract”), dated _____, 2018, is by and between Norway-Vulcan Area Schools, a Michigan general powers school district, organized and operating pursuant to the terms of the Revised School Code, whose address is 300 Section Street, Norway, Michigan 49870 (“District”), and a Michigan corporation, whose address is _____. (“Contractor”) for the provision of transportation services. District and Contractor are each a “Party,” and sometimes collectively referred to herein as “Parties”.

PREMISES

A. On or about February 24, 2018, the District issued a Request for Proposals for the provision of transportation services during the 2018-2019 and 2019-2020 school years (“RFP”), and Contractor submitted a proposal in response to the RFP on or before March 8, 2018 (“Proposal”);

B. Contractor has represented to District that it has the experience, knowledge, and expertise to provide the services required or permitted by the RFP; and,

C. District and Contractor desire to enter into an agreement for the provision of transportation services, in accordance with the terms and conditions of the RFP, the Proposal, and this Contract.

Now, therefore, in consideration of the premises and mutual promises under this Contract, the parties hereby agree as follows:

ARTICLE I TERM

1.1. Term. The term of this Contract shall commence on July 1, 2018 continue through June 30, 2020. For purposes of this Contract, the term “Contract Year” shall mean the one-year period commencing July 1 and ending the following June 30 during the term.

1.2. Contract Extension. At the end of the initial term, subject to satisfactory review of Contractor performance by the District Board of Education, this Contract may be extended by mutual written agreement on a year-to-year basis, at compensation rates then to be negotiated between the Parties.

ARTICLE II SERVICES

2.1. Meaning of “Services.” “Services” (initially capitalized or not) to be provided by Contractor generally means (a) all obligations and responsibilities of Contractor under this Contract, and in particular includes the daily, actual safe, reliable, timely and efficient “to and from school” transportation of each and every student designated by District, (b) providing all buses and other vehicles necessary to provide Services, including equipping, maintenance, and repair, (c) providing and appropriately using transportation/maintenance facilities necessary to provide Services, (d) providing all drivers, mechanics, aides, and supervisors, and (e) any other Services described in this Contract, or otherwise agreed to by the Parties, or otherwise necessary to provide transportation

services in accordance with all applicable legal requirements, the industry standard level of performance, and the requirements of this Contract.

(a) Except as otherwise set forth herein, or as otherwise agreed by the parties in writing, Contractor shall provide Services only for the District's current Regular Route Nos. _____ which consist of approximately _____ miles daily. The District may change the number, distance, or reference number of routes in its sole and reasonable discretion. Without limiting the breadth of the foregoing, it is understood that the District shall have the right to modify routes even if such modification results in fewer miles, and less compensation, to the Contractor.

(b) Services shall be provided on school days and on other days designated by the District, including summer school, to meet the District's regular home-to-school and building-to-building busing and shuttles..

(c) Supplemental transportation shall be provided for students or other authorized persons for school sponsored activities, athletic activities, field trips, community based instruction, work experience programs, and school related special events or excursions, or any other purpose requested by the District, but only if the parties agree mutually agree in writing to the provision of such supplemental transportation services ("Supplemental Services"). Supplemental Services may be provided only if they do not conflict with Contractor's provision of Services. Charges for Supplemental Services will be as listed in the table titled, "Norway Prices on High School & Athletic Trips & Extra Curricular Events" at the back of this contract.

(d) Contractor agrees not to transport any School of Choice students within the District's geographical boundaries to other school districts within the Dickinson-Iron Intermediate School District or to a school district that shares a boundary with the District in which such student(s) has enrolled. An exception to the foregoing may be required by law or may otherwise be granted by the District in writing for students attending Career and Technical Education, collaborative education, or special education courses.

2.2. Limitation of District Obligations. The District expressly retains the right to contract separately with other vendors for transportation services, including regular and/or supplemental transportation. Contractor shall be paid on a per-mile basis, calculated on actual miles driven, and the District is not at any time obligated to pay for services not received.

2.3 Incorporation. The RFP and Proposal, including all addenda and amendments thereto, are incorporated into this Contract by reference as if fully restated. In the event of any inconsistency or ambiguity between or among the RFP, the Proposal, this Contract, or any other document referenced herein, the terms most favorable to the District shall govern, as determined in the District's sole discretion. Further, in the event of any ambiguity or any matter not specifically addressed in this Contract, the District shall have the sole discretion to interpret and determine the outcome of such matter(s), which shall be final and binding.

ARTICLE III ROUTING, SCHEDULING, AND STOPS

3.1. Routes, Schedules, and Stops. Contractor shall establish routes and schedules to provide the services by the most reasonable, direct route in compliance with applicable legal requirements and student roster information provided by the District, and subject to the directives and approval of

the District. Pick-up and drop-off stops for each student shall be established by Contractor in compliance with applicable legal requirements, and subject to the lawful directives and approval of the District. Contractor shall furnish the District a complete route map at least ten (10) days before the first day of enrollment of each school year, including summer school beginning with the 2018-2019 school year.

3.2. Schedule and Timelines Standards and Liquidated Damages. Contractor shall perform the services diligently so as to assure adherence to the schedules, and Contractor assumes responsibility for timely delivery of students to school programs.

Contractor shall establish routes, schedules and stops for the safety and convenience of students, and so as to deliver students to their regularly assigned attendance centers or schools at least five minutes prior to the beginning of the school day, but in no event shall students be delivered more than twenty minutes prior to the beginning of the school day, and to return students to their respective stops not more than fifteen minutes from the scheduled time. Contractor shall make every effort that each student not be on the vehicle more than sixty (60) minutes per trip. In certain circumstances, District may, in its discretion, choose to allow exceptions beyond such time. Contractor shall perform the work diligently so as to assure adherence to the schedules, and Contractor assumes responsibility for timely delivery of students to school programs. At no time shall Contractor use an office or garage as a depot for the transfer of students until such depot site is approved by District and otherwise in compliance with law.

3.3. Changes in Established Routes, Schedules or Stops. Subsequent to approval by the District of routing, scheduling and stops, Contractor shall make no substantial changes thereto without prior notice to and approval by the District. The District shall notify Contractor whenever changes are necessary or desirable in routes, schedules, pick-up/drop-off times, or stops and Contractor shall implement such changes as soon as possible, but in no case more than two calendar days after notification of the change is received by the Contractor. In the event of changes in routes or schedules, Contractor will assist in republication of changes or other notification to those students whose service has been changed.

3.4. Continuity of Drivers on Routes. Contractor acknowledges that it is in the best interest of students that the drivers become totally familiar with routes, stops and individual student requirements, and accordingly Contractor shall make maximum effort to assure continuity of drivers on specific routes. If a change is made to a permanent route assignment during the course of the school year, Contractor shall notify the District as soon as possible. District reserves the right to request the removal of a driver or any attendant (if applicable) from a given route or from the transportation of District students in instances where Contractor believes that excessive absenteeism by such staff member is adversely impacting any of the affected students' educational experience.

3.5. Routing Information Availability. Contractor shall notify the parent or guardian of each student prior to the beginning of each school year, and prior to any subsequent change, of route, schedule, and stop locations and times for each student. Contractor shall maintain and promptly submit to the District upon reasonable request, information relating to routes, schedules, or stops, as well as the names of students receiving services, their pick-up and drop-off times and locations, and the schools or programs to which they are transported.

3.6. Dispatch. Contractor shall ensure that:

- (a) An appropriate size and type of vehicle is assigned to each route each day.
- (b) The vehicle assigned to each route is in compliance with applicable legal and contractual maintenance requirements.
- (c) All routes are assigned to drivers who are available to drive them.
- (d) All routes are assigned to drivers who possess all qualifications under this Contract and all relevant endorsements or credentials needed to drive the type of vehicle and to transport the students assigned to their routes.
- (e) Contractor shall not knowingly dispatch a driver who is not in a condition of mental and emotional stability, or is in use or possession of alcohol, controlled substances, illegal drugs or weapons.

3.7. Vehicle Breakdowns. Contractor shall maintain its transportation fleet in good condition, at least meeting all applicable state or federal inspection standards. In the event of a mechanical failure or breakdown of any vehicle while providing services, Contractor shall respond as quickly as possible with a spare vehicle for transport of students to their destination. In order to assure compliance with this obligation, Contractor shall maintain an adequate number of spare vehicles as a part of its fleet

3.8. Basic Transportation Cancellation. Contractor payment is premised on a per-mile cost, and no payment shall be due on days when school is closed to ensure the health and safety of pupils, for the reason of inclement weather, or any other lawful reason. In the event that school must be dismissed early, the Superintendent or his designee shall notify the Contractor not less than two (2) hours before such early dismissal, and Contractor and the District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented. Contractor may make recommendations to the Superintendent, or his designee, concerning transportation conditions.

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

ARTICLE IV DRIVERS, AIDES AND SUPERVISION

4.1. Meaning of “Drivers” and “Aides”. The term “driver,” wherever used in this Contract, means any person, whether permanent, temporary, trainee, or substitute, driving a vehicle in connection with services. Drivers shall be employees of Contractor. The District may report complaints about Contractor personnel, which Contractor shall appropriately handle, and the Contractor shall consider any other District recommendations regarding performance matters. Contractor shall assign routes and shall consult with the District concerning continuing assignment of aides.

4.2. General Standards. Contractor shall employ and assign for services under this Contract a sufficient number of regular and substitute drivers based on projected regular and supplementary

transportation, taking into account the current driver absence rates. Contractor shall utilize only drivers who are qualified, of good moral character, and competent both in the operation of the vehicles they drive and in dealing with and handling the students with whom they will interact. Drivers shall be screened, qualified, licensed, certified, trained initially and annually in student transportation services, and successfully tested for on-road driver's skills, all in accordance with this Contract, and applicable legal requirements, including but not limited to the Pupil Transportation Act. No person other than the applicable driver and aide (if any), a student, District employee, or other District-approved personnel shall be permitted on transportation vehicles during the performance of Services.

4.3. Pre-Employment Screening. Contractor shall develop and implement a pre-employment interview and/or screening program designed to identify those candidates with stable personality, good moral character, and meeting state and federal legal requirements, who would be suitable for employment as drivers. Contractor warrants and represents that it shall comply with all applicable state and federal laws precluding the hiring of illegal workers (such as the Immigration Reform and Control Act), and Contractor shall indemnify District for any and all claims, damages, penalties, and interest, if any such laws are violated.

4.4. Licenses. Every driver must have and maintain a valid Commercial Driver's License, with a passenger endorsement, and otherwise appropriate to the vehicle that is being driven, as issued by the State of Michigan, together with any applicable Federal licensing requirements. Drivers shall meet and/or comply with applicable legal requirements including but not limited to under the Pupil Transportation Act. Contractor shall indemnify District for all claims, damages, penalties, and interest, if such requirements are violated. Drivers will be subject to periodic review and screening by District and Contractor.

4.5. Health and Physical Requirements. Every driver shall be in good health and physical condition to provide services, as mandated by the Michigan Department of Transportation. Drivers shall be given pre-employment as required by applicable federal and state law. Each driver shall submit to Contractor, and also carry when providing services, a physician's certificate of examination, all in accordance with applicable legal requirements, including but not limited to the Pupil Transportation Act. The District may require, in its discretion, that drivers submit to a medical examination by a physician designated by the District.

4.6. Driving History Checks. Contractor shall only provide drivers known to it to have six (6) points or less on his/her driving record pursuant to the State of Michigan points system maintained by the Michigan Secretary of State. Contractor shall conduct a check of motor vehicle operation violations for drivers, all in accordance with applicable legal requirements, including but not limited to the Pupil Transportation Act and the Revised School Code. Each driver shall have a certified safe driving record, and no felony conviction of any sort (whether or not associated with the operation of a motor vehicle).

4.7 Criminal History Checks. Pursuant to the requirements of the Revised School Code, the District shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by Contractor to work as drivers or aides. Contractor shall not assign any of its employees, agents or other individuals as drivers or aides until the criminal history check has been performed or if such person has been convicted of any offense for which such employment is prohibited.

The District further reserves the right to refuse Contractor assignment of any individual, agent or employee of Contractor to render services under this Contract where the criminal record history of that individual (including any pending criminal charges) indicate, in the District's judgment, unfitness to perform services under this Contract.

Contractor shall reimburse the District, within thirty days of invoice by the District, for the costs associated with criminal history checks and criminal records checks required pursuant to the terms of this Contract and which are accomplished in order to comply with Section 1230 and 1230a of the Revised School Code with respect to Contractor employees and agents.

4.8. Safety Program. Contractor acknowledges that safety is a paramount concern of the District, and accordingly, Contractor shall plan and implement a comprehensive safety program and shall ensure the availability of a certified school bus driver instructor to conduct the program. This program shall include, but not be limited to, regularly scheduled safety meetings for drivers, and at a minimum shall comply with all applicable legal requirements.

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

4.10. Pre-Service and In-Service Training. Contractor's drivers shall have successfully completed at least all training required under applicable legal requirements, in particular training required by the Michigan Pupil Transportation Act and required by the Michigan Department of Education to maintain the validity of the school bus driver certificate.

4.11. Retraining. Contractor or the District may require retraining after a preventable accident or incident or after driver's evaluation. A driver assigned such retraining may not continue to provide services until such retraining has been successfully completed.

4.12. Annual Driver Evaluation. Contractor supervisory staff shall evaluate drivers on their routes at least once each year for driver observance of laws, policies and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of students. All drivers assigned to perform services under this Contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. Mandatory retraining shall be assigned as appropriate.

4.13. Driver Meetings with District. At no cost to the District, Contractor shall make all drivers available to District personnel at least twice per academic semester in addition to driver training programs. The purpose of these sessions is to solicit drivers' suggestions and evaluations of student disciplinary policies and practices and other driver and District concerns.

4.14. Drug Use Prohibition and Prevention. Drivers or aides shall not smoke, or possess, consume or be under influence of alcoholic beverages or controlled substances on vehicles while providing services or prior to undertaking such duty within the time frames specified in applicable legal requirements (including but not limited to the Pupil Transportation Act) or otherwise in the exercise of reasonable judgment. Contractor shall conduct or cause to be conducted tests under applicable legal requirements, or as may be additionally required by the District, designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be

administered by an expert agency reasonably acceptable to the District. Such tests shall be administered to:

- (a) All drivers, aides, and mechanics prior to their assignment to provide services.
- (b) Any driver involved in an accident while providing services but not absolved of fault at the scene of the accident by a law enforcement officer.
- (c) Any driver whom Contractor or the District has reasonable cause to believe has reported to work, is providing services or is otherwise on District property while under the influence of drugs or alcohol.
- (d) Any driver selected for random drug and alcohol tests.

Accumulative results of such tests shall be the responsibility of Contractor, and shall be released to the District annually as part of the required physical examination.

4.15 Mandatory Driver Removal. Contractor must remove a trainee or employee from the training program or from service, as applicable, under the following circumstances:

- (a) If a trainee or employee refuses to submit to a drug test in one of the above described situations.
- (b) If a trainee or employee possesses, consumes, sells, or dispenses alcoholic beverages, illegal drugs, or controlled substances on District property or during the course of providing services.
- (c) If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages during the course of providing transportation services to the District.
- (d) If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages at any time, if doing so adversely affects the District, its students, or its property.
- (e) If a trainee or employee tests positive for the presence of illegal drugs, controlled substances, or alcohol.

4.16. Contractor Transportation Supervisor. Contractor shall provide an experienced Transportation Supervisor acceptable to District, who shall be available to promptly and appropriately respond to inquiries and issues at all times routes are being run, and who shall be responsible for the performance of the services with sufficient authority delegated by Contractor with respect to all matters relating to performance of services.

4.17 Mechanics. Contractor shall provide sufficient mechanics to provide service at its designated maintenance facility(ies).

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

4.19. Driver Assignments Subject to Continuing District Approval. Upon request by the District, subject to Contractor rights as employer to control and direct its employees, Contractor shall consult with the District concerning Contractor continuing assignment of drivers or aides to provide services.

- (a) Any driver deemed by the District in its good faith determination to jeopardize the reputation of, or public support for, or confidence in, the provision of services by Contractor, shall be transferred by Contractor to functions other than services under this Contract. Such transfer, if based only on the District determination, shall be without stigma or negative connotation.
- (b) Contractor shall not enter into any collective bargaining agreement or other employee contract with any of its personnel which would in any way restrict District approval described in this paragraph.

ARTICLE V STUDENT CARE, SUPERVISION AND DISCIPLINE

5.1. Contractor Full Responsibility. Contractor shall be fully responsible for the care and supervision of students during their period of transportation, but with the support of applicable District staff for any student disciplinary matters. The transportation of a student shall be deemed to have begun when the student prepares to board the vehicle and shall be deemed to have ended when the student has completed alighting from the vehicle at a reasonably safe place in which to alight in view of the circumstances then prevailing.

5.2. Student Discipline.

- (a) Students during their period of transportation shall be under the direct authority, supervision and control of the driver of the vehicle as specified by applicable legal requirements, including but not limited to Michigan Department of Education rules.
- (b) Drivers are authorized and required to supervise and to control students during their period of transportation, but such authorization, including compliance with District established student disciplinary policies, shall not include the right to administer corporal punishment, or the right to eject any offender. District shall be responsible for student discipline.
- (c) Contractor shall report to the District any incidents of misconduct by a student during a period of transportation and any corrective action taken. The District shall provide forms for this purpose. No student shall be suspended from services without prior written permission by the District.
- (d) Contractor shall assist with student discipline, as requested by the District, possibly including attendance by drivers at parent/teacher/administrator conferences or appeals concerning transportation-related disciplinary problems.

ARTICLE VI FACILITIES, VEHICLES, EQUIPMENT, AND FUEL

6.1. Facilities. Contractor shall manage, dispatch, maintain, and store all transportation vehicles and equipment for the provision of Services at facilities located within, or in convenient proximity to, the Service area. Contractor is responsible for any taxes applicable to such facility. If Contractor uses

any District facilities or property, damage to same that is caused or allowed by Contractor during the term of this Contract shall be repaired so the facility or other property is put back into at least the same condition as before the damage. All repairs shall be accomplished at no cost to the District. Contractor shall maintain adequate insurance for property damage to vehicles, equipment and other personal property while being stored, maintained or serviced.

6.2. Provision and Identification of Vehicles. The term “vehicles,” wherever used in this Contract means school buses or other appropriate vehicles utilized by Contractor to provide services. Vehicles shall either be school buses or student transportation vehicles, as such terms are defined in the Michigan Vehicle Code, and shall meet applicable legal requirements. Contractor shall maintain an updated list of vehicles to be used to provide services, in accordance with Michigan Department of Education and other federal or state requirements, and shall furnish the District, at the beginning of each school year, the following information for each listed vehicle:

- (a) Model
- (b) Year
- (c) Body type
- (d) Odometer reading.

6.3. Vehicle Equipment. Vehicles shall be equipped as required by the Pupil Transportation Act and applicable passenger protection federal motor vehicle safety standards. Contractor shall combine equipment inspections and driver reporting to assure proper equipment performance. All transportation vehicles must be equipped with cameras and management system that allow for driver and student monitoring. District shall have access to any recordings or other information in any manner related to the vehicles or Services, at any time, upon request. All recordings shall be the property of the District and may not be viewed or distributed without the District’s prior written consent and/or as required by law. All transportation vehicles must be equipped with a GPS tracking system. Contractor shall be responsible for the costs of any and all equipment required herein or as may otherwise be required to provide Services in accordance with applicable laws.

6.4. Vehicle Sufficiency. Contractor shall provide vehicles in sufficient number and type to efficiently transport all students required to properly provide Services, including an adequate number of spare vehicles to ensure continuous service without interruption. Contractor shall provide a minimum of one stand-by vehicle, which shall be of sufficient type to efficiently transport, on an uninterrupted basis in the event of mechanical break-downs, all students for whom the District orders services. Vehicles shall be of sufficient capacity to permit every student transported to be seated.

6.5. Vehicle Inspection. Contractor shall cause vehicles to be annually or otherwise periodically inspected in accordance with applicable legal requirements, including but not limited to the Pupil Transportation Act, and shall not use vehicles for services, except to the extent inspected and permitted pursuant to such requirements. Contractor shall make all vehicles used to transport District students available to the District at any time for inspection by the District designee(s) and/or Michigan State Police Motor Carrier Division.

6.6. Vehicle Maintenance.

- (a) Contractor shall maintain all vehicles and equipment in good and safe mechanical and operating condition, with good interior and exterior appearance, to meet all state and federal standards required for operation.
- (b) Contractor acknowledges that maintenance of all vehicles and equipment used for services is of the utmost importance to the District, and accordingly Contractor shall meet the following additional minimum requirements:
 - (i) Contractor shall complete a written inspection form detailing the condition of each vehicle before the beginning of each school year for District review.
 - (ii) Contractor shall maintain the vehicles so that their condition remains equal to or exceeds that condition recorded on the written inspection form, normal wear and tear excepted.
 - (iii) Contractor shall maintain the vehicles in a condition and on a schedule approximating that set out by the original manufacturer or as set forth herein (whichever is more beneficial to the District).
 - (iv) Contractor shall have a maintenance system with a comprehensive program of scheduled preventative maintenance and inspections.
 - (v) Contractor shall be able to supply the District with monthly maintenance reports summarizing all repairs, parts and responsible mechanics for each vehicle.
 - (vi) Contractor shall provide road service and service calls in case of vehicle breakdown.

6.7 Fuel. The cost of fuel will be based upon the BP Station in Norway, Michigan, which amount shall be adjusted on a monthly basis on the first day of each month during the Term. Contractor shall be responsible for fuel costs up to and including \$3.00 per gallon at 7 miles per gallon. District will pay Contractor for fuel costs over \$3.00 per gallon, and Contractor shall reimburse District for fuel costs under \$3.00 per gallon.

For example, if Contractor drives 409 miles per day, it uses 58.43 gallons per day (409 miles / 7 miles per gallon). If fuel cost on the first day of the month is \$3.11, the District shall pay an additional \$6.43 per day for that month (58.43 gallons x \$0.11). But, if fuel cost on the first day of the month is \$2.79, Contractor shall reimburse District \$12.27 per day for that month (58.43 gallons x \$0.21).

ARTICLE VII RECORDS AND REPORTS

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

- (a) All information relating to routes and schedules, including student rider names, their pick-up and drop-off locations, and the schools to which they are transported.
- (b) All information relating to drivers, including for each driver, name, address, permit and license number, normal routing assignment, and normal vehicle assignment, and for management and support staff as well, all documentation necessary to show compliance with requirements and standards of this Contract and Michigan law.

7.2 Fleet Records. Contractor shall maintain for seven years, and make available to the District upon request and without cost, the following service records:

- (a) The number of vehicles unavailable for service during each vehicle operating shift (morning run, midday run or afternoon run) due to inspection, repair, or other reason.
- (b) The number and details of any roadway breakdown or halts of service of vehicles.
- (c) Details of Preventive Maintenance services.
- (d) All pre-trip inspection records completed by drivers.
- (e) Vehicle owners manuals or the like that include documentation of compliance with all legal requirements and with all standards and requirements referenced in this Contract.
- (f) All information relating to vehicles, including for each vehicle, model, year, body type, odometer reading, and inspection and maintenance records.

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

- (a) Per student cost reports by school location.
- (b) Mileage and fuel cost reports as requested.
- (c) Payment request monthly (i.e., detailed account of number of times each run is made).

7.4. Data for State Filings. Contractor shall provide the data necessary for the District to file all State of Michigan reports required for state funding, reporting, or otherwise, which may include, but are not necessarily limited to the following: (a) school bus inventory report, (b) school bus drivers personnel report, and (c) transportation expenditures.

7.5. Accident Reports. All accidents or incidents involving District students, personnel, or property shall be verbally reported immediately to the District. A written report shall be submitted to the District within 48 hours. Accident reports shall clearly provide at a minimum the following:

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

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

ARTICLE VIII COMPENSATION

8.1. Compensation. For the 2018-2019 school year, District shall pay Contractor the sum of \$ _____ per mile for the proper performance of Services on authorized and approved routes. For the

2019-2020 school year, District shall pay Contractor the sum of \$ _____ per mile for the proper performance of Services on authorized and approved routes.

Compensation is due and payable only for authorized miles actually and properly driven in the performance of Services. Without limiting the breadth of the foregoing, Contractor shall not be compensated for routes that it does not run, for any reason.

8.2. Contractor Responsibility for All Costs. Contractor shall procure at its expense all fuel, personnel, facilities, vehicles, equipment, supplies, licenses, or any other items necessary to provide the services, unless otherwise agreed to in writing by the District.

ARTICLE IX INDEMNIFICATION AND INSURANCE

9.1. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents, from and against any and all claims, costs, expenses, damages and liabilities, including reasonable attorney fees, arising out of (i) the negligent acts or willful misconduct of Contractor and/or its officers, directors, and employees, agents, subcontractors, successors or assigns; (ii) any Contractor breach of the terms of this Contract; (iii) any violation of applicable state and/or federal law, regulation, or requirement; or (iv) any Contractor breach of any representation or warranty. Contractor shall notify the District immediately upon knowledge of any claim, suit, action, or proceeding for which the District may be entitled to indemnification.

9.2. Contractor Insurance. The Contractor shall indemnify the District from any loss, damage, or liability, however sustained, arising out of the performance or lack of performance of this Agreement by the Contractor. The Contractor shall provide insurance in such amounts and with such protection and property damage liability insurance with minimum limits of \$1,000,000.00 for all personal injury protection, \$1,000,000.00 for property damage and \$500,000.00 per person bodily injury covering any lawful liability for acts or omissions of the Contractors. The insurer shall be licensed in Michigan. The policies shall name "Norway-Vulcan Area Schools As Their Interests May Apply" and provide notice to the School at least ten days before termination. A certificate of this insurance shall be deposited with the School before pupils are carried by the Contractor.

9.3. Insurer Qualifications. The insurance must be effected under valid and enforceable policies, issued by insurers licensed and admitted to do business in Michigan, and which have an A.M. Best rating of at least A. The Contractor insurance carrier must be reputable and reasonably acceptable to the District

9.4. Evidence of Insurance. All applicable insurance policies must name Contractor as the insured, and the District, all its board members, employees, and agents as additional insureds, and shall not be cancelable, non-renewable, reduced or materially changed without at least thirty days prior written notice to the District. Contractor must submit a certificate(s) of the required insurance issued to the District prior to commencement of Contractor operations under this Contract, and shall provide copies of the insurance policies upon request. Failure to request or obtain evidence of insurance shall not be construed as a waiver of the Contractor obligation to provide the required insurance.

ARTICLE X

TERMINATION AND REMEDIES

10.1. District Termination and other Remedies. District may terminate this Agreement at any time, for any or no reason, upon providing ninety (90) days' written notice to Contractor. Nothing herein shall be interpreted to eliminate or reduce the District's right to determine the amount of services to be performed by Contractor, which the parties acknowledge is within the District's sole discretion. If Contractor fails to perform Services as required by this Contract, or to perform any other obligation set forth in this Contract, District shall be entitled to obtain replacement services, equipment, or other items at Contractor's sole cost and expense.

10.2 Contractor Termination and Other Remedies. Contractor may terminate this Contract for cause upon the District's failure to comply with the terms and/or conditions of this Contract, provided that Contractor shall give the District written notice specifying the District's failure, and District shall have thirty (30) days after receipt of such notice to either correct such failure or proceed diligently to correct such failure.

10.3 Cancellation Upon Funding Expiration. If the District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the service, then this Contract shall terminate, as of the date of such determination without further District obligation to Contractor.

10.4 Force Majeure. In the event and to the extent either Party is unable to perform its obligations under this Contract due to conditions outside of its reasonable control, which may include an act of nature, civil disorder, fire, flood, storm, explosion, epidemic, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action, such Party shall be excused from performance of this Contract only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind.

10.5 District Extraordinary Right to Provide Services. If Contractor performance is excused by force majeure, the District shall have the right, upon provision of appropriate insurance and properly licensed drivers, to take possession and control of all school vehicles, operating equipment, tools, supplies, records, charts, and other items of property kept by Contractor for the purpose of providing services, and to keep and use all such property belonging to Contractor for the duration of such interruption in order to provide services. During such time the District shall keep accurate account of its usage of such property in providing the services and its expenditures for providing the services.

ARTICLE XI **WARRANTIES AND REPRESENTATIONS**

11.1. Confirmation of Proposal Warranties and Representations. Contractor acknowledges and confirms the effectiveness and reliability of any representations, warranties and covenants expressed by Contractor in its Proposal, or expressed or required in the District Request for Proposals, and not expressly denied or disaffirmed by Contractor in its Proposal.

11.2. Truth of Proposal and Reports. Contractor warrants and represents to the District that all information contained in its Proposal, and in any data or reports submitted to the District, pursuant to or in preparation of this Contract, is and shall be complete, true and correct.

11.3. Familiarity with Past Services. Contractor warrants and represents that it is familiar with the local conditions, i.e., roads, weather, urban versus suburban versus rural, etc., under which the services are to be performed. The Contractor's price Proposal is based upon its knowledge and conclusions with respect to the scope of services to be provided to the District in accordance with local conditions, without exception.

11.4. Binding Contract.

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

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

ARTICLE XII
COMPLIANCE WITH LAWS

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

- (a) The transportation of students to or from schools, school-related events, and extracurricular activities, including requirements as to students who must be offered services, and persons other than students who may or may not be offered transportation services in vehicles with students.
- (b) The equipping, condition, maintenance, repair and testing of school buses and other student transportation vehicles.
- (c) The qualification, licensing, testing, screening, training, and manner of vehicle operation of drivers providing student transportation services, including but not limited to the Michigan Vehicle Code MCL 257.1 – 257.1877, and in particular, the Michigan Pupil Transportation Act, MCL 257.1801 – MCL 257.1877, and the Revised School Code , MCL 380.1 – 380.1853, and all regulations thereunder, including, but not limited to, the regulations of the Michigan Department of Education or its State Board of Education or Superintendent of Public Instruction, and the Michigan State Police, and the policies of the State Board of Education and the Board of Education of the District.
- (d) It is understood that Applicable Laws may be added or modified during the Term of this Agreement, and Contractor agrees that it will comply with any such added or modified laws as part of its Services. Without limiting the breadth of the foregoing, and as an

example only, if Applicable Laws are modified to require bus drivers to report child abuse and neglect, Contractor shall comply with that obligation without additional compensation.

12.2. Familiarity with Applicable Legal Requirements and District Policies. Contractor acknowledges that it is its contractual and professional obligation to be fully familiar with all federal and state laws or regulations and local ordinances or any other governmental requirement with legal effect applicable to the services or other Contractor obligations under this Contract, many of which are referred to in this Contract as “applicable legal requirements,” and Contractor warrants, represents and covenants that it is fully familiar with, and takes full responsibility for continuing familiarity, understanding and compliance with, applicable legal requirements. In addition, Contractor, including its employees and agents, shall be responsible for knowing District written policies concerning appropriate behavior of persons in schools, and its properties, or in vicinity of students, including for example, the prohibitions of sexual harassment and smoking, and shall comply with such policies, once delivered to Contractor.

12.3. Compliance with Applicable Legal Requirements. Contractor shall comply with all federal, state, and municipal laws and regulations bearing on the performance of this Contract, as referred to throughout this Contract as “applicable legal requirements.”

12.4. Changes in Applicable Legal Requirements. In the event that there is any change in applicable legal requirements requiring a material change in services, then at the request of either Party, the rate(s) of compensation payable under this Contract may be renegotiated. If the parties cannot agree in good faith, without limiting any other termination provisions herein, either party may be terminated upon ninety (90) days’ written notice from one party to the other.

ARTICLE XIII OTHER CONTRACTOR OBLIGATIONS

13.1 Taxes. Contractor is responsible for sales taxes and any other applicable taxes related to the goods and services provided under this Contract and for the use of any facilities related to Contractor’s provision of Services.

13.2. Damage to District Property. Any damage to District property or facilities caused by Contractor, its agents, or employees, shall be repaired so that the property and facilities are in as good of condition as found. All repairs shall be accomplished at no cost to the District.

13.3 OSHA Compliance. All good and services to be furnished by Contractor, and Contractor working conditions and employment practices, shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.

13.4 Non-Discrimination in Employment. Contractor shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of any legally protected status. Breach of this provision shall be regarded as a material breach.

13.5 Necessary Arrangements. Contractor shall perform all of the services described in this Contract and make any arrangements that may not be described in this Contract, but that are necessary to perform these services.

ARTICLE IX **MISCELLANEOUS**

14.1. Liaison and Oversight. Each Party shall notify the other Party, of that Party's designated liaison to be available to communicate with the other Party on routine organization and operation matters, quality of services, or any other issue that may arise under this Contract. Contractor or the District may call a meeting at any reasonable time for such purpose.

14.2. Notices and Communications. All notices, requests, or other communications related to this Contract shall be made in writing and may be hand-delivered or by over-night courier, or shall be delivered by depositing same in the United States Mail, postage prepaid, registered and certified mail.

Notice to District shall be addressed to:

Mr. Louis Steigerwald or NVAS Superintendent
300 Section Street
Norway, MI 49870

and

Notice to Contractor shall be addressed to:

The District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

14.3. Assignment and Security Interests. Neither this Contract, nor any part of it, nor a security interest in any vehicle, shall be assigned or subcontracted by Contractor without the prior written consent of the District. Notwithstanding the foregoing, Contractor may assign this Contract if the assignment is made to a parent, subsidiary, related or affiliated company.

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

14.5. Completeness of Contract. All prior agreements between the Parties regarding the provision of services are hereby terminated. This Contract contains all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, regarding the subject matter of this Contract, or any part thereof, shall have any validity or bind the Parties.

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

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

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

14.9 Governing Law, Jurisdiction and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Michigan, and the Parties agree to the exclusive jurisdiction and venue of courts sitting in Dickinson County, Michigan.

14.10 Contractor Independence. Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing transportation services to the District.

NORWAY-VULCAN AREA SCHOOLS,

By: _____

Its: _____

Date: _____

CONTRACTOR,

By: _____

Its: _____

Date: _____

1/16/2017				NORWAY		
PRICES ON HIGH SCHOOL & ATHLETIC TRIPS & EXTRA CURRICULAR EVENTS						
				Previous	Current	
APPLETON				\$350	\$365	
BARAGA				\$323	\$338	
BARK RIVER				\$145	\$160	
CALUMET				\$350	\$365	
CARNEY				\$140	\$155	
CARNEY LAKE				\$125	\$140	
CRANDON				\$244	\$259	
CRIVITZ				\$208	\$223	
DEPERE, WI				\$340	\$355	
EAGLE RIVER				\$244	\$259	
ESCANABA				\$198	\$213	
FLORENCE				\$135	\$150	
FOREST PARK				\$150	\$165	
GLADSTONE				\$225	\$240	
GREEN BAY				\$323	\$338	
GWINN				\$343	\$358	
HERMANSVILLE				\$125	\$140	
IRON MOUNTAIN				\$125	\$140	
ISHPEMING				\$249	\$264	
KINGSFORD				\$125	\$140	
LAONA				\$183	\$198	
MACKINAW ISLAND				\$407	\$422	
MANISTIQUE				\$323	\$338	
MARINETTE				\$247	\$262	
MARQUETTE				\$310	\$325	
MENOMINEE				\$244	\$259	
MUNISING				\$323	\$338	
NEGAUNEE				\$255	\$270	
NIAGARA				\$125	\$140	
NORTH CENTRAL				\$140	\$155	
NORTH DICKINSON				\$150	\$165	
PEMBINE				\$140	\$155	
RAPID RIVER				\$244	\$259	
SKANDIA				\$310	\$325	
STEPHENSON				\$160	\$175	
THREE LAKES, WI				\$270	\$285	
WABENO				\$249	\$264	
WAKEFIELD				\$375	\$390	
WALLACE ZOO				\$198	\$213	

WALLACE ZOO & WELLS PARK			\$218	\$233	
WAUSAUKEE			\$162	\$177	
WEST IRON COUNTY			\$230	\$245	
WESTWOOD			\$244	\$259	

SAMPLE