

CONTRACT FOR PUPIL TRANSPORTATION SERVICES

THIS CONTRACT FOR PUPIL TRANSPORTATION SERVICES, hereinafter referred to as the "Contract", is made and entered into this 21st day of May, 2013, by and between IOWA CITY COMMUNITY SCHOOL DISTRICT, an Iowa public school corporation, with its principal office located at the Educational Services Center, 1725 North Dodge Street, Iowa City, Iowa 52245, hereinafter referred to as the "DISTRICT", and DURHAM SCHOOL SERVICES, L.P., a Delaware limited partnership, with its principal office located at 4300 Weaver Parkway, Warrenville, Illinois, 60555, hereinafter referred to as "CONTRACTOR".

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

1. Scope of Contract. CONTRACTOR shall operate and maintain one hundred (100) or more school buses for the transportation of pupils. The vehicles used by CONTRACTOR will be provided pursuant to a separate Lease for Pupil Transportation Equipment.

CONTRACTOR shall provide (a) the daily service for the DISTRICT, and (b) such other transportation as may be specified by the DISTRICT. Payment shall be made only for transportation services actually provided.

1.1 The term "daily service", as used herein, is defined as all home-to-school and school-to-home transportation of any students of the DISTRICT that takes place at the beginning or end of the school day for such students during the regular school year (and any makeup days), any summer sessions or other special school sessions.

1.2 The term "other transportation", as used herein, is defined as any transportation of students and DISTRICT personnel other than daily service, including but not limited to transportation to and from extracurricular events and building to building shuttles.

2. Term. The term of this Contract shall be for a period of three (3) years beginning July 1, 2013 and ending June 30, 2016. The Contract shall be renewable for one additional three (3) year term, at the option and mutual written agreement of both parties with a notice of intent to extend the Contract given in writing to the other party on or before December 1, 2015, taking into consideration CONTRACTOR'S performance under the Contract and cost negotiations, and subject to applicable statutes and regulations.

3. Contract Documents. The complete Contract consists of this Contract, and the DISTRICT's Request for Proposals 13004 and the CONTRACTOR's Proposal, which are hereby incorporated herein by reference, as applicable to pupil transportation services. The foregoing documents are listed in order of precedence. In the event of any

conflict between the terms of this Contract, the Request for Proposals, or the Proposal, the terms set forth in the document first listed shall govern.

4. Permits and Licenses. CONTRACTOR, its employees, and its agents shall secure, provide, and maintain in effect all valid permits, licenses and certifications which are or may be required by law or properly constituted authorities for the performance of CONTRACTOR'S duties and responsibilities under this Contract, and shall pay any taxes assessed in connection with such performance. The CONTRACTOR shall procure and maintain all licenses, permits or certificates required on other property owned by it and used in connection with the furnishing of services to the DISTRICT.

5. Insurance. The CONTRACTOR shall be required to maintain insurance coverage which is satisfactory to the DISTRICT's Board of Education. Minimum limits for said coverage shall be:

- 5.1 Automobile Liability combined single limit for bodily injury and/or property damage shall equal ten million dollars (\$10,000,000.00).
- 5.2 Commercial General Liability combined limit for bodily injury and/or property damage shall equal ten million dollars (\$10,000,000.00) per occurrence.
- 5.3 Workers Compensation coverage to be statutory and include all employees of the CONTRACTOR.
- 5.4 Contractual liability coverage.
- 5.5 Catastrophic Umbrella Liability in the amount of \$10,000,000.

Conditions of coverage are to include the following:

- 5.6 All certificates must contain thirty (30) days' notice of cancellation to the DISTRICT.
- 5.7 All insurance policies and/or bonds will be written with insurance companies licensed to do business in the State of Iowa and subject to the approval of the DISTRICT.
- 5.8 Commercial General Liability and Automobile Liability must include the DISTRICT as an additional insured. The policy shall be primary and non-contributory.
- 5.9 Commercial General Liability insurance shall include Broad Form Comprehensive General Liability Endorsement.

5.10 Insurance shall be provided by a company with a current Best's rating of "A+" or better.

The CONTRACTOR shall hold harmless and indemnify the DISTRICT, Board of Education, Superintendent, and District employees from every claim or demand by reason of injury to the CONTRACTOR, or to its employees and to third parties and injury to the extent caused by the CONTRACTOR or by direct employees of the CONTRACTOR.

The CONTRACTOR shall name the DISTRICT as an additional insured.

The CONTRACTOR shall provide a copy of all such insurance policies to the DISTRICT.

6. Performance Bond. A \$500,000 performance bond is required from the CONTRACTOR. The bond will be written in a form acceptable to the DISTRICT and underwritten by a bonding company approved to conduct business in the State of Iowa.

7. Indemnity/Hold Harmless Contract. CONTRACTOR shall hold harmless and indemnify the DISTRICT, its Board of Education, officers, employees, and agents from any and all claims, demands, causes of action, liabilities, damages, losses, and expenses (including reasonable attorney fees) of every kind, nature and description as a result of injury to or death of persons or damage to property caused by or resulting in any manner from the acts or omissions of the CONTRACTOR, its employees, or agents in performing or failing to perform any of the services, duties, or operations to be performed by the CONTRACTOR under this Contract.

7.1 CONTRACTOR shall also hold harmless and indemnify the DISTRICT against any and all claims, demands, and causes of action as a result of injury to CONTRACTOR's employees while in the course and scope of their employment under this Contract, and shall purchase compensation insurance in order to insure the risk assumed pursuant to this paragraph.

7.2 CONTRACTOR at its own expense and risk shall defend any legal proceeding that may be brought against the DISTRICT, its Board of Education, officers, employees, or agents on any such claim or demand, and satisfy any judgment that may be rendered against such persons and entities. In the event that any such proceeding is brought against the DISTRICT, its Board of Education, officers, employees, or agents on any such claim or demand, CONTRACTOR shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when CONTRACTOR, in its sole discretion, deems such a settlement advisable. DISTRICT, its Board of Education, officers, employees, and agents shall cooperate in all reasonable manners in the defense of such claims.

8. Safety Program. CONTRACTOR shall be responsible for implementing, maintaining, and reviewing a comprehensive pupil transportation safety program. The

pupil transportation safety program conducted by CONTRACTOR shall be subject to DISTRICT approval.

8.1 CONTRACTOR shall provide formal safety inspections on a regular basis for all operating personnel assigned to this Contract. Attendance is required for safety meetings. CONTRACTOR shall meet with DISTRICT at least as frequently as quarterly to review and discuss the program.

8.2 The CONTRACTOR shall be responsible for establishing and maintaining an ongoing comprehensive safety program that addresses all pre-service and in-service training requirements established by federal and state regulations for pupil transportation, including in-service instruction for school bus drivers as required by Iowa Code Section 321.376 and rules established by the Iowa Department of Education.

8.3 CONTRACTOR will also provide annual Crisis Prevention Institute training for all employees, approved by the District, First Aid and CPR training, as well as monthly safety meetings.

8.4 The safety program must include, but is not limited to the following:

A. Bus Drivers

- 1) All driver applicants must meet acceptability requirements as indicated in State of Iowa laws.
- 2) All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
- 3) All drivers must participate in a defensive driving course as certified by the National Safety Council.
- 4) All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.
- 5) The CONTRACTOR shall investigate the driver's criminal record and Motor Vehicle Record with the State of Iowa prior to hiring. Motor Vehicle Record (MVR) checks shall be conducted at least every six (6) months thereafter.
- 6) Drivers shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.

B. A safety program for personnel will be conducted each month.

C. Students

- 1) The CONTRACTOR must assist and participate with the DISTRICT in providing safety and/or positive behavioral programs as needed for DISTRICT students.

- 2) All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
- 3) CONTRACTOR must provide training to the students of the DISTRICT on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice per year, or as otherwise required by law.
- 4) The bus driver must continually monitor the behavior of all students to insure that safe bus riding procedures are being followed. If not, the DISTRICT must be notified immediately.

The CONTRACTOR agrees the school administrators may, at the DISTRICT's discretion, ride a bus or otherwise observe the general operation of the bus service.

8.5 After being hired and prior to placement on DISTRICT routes, drivers will receive an additional one hour block of classroom instruction and orientation in the organization, policies and procedures of the DISTRICT. The curriculum for this training will be developed in conjunction with DISTRICT'S staff.

8.6 From time to time the DISTRICT may specify that individual drivers, for individual reasons, may require additional training prior to resuming transporting DISTRICT students. The CONTRACTOR will assume responsibility for fulfilling this additional training requirement.

9. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this Contract, CONTRACTOR is an independent contractor, and not an officer, employee, or agent of the DISTRICT, and CONTRACTOR agrees not to imply to any third party that it is associated with the DISTRICT in any way not previously agreed to by the DISTRICT. All goods and services necessary for the performance of CONTRACTOR'S services under this Contract shall be purchased with its credit and in its name. CONTRACTOR further agrees to hold harmless, indemnify, and defend DISTRICT from and against any and all liability, expense, loss, or damage, including but not limited to judgment, interest, costs and attorney's fees, which DISTRICT may suffer or for which DISTRICT may be held liable as a result of claims, suits, causes of action or demands, made by any person or entity, whether related to injury, including death, property damage, or otherwise, in any way arising out of to any extent the negligent or careless acts or any other acts or omissions of CONTRACTOR or CONTRACTOR's drivers, employees, agents, and independent contractors, in the performance of services under this Contract.

10. Assignment. CONTRACTOR may assign or transfer any of its rights, burdens, duties, or obligations under this Contract, in whole or in part, to its parent company, affiliates, subsidiaries, or related legal entities. CONTRACTOR will advise DISTRICT of such assignment or transfer.

11. Subcontracting. CONTRACTOR will not subcontract any of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the DISTRICT (consent shall not be unreasonably withheld), except on a short term, interim basis in the event of an emergency, upon notification to the DISTRICT.

12. Force Majeure. CONTRACTOR shall be excused from performance hereunder, and DISTRICT shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that CONTRACTOR is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of the CONTRACTOR.

12.1 With the exception of if the DISTRICT is in breach of contract for non-payment, if the CONTRACTOR is unwilling or unable to provide the necessary services under this Contract, the DISTRICT shall have emergency authority to take possession of and use the buses and other physical assets, and directly employ the drivers and bus aids of the CONTRACTOR until such time as alternate transportation arrangements can be made by the DISTRICT.

13. Routing and Scheduling. Prior to the start of any service under this CONTRACT, DISTRICT and CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of DISTRICT. If, at any time during the term of this CONTRACT, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, DISTRICT and CONTRACTOR shall plan and institute such changes jointly. CONTRACTOR shall have sufficient notice to review such changes and evaluate the safety considerations. All routes, schedules, and bus stops shall be established by CONTRACTOR on such basis as may be determined by it to be most efficient, but shall be approved by DISTRICT and shall not be revised without mutual consent and authorization. If the parties cannot agree on the foregoing, the DISTRICT'S decision will be final.

13.1 The DISTRICT will provide CONTRACTOR with access to Versatrans routing software module and existing computer hardware to run said module to operate on behalf of the DISTRICT. The CONTRACTOR will reimburse the DISTRICT for the annual software maintenance fee for said module and for any maintenance required due to CONTRACTOR's use, for the computer hardware during the term of this Contract. The CONTRACTOR will provide personnel and required training to operate the Versatrans routing software module and will be responsible for the cost of training staff on the software and on ensuring continued competency.

13.2 In addition to regular bus routes scheduled hereunder, CONTRACTOR shall also provide all other student transportation services which are specifically requested by the DISTRICT. The CONTRACTOR acknowledges that such other requested student transportation services must be requested in writing and signed by the DISTRICT'S Superintendent or his/her designee. Nothing in this paragraph shall

preclude DISTRICT from contracting with any other transportation company or provider for out-of-DISTRICT transportation needs as they deem fit.

13.3 The DISTRICT shall have the sole responsibility of setting policy pertaining to the transportation for private or parochial schools and shall communicate said policy to CONTRACTOR.

13.4 The DISTRICT shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The CONTRACTOR shall assist the DISTRICT in any determination of whether runs should be canceled due to inclement weather. To this end, a specific person shall be designated by the CONTRACTOR, who shall remain available to the DISTRICT for consultation on a daily basis. CONTRACTOR agrees to abide by the decision of the DISTRICT to operate on the assigned schedules and routes.

13.5 At dismissal time, buses shall arrive at the DISTRICT'S schools prior to dismissal, and shall depart no less than the time set by the DISTRICT.

13.6 Routes developed by the CONTRACTOR are to be completed by August 1st of each year by the Contract and forwarded to the DISTRICT for approval. Routes will indicate a route number all stop locations, estimated number of passengers and start time for the route. The DISTRICT will cooperate with the CONTRACTOR by approving the routes or suggesting needed changes in a reasonable and timely manner.

13.7 The CONTRACTOR shall, upon request by DISTRICT, provide a Route Performance Study during the first year to include, but not be limited to:

- Providing daily ridership report
- Studying number of routes needed
- Providing route documentation to substitute drivers
- Changing routes based on heavy/light ridership due to seasons
- To adjust bus inventory to maximum bus size and fullness of time allowance

13.8 The CONTRACTOR shall ensure that drivers are familiar with their assigned routes. To facilitate this process, the CONTRACTOR shall, prior to the opening of school each year, have each regularly assigned route driver accomplish two complete dry runs (practice runs without students) of the driver's assigned route.

14. CONTRACTOR'S Personnel. All personnel assigned to perform under this Contract shall be subject to approval by the DISTRICT and the CONTRACTOR.

14.1 CONTRACTOR shall furnish qualified licensed operators as are necessary for the safe and efficient operation of the buses used in providing service, and shall furnish all other personnel necessary for the continued operation, supervision of service of the routes, including but not limited to supervising, scheduling, purchasing, dispatching, checking, cleaning, accounting, legal, clerical, administrative and management personnel. The CONTRACTOR further agrees to cooperate with the DISTRICT in providing training for operators and other personnel to ensure safe and

efficient operating standards and will not make changes to office personnel without the DISTRICT's prior written consent.

14.2 It is specifically agreed and understood that all personnel furnished by the CONTRACTOR in connection with the performance of the service under this Contract shall be and remain during the term of this Contract the employee of the CONTRACTOR and not the employee of the DISTRICT. CONTRACTOR shall pay all wages, salaries, fringe benefits, social security taxes, unemployment compensation contributions, and all other remuneration of said employees. It is specifically agreed and understood that the CONTRACTOR operating the service shall be an independent contractor as that term is construed under the applicable laws, rules, regulations and decisions of the courts of the State of Iowa. CONTRACTOR further agrees to abide by all federal, state and local laws and DISTRICT'S policies, regulations and procedures.

14.3 CONTRACTOR agrees to furnish evidence to the DISTRICT that all personnel employed in the operation of the service meet the requirements of all authorities charged with regulation of transportation facilities and equipment including but not limited to, physical and mental capacity to discharge the duties assigned. In addition, CONTRACTOR agrees to perform criminal and traffic background checks on each employee in the operation of service as well as provide evidence that no employee in the operation of service is listed in the Child Abuse Registry, Dependent Abuse Registry or Sex Offender Registry. Upon employment and during annual review or upon request by DISTRICT the CONTRACTOR shall provide records of operator experience and performance.

DRIVERS:

14.4 CONTRACTOR shall employ, train and assign to the Contract a sufficient number of licensed school bus drivers and driver substitutes to meet all of the service needs of this Contract. "Doubling-up" routes or using management staff in driving positions is prohibited other than in the event of unusual circumstances or emergency. CONTRACTOR will supply a list of drivers and a copy of their completed background check one week prior to the start of school to the DISTRICT. Changes to personnel must be communicated to the DISTRICT within one (1) week of hire date. Copy of completed background check will be forwarded to DISTRICT before new hire begins driving.

14.5 Each driver shall be at least twenty-one (21) years old and must obtain and maintain, at a minimum, a Class B Commercial Driver's License (CDL) with a passenger endorsement and an air-brake endorsement. In addition, each driver shall continue to meet all Iowa Department of Education regulations including a valid current Iowa School Bus Driver's Permit.

14.6 For the protection of the children entrusted to the care of CONTRACTOR, all drivers and other persons employed by the CONTRACTOR who may come into contact with the student population must be of pleasant and stable personality, and the highest moral character.

14.7 The Superintendent or his/her designee, with written cause, may call for the removal from service under this Contract of an employee who in their opinion is no longer fit to provide service under the terms of the Contract. CONTRACTOR, upon written notification by the Superintendent or his/her designee, shall immediately cease to assign said employee to any work that puts him/her in direct contact with students of the DISTRICT.

14.8 The use of tobacco products and possession or use of alcohol, controlled substances, illegal drugs, firearms, weapons of any kind by employees of the CONTRACTOR are prohibited on school buses and school grounds at all times.

14.9 Each driver must meet or exceed all physical requirements as determined by physical examination, pass a drug-screen test (and submit to subsequent random drug screening), background screening, and have an acceptable Motor Vehicle Record (MVR) and no other criminal history record. MVR checks must be conducted by CONTRACTOR before employment and at least every six (6) months thereafter.

14.10 Bus assistants must meet the requirements above with the exception of the Motor Vehicle Record.

14.11 CONTRACTOR shall provide sufficient standby drivers to meet day-to-day vacancies due to illness, vacation, personal days and unplanned absences. All standby drivers shall be thoroughly familiar with the routes of the DISTRICT and competent to meet the assigned schedule on any assigned routes. All standby drivers must meet the same requirements as regular drivers.

14.12 Each driver must obtain, when possible, the registration numbers of all vehicles violating the school bus stop law, Iowa Code Section 321.372, and file information for prosecution with appropriate law enforcement agencies.

MECHANICS:

14.13 Mechanics must be trained and certified for the work they are to perform. Mechanic staff will receive regular in-service training in school bus maintenance to remain current with the vehicle manufacturer's standards for maintaining buses.

14.14 Each mechanic shall obtain and maintain, at a minimum, a Class B Commercial Driver's License (CDL) with a passenger endorsement and an air-brake endorsement. In addition, each mechanic shall continue to meet all Iowa Department of Education regulations including a valid current Iowa School Bus Driver's Permit.

14.15 Mechanic staff must pass standard drug and background screenings as required for school bus operators.

14.16 At a minimum, F.T.E. provided by CONTRACTOR shall include Lead Vehicle Technician, two Vehicle Technicians and Lot Maintenance Person.

14.17 CONTRACTOR shall provide mechanic service upon DISTRICT's request for non-school bus vehicle maintenance at the CONTRACTOR's hourly rate as agreed upon by DISTRICT.

SUPERVISORY AND MANAGERIAL PERSONNEL:

14.18 To ensure responsible service for transportation, CONTRACTOR shall employ and maintain a local management group qualified to perform assigned duties. Maintenance program requirements shall be directed by a person experienced in the school bus mechanics repair field.

14.19 The contract manager assigned to the Contract must be available to meet with the Chief Operating Officer, the Superintendent, and/or the Board of Education of the DISTRICT as needed to discuss the transportation operations and services.

14.20 Management staff must pass standard drug and background screenings as required for school bus operators.

14.21 Management staff shall participate in an ongoing, in-service training program to remain current with Federal and State pupil transportation codes as well as to improve management skills in personnel management, fleet management, school bus operations or other relevant areas.

14.22 CONTRACTOR shall implement an employee drug and alcohol screening program which complies with all Federal and State laws and that meets or exceeds DISTRICT policy for such tests. Drug and alcohol screening shall include pre-employment, reasonable suspicion; post-accident as well as random sample testing for all employees assigned to the DISTRICT, and shall comply with Federal and State Laws. All costs associated with this ongoing screening process shall be paid by the CONTRACTOR.

14.23 CONTRACTOR will use its best efforts to obtain a no-strike clause in any collective bargaining contract that may be entered in relation to services provided under this Contract.

14.24 At a minimum, F.T.E. provided by CONTRACTOR shall include Contract Manager, Assistant Manager, Routing Dispatcher, Clerk, Safety Coordinator, and Medicaid Coordinator (at least 0.5 F.T.E).

14.25 At least once per year, the CONTRACTOR's contract manager will meet with the DISTRICT's Chief Operating Officer to present proposed changes for the next school year talking into account new homes, roads, sidewalks and all elements that will impact school bus services.

14.26 CONTRACTOR shall designate one (1) person as its local representative to oversee the operations of the DISTRICT, who shall be available during regular working hours on school days to handle routing, assignment, and other operational concerns. The representative shall also be available by cell phone for emergencies occurring outside regular working hours.

15. General Reporting and Record Keeping. CONTRACTOR will be required to provide any and all operational records deemed necessary by the DISTRICT. Such records shall remain confidential, to the extent permitted by the law.

15.1 The CONTRACTOR shall provide student and mileage information in order to assist the DISTRICT in complying with Department of Education regulations. In addition, the CONTRACTOR will provide reasonable assistance to the DISTRICT to assist it in completing and filing necessary reports to governmental regulators.

15.2 The CONTRACTOR shall obtain, when possible, the registration numbers of all vehicles violating the school bus stop law, Iowa Code Section 321.372, and file information for prosecution with appropriate law enforcement agencies.

15.3 The following additional reports will be submitted based on the periodicity identified.

15.3.1 *Monthly Student Load Count* – This report lists the number of students at each bus stop who rode the bus on a given day. The report shall be taken every second week of the month that schools are in session. Results will be tabulated and detailed in a written form acceptable to the DISTRICT. Forms are to be returned to the DISTRICT's Chief Operating Officer within five (5) business days of the count.

15.3.2 *Customer's Incident/Complaint Form* – The purpose of this report is to inform the CONTRACTOR in writing of an incident or complaint about services or a driver by the DISTRICT. Customers shall include students, parents, school employees and members of the public. The CONTRACTOR shall investigate these reports and provide a written reply within ten (10) school days. All written replies shall state corrective action taken to prevent recurrence of the condition that caused the problem or an explanation as to why corrective action was not required.

15.3.3 *Driver's Incident/Complaint Form* – The purpose of this form is to inform the DISTRICT in writing of an incident or complaint about students, to report difficulties at a school site or with a parent, or to record any unusual incident. This form will be forwarded to the DISTRICT for review and corrective action as necessary. The DISTRICT will review the complaint and respond in writing to the CONTRACTOR within ten (10) business days.

15.3.4 *Late Bus Report* – DISTRICT staff may also be present to review the arrival and departure of bus runs to ensure that route times maintained in the VersaTrans

system are consistent with actual route times. In the event that a bus arrival or departure is ten (10) or more minutes different from the established time, DISTRICT staff will provide the CONTRACTOR with notification of the issue. The CONTRACTOR will have (2) business days to provide a written response detailing the reasons for the time discrepancy and the corrective action that will be taken. This report will also be used to supplement the requirements of Section 17.1.

16. Accidents and Accident Reporting. For purposes of this Section, "accident" shall be defined as an unplanned event or incident that results in bodily injury or death, vehicle damage, property damage, or vehicle operated under this Contract coming in contact with any other object.

16.1 All accidents are to be verbally reported to the DISTRICT's Chief Operating Officer by the authorized CONTRACTOR representative prior to the close of business on the day they occur. Serious accidents, those involving bodily injury or death or damage to property, are to be reported to the Chief Operating Officer by the authorized CONTRACTOR representative as soon as he/she has knowledge of the accident. All accidents will be documented in writing on state reporting forms and forwarded to the Chief Operating Officer within twenty-four (24) hours of their occurrence. CONTRACTOR will also promptly notify the parents or guardians of any student aboard a bus at the time of a serious accident, unless the DISTRICT will take action to do so.

16.2 CONTRACTOR will maintain a log of all accidents involving the DISTRICT's school bus fleet. This log will contain the names of individuals involved in the accident, date, location, accident description, damage amount, police report, injury reports and whether the accident was preventable or not. The DISTRICT's Superintendent or designee will be allowed to review this log at any time, with or without advance notice.

17. Payments for Services. The CONTRACTOR shall submit an invoice to the DISTRICT no later than the third day of the month following the month in which services have been provided. The invoice shall be based upon the actual number of days of service within that calendar month. The DISTRICT shall submit the invoice to its Board of Education for approval at its next regularly scheduled meeting. Payment shall be made to the CONTRACTOR within thirty (30) days following approval of the Board. Invoices for payment should be sent to:

Iowa City Community School District
Attention: Chief Operating Officer
1725 North Dodge Street
Iowa City, IA 52245

17.1 The DISTRICT expects CONTRACTOR to provide services to the DISTRICT using accepted industry practices and standards of service which meet or exceed those defined in this Contract. When deficiencies occur, the DISTRICT and CONTRACTOR agree that the following schedule of liquidated damages may, at the DISTRICT'S discretion, be imposed upon the CONTRACTOR as a remedy for

inconveniences. CONTRACTOR will be notified in writing within ten (10) school days of such deficiencies and a claim for liquidated damages by the DISTRICT's Chief Operating Officer. Notification shall identify the type of infraction along with information that clearly details the date, time, location, route number, school, driver (if known) and vehicle number. Payment for damages will be deducted from CONTRACTOR'S next invoice. Failure to timely notify shall relieve CONTRACTOR of its obligation to pay liquidated damages for such occurrence. In the event that there are unknown or extenuating circumstances, the CONTRACTOR shall have the right of appeal. Appeals are to be made in writing within ten (10) school days and addressed to the Chief Operating Officer. In the event that the CONTRACTOR and Chief Operating Officer cannot reach agreement on an appeal, a final determination will be made by the DISTRICT's Superintendent.

Liquidated Damages Schedule:

1. The DISTRICT may assess liquidated damages in the amount of 100% of the price for a daily route (AM & PM) for each of the following deficiencies:
 - Missed route – Route not run or combined (“doubled-up”) with another route.
 - Illegal use of equipment (uninspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment).
 - Unattended child left on bus.
 - Unauthorized and inappropriate discipline of student or students by driver.
2. The DISTRICT may assess liquidated damages in the amount of 75% of the price for a daily route (AM & PM) for each of the following deficiencies:
 - Late bus – Arriving at or departing from school 30 minutes to one hour or more late (circumstances must be within CONTRACTOR's control).
 - Operating without an aide on the bus.
 - Failure to meet assigned equipment size requirement for route.
 - Running out of fuel while on route.
3. The DISTRICT may assess liquidated damages in the amount of 50% of the price for a daily route (AM & PM) for each of the following deficiencies:
 - Driver operating without the use of a seat belt.
 - Failure to fasten a student's seat belt as required by IEP.
 - Unreported accident with students on bus.
 - Intentional operation of an overloaded bus (overload equals greater number than manufacturers' capacity).
4. The DISTRICT may assess liquidated damages in the amount of 25% of the price for a daily route (AM & PM) for each of the following deficiencies:
 - Unauthorized deviations from route.
 - Unauthorized stop.
 - “Bus Empty” sign not placed in bus while stopped (driver and/or aide off bus).

- Late bus – Arriving at or departing from school 10 minutes to twenty-nine minutes late (circumstances must be within CONTRACTOR’s control).
5. The DISTRICT may assess liquidated damages in the amount of 10% of the price for a daily route (AM & PM) for each of the following deficiencies:
- Equipment age infraction.
 - Inoperable radio on bus (damaged prior to dispatch or turned off by driver).
 - Inoperable air conditioning unit on Special Education bus (damaged prior to dispatch).
 - Inoperable lift on Special Education bus (damaged prior to dispatch).
 - Operating equipment without proper route number identification.
18. Adjustment of Rates.
- 18.1. Change in Scope of Services Adjustment. The following provisions shall apply in the event of the applicable reduction in service:
- a. This Agreement contemplates a minimum of 180 operating days per school year. If the actual number of operating days falls below 180 during any school year, then the parties agree to renegotiate in good faith the rates provided in the attached Exhibit A if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon thirty (30) days written notice. If the actual number of operating days falls below the contemplated minimum days and the District does not provide notice in advance of the end of the applicable school year making a renegotiation of rates impracticable, Contractor will invoice District and District agrees to pay a sum equal to fifty percent (50%) of the daily charges for each day work is cancelled. If the average daily number of routes is reduced by fifteen percent (15%) or more, then both parties agree to renegotiate in good faith the rates provided in Exhibit A if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon thirty (30) days written notice.
 - b. The rates established in all pricing schedules for this Contract shall be subject to adjustment the first day of each school year as provided herein.
- 18.2 Change in Law Adjustment. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body’s statutes, laws, rules, or regulations impact CONTRACTOR’s methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, etc.) during the term of the Agreement, CONTRACTOR, upon written notice to DISTRICT, may request a

renegotiation of this Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the AGREEMENT upon thirty (30) days notice.

19. Vehicles and Equipment Requirements. The vehicles and equipment used by CONTRACTOR will be provided pursuant to a separate Lease for Pupil Transportation Equipment. All buses operated by CONTRACTOR under this Contract shall be approved school buses, as defined by applicable statutory or administrative codes, and must meet with the approval of the DISTRICT.

19.1 Each bus shall be given a safety inspection by a team composed of representatives of the Department of Education and the Iowa State Highway Patrol in the fall and mid-year of each year or as otherwise specified by the Iowa Department of Education. The CONTRACTOR will provide the DISTRICT's Chief Operating Officer with copies of all school bus inspections performed by the Department of Education. A copy of all state vehicle inspections shall be forwarded on to the DISTRICT. A written explanation will be given to the Chief Operating Officer by the CONTRACTOR for any vehicle that fails this inspection. In addition, the CONTRACTOR will outline corrective steps to be taken to avoid or reduce the likelihood of such vehicle inspection failures in the future.

19.2 Vehicles operated by the CONTRACTOR shall meet all federal and state school bus requirements for the term of the Contract.

19.3 CONTRACTOR shall maintain its buses and other vehicles in good operating condition and in condition to meet or exceed the State of Iowa inspection standards, and the CONTRACTOR will be responsible for the costs of bringing those buses and other vehicles into such condition. Regular preventive maintenance shall be practiced on all vehicles. CONTRACTOR will be responsible for all repairs and maintenance on all vehicles during the life of this Contract at its sole cost.

19.4 The CONTRACTOR shall implement a comprehensive maintenance program for the school bus fleet to provide safe and efficient service to the DISTRICT and the DISTRICT community. The maintenance program shall be ongoing at all times and documentation of this program shall be provided to the DISTRICT upon request.

19.5 The CONTRACTOR shall provide all oil, lubricants, supplies and accessories necessary for the operation of the vehicles and shall undertake the repair and maintenance to keep them in good and sound operating condition. Maintenance shall be in compliance with all lawful orders, rules, regulations, and laws of properly constituted authorities governing the operations, and in a manner suitable for the furnishing of service, including but not limited to, maintenance as stipulated in the manufacturer's guide for warranty period and beyond for the term of the Contract, and maintenance of

equipment such as radio, GPS, and digital video camera systems. The CONTRACTOR shall further provide inspection and cleaning of all vehicles necessary and suitable for the maintenance, comfort, convenience, and safety of passengers, including repair or replacement of damage to seats, handrails, steps and all other portions of the interior and exterior of said equipment. All costs associated with this maintenance function will be paid by the CONTRACTOR.

19.6 All pupil transportation vehicles shall be kept in a safe, clean and sanitary condition. In addition, buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made within thirty (30) days from the date such damage occurs. All pupil transportation vehicles shall be open for examination at all times by the DISTRICT, the Superintendent or designee.

19.7 The CONTRACTOR shall operate the buses and related equipment and service in compliance with all lawful orders, rules, regulations and laws of properly constituted authorities governing the operations, and in a manner reasonably suitable for furnishing service, including but not limited to, enforcement of all state statutes, municipal ordinances, and DISTRICT policies prohibiting smoking on buses.

20. Fuel. DISTRICT will provide and pay for all fuel needed in the performance of the Contract (inclusive of delivery and taxes). Fuel provided by the DISTRICT shall be used only for the transportation and operations and activities of the DISTRICT.

21. Termination of Contract. If the CONTRACTOR at any time fails to comply with and fully perform any terms and conditions or covenants contained herein to be performed by the CONTRACTOR, the DISTRICT shall give prompt notice in writing to the CONTRACTOR of such failure and in the event the CONTRACTOR does not remedy such failure within thirty (30) days from the receipt of such notice, then at the option of the DISTRICT, the Contract may be terminated immediately by delivery to the CONTRACTOR of written notice of such election to terminate. The CONTRACTOR shall remain liable for any costs to the District directly resulting from CONTRACTOR'S failure. Notwithstanding the foregoing, if the CONTRACTOR'S failure to perform as required by the Contract jeopardizes the safety or welfare of the students or the DISTRICT, immediate action will be taken by the CONTRACTOR to remedy the failure following notice from the DISTRICT. If the CONTRACTOR fails to remedy the said situation immediately, the DISTRICT may at its option terminate the Contract immediately upon notice to the CONTRACTOR.

21.1 The Contract may be terminated by the DISTRICT or CONTRACTOR at any time, for convenience and without cause, upon ninety (90) days written notice in conformity with Iowa Code Section 285.5. If the CONTRACTOR terminates the Contract for convenience upon 90 days' notice, the DISTRICT may recover from the the CONTRACTOR, the sum of \$5,000.00 per day as liquidated damages for a period of 90 days or until the DISTRICT obtains other transportation services on terms as favorable to the DISTRICT as the terms of this Contract, whichever first occurs.

21.2 During any termination notice period in this Section, the DISTRICT reserves the right, without waiver of other rights against the CONTRACTOR and its surety, to arrange for the transportation of students itself, or to enter into a contract with another person, firm or corporation, or to do any other act or thing necessary to assure continuity of transportation operations. If the CONTRACTOR is unwilling or unable to provide the necessary services, the DISTRICT shall have the emergency authority to take possession of and use the buses and other physical assets, and directly employ the drivers and bus aides of the CONTRACTOR until such time as alternate transportation arrangements can be made by the DISTRICT.

22. Notices. Notices to either party to this Contract shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed via the United States mail, certified, return receipt requested; or sent via overnight service. All such notices shall be addressed to:

DISTRICT: Iowa City Community School District
Attention: Chief Operating Officer
1725 North Dodge Street
Iowa City, IA 52245

CONTRACTOR: Durham School Services, L.P.
Attn: Contract Administrator
4300 Weaver Parkway
Warrenville, Illinois 60555

23. Student/Passenger Behavior and Discipline. The CONTRACTOR will follow the discipline procedure outlined in the DISTRICT's policies and procedures.

23.1 Student behavior issues shall be documented in writing by the bus driver and/or bus assistant with the passenger's name and/or description of the situation, which will be forwarded to the appropriate DISTRICT administrator via the contract manager.

23.2 The DISTRICT shall take appropriate steps to correct the situation and advise the contract manager of the final outcome of their actions.

23.3 Under no conditions shall the CONTRACTOR or its staff deny transportation to an eligible rider without a written statement to do so by the DISTRICT.

23.4 CONTRACTOR shall insure good discipline aboard school bus and enforce the DISTRICT'S disciplinary procedures fairly for all bus riders. Should the bus require an attendant for purposes of maintaining proper discipline, the CONTRACTOR shall make such provisions.

23.5 Students with Special Needs: Drivers assigned to transport disabled or special education students, students with medical needs (e.g., EpiPen), and early intervention program students shall be given special training concerning the techniques of handling such children. Drivers will administer medication during transport when there

is an emergency situation. The DISTRICT reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.

24. Waiver. Any waiver or delay in requiring performance of any obligation or in enforcing rights hereunder will not affect either party's ability to require performance of the other party's obligations or to enforce its rights thereafter.

25. Dispute Resolution. The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Contract. Any litigation arising between the parties related in any way to this Contract shall be initiated and maintained only in the appropriate state or federal court for Johnson County, Iowa. Unless the CONTRACTOR continues to provide service, in addition to any other remedy provided under this Contract or by law, DISTRICT reserves the right to withhold, as liquidated damages, one month's transportation payment from CONTRACTOR pending complete compliance with the terms of this Contract.

26. Fares. Any and all revenue resulting from any fares which may be collected from persons who ride a vehicle while it is operating under the provisions of this Contract and all receipts by the CONTRACTOR for items sold as substitutes for cash for such fares on the vehicles shall be remitted to the DISTRICT on a regular basis at such time and in such matter as the parties may agree.

27. Physical Plant/Facility. DISTRICT will provide a facility for the maintenance, repair, washing, dispatching and storage of school buses, equipment, vehicles, and supplies used in providing the services under this Contract and from which CONTRACTOR shall office and conduct its operations in furtherance of this Contract. Such facility is currently located at 2185 South Gilbert Street, Iowa City, Iowa ("Facility"). DISTRICT represents and warrants that it has the authority to allow CONTRACTOR to use the Facility as provided for herein and shall deliver proof thereof to CONTRACTOR. CONTRACTOR shall supply its own telephone service, utilities, and garbage and custodial services. CONTRACTOR shall also provide maintenance of the facility, including snow removal and lawn care and be responsible for damage caused by acts of negligence by its employees. DISTRICT shall be responsible for any and all repairs, maintenance, and any and all costs and expenses related to the Facility which are not identified in this AGREEMENT as CONTRACTOR's.

27.1 DISTRICT shall obtain all risk property insurance covering the building and improvements in an amount equal to 100% of the replacement value, name CONTRACTOR additional insured and provide CONTRACTOR with a copy of the certificate of insurance. CONTRACTOR will be responsible for obtaining business personal property and vehicle insurance for all its property on the facility premises.

27.2 CONTRACTOR shall comply with all applicable federal, state, and local environmental laws, regulations, policies, and rules related to its operations and use and maintenance of the facility and the premises at all times during this Contract. CONTRACTOR shall be responsible for any environmental conditions of the premises to

the extent created, caused, or contributed to by the actions or omission of CONTRACTOR or its employees, agents, or subcontractors.

- a. CONTRACTOR will be responsible for the day-to-day maintenance and repairs of the Facility due to routine wear and tear including interior painting, cleaning, and waste disposal (including environmental waste generated by CONTRACTOR). CONTRACTOR will cover the cost of personal property taxes and insurance for CONTRACTOR'S equipment.
- b. CONTRACTOR will be responsible for cleaning the shop area and the waste disposal area.
- c. If CONTRACTOR is successful in securing additional business from nearby Districts or other Customers, then CONTRACTOR may enter into an agreement with DISTRICT to pay fair market value for the proportionate amount of usage of the Facility required to serve such Districts or Customers. CONTRACTOR must obtain permission from DISTRICT prior to using Facility.

28. Environmental Indemnification.

- a. Each Party hereby represents and warrants that it shall comply with all federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to use, maintenance and operation of the Facility as such laws, regulations, rules, policies, and rulings apply to said party's obligations under this CONTRACT.:
- b. CONTRACTOR shall have no liability for any matters relating to hazardous or toxic conditions of the Property and Facility, environmental cleanup and disposal, or of violations of environmental quality laws (except for liability arising out of or related to the willful or negligent acts of CONTRACTOR).
- c. To the extent permitted by law, DISTRICT hereby agrees to indemnify and hold CONTRACTOR harmless from and against any loss, cost, or expense, including reasonable attorneys' fees, damages, claims or liability arising directly out of the actions or omissions of DISTRICT related to environmental quality matters affecting the Facility (except for any loss, cost, expense, damage, claim, or liability arising out of or related to the actions or omissions of CONTRACTOR).
- d. CONTRACTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any loss, penalties, fines, cost, or expense, including reasonable attorneys' fees, damages, claims, or liability arising out of or related to the actions or omissions of CONTRACTOR related to environmental quality matters affecting the Facility (except for any loss, penalty, fine, cost, expense, damage, claim, or liability arising directly out of the actions or omissions of DISTRICT).
- e. The indemnification obligations this Section 28 shall survive the termination or expiration of this CONTRACT.

29. Training of DISTRICT staff. CONTRACTOR shall provide training to DISTRICT-selected DISTRICT personnel on the safe transportation of students in DISTRICT-owned and personal vehicles. Training is to include topics mutually agreed upon by DISTRICT and CONTRACTOR, such as following traffic laws, handling the vehicle (blind spots, anti-lock brakes, etc.), handling student disruptions during transport (misbehavior, sickness, etc.), handling vehicle malfunction (flat tires, check engine light, etc.), handling accidents, and safely loading and unloading students. Training shall be designed based on approximately 10 students per class, 15 classes per year.

30. Entire Agreement and Amendment. This Contract, and incorporated documents, between the DISTRICT and the CONTRACTOR contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing signed by both parties.

31. Equal Opportunity Policy. The CONTRACTOR shall take all necessary steps to ensure that every applicant and employee of CONTRACTOR is treated during hiring and employment without regard to their age, sex, race, creed, marital or parental status, political affiliation, color, disability, national origin, genetic information, ethnic background, sexual orientation, gender identity or any other protected class under state or federal law. The CONTRACTOR shall not discriminate against and may provide a preference for veterans of the United States armed forces. The CONTRACTOR shall include in all advertisements for employees a statement that summarizes its nondiscrimination policy.

32. Compliance/Conduct. The CONTRACTOR shall at all times observe and comply with all laws, ordinances, regulations and code of the Federal, State, County or other local agency and DISTRICT'S policies, regulations and procedures which pertain to the delivery of pupil transportation services. Additionally, while on DISTRICT property or while providing services under this Contract where contact with DISTRICT staff and/or students is expected, CONTRACTOR will abide by DISTRICT rules and policies regarding appropriate conduct, including but not limited to policies and rules related to bullying and harassment.

33. Student Records/Confidentiality. CONTRACTOR shall be in full compliance with all non-disclosure and other confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g and corresponding regulations at 34 CFR Part 99, and state laws and DISTRICT policies and procedures regarding student records. All student information acquired by CONTRACTOR under this Contract shall be considered confidential and shall not be disclosed by CONTRACTOR unless required by law. In the event that disclosure of any such information is required by law, CONTRACTOR will notify the DISTRICT of such obligation prior to such disclosure. Further, any such information obtained pursuant to this Contract will only be used for the limited purpose for which it was disclosed and will be destroyed or returned to the DISTRICT, at the sole discretion of the DISTRICT, upon termination of this Contract.

33.1 Pursuant to FERPA regulations at 34 CFR 99.31, the DISTRICT, as an educational institution, is permitted to disclose, without the prior consent of a student's parent (or an eligible student over 18 years of age), personally identifiable information from education records to a party to whom the DISTRICT has outsourced institutional services or functions it would normally be required to perform with DISTRICT employees who are deemed to have a legitimate educational interest or need to access student educational records.

33.2 The DISTRICT has outsourced its school transportation obligations to CONTRACTOR and has determined that CONTRACTOR is an entity with a legitimate educational interest or need to access certain educational records related to student transportation needs, specifically including records of special education students served by Individualized Education Plans (IEPs). Accordingly, the parties agree that it is in the best interests of all parties for the DISTRICT to disclose to CONTRACTOR such information from student education records, including IEPs, as may be necessary for CONTRACTOR to provide accurate and complete transportation services to students under the Contract. Any student's education records, including IEPs, will be used by CONTRACTOR for routing or other transportation purposes only and for no other reason. Such information acquired by CONTRACTOR from the DISTRICT shall be considered confidential and shall not be disclosed by CONTRACTOR unless required by law.

33.3 The CONTRACTOR shall label and store video recordings for a period of 180 school days, unless a longer storage time is requested by the DISTRICT. The DISTRICT will have full access to these recordings including the right to retain a copy. Video which records student behavior on the bus shall be treated as confidential and may only be viewed by the CONTRACTOR'S site manager or his/her designee or the DISTRICT'S Superintendent or his/her designee and others as determined appropriate by the DISTRICT.

34. Governing Law. This Contract shall be governed by Iowa law. If any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions shall remain in full force and effect.

35. Headings. The headings or captions in this Contract are for convenience of reference only and shall not be used to interpret or construe its provisions.

36. Binding. This Contract is binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

37. Payment Amounts. In consideration of the performance on the part of the CONTRACTOR of the terms of this Contract, the DISTRICT agrees to pay the CONTRACTOR the following sums for pupil transportation services rendered:

See Exhibit A attached hereto and made part of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

DURHAM SCHOOL SERVICES, L.P.

IOWA CITY COMMUNITY
SCHOOL DISTRICT

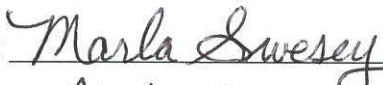
By: Durham Holding II, L.L.C.,
its general partner

By: 

Name: GP Singh

Title: SVP Comm Dev

Date: 8/1/13

By: 

Name: Marla Swesey

Title: Board President

Date: 8/13/13

Transportation Services Pricing

(Unless otherwise noted, pricing is per bus per day based on 180 days)	Cost per Day		
	2013-14	2014-15	2015-16
AM/PM Route, 35 – 71 Passenger	\$115.61	\$117.92	\$120.28
AM/PM Route, 84 Passenger (up to 4 hours per day)	\$124.75	\$127.25	\$129.79
AM/PM Route, Special Education - Wheel Chair Position (up to 4 hours per day)	\$115.61	\$117.92	\$120.28
Suburban	\$115.61	\$117.92	\$120.28
Special Education Mid-day	\$99.52	\$101.51	\$103.54
After School Route: 35 – 71 Passenger	\$99.52	\$101.51	\$103.54
Per Bus Associate Per Day (4 Hour base)	\$86.46	\$88.19	\$89.95
Bus Associate Per Hour (Over 4 Hour base)	\$21.62	\$22.05	\$22.49
Building-to-Building Shuttle, Per Bus	\$19.86	\$20.26	\$20.66

Non – School Bus Vehicle Maintenance (Based on 365 days)	2013-14	2014-15	2015-16
Rate per Hour	\$25.25	\$25.76	\$26.27
Additional Charges for Parts Above Actual Cost	10%	10%	10%

2013-14

Sports/Activity/Field Trips	Hourly Rate	Cost per Mile	Minimum Charge
In Town Rate	\$19.86	\$0.21	\$39.72
In Town Layover Rate	\$19.86	\$0.21	\$39.72
Out of Town Rate	\$19.86	\$0.21	\$39.72
Out of Town Layover Rate	\$19.86	\$0.21	\$39.72

2014-15

Sports/Activity/Field Trips	Hourly Rate	Cost per Mile	Minimum Charge
In Town Rate	\$20.26	\$0.21	\$40.52
In Town Layover Rate	\$20.26	\$0.21	\$40.52
Out of Town Rate	\$20.26	\$0.21	\$40.52
Out of Town Layover Rate	\$20.26	\$0.21	\$40.52

2015-16

Sports/Activity/Field Trips	Hourly Rate	Cost per Mile	Minimum Charge
In Town Rate	\$20.66	\$0.21	\$41.32
In Town Layover Rate	\$20.66	\$0.21	\$41.32
Out of Town Rate	\$20.66	\$0.21	\$41.32
Out of Town Layover Rate	\$20.66	\$0.21	\$41.32

Equipment-Related Services (if applicable)	Annual Cost		
	2013-14	2014-15	2015-16
Single camera system (25.8, 25.9)	included	included	included
GPS (25.10)	included	included	included
Child Sleeper Check System (25.11)	included	included	included
Auto video uploading (25.16.1)	\$0	\$0	\$0
Three camera system (25.16.2)	\$0	\$0	\$0
Addition of stop arm camera (25.16.3)	\$0	\$0	\$0
Student ridership management equipment (25.16.4)	\$0	\$0	\$0
Rear stop sign (25.16.5)	\$0	\$0	\$0
Training			
Training of District staff (as provided for in 33.4.1 and 33.4.2)	\$1,400.00	\$1,428.00	\$1,457.00

***Not to include costs of related equipment**