

AMENDMENT NUMBER ONE

IOWA CITY COMMUNITY SCHOOL DISTRICT, hereinafter referred to as “**DISTRICT**”, and **CONTRACTOR SCHOOL SERVICES, L.P.**, hereinafter referred to as “**CONTRACTOR**”, mutually agree to amend the existing Transportation Agreement, dated May 21, 2013, hereinafter referred to as the “**Agreement**”, as stated below:

1. The Transportation Services Pricing for the 2015-2016 school year shall be deleted in their entirety and replaced with the following:

Transportation Services Pricing

	Cost Per Day
(unless otherwise noted, pricing is per bus based on 175 days)	2015 -16 revised
AM/PM Route, 35-71 Passenger, Regular Ed	\$123.65
AM/PM Route, 84 Passenger, Regular Ed (up to 4 hours per day)	\$133.16
AM/PM Route, Special Education - Non Wheel Chair (up to 4 hours per day)	\$155.16
AM/PM Route, Special Education - Wheel Chair Position (up to 4 hours per day)	\$155.16
Suburban	\$123.65
Special Education Mid-Day	\$138.42
After School Route: 35-71	\$103.54
Per Bus Associate Per Day SpEd (4 Hour base)	\$89.95
Per Bus Associate Per Day Regular Ed (4 Hour Base)	\$89.95
Bus Associate Per Hour (Over 4 Hour Base)	\$22.49
Building-to-Building Shuttle, Per Bus	\$20.66

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

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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)	2015-16
Single Camera System (25.8, 25.9 of Bid)	included
GPS (25.10 of Bid)	included
Child Sleeper Check System (25.11 of Bid)	included
Auto video uploading (25.16.1 of Bid)	\$0.00
Three camera system (25.16.2 of Bid)	\$0.00
Addition of stop arm camera (25.16.3 of Bid)	\$0.00
Student ridership management equipment (25.16.4 of Bid)	\$0.00
Rear stop sign (25.16.5 of Bid)	\$0.00
Training	2015-16 revised
Training of District staff (as provided for in 33.4.1 and 33.4.2 of Bid)	\$9.71 per person

2. This Agreement contemplates a minimum of 175 operating days per school year.
3. Bus aides (monitors) will be taken in-house and no longer provided by the Contractor. If in the future the District requires the Contractor to provide Bus aides (monitors) the District shall give the Contractor forty-five (45) days in which to hire and train new Bus aides (monitors).
4. The following shall be added to the Agreement:

Definitions

- “Monitor”: A bus monitor is an District-employed individual assigned to assist with busing-related tasks for a specific bus route, as specified in this MOU.
- “Driver”: A bus driver is a Contractor-employed individual responsible for all aspects of bus operations while en route.

Scheduling Staff

- Contractor will continue to manage all scheduling of drivers, including substitute drivers.
- District will provide District-employed monitors and will schedule all monitors,

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including substitute monitors.

- o When District must provide a substitute, Contractor will be notified via a phone call to dispatch.

Bus Monitor Pick-Up/Drop-Off

- Contractor will pick up and drop off each monitor at an District-designated location for each route.
- For routes designated by the District as needing a monitor, if the monitor is not present at the designated pick-up time:
 - o The driver will notify Contractor dispatch.
 - o Contractor staff will phone the principal of the applicable school to ensure District is aware the monitor is not there.
 - o The bus will wait until a monitor is present.
 - o Once a monitor is on board, the bus will begin the route with the earliest stop it can reach on schedule
 - o Any stops that need to be bypassed will be reported to the District via an immediate email to the Director of Special Education (Carmen Dixon), Director of Transportation (Esme Davis), and applicable principal. The Director of Special Education will arrange transportation for affected students.
- There will be no special arrangements made for pick-up or drop-off of bus monitors.

During Route

- The driver is responsible for all bus operations, including but not limited to vehicle handling, safety procedures, loading/unloading of students, appropriate use of restraints and safety devices. As such, the monitor must comply with driver-provided directions.
- The monitor is responsible for following all procedures, rules, and regulations provided in the Contractor-provided training.
- In the event there is a disagreement between the driver and monitor regarding how a situation should be handled, the monitor shall comply with driver instructions.

Complaints/Concerns

- Monitors with complaints/concerns related to transportation operations, drivers, etc., should first contact Contractor management by calling the office at 319-354-1304.
- If Contractor management is unable to address the complaint/concern satisfactorily, the monitor should next call the principal of the applicable school.
- If the principal of the applicable school is unable to address the complaint/concern satisfactorily, the monitor should next call the Director of Special Education.
- If the Director of Special Education is unable to address the complain/concern satisfactorily, the monitor should next call the Superintendent.

Route Changes

- From time to time, routes must be changed as students are added and removed, or for

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other reasons. When routes must be changed, Contractor will notify ICCSD via an email to the Director of Special Education, Director of Transportation, and applicable principal.

· The principal will alter the schedules of monitors as needed to accommodate the changed route.

Medicaid

- District Medicaid submissions require forms to be completed by drivers and monitors.
- Drivers will complete required Medicaid forms and submit to Contractor management for processing and submission to District. Contractor management will be responsible for ensuring all applicable forms are completed and submitted on time.
- Monitors will complete required Medicaid forms and submit to Contractor management for processing and submission to the District. Contractor management will promptly notify the Director of Special Education of any difficulties collecting completed forms from monitors and the Director of Special Education will take appropriate action to ensure such forms are submitted promptly and completely to Contractor management. The District will not hold Contractor management accountable for difficulties collecting completed forms from monitors as long as the process just described is followed.

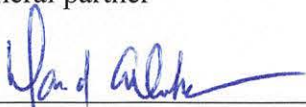
Training

- All monitors must complete an initial 5-hour training provided by Contractor.
 - Annually, all monitors must complete refresher training provided by Contractor.
 - In order to serve as a monitor, the monitor must have completed the initial training or an annual refresh provided by Contractor within the previous 12 months.
5. This Amendment is effective July 1, 2015 and is agreed to by the undersigned parties.
6. All other terms and conditions of the original Agreement remain unchanged.


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

DURHAM SCHOOL SERVICES, L. P.

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

By: 
Name: David A. Duke
Title: President and CEO
Date: August 6, 2015

**IOWA CITY COMMUNITY
SCHOOL DISTRICT**

By: 
Name: Chris Lynch
Title: Board President
Date: 7.14.15