

**CONTRACT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN *LEGACY CHARTER SCHOOL* AND *BROWN BUS COMPANY***

This Contract for Student Transportation Services (the "Contract") is entered into on *April 1, 2022* (the "Effective Date") between the *LEGACY CHARTER SCHOOL*, 4015 S. Legacy Way, Nampa, Canyon County, Idaho, (the "District"), and *BROWN BUS COMPANY*, 2111 E. Sherman Ave, Nampa, Canyon County, Idaho (the "Contractor").

RECITALS

- A. Under Idaho Code section 33-1510(2), the District advertised and bid the transportation services provided under this Contract, and the Contractor was the lowest responsible bidder meeting the specifications.
- B. The District and Contractor desire to provide for the transportation of students in the District to and from school as set forth in this Contract.

AGREEMENT

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated into this Contract by this reference, and the mutual promises set forth in this Contract, the parties agree as follows:

1. Incorporation by Reference and Priority of Documents.
 - a. The following documents are attached to and incorporated by reference into this Contract as if set forth in full: 1. the advertisement for bids; 2. the bid by the Contractor, including the Request for Proposal; 3. the bid bond; and 4. the notice of award; the provisions contained in this Agreement and recited all provisions required by law to be inserted in this Agreement, whether actually inserted or not.
 - b. All of the above taken as a whole shall constitute the contract document; provided, however, that in the event of any inconsistencies between the this written Agreement and the provision of the items listed in item 1(a), above, the provisions of the written Agreement shall control if this Agreement specifically addresses the issue in question.
 - c. Unless a different priority of documents is set forth in the advertisement for bids, a lower numbered document in this section shall supersede a higher numbered document to the extent necessary to resolve any conflict or inconsistency.
2. Definitions. Terms, whether capitalized or not, in this Contract shall have the meanings set forth below when used in the Contract unless the context requires otherwise:
 - a. The term "**Board**" shall mean the Board of Directors of School or the Board's duly authorized representative.

- b. The term “**contract**” or “**contract documents**” shall mean each of the various parts the contract referred to in Section One of this Agreement, both as a whole and severally.
- c. The term “**Contractor**” shall mean *BROWN BUS COMPANY*, an Idaho corporation, Contractor’s assigns, and any person, firm, or corporation who or which shall at any time be substituted in Contractor’s place.
- d. The terms “**law**” or “**laws**” shall mean Federal law, the Constitution of Idaho, the statutes of Idaho, and any ordinance, rule, or regulation having the force of law that is applicable to this contract.
- e. The term “**notice**,” in the context of notice to the Contractor, shall mean written notice deposited in the United States First-Class mail addressed to Contractor at 2111 East Sherman Avenue, Nampa, Idaho 83686-7391, or to such other address as may appear in an instrument executed by Contractor for that purpose and mailed by United States mail or delivered to School as a change of address. Notice to School means written notice deposited in the United States First-Class mail addressed to the Administrator of the School at 4015 S. Legacy Way, Nampa, Idaho 83686, or other duly authorized agent, or delivered personally to the Administrator of the School or other duly authorized agent. Nothing contained in this contract shall, however, be deemed to preclude or render inoperative the service of any notice, direction, or other communication on Contractor personally, or if Contractor is a corporation, on any officer or director of Contractor.
- f. The term “**specifications**” shall mean the Request for Proposal, Student Transportation Services – LEGACY CHARTER SCHOOL, issued by the School February 17, 2022.
- g. “Base Compensation” shall mean:
 - i. The sum of all payments made to the Contractor based on the rates bid and incorporated into this Agreement for all elapsed Instructional Days and/or days student transportation is provided in the current annual academic calendar; or
 - ii. If no payments have been made to the Contractor in the current annual academic calendar, the sum of all payments that were made to the contractor providing transportation services for Instructional Days and/or days student transportation was provided in the prior annual academic calendar; or
 - iii. If no payments have been made to the Contractor in the current annual academic calendar and no payments for transportation services were made to any contractor in the prior annual academic calendar, the sum of all payments the parties estimate will be made to the Contractor based on the rates bid and incorporated into this Agreement for all Instructional Days in the current annual academic calendar.

- h. "Closure" shall mean when more than fifty percent (50%) of all students enrolled at an educational facility served by Contractor are not physically attending class at the educational facility due to causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God or the public enemy, acts of the federal, state or local government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or mechanical failure of heating, cooling or other environmental systems. Closure includes a "soft closure," which shall mean when students are not physically attending school or class, but instead are attending school remotely, using internet access, video links, or printed materials.
 - i. "Daily Route Rate" shall mean the individual Rates bid by the Contractor or the Base Compensation, plus adjustments divided by:
 - i. The number of days student transportation is provided and/or the elapsed Instructional Days in the current annual academic calendar for which the District has paid the Contractor; or
 - ii. If no payments have been made to the Contractor in the current annual academic calendar, the number of days student transportation was provided and/or the number of Instructional Days in the prior annual academic calendar; or
 - iii. If no payments have been made to the Contractor in the current annual academic calendar and no payments for transportation services were made to any contractor in the prior annual academic calendar, the sum of all payments the parties estimate will be made to the Contractor based on the rates bid and incorporated into this Agreement for all Instructional Days in the current annual academic calendar.
 - j. "Instructional Day" shall mean a day identified on the District's established annual academic calendar as a day when students are present at a facility and student transportation is scheduled to be provided or a day designated by the District as a replacement or "make up" day for a day missed due to a Closure and student transportation is also scheduled to be provided. An Instructional Day shall not include any Saturday, Sunday, or day identified on the District's academic calendar as a day when students are not present at a facility such as a holiday or teacher training day.
 - k. "Consecutive Instructional Days" shall mean adjoining calendar days identified on the District's academic calendar as a day when students are present at a facility and student transportation is scheduled. Consecutive Instructional Days include calendar days interrupted by one or more of the following: a Saturday; a Sunday; and calendar days identified as a holiday, break or teacher training day on the District's academic calendar.
3. Term and Renewal. This Contract shall commence on the April 1, 2022 and expire on March 31, 2027 for a total period five (5) years, unless sooner terminated in accordance with the

provisions of this Contract. The parties may renew this Contract one (1) time for a period not to exceed five (5) years upon a determination by the Board of Trustees of the District, after renegotiation with the Contractor, that the terms of the renewal are satisfactory to the District and the Contractor. Any such renegotiated contract shall be in writing.

4. Scope of Work. The Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications (the "Transportation Services"), and shall do all things necessary or proper for the performance and completion of the work required by this Contract, in the manner and at the times provided in the bid and specifications.
5. Delegation of Authority. The District hereby delegates to the Contractor the necessary authority to supervise and control students on the buses operated by the Contractor while the students are aboard the buses, or the buses are enroute under such rules as are adopted by the District. However, this authorization shall not include the right to administer corporal punishment, nor the right to eject any offender under circumstances that may or are likely to result in injury or danger to the offender. The Contractor shall transport only those students designated by the District.
6. School Closure. The District shall inform the Contractor as soon as reasonably possible of a Closure due to weather, fires, floods, epidemics, quarantine restrictions, mechanical failure of heating, cooling or the environmental systems or other causes beyond the control and without fault or negligence of the Contractor. Upon notice of a Closure, the Contractor shall be paid under the Alternative Payment Schedule set forth under Section 13 of this Contract.
7. Schedule Details. Prior to the start of each school year, the Contractor shall furnish to the District a description of each route, a time schedule, and a list of designated stops to be observed on each route. The District may, at its discretion, make changes in the routes, time schedules, or designated stops and eliminate or consolidate any route to meet changed conditions. However, the District shall make no change to any route, time schedule, or designated stop or elimination or consolidation of any route, except to meet unexpected or emergency conditions, until after the Contractor has been given an opportunity to confer with the District or its authorized representatives with respect to the change, elimination, or consolidation at least thirty (30) days in advance of the change, elimination, or consolidation. The District may make adjustments in the sums to be paid to the Contractor for any increase or decrease in mileage resulting from a change, elimination, or consolidation of routes or additional services for school-sponsored activities, as provided in the specifications. The District may, from time to time, establish policies to be observed by the Contractor in connection with provision of the Student Transportation Services, including starting times, bus stops, discipline on the buses, and any situations that may from time to time arise in the performance of the Contract.
8. Route/Activity Busing Definitions. The following are the definitions of the various routes and related bus services to be provided by Contractor pursuant to this contract. The rates set forth on the Contractor's Bid Form, attached hereto as Exhibit A and incorporated herein by this reference, are for the route/other transportation services as hereinafter specifically described:

a. *Daily Transportation.* The following define daily transportation and other periodic transportation. Regular, special needs and lift bus routes have been submitted on a per-route-per-day basis with a four (4) hour minimum (two (2) hours AM and two (2) hours PM). Time will be measured based on departure from bus facility to arrival back at bus facility for each route, while also allowing adequate time for pre-trip and post-trip inspections. A charge for excess hours and miles will be applicable to each route, which runs in excess of the established base hours and/or miles.

- i. **REGULAR DAILY ROUTE** is defined as transporting a group of students from designated bus stop(s) to school at the beginning of each school day and transporting a group of students from school to designated bus stop(s) at the end of each school day. Bids shall be submitted on a per-route-per-day basis, with a 55-mile-per-day base and a 4.0-hour-per-day base (2.0-hours AM and 2.0-hours PM). In instances where the 4.0-hour-per-day base (2.0-hours AM and 2.0-hours PM) is exceeded the, time will be rounded to the nearest ¼ hour.
- ii. **KINDERGARTEN / MIDDAY ROUTE** is defined as transporting morning kindergarten students from school to designated bus stop(s) each school day and afternoon kindergarten students from designated bus stop(s) to school each school day. Bids shall be submitted on a per-route-per-day basis, with a 35-mile-per-day base and a 2.0-hour-per-day base. In instances where the 2.0-hour-per-day base is exceeded the time will be rounded to the nearest ¼ hour.
- iii. **SPECIAL NEEDS ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students being designated by the School as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall be a qualified C.D.L. driver and have the responsibility for maintaining the discipline, safety and welfare of the passengers of the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 55-miles-per-day and a 4.0-hour-per-day base (2.0-hours AM and 2.0-hours PM). In instances where the 4.0-hour-per-day base (2.0-hours AM and 2.0-hours PM) is exceeded the time will be rounded to the nearest ¼ hour.
- iv. **LIFT ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students who are not ambulatory or who are designated by the School as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Buses shall be equipped with lifts to assist in loading wheelchairs. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver.

The assistant shall be a qualified C.D.L. driver and have the responsibility of assisting in the loading and unloading process and for maintaining the discipline, safety and welfare of the passengers on the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 55-miles-per-day and a 4.0-hour-per-day-base (2.0-hours AM and 2.0-hours PM). In instances where the 4.0-hour-per-day base (2.0-hours AM and 2.0-hours PM) is exceeded the time will be rounded to the nearest ¼ hour.

- v. **STANDY BUSES** are buses to be used for the purposes of providing activity and field trips and replacement in the event of required and/or necessary service. Bid shall be submitted on a per-bus-per-day basis.
- vi. **OTHER TRANSPORTATION SERVICES:** For purposes of the bid process none of the following will include overnight trips. Cost of trips that require an overnight stay will be determined by mutual agreement between district and Contractor before the trip is made.
- vii. **FIELD TRIPS** are defined as transporting students from school to some other location and back for non-competition activities. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round trip rounded up or down to the nearest ½ hour, allowing time for an adequate pre-trip and post-trip inspection.
- viii. **ACTIVITY BUSING** is defined as transporting students from school to some other location for the purpose of competition. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round trip rounded up or down to the nearest ½ hour, allowing time for an adequate pre-trip and post-trip inspection.
- ix. **SHUTTLE BUSING** is defined as transporting students from school to school or from school to site and from site to school. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round trip rounded up or down to the nearest ½ hour, allowing time for an adequate pre-trip and post-trip inspection when necessary.
- x. **ADDITIONAL DRIVER** is defined as a qualified driver or bus assistant.
- xi. **STUDENT SAFETY TRAINING** is defined as providing at-school training on bus rider safety and emergency procedures. Training shall include all students K-5 and be done on a classroom basis. A classroom shall not consist of more than 36 students. Bid shall be as a rate per classroom

9. Responsibility for Students. The Contractor shall be fully responsible for the care and supervision of students while they are being transported. The transportation of a student shall be deemed to have begun when the student prepares to board the school bus, and shall be deemed to have ended when a student has completed alighting from the bus at a reasonably safe place in which to alight in view of the circumstances then prevailing.
10. Compliance with Laws and Regulations. The Contractor and Contractor's drivers shall comply with the laws of the state of Idaho and all applicable rules, policies, or requirements of the Idaho Transportation Department, Idaho Public Utilities Commission, Idaho Department of Education, Idaho Board of Education, the District, and any other state or local unit of government. Furthermore, the Contractor's drivers must submit to a criminal history background check under Idaho Code section 33-130. The Contractor shall not assign a driver to provide transportation under this Contract whose criminal history background check shows the driver has been convicted of a felony crime enumerated in Idaho Code section 33-1208 or a misdemeanor or felony driving offense enumerated in Idaho Code sections 49-1301, -1302, -1401, or -1404 or title 18, chapter 80, Idaho Code.
11. Termination for Fiscal Necessity. The District is a government entity and it is understood and agreed that the District's payments under this Contract shall be paid from local tax revenue, state of Idaho legislative appropriations, funds granted by the federal government, or any combination of these sources. The District's Board of Trustees retains full discretion to allocate tax revenue in the public budget setting process during each budget period covered by this Contract. The Idaho Legislature is under no legal obligation to make appropriations to fulfill this Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the District or the state of Idaho beyond the term of any particular approved District budget, appropriation of funds by the Idaho Legislature, or beyond any federal funds granted to the District, as may exist from time to time. The District reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the District's Board of Trustees neglects, fails, or refuses to approve a budget sufficient for the District to continue payments, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the District to continue such payments, or requires any return or "give-back" of funds required for the District to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the District discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The District shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to Contractor. Further, in the event that funds are no longer available to support this Contract, as described herein, the District shall not be liable for any penalty, expense, loss of profits, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom. At Contractor's request, the District shall promptly provide supplemental documentation as to such termination for fiscal necessity. Nothing in this section shall be construed as ability by the District to terminate for its convenience.

12. Billing, Payment and Verification Procedures:

- a. *Billing and Payment.* On or before the eighth (8th) day of each month of each school year covered by this contract, Contractor shall submit to School a bill that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the fifteenth (15th) day of the month in which the bill is submitted, School agrees to pay Contractor the contract price for those services that it shall find to have been rendered, computed on the basis of the bid submitted by the Contractor to School, adjusted by the terms of the adjustment provisions set forth in Sections 14-15 below, if applicable. Contractor agrees to submit to School a year-end summary for state reimbursement by August 1st of each year for the preceding one-year period.
- b. *Past Due Billings*¹. If payment is not received by the fifteenth (15th) day of the month which follows the month the billing was originally submitted, transportation will cease at the end of the month that the billing became past due.

13. Alternative Payment Schedule.

- a. On or before the eighth (8th) day of each month after which a Closure on an Instructional Day and/or scheduled student transportation day occurs, the Contractor shall submit to the District an invoice, which shall identify the request for payment under this Alternative Payment Schedule and include the date(s) of the Closure. On or before the fifteenth (15th) day of the month in which the invoice is submitted, the District shall pay the Contractor as follows:
 - i. **Short-Term:** If a Closure of more than three (3) days (cumulative) during the school year, but fifteen (15) days or less, occurs, the District shall pay the Contractor fifty percent (50%) of the current Rate Per Day Per Bus/Route per Instructional Day and/or scheduled student transportation days the Contractor does not provide transportation due to the Closure.
 - ii. **Long-Term #1 (Contractor pays full-time staff and other fixed expenses, no pay for drivers):** If a Closure of more than fifteen (15) days (cumulative) during the school year, occurs, the District shall pay the Contractor seventy percent (70%) of the current Rate Per Day Per Bus/Route per Instructional Day and/or scheduled student transportation days the Contractor does not provide transportation due to the Closure.
 - iii. **Long-Term #2 (Contractor pays full-time staff, other fixed expenses and pays drivers):** If a Closure of more than fifteen (15) days (cumulative) during the school year, occurs, the District shall pay the Contractor eighty-five percent (85%) of the current Rate Per Day Per Bus/Route per Instructional Day and/or

¹ Example of timeline for past due billings: March billing - submitted April 8th, April 16th - billing past due, May 1st 30-day notice declaring the School in default, May 15th - amount still past due, transportation will cease if payment not received by May 31st.

scheduled student transportation days the Contractor does not provide transportation due to the Closure.

14. Consumer Price Index (C.P.I.) Adjustment.

- a. *Applicable Annual C.P.I. adjustment* shall be based on the Consumer Price Index as defined by the Federal Government. The C.P.I. to be used will be the "Consumer Price Index for All Urban Consumers: U.S. City Average for All Items (1982-84 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"). In the event the CPI-U is discontinued, the alternate C.P.I. which will be used will be the "Consumer Price Index for All Urban Wage Earners and Clerical Workers: U.S. City Average for All Items (1982-84 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-W"). Further still, in the event both the CPI-U and the CPI-W are discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor will be used for the computation.
- b. *C.P.I. Adjustment Calculation.* The base contract shall be for a term of five (5) years, beginning April 1, 2022. The prices bid by contractor will be used for the operations during the first year of the contract, April 1, 2022 through March 31, 2023. Contractor compensation for the second, third, fourth, and fifth years of the contract, beginning on April 1 of each successive year, shall be based on the percentage of increase (or decrease) in the Consumer Price Index (C.P.I.-U). The "Benchmark Month" for determining the change in the C.P.I.-U shall be February 2022. If the increase (or decrease) in the C.P.I.-U from the Benchmark Month to February 2023 is at least one percent (1%), the rates for the second year of the contract shall be adjusted. See the following "Sample Calculation". This procedure and calculation will be followed to determine the rate charges for the remaining years of the contract.
- c. *C.P.I. Diesel Fuel Price Removal.* In calculating the C.P.I.-U each year, an adjustment to the C.P.I.-U will be made to remove the diesel fuel portion from the C.P.I.-U index before applying the C.P.I.-U to the rates. The calculation will be made according to the recommended methodology by the State of Idaho Department of Education using information from the U.S. Department of Labor, Bureau of Labor Statistics.
- d. *Addition to Annual C.P.I. Adjustment.* In the event that market changes, in regards to labor, specifically school bus drivers, the School and Contractor will have the right to negotiate an increase in addition to the Annual C.P.I. increase, in order to allow the Contractor to provide a competitive pay rate and to continue to provide the appropriate number of qualified school bus drivers.

15. Fuel Price Fluctuation Adjustment

- a. *Base Price.* To protect both the School and Contractor against future changes in fuel prices over which neither School nor Contractor have control, the School will figure a

base price for fuel as of Wednesday, February 16, 2022. The base price of diesel #2 low sulfur is \$3.94. This price does include applicable State and/or Federal taxes. The base price was determined by using the Oil Price Information Service (OPIS) average price for the State of Idaho and confirmed with local supplier.

- b. *Calculation of Adjustment.* Starting April 1, 2022, the Contractor's rates will be adjusted up or down for any difference in the base fuel price above or below the base fuel price. For every incremental fuel price change of at least five cents (\$0.05) above or below the base fuel price, there will be a fuel price adjustment added or subtracted from the route rates in the amount of \$.50 per-route-per-day. Rate adjustments up or down will not be calculated more frequently than once per month.
- c. Contractor will be entitled to the C.P.I. Adjustment (annually) and the Fuel Price Fluctuation Adjustment. The use of one adjustment does not preclude the use of the other adjustment. The C.P.I.-U used will be modified to avoid compounding of the Fuel Price Fluctuation by removing the diesel fuel portion from the C.P.I.-U.

- 16. Mandates by Local, State or Federal Government. It is recognized that governmental mandates, whether local, state or Federal, that were unanticipated and/or did not exist at the time of bidding, that might require additional training, retrofitting of equipment or any other requirements that become necessary to fulfill the terms of the contract, might be adopted and effective during the period of the contract. In the event of a governmental mandate, it will be required that the School and Contractor initiate negotiations as to the cost of the mandate.
- 17. Effect of Changes to School Busing Model. It is understood and agreed by School and Contractor that the bidding by Contractor for this contract was predicated on the student transportation model currently in place for the School. In the event of any changes implemented by School during the term of this contract to the existing student transportation model, including any efforts to address the negative effects of the State of Idaho's student transportation Funding CAP, the parties agree that all rates for the contract will be reviewed and renegotiated by the parties for the remainder of the contract term to take into account the altered School student transportation model or other changes made by the School.
- 18. Record Keeping. The District may audit, in such a manner and at all reasonable times as it deems appropriate, activities of the Contractor arising in the course of its undertakings under this Contract. The Contractor shall maintain books, records, documents, and other evidence of procedures and practices related to the performance of this Contract as required by the District. The District may have access to the Contractor's books, documents, or records used to prepare the billing for Student Transportation Services provided that are directly related to this Contract. Access to records includes the right to review, audit, inspect, and make excerpts and transcriptions. The Contractor shall maintain all books, records, and other documents relevant to this Contract for three (3) years after final payment and any person duly authorized by the District shall have full access to and right to examine any of said materials during this period. If an audit, litigation, or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such actions

are resolved, or until a three (3) year period has passed, whichever is later. For any such audit, if called for by the District, it shall be at the cost and expense of the District, not the Contractor.

19. Inspection. The may inspect any and all buses and their operation by riding as passengers or by other reasonable means.
20. Time of the Essence. Since the Contract concerns a necessary public service, the provisions of the Contract relating to the daily schedule and policies that may be established by the District regarding timing are of the essence to the Contract. Accordingly, the Contractor shall prosecute the work diligently to assure adherence to the schedules.
21. Assignment of Contract. The Contractor agrees not to assign this Contract, or any interest in the Contract, without the prior written approval of the District, which approval shall not unreasonable be withheld.
22. Failure of Operation. In the event that the Contractor fails to operate any route because of the failure of equipment or personnel, Contractor shall adjust the billing for the month the failure occurs. The adjustment will be based on the current rate per bus.
23. Termination for Cause.
 - a. *By District*. In the event the District desires to terminate the contract it shall give the Contractor written notification of that intent on or before January 15, immediately preceding the upcoming school year. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, the School may terminate the contract by giving a second written notice to the Contractor on or before March 15 of the same year.
 - b. *By Contractor*. In the event Contractor desires to terminate this Agreement it shall give School written notification of that intent on or before the January 15 immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, Contractor may terminate the Agreement by giving a second written notice to Contractor on or before March 15 of the same year.
 - c. *Grounds for School to Declare Default*. In addition to other rights, District may have the right to declare Contractor in default if:
 - i. School has given Contractor written notice of default and the default has not been corrected within a period of thirty (30) days after receipt of the notice, by the Contractor. Contractor will also be considered as failing to comply if the Contractor has not commenced the correction within the stated period of time or is not proceeding with due diligence to correct the default.
 - ii. The right to declare the Contractor in default for any of the grounds specified or referred to in this section shall be exercised by sending the Contractor a

notice signed by the chairman or secretary of the District's Board of Trustees, setting forth the ground(s) on which each default is declared

- iii. The right to declare the Contractor in default for any of the grounds specified or referred to in this section shall be exercised by sending the Contractor a notice signed by the chairman or secretary of the District's Board of Trustees, setting forth the ground(s) on which each default is declared.
- iv. After the termination of Contractor's services for a default under this Contract, the District may employ another contractor or contractors to complete the terms of this Contract and hold the Contractor responsible for any extra or added expense, loans, or damages suffered by the District. The rights of the District after termination shall be in addition to any and all other legal or equitable remedies permissible under law.
- v. The Contractor becomes insolvent;
- vi. The Contractor makes an assignment for the benefit of creditors;
- vii. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
- viii. The Contractor fails to perform any schedule when notified to do so by the District;
- ix. The Contractor abandons the work;
- x. The Contractor refuses to proceed with the work when and as directed by the District;
- xi. The Contractor, without just cause, reduces the Contractor's working force to a number that, if maintained, would be insufficient, in the opinion of the District, to carry out the work in accordance with this Contract;
- xii. The Contractor shall sublet, assign, transfer, convey, or otherwise dispose of this Contract other than as specified in this Contract;
- xiii. A receiver or receivers are appointed to take charge of the property or affairs of the Contractor;
- xiv. The District is of the opinion that the Contractor has willfully or in bad faith violated any of the provisions of this Contract;
- xv. The Contractor or Contractor's agents or employees violate any applicable laws;

- xvi. Any vehicles provided by the Contractor are operated in a manner that imperils the safety of the passengers; or
 - xvii. Any vehicles provided by the Contractor are not kept clean or in first-class mechanical condition.
- d. *Grounds for Contractor to Declare Default.* In addition to other rights Contractor may have, Contractor shall have the right to declare School in default if:
- i. School is or becomes insolvent;
 - ii. School makes a general assignment for the benefit of creditors;
 - iii. A voluntary or involuntary petition in bankruptcy is filed by or against School;
 - iv. A receiver or receivers are appointed to take charge of the property of School;
 - v. Contractor is of the opinion that School has willfully or in bad faith violated any of the material provisions of this Agreement;
 - vi. Non-payment by School pursuant to Section 12(b).

24. Exercise of Right to Declare Default

- a. *School.* The right to declare Contractor in default for any of the grounds specified or referred to in Section 22(c) shall be exercised by sending Contractor a notice signed by the Chairman of Board, Secretary of the Board, or School's duly authorized agent setting forth the ground or grounds on which each default is declared.
 - b. *Contractor.* The right to declare School in default for any of the grounds specified or referred to in Section 22(d) shall be exercised by sending School a notice signed by the Contractor personally, or if Contractor is a corporation, by any officer or director of the Contractor, setting forth the ground or grounds on which each default is declared
25. Report of Accident. Any accident involving student transportation shall be reported to the District as soon as possible and not later than *twenty-four (24)* hours from the time of the accident. A detailed written report must be submitted to the District as soon thereafter as possible, but not later than *five (5)* days after the date of the accident.
26. Indemnification. Contractor shall indemnify the District from any loss that it may sustain from any cause arising out of the performance or lack of performance of this Contract by the Contractor.

27. Severability. If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
28. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the state of Idaho. It is the intention of the parties to this contract that all legal provisions of law required to be inserted in this Agreement shall be and are inserted in it. However, if, by mistake or otherwise, some such provision is not inserted in the Agreement, or is not inserted in proper form, then on the application of either party the contract shall be amended so as to strictly comply with the law without prejudice to the rights of either party under the Agreement.² This Agreement shall be governed and interpreted by the laws of the State of Idaho.
29. Unlawful Provisions Deemed Stricken. All unlawful provisions of this contract shall be deemed stricken from the contract and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the contract
30. Notices. Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand or certified mail, return receipt requested, to the other party at the address stated below. Either party may change its address by giving notice of the change in accordance with this section.

To the District:

Legacy Charter School

To the Contractor:

Brown Bus Company

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective representatives duly authorized so to do on the date and year written below.

Legacy Charter School:

By

Its

Date:

Chairman

4-11-22

Brown Bus Company:

By

Its

Date:

Operations Manager

4/8/2022

Attachment: Exhibit A, Bid Form

²Please see, in this regard, Section 4 of this Agreement.

“EXHIBIT A”

SECTION XXXIII

BID FORM:

Rates submitted on the Bid Form are to be used for information purposes by the School in calculating and evaluating the bids submitted and to assist in determining the “Lowest Responsive Responsible Bidder.” **Bid award will not be based on cost alone (see Bid Evaluation Sheet), but on a complete evaluation of the entire bid submitted, as per the Bid Procedures and Specifications.**

The bidder acknowledges that (s)he has read and agrees to all terms and conditions of Bid Procedures and Specifications concerning Legacy Charter School’s Transportation Requirements, including the Bidder Questionnaire and hereby submits the following bid:

Description	Base-Mile / Base-Hour	Rate Per Day / Route	Excess Hours Rate	Excess Miles Rate	Rate Per Hour	Rate Per Mile
Regular	55 / 4.0	295.12	18.37	.72	N/A	N/A
Special Needs	55 / 4.0	366.65	36.74	.72	N/A	N/A
Lift	55 / 4.0	375.12	36.74	.72	N/A	N/A
Field Trip	N/A	N/A	N/A	N/A	32.73	.72
Activity Trip	N/A	N/A	N/A	N/A	32.73	.72
Shuttles	N/A	N/A	N/A	N/A	32.73	.72
Additional Driver	N/A	N/A	N/A	N/A	18.37	N/A
Safety Training	N/A	N/A	N/A	N/A	N/A	N/A
Standby Buses	N/A	N/A	N/A	N/A	N/A	N/A

