VICTORY CHARTER SCHOOL
STUDENT TRANSPORTATION
AGREEMENT

THIS AGREEMENT (sometimes hereinafter "**Agreement**") is entered into on the 28th day of May, 2019, between the Board of Directors of VICTORY CHARTER SCHOOL, 9779 KRIS JENSEN LANE, NAMPA, CANYON COUNTY, IDAHO 83686 (sometimes hereinafter referred to as the "**Board**"), and BROWN BUS COMPANY, 2111 East Sherman Avenue, Nampa, Canyon County, Idaho 83686-7391 (sometimes hereinafter referred to as the "**Contractor**").

RECITALS

The Board is interested in entering into a contract for the purpose of providing adequate transportation services for the school children of VICTORY CHARTER SCHOOL (sometimes hereinafter referred to as the "**School**") in conformity with local policies and legal requirements for a period of five (5) years.

Contractor has bid for the services sought by School, and Contractor's bid has been found by School to be acceptable.

In consideration of the foregoing and for other valuable consideration, School and Contractor hereby mutually agree as follows:

SECTION ONE

SCOPE OF CONTRACT

1.1 The following shall be deemed to be part of the contract memorialized by this Agreement:

a. The advertisement for bids;

b. The Request for Proposal, Student Transportation Services: Bid Procedures and Specifications — VICTORY CHARTER SCHOOL;

c. The bid by Contractor;

d. The bid bond;

e. The notice of award;

f. The provisions contained in this Agreement and recited; and

g. All provisions required by law to be inserted in this Agreement, whether actually inserted or not.[1]

1.2 All of the above taken as a whole shall constitute the contract document; provided, however, that in the event of any inconsistencies between this written Agreement and the provisions of subparagraphs (a) through (f) of paragraph 1.1, above, the provisions of this written Agreement shall control if this Agreement specifically addresses the issue in question.

SECTION TWO

DEFINITIONS

The following words and expressions or pronouns used in substitute therefor shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

a. The term "Board" shall mean the Board of Directors of School or the Board's duly authorized representative.

[1]Please see, in this regard, Section Twenty-Four of this Agreement.

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 9779 KRIS JENSEN LANE, NAMPA, CANYON COUNTY, IDAHO 83686, or other duly authorized agent,[2] or delivered personally to the Administrator of the School or other duly authorized agent.[3] 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 – VICTORY CHARTER SCHOOL, issued by the School April 19, 2019.

SECTION THREE

TERM

3.1 **Initial Term.** This contract shall be effective from August 1, 2019 and shall continue for a total period of five (5) years, to end on July 31, 2024, unless sooner terminated in accordance with the provisions of this Agreement.

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[2] If the School's agent is to be other than the Administrator for any particular notice (see, *e.g.*, Section Twenty-One of this Agreement — Report of Accident), the School must provide Contractor reasonable prior notice of the authorized agent's name, address and telephone number.

[3] *Id.*

3.2 **Additional Term.** Notwithstanding the termination date set forth in paragraph 3.1, above, prior to the end of the initial term, pursuant to Idaho Code § 33-1510, School, at its option, may renegotiate terms satisfactory to the School with Contractor and renew the contract, as amended by the renegotiated provisions, for an additional term not to exceed five (5) years. Any such renegotiated contract shall be in writing and in a form approved by the Idaho State Department of Education.

SECTION FOUR

GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications 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.

SECTION FIVE

DELEGATION OF AUTHORITY

School hereby delegates to Contractor the necessary authority to supervise and control students on the buses operated by Contractor while they are en route under such Board policies and administrative regulations and rules as are adopted by School. 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.

SECTION SIX

DESIGNATION OF STUDENTS

Contractor shall transport only those students designated by School or its duly authorized agents.

SECTION SEVEN

SCHOOL CLOSING

7.1 School agrees to inform Contractor, through duly authorized agents, as soon as reasonably possible when schools are to be closed because of weather or by reason of any other conditions that might arise.

7.2 C. In the event of a school closure due to weather or any other unforeseen circumstance is more than three (3) days in one school year, the Contractor shall bill the School in the regular billing cycle, 50% of the typical daily charge (routes and shuttles) for each day missed after the third day of school closure.

SECTION EIGHT

SCHEDULE DETAILS

8.1 **Scheduling.** A description of each route shall be furnished by Contractor prior to the start of each school year, together with a time schedule and the designated stops to be observed on each route, such routes and schedules having been established prior to the start of the school year by coordinated effort and mutual agreement of School and Contractor. Changes in the routes, time schedules, or designated stops may be made, and any of the routes may be eliminated or consolidated at the discretion of School or its duly authorized agent to meet changed conditions. However, no change, elimination, or consolidation, except to meet unexpected or emergency situations, will be made until after Contractor has been given an opportunity to confer with School 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. Adjustments in the sums to be paid to Contractor will be made for any increase or decrease in mileage resulting from a change, elimination, or consolidation of routes or additional services for secondary or elementary school in the nature of school-sponsored activities, as provided in the specifications. School or its duly authorized agents may, from time to time, establish Board policies and administrative regulations and rules to be observed by Contractor in connection with all details incidental to the operation of the routes, 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.[4]

8.2 **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:

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[4]Rules and regulations in this regard in force at the outset of the contract are agreed by the parties to be *Transportation Rules & Regulations for VICTORY CHARTER SCHOOL* and *Brown Bus Company Bus Rules and Regulations* currently in effect for the 2018-2019 school year.

8.2.1 **Daily Transportation.** The following define daily transportation and other periodic transportation. 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.

a. *Regular Daily Route* is defined as transporting a group of children from designated bus stop(s) to school at the beginning of each school day and transporting a group of children 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 an 80-mile-per-day base and 4.0-hour-per-day base, with time included for pre- and post-trip inspections. In instances where the four (4) hour-per-day base (2.0 hours AM and 2.0 hours PM) is exceeded, time will be rounded to the nearest fifteen (15) minutes.

b. *Special Needs Route* is defined as transporting a child or group of children from designated bus stop(s) to school at the beginning of each school day and transporting a child or group of children from school to designated bus stop(s) at the end of each school day, the said child or group of children being designated by the School as needing special assistance through an Individual Education Plan (IEP) or Contractor policy. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant may be a qualified CDL driver and will 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 80-miles-per-day and a 4.0-hour-per-day base, with time included for pre- and post-trip inspections. In instances where the four (4) hour-per-day base (2.0 hours AM and 2.0 hours PM) is exceeded, time will be rounded to the nearest fifteen (15) minutes.

c. *Lift Route* is defined as transporting a child or group of children from designated bus stop(s) to school at the beginning of each school day and transporting a child or group of children from school to designated bus stop(s) at the end of each school day, the said child or group of children who are not ambulatory or who are designated by the School as needing special assistance through an Individual Education Plan (IEP) 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 may be a qualified CDL driver and will 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 80-miles-per-day and a 4.0-hour-per-day base, with time included for pre- and post-trip inspections. In instances where the four (4) hour-per-day base (2.0 hours AM and 2.0 hours PM) is exceeded, time will be rounded to the nearest fifteen (15) minutes.

e. *Standby 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. Proposals shall be submitted on a per-bus-per-day basis.

8.2.2 **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 School and Contractor before the trip is made.

a. *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, including time for pre- and post-trip inspections, rounded up or down to the nearest fifteen (15) minutes.[5]

b. *Activity Busing* are defined as transporting students from school to some other location and back for non-competition activities. Bids 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, including time for pre- and post-trip inspections, rounded up or down to the nearest fifteen (15) minutes.[6]

c. *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, including time for pre- and post-trip inspections, rounded up or down to the nearest fifteen (15) minutes.

d. *Additional Driver* is defined as a qualified driver or bus assistant.

e. *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 thirty-six (36) students. Bid shall be as a rate per classroom. Safety training shall be completed twice per year in accordance to National Highway Safety Program Guideline 17 as referenced in SISBO.

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[5] Consistent with the introductory paragraph of this Section 8.2.2, there may be an additional *Overnight Charge* for transportation of students on extended trips where the driver is either required by state or Federal law to go off duty for a period of eight hours or the length of the trip necessitates the driver's staying overnight.

[6] *Id.*

SECTION NINE

RESPONSIBILITY FOR STUDENTS

Contractor shall be fully responsible for the care and supervision of students during their period of transportation. 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 the student's designated bus stop or, in the event the bus driver deems the student's designated bus stop unsafe, a reasonably safe place in which to alight in view of the circumstances then prevailing.

SECTION TEN

COMPLIANCE WITH LAWS AND REGULATIONS

10.1 **Contractor Compliance with Governmental Authority.** Contractor and Contractor's drivers are required to comply with all Federal laws, the laws of Idaho, and all regulations or requirements of the State Motor Vehicle Department, Public Utilities Commission, and the State of Idaho and the local Board or any of them. Furthermore, all school bus drivers employed by Contractor must submit to a criminal history background check pursuant to Idaho Code § 33-130.

10.2 **Agreement is Subject to Governmental Appropriations.** It is understood and agreed that School is a governmental entity and this Agreement shall in no way or manner be construed so as to bind or obligate the School or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or Congress fails, neglects or refuses to appropriate such funds as may be designated by and enable the School to continue the payment herein, this Agreement shall automatically be terminated and all future rights and liabilities of the parties hereto shall thereupon cease.

SECTION ELEVEN

PAYMENT

11.1 **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 paragraphs 11.2 through 11.5, 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*[7]*.* 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.

c. *Verification.* School has the right to inspect Contractor's records at any reasonable time during Contractor's regular business hours to verify the accuracy of the information and data used to compile and calculate the billing. This right may include an annual audit within the scope of this Agreement; provided, however, that any such audit, if called for by School, shall be at the cost and expense of School, not Contractor.

d. *School Closure*. C. In the event of a school closure due to weather or any other unforeseen circumstance is more than three (3) days in one school year, the Contractor shall bill the School in the regular billing cycle, 50% of the typical daily charge (routes and shuttles) for each day missed after the third day of school closure.

11.2 **Consumer Price Index (C.P.I.) Adjustment.**

a. *Applicable C.P.I.* The annual CPI adjustment shall be based on the Consumer Price Index as defined by the Federal Government. The CPI to be used will be the "Consumer Price Index for All Urban Consumers: US 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

[7] Example of time line 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.

Labor ("CPI-U"). In the event the CPI-U is discontinued, the alternate CPI to be used will be the "Consumer Price Index for All Urban Wage Earners and Clerical Workers: US 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 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 August 1, 2019. The prices bid by contractor will be used for the operations during the first year of the contract, August 1, 2019 through July 31, 2020. Contractor compensation for the second, third, fourth, and fifth years of the contract, beginning on August 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 July 2019. If the increase (or decrease) in the C.P.I.-U from the Benchmark Month to July 2020 is at least one percent (1%), the rates for the second year of the contract shall be adjusted. The increase (or decrease) calculation is cumulative over the entire contract period. See the "Sample Calculation". This procedure and calculation will be followed to determine the rate charges for the remaining years of the contract.[8]

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.

[8] A sample calculation under this approach is as follows: If the CPI-U for June 2020 is 169.2 and the CPI-U for June 2021 is 170.3, there would be no adjustment for the second year of the contract (2020-2021), because the increase in the CPI-U was less than 1% [(170.3 - 169.2) ÷ 169.2 = 0.650%]. If, however, by June of 2020. the CPI-U was 173.1, the bid rates would be increased for the third year of the contract (2021-2022) by 2.305% [(173.1 - 169.2) ÷ 169.2 = 2.305%].

11.3.1 **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 Thursday April, 4, 2019. The base price of diesel #2 low sulfur is $2.86 This price does include applicable State and/or Federal taxes and fees. 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.* b. Starting August 1, 2019, 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 $0.50 per-route-per-day. Rate adjustments up or down will not be calculated more frequently than once per month. This adjustment is independent of the C.P.I. Adjustment of paragraph 11.2, above.

c. Contractor will be entitled to the CPI Adjustment (annually) and the Fuel Price Fluctuation Adjustment. The use of one adjustment will 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.

11.4 **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.

11.5 **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.

SECTION TWELVE

INSPECTION

School reserves the right for its members or duly authorized agents to inspect any and all buses and their operation by riding as passengers or by other reasonable means.

SECTION THIRTEEN

TIME OF THE ESSENCE

Since the contract concerns a necessary public service, the provisions of the contract relating to the daily schedule and regulations that may be promulgated by School are of the essence of the contract. Accordingly, Contractor shall prosecute the work diligently to assure adherence to the schedules.

SECTION FOURTEEN

ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this contract, or any interest in the contract, without the prior approval in writing of School, which approval shall not unreasonably be withheld.

SECTION FIFTEEN

FAILURE OF OPERATION

Except as otherwise specifically provided herein, in the event that Contractor fails to operate any route because of the failure of equipment or personnel, the amount of payment for the route may be deducted from the following month's payment at the then-current rate.

SECTION SIXTEEN

CONTRACT TERMINATION AND RIGHT TO DECLARE DEFAULT

16.1 **Termination Without Cause.**

a. *By School.* In the event the School 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.

16.2 **Grounds for School to Declare Default.** In addition to other rights School may have, School shall have the right to declare Contractor in default if:

a. 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.

b. Contractor is or becomes insolvent;

c. Contractor makes a general assignment for the benefit of creditors;

d. Contractor repeatedly refuses or fails to perform and/or supply enough properly qualified drivers and/or buses to fulfill the school bus transportation service required under this agreement.

e. Contractor regularly fails to comply with School transportation policies.

f. Contractor willfully disregards laws, ordinances, governmental rules, regulations, or repeatedly disregards the instructions of the School, which are applicable to the agreement.

g. A voluntary or involuntary petition in bankruptcy is filed by or against

Contractor;

h. Contractor fails to perform any bus route schedule when notified to do so by School;

i. Contractor abandons the work required under this Agreement;

j. Contractor sublets, assigns, transfers, conveys, or otherwise disposes of this contract other than as specified in this Agreement;

k. A receiver or receivers are appointed to take charge of the property of Contractor;

l. Any applicable laws relating to Contractor's providing of services under this Agreement have been knowingly and repeatedly[9] violated by Contractor or Contractor's agents, servants or employees;

m. Any vehicles provided by Contractor are repeatedly[10] operated in a manner that imperils the safety of passengers; or

n. Any vehicles provided by Contractor are repeatedly[11] not kept reasonably clean or in reasonable mechanical condition.

16.3 **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:

a. School is or becomes insolvent;

b. School makes a general assignment for the benefit of creditors;

c. A voluntary or involuntary petition in bankruptcy is filed by or against School;

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[9] "Repeatedly" means more than just one isolated incident.

[10] *Id.*

[11] *Id.*

d. A receiver or receivers are appointed to take charge of the property of School;

e. Contractor is of the opinion that School has willfully or in bad faith violated any of the material provisions of this Agreement;

f. Non-payment by School pursuant to Section 11.1 (b).

16.4 **Notice, Hearing and Opportunity to Cure.** Before School shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to be heard, upon thirty (30) days' written notice which shall include the specific alleged ground(s) for the default, at which hearing Contractor may, at Contractor's expense, have a stenographer present; provided, however, that a copy of the stenographic notes, if any, shall be furnished to School upon request. Contractor shall not be ultimately determined to be in default under this Agreement if Contractor cures the alleged default(s) within the 30-day period after written notice of hearing on the alleged default(s) has been provided to Contractor.

16.5 **Interruption of Service.** In the event Contractor fails to provide the student transportation as provided for in this Agreement due to strike, work stoppage due to labor dispute, act of God, civil disturbance, fire, riot, war, governmental action, or any other condition or cause beyond Contractor's control, no penalty shall be assessed to Contractor by School and School shall excuse Contractor from performance under this Agreement. Should Contractor for any reason fail to provide student transportation as provided for in this Agreement, School may use Contractor's buses to transport and/or cause the students to be transported by any available means until Contractor is able to resume its regular operation. In the event School exercises the option of the immediately preceding sentence, it shall pay Contractor the same amount specified in the rate schedule applicable for that year, less all expenses and costs incurred by School in securing the services of such operating personnel.

SECTION SEVENTEEN

EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

17.1 **School.** The right to declare Contractor in default for any of the grounds specified or referred to in Section 16.2 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.

17.2 **Contractor.** The right to declare School in default for any of the grounds specified or referred to in Section 16.3 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.

SECTION EIGHTEEN

SCHOOL'S RIGHTS AFTER TERMINATION

After the termination of Contractor's services for a default under this contract, School may employ another contractor or contractors to complete the terms of this contract and hold Contractor responsible for any extra or added expense or damages suffered by School.

SECTION NINETEEN

OTHER REMEDIES

The contractual provisions outlined in this contract as to the rights of School after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

SECTION TWENTY

INDEMNIFICATION

Contractor shall indemnify School, from any loss that it may sustain from any cause arising out of the performance or lack of performance of this contract by Contractor. Likewise, School shall indemnify Contractor with respect to any loss that Contractor may sustain from any cause arising out of the performance or lack of performance of this contract by School.

SECTION TWENTY-ONE

REPORT OF ACCIDENT

Contractor agrees to notify the School's Administrator or duly authorized agent(s) of whom

Contractor has been provided reasonable prior notice of name(s) and telephone number(s) by the School, by telephone of any vehicle accident involving a school bus while operating for the School. Contractor agrees to send, within twenty-four (24) hours of each reportable accident, a written report to the School describing all material details of such accident. All accident reports shall be completed and filed by Contractor in accordance with state laws and regulations and any additional requirements of the Idaho State Department of Education.

SECTION TWENTY-TWO

TITLES OF PARAGRAPHS

The various titles to the paragraphs in this Agreement are used solely for convenience and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this Agreement.

SECTION TWENTY-THREE

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.

SECTION TWENTY-FOUR

APPLICABLE LAW

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.[12] This Agreement shall be governed and interpreted by

[12]Please see, in this regard, paragraph 1.1(h) of this Agreement.

the laws of the State of Idaho.

[*The signature page follows.*]

IN WITNESS WHEREOF, the Board of Directors of VICTORY CHARTER SCHOOL, Canyon County, Idaho, acting by Leslie Mauldin its Chairman, duly authorized, and BROWN BUS COMPANY, as Contractor, acting through its duly authorized representative, Brent Carpenter, Operations Manager, have set their signatures, the day and year first above written.

VICTORY CHARTER SCHOOL

By [redacted]
Its Board Chairman

"School"

BROWN BUS COMPANY

By [redacted]
Its Operations Manager

"Contractor"

Attachment: Exhibit A, Proposal Form

"Exhibit A"

SECTION XXXII

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 the Victory 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-Elem./Second.	80 / 4.0	302.25	17.32	.92	N/A	N/A
Special Needs	80 / 4.0	385.00	34.64	.92	N/A	N/A
Lift Bus	80 / 4.0	392.50	34.64	.92	N/A	N/A
Field Trip	N/A	N/A	N/A	N/A	30.87	.69
Activity Trip	N/A	N/A	N/A	N/A	30.87	.69
Shuttles	N/A	N/A	N/A	N/A	30.87	.69
Additional Driver	N/A	N/A	N/A	N/A	17.32	N/A
Student 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

[redacted]

SIGNATURE OF BIDDER