CONTRACT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN *VICTORY CHARTER SCHOOL* AND *Brown Bus Company*

This Contract for Transportation Services (the "Contract") is entered into on *August 1, 2024* (the "Effective Date") between the *VICTORY CHARTER SCHOOL, Canyon* County, Idaho, (the "Charter"), and *Brown Bus Company* of *2111 E. Sherman Ave., Nampa, Canyon County*, Idaho (the "Contractor").

RECITALS

A. Under Idaho Code section 33-1510(2), the Charter in 2019 advertised and bid the transportation services provided under this Contract for a period of five (5) years, and the Contractor was the lowest responsible bidder meeting the specifications.

B. The Charter and Contractor desire to continue to provide for the transportation of students in the Charter to and from school as set forth in this Contract.

AGREEMENT

NOW THERFORE, 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 incorporated by reference into this Contract as if set forth in full: 1. the 2019 advertisement for bids; 2. the 2019 Request for Proposal, Student Transportation Services; 3. the 2019 bid by Contractor; 4. The 2019 notice of award; 5. the provisions contained in this 2024 Agreement and recited 6. All provisions required by law to be inserted in this 2024 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 this Agreement and the provisions of subparagraph (a), above, the provisions of this written Agreement shall control if this Agreement specifically addresses the in 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 Charter 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 paragraph one (1) of this Contract, 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 Charter as a change of address. Notice to Charter means written notice deposited in the United States First-Class mail addressed to the Administrator of the Charter at PO BOX 86, DEARY, ID 83823, or other duly authorized agent, or delivered personally to the Administrator of the Charter 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 — *VICTORY CHARTER SCHOOL*, issued by the Charter April 19, 2019.

g. "Base Compensation" shall mean:

   i. The sum of all payments made to the Contractor pursuant to section 16 of this Contract for all elapsed Instructional Days 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 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 pursuant to section 16 of this Contract 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 provided by Contractor and agreed to by the Charter 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 Charter has paid the Contractor; or

   ii. If no payments have been made to the Contractor in the current annual academic calendar, 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 Charter'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 Charter 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 Charter 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 Charter's academic calendar as a day when students are present at a facility. 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 Charters Charter academic calendar.

3. Term and Renewal. This Contract shall commence on August 1, 2024 and expire on *June 30, 2026* for a total period of *one* (1) year(s), unless sooner terminated in accordance with the provisions of this Contract. Pursuant to Idaho Code § 33-1510, the parties have agreed to renew this Contract one (1) time for a period not to exceed five (5) years upon a determination by the Board of Directors of the Charter, after renegotiation with the Contractor, that the terms of the renewal are satisfactory to the Charter.

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. Contractor Personnel.
    a. Contractor agrees to make a good faith effort to supply a primary driver to each route bus. Due to the periodic challenges with labor, if the Contractor is unable to secure a driver for any route, the route in coordination with the Charter may be suspended until a driver can be hired and trained. In the event that a route is suspended, the responsibility is that of the schools to notify families of the route suspension.
        i. Due to the vested interest in securing drivers, the school commits to providing assistance in the recruiting of drivers (i.e. allowing banners to be displayed on school property, recruiting notes/ads in newsletters, school emails and social media, dual roles of current school staff, etc.).

6. Interruption of Service (Force Majeure). In the event Contractor fails or is unable 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, pandemic, governmental action, closure or any other condition or cause beyond Contractor's control, no penalty shall be assessed to Contractor by Charter and Charter shall excuse Contractor from performance under this Agreement. Should Contractor for any reason fail to provide student transportation as provided for in this Agreement, Charter 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 Charter 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 Charter in securing the services of such operating personnel.

7. Delegation of Authority. The Charter 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 Charter. 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 Charter.

8. School Closure. The Charter 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 22 of this Contract.

9. Schedule Details. Prior to the start of each school year, the Contractor shall furnish to the Charter a description of each route, a time schedule, and a list of designated stops to be observed on each route. The Contractor 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 Contractor shall make no material changes 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 conferred with the Charter 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 monthly Student Transportation invoice will reflect the change, elimination, or consolidation of routes or additional services for school-sponsored activities, as provided in the specifications. The Charter may, from time to time, establish policies to be observed by the Contractor in connection with provision of the 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.

10. 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. 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 an 80-mile-per-day base and a 4.0-hour-per-day base, which includes time for pre-trip and post-trip inspections. In instances where the 4.0-hour-per-day base is exceeded (2.0 hours AM and 2.0 hours PM), time will be rounded to the nearest ¼ hour.

        ii. *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 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, which includes time for pre-trip and post-

trip inspections. In instances where the 4.0-hour-per-day base (2.0 hours AM and 2.0 hours PM) is exceeded, time will be rounded to the nearest ¼ hour.

iii. *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 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, which includes time for pre-trip and post-trip inspections. In instances where the 4.0-hour-per-day base is exceeded (2.0 hours AM and 2.0 hours PM), time will be rounded to the nearest ¼ hour.

iv. *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. Bid shall be submitted on a per-bus-per-day basis.

b. **Other Transportation Services.** For purposes of the bid process none of the following are assumed to include overnight trips. Cost of trips that require an overnight stay shall be separately determined by mutual agreement between Charter and Contractor before the trip is made.

i. *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 ¼ hour, allowing time for an adequate pre-trip and post-trip inspection.

ii. *Activity Busing* is defined as transporting students from school to some other location for the purposes 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 ¼ hour, allowing time for an adequate pre-trip and post-trip inspection.

iii. *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 ¼ hour, allowing time for an adequate pre-trip and post-trip inspection when necessary.

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

v. *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. Safety training shall be completed twice per year in accordance to National Highway Safety Program Guideline 17 as referenced in SISBO.

11. 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 begins 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.

12. 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 Charter, 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.

13. Termination for Fiscal Necessity. The Charter is a governmental entity, and it is understood and agreed that the Charter'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 Charter's Board of Directors 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 Charter or the state of Idaho beyond the term of any particular approved Charter budget, appropriation of funds by the Idaho Legislature, or beyond any federal funds granted to the Charter, as may exist from time to time. The Charter reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Charter's Board of Directors neglects, fails, or refuses to approve a budget sufficient for the Charter to continue payments, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Charter to continue such payments, or requires any return or "give-back" of funds required for the Charter 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 Charter discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The Charter shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

14. Termination Without Cause – By Charter. In the event Charter desires to terminate this Contract it shall give Contractor written notification of that intent on or before the March 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, Charter may terminate the Agreement by giving a second written notice to Contractor on or before April 15 of the same year. All affected future rights and liabilities of the parties shall thereupon cease at the end of the annual academic calendar year. Further, in the event that funds are no longer available to support this Contract, as described herein, the Charter 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 Charter shall promptly provide supplemental documentation as to such termination for fiscal necessity. Nothing in this section shall be construed as ability by the Charter to terminate for its convenience.

15. Termination Without Cause – By Contractor. In the event Contractor desires to terminate this Agreement it shall give Charter written notification of that intent on or before the March 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 April 15 of the same year.

16. Payment Schedule. On or before the *8th* day of each month of the Charter's annual academic calendar covered by this Contract, the Contractor shall submit to the Charter an invoice that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the last business day of the month in which the invoice is submitted, the Charter shall pay the Contractor the contract price for those services that it shall find to have been rendered, computed the basis of the bid submitted by the Contractor to Charter, adjusted by the terms of the adjustment provisions set forth in paragraphs 17 through 20, below, if applicable. Contractor agrees to submit to Charter a year-end summary for state reimbursement by August 1st of each year for the preceding one-year period.

17. Past Due Billings. If payment is not received by the last business 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.

18. Consumer Price Index (C.P.I.) Adjustment.
    a. *Applicable C.P.I.* The 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. *Annual Rate Adjustment*. The base contract shall be for a term of two (2) years, beginning August 1, 2024. The prices provided by Contractor will be used for the operations during the first year of the contract, August 1, 2024 through June 30, 2025. In the event that the contract is for a period beyond one (1) year, Contractor compensation for the second, third, fourth, and fifth years of the contract, beginning on July 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 **May** 2024. If the increase (or decrease) in the C.P.I.-U from the Benchmark Month to May 2025 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, compounding over the entire contract period. 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, regarding 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.

19. 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 Charter 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.* Starting July 1, 2023, the Contractors 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. This adjustment is independent of the C.P.I. Adjustment of paragraph 18b, above.

c. Contractor will be entitled to the C.P.I.-U Adjustment 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.

20. 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 Charter and Contractor initiate negotiations as to the cost of the mandate.

21. Effect of Changes to Charter Busing Model. It is understood and agreed by Charter and Contractor that the bidding by Contractor for this contract was predicated on the student transportation model represented in the RFP. In the event of any changes implemented by Charter during the term of this contract to the existing student transportation model, 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 Charter student transportation model.

22. Alternative Payment Schedule.

a. On or before the *8th* day of each month after which a Closure on an Instructional Day occurs, the Contractor shall submit to the Charter 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 last business day of the month in which the invoice is submitted, the Charter shall pay the Contractor as follows:

i. **Short-Term:** If a Closure of more than three (3) cumulative Instructional Days, but less than fifteen (15) days in an annual academic calendar occurs, the Charter shall pay the Contractor *fifty* percent (*50* %) of the Daily Rate per route per Instructional Day the Contractor does not provide transportation due to a Closure.

ii. **Long-Term #1:** If a Closure of fifteen (15) or more cumulative Instructional Days occurs, the Charter shall pay the Contractor sixty percent (70%) of the

Daily Rate per route per Instructional Day the Contractor does not provide transportation due to a Closure.

iii. **Long-Term #2:** In the event of a Closure of fifteen (15) or more cumulative Instructional Days, based on the cause of the Closure and available state funding, the Contractor and the Charter may negotiate a percentage greater than sixty percent (85%) of the Daily Rate per route per Instructional Day the Contractor does not provide transportation due to the Closure.

23. Record Keeping. The Charter may audit, in such a manner and at all reasonable times as it deems appropriate, all 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 accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract as required by the Charter. The Charter shall have access to any of the Contractor's books, documents, or records that are directly related to preparation of the student transportation billing for 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 Charter 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.

24. Inspection. The Charter may inspect any and all buses and their operation by riding as passengers or by other reasonable means.

25. 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 Charter regarding timing are of the essence to the Contract. Accordingly, the Contractor shall prosecute the work diligently to assure adherence to the schedules.

26. Assignment of Contract. The Contractor agrees not to assign this Contract, or any interest in the Contract, without the prior written approval of the Charter. Assignment approval will not be unreasonably withheld.

27. Failure of Operation. In the event that the Contractor fails to operate any route because of the failure of equipment, the Contractor will be prevented from invoicing the Charter the days or portion of the route that the Contractor failed to operate.

28. Grounds for Charter to Declare Default and Terminate Contract for Cause.

    a. The Charter shall have the right to declare the Contractor in default if:

        i. The Contractor becomes insolvent;

ii. The Contractor makes an assignment for the benefit of creditors;

iii. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;

iv. The Contractor fails to perform any schedule when notified to do so by the Charter;

v. The Contractor abandons the work;

vi. The Contractor refuses to proceed with the work when and as directed by the Charter;

vii. 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 Charter, to carry out the work in accordance with this Contract;

viii. The Contractor sublets, assigns, transfer, conveys, or otherwise disposes of this Contract other than as specified in this Contract;

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

x. The Charter is of the opinion that the Contractor has willfully or in bad faith violated any of the provisions of this Contract;

xi. The Contractor or Contractor's agents or employees violate any applicable laws;

xii. Any vehicles provided by the Contractor are operated in a manner that imperils the safety of the passengers; or

xiii. Any vehicles provided by the Contractor are not kept clean or in first-class mechanical condition.

b. Before the Charter shall exercise its right to declare the Contractor in default, it shall give the Contractor an opportunity to be heard, on *thirty* (30) days' notice. At such hearing, the Contractor may at the Contractor's expense, have a stenographer present; provided, however, that a copy of the stenographic notes, if any, shall be furnished to the Charter.

c. 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, secretary of the Charter's Board of Directors or designee, setting forth the ground(s) on which each default is declared.

d. If the Charter, after giving the Contractor notice and an opportunity to be heard, exercises its right to declare the Contractor in default, the Charter may terminate the Contractor's services.

e. After the termination of Contractor's services for a default under this Contract, the Charter 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 Charter. The rights of the Charter after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

29. Grounds for Contractor to Declare Charter in Default and Terminate Contract for Cause.

    a. The Contractor shall have the right to declare the Charter in default if

        i. Charter is or becomes insolvent;

        ii. Charter makes a general assignment for the benefit of creditors;

        iii. A voluntary or involuntary petition in bankruptcy is filed by or against Charter;

        iv. A receiver or receivers are appointed to take charge of the property of Charter;

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

        vi. Non-payment by Charter pursuant to paragraph 13.

30. Report of Accident. Any accident involving student transportation shall be reported to the Charter 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 Charter as soon thereafter as possible, but not later than *ten* (*10*) days after the date of the accident.

31. Indemnification. Contractor shall indemnify the Charter 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.

32. 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.

33. 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.

34. 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.

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

VICTORY CHARTER SCHOOL	*Brown Bus Company*:
B [redacted]	
Its Co-Administrator	Its Regional Operations Manager
Date: 09/24/2024	Date: 9/19/2024

Attachment: Exhibit A, Bid Form

EXHIBIT "A"

BID FORM:

Rates provided below will be used as the Base Daily Route Rates.

The Contractor acknowledges that (s)he has read and continues to agree to all terms and conditions of Bid Procedures and Specifications concerning *VICTORY CHARTER SCHOOL* Transportation Requirements, including the Bidder Questionnaire and hereby submits the following Base Daily Route Rates:

Description	Base-Mile / Base-Hour	Rate Per Day / Route	Excess Hours Rate	Excess Miles Rate	Rate Per Hour	Rate Per Mile
Regular – Elem/Sec	80 /4.0	415.54	26.50	1.27	N/A	N/A
Special Needs/Pre School	80 / 4.0	529.31	53.00	1.27	N/A	N/A
Lift	80 / 4.0	539.62	53.00	1.27	N/A	N/A
**Field Trip/Activity Trip	N/A	N/A	N/A	N/A	45.00	1.00
**Shuttles	N/A	N/A	N/A	N/A	45.00	1.00
Additional Driver	N/A	N/A	N/A	N/A	26.50	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

[redacted]

SIGNATURE OF BIDDER