



## D.C. Everest Area School District

6300 Alderson Street  
Weston, WI 54476  
Phone 715-359-4221

**Mr. Jack E. Stoskopf, Jr.**  
Assistant Superintendent  
Business/Personnel Services

### MISSION STATEMENT

D.C. Everest Area School District, in partnership with the community, is committed to being an innovative educational leader in developing knowledgeable, productive, caring, creative, responsible individuals prepared to meet the challenges of an ever-changing global society.

---

**TO:** Dr. Kristine Gilmore, Superintendent

**FROM:** Jack E. Stoskopf, Jr., Assistant Superintendent for Business/Personnel Services

**RE:** Transportation Contract Approval

**DATE:** May 19, 2011

---

In an effort to reduce the 2011-2012 budget in all areas, the district engaged in contract extension talks with our current carrier, First Student.

Executives from the company traveled to visit with us on two occasions in an effort to work in assisting with finding ways to reduce our transportation costs.

#### **Process:**

- Initial meeting to explain our financial situation and ask for a comprehensive review of our contract in an effort to reduce costs took place in February.
- Third party in-depth examination of our transportation routing and practices was completed (at no charge to the district) during the month of March. The report showed high levels of efficiency in practices and routing.
- A second negotiations meeting recently took place that resulted in a significant reduction in transportation costs beginning with the 2011-2012 school year.
- Final language negotiations and adjustments were agreed upon.

We are currently in the 4<sup>th</sup> year of a five year contract. By re-signing now, we would get reduced rates. In order to do this we would be extending our contract for an additional five years (one year early).

This memo provides the board with the final contract for approval. Substantive language adjustments include a change to a per route charge instead of a per student charge. Additionally, we required an increase in some insurance coverage limits and areas of coverage to better protect the district and students. The financial information reviewed in April has not changed.

Total district level savings is up to \$171,728 plus building level savings for field trips and athletic travel.

Administration asks for your approval of renewing our transportation contract with First Student for five years beginning with the 2011-2012 school year. There terms of the contract are attached.

# STUDENT TRANSPORTATION CONTRACT

This contract, made the \_\_\_\_\_, 2011, by and between the SCHOOL BOARD OF THE D.C. EVEREST SCHOOL DISTRICT with principal offices at \_\_\_\_\_ (hereafter referred to as the "**Board**") , and FIRST STUDENT, INC.(hereinafter referred to as the "**Company**") with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202 and local business offices for purposes of this Agreement located at \_\_\_\_\_.

## WITNESSETH

WHEREAS, the Board has heretofore contracted with Company for provision of student transportation services; and

WHEREAS, the Company and the Board are proposing a new five year contract; and

WHEREAS, after consideration of past performance;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual terms, condition and covenants herein contained, the parties hereto agree as follows:

### 1. General Agreement

#### (a) Retention.

Board hereby retains Company, to provide student transportation services for children attending public and private schools within the district, and at Board approved private schools and special education classrooms located outside the school district. Such student transportation shall be in compliance with days of operation and any other requirement as designated by the Board with buses of sufficient capacity to legally accommodate the number of passengers.

#### (b) Performance.

Company agrees and affirms that it, or its duly qualified agent, will provide student transportation service in accordance with the terms of this Contract and the laws of the State of Wisconsin and that it will utilize transportation vehicles which meet the specifications, rules and regulations of the Motor Vehicle Department and/or the State Superintendent of Schools and/or the Board. The Company shall make use of computerized routing, etc. to ensure efficiency.

#### (c) Reservations.

The Board retains and reserves the option to transport students in district owned or controlled vehicles to and from school related activities and functions, including, transportation to work study employment sites, curricular activities, workshops, and athletic events. The Board shall have full discretion in deciding whether students shall be transported in its vehicles or in Company vehicles. The Board retains and reserves the

option to issue "Parent Contracts" or private contracts to meet extenuating circumstances.

## **2. General Provisions**

### **(a) Drivers.**

(1) Company is an independent contractor and its employees, while engaged in performance of their duties, are not, and shall not become employees or agents of the Board. Company shall be responsible for the supervision of all drivers. The District has the right to require the Company to replace any driver whose conduct and/or performance it believes is inappropriate. Any request by District to remove one of contractor's employees from service under the contract must be in writing, state the reasons for the request.

(2) Company shall require every bus driver employed in the performance of this Contract to take a physical examination, including a tuberculin test, or chest X-ray if the driver is a positive reactor, pursuant to the provisions of Section 121.52 of the Wisconsin Statutes and written Board policy, no sooner than ninety (90) days prior to the issuance of a new or renewed Commercial Driver's License (C.D.L.) school bus driver's license. The report of said examination is to be kept on file with the Company and made available to the Board. Physical examination of replacement drivers will also be kept on file with the Company prior to such drivers beginning their duties. Said report of physical examination shall be submitted on forms prescribed by the Motor Vehicle Department. A physical examination report obtained for the other purposes within one year of the date of the beginning of a contract year may be submitted in lieu of the examination if such report contains substantially the same information. The Board shall not incur any cost in the Company providing health examinations, including X-ray or tuberculin tests, to the Company's employees.

(3) The Company shall sponsor annual comprehensive drivers training program and require all drivers to participate. Company agrees to develop additional programs, as needed, and continue improving driver training. Company agrees to provide the Board with information about its driver training programs and first aid training including a description of the Company's Defensive Driver Training Course and Safe Driver Award Program. The company program shall be equal to or better than that of National Safety Council.

(4) Starting drivers shall have at least three (3) years driving experience subject to exceptions approved by the Board.

(5) All drivers must be licensed pursuant to Wisconsin State Statues.

(6) The Company shall have a driver's abstract record on file for each driver and be accessible to the Board. Criminal background checks shall also be performed with copies kept on file and accessible to the Board. These records shall be secured and reviewed at least annually.

(7) Whenever school district employees operate vehicles owned by the Company they must comply with the conditions of this Contract as if employees of the Company.

(8) The Company shall maintain a comprehensive program of drug and alcohol awareness, and shall require drug testing prior to hiring, renewal, and with reasonable

suspicion. The Company may conduct random drug and alcohol tests of drivers and driver helpers.

**(b) Insurance.**

The contractor shall purchase and maintain for the benefit and protection of District and its citizens, school bus liability and general liability insurance naming the District as an additional insured, including bodily injury, property damage, and medical payments. The contractor's insurance shall comply with and contractor agrees to purchase and pay the premiums for the compulsory insurance on school buses as required by Wis. Stats. §121.53.

Liability policies carried by contractor shall always be endorsed to notify District at least 30 days prior to contractor's liability policies being cancelled or non-renewed.

The liability insurance policies to which the District has been added as an additional insured for claims arising under the Agreement shall be primary and be the first policies to respond on the District's behalf without regard to any other insurance. Insurance carried by the District shall be excess of any coverage afforded to it as the result of its additional insured status on contractor's liability policies.

The minimum required coverage is:

General Liability

General Aggregate	\$10,000,000
Products - Comp OP Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Fire Damage	\$1,000,000
Medical Expense per Person	\$50,000

Automobile Liability

Combined Single Limit	\$10,000,000
Medical Expense per Person	\$10,000

Uninsured Motorists Coverage

Combined Single Limit	\$5,000,000
-----------------------	-------------

Underinsured Motorists Coverage

Combined Single Limit	\$5,000,000
-----------------------	-------------

Workers' Compensation

Part A – Statutory coverage for Wisconsin

Part B – Employers' Liability limits of no less than \$100,000 for Bodily Injury by Accident, each accident; \$500,000 by Disease, policy limit; and \$100,000 by Disease, each employee

Part C – Other States Insurance – all states except ND, OH, WA, and WY

The above liability limit requirements may be met by a combination of contractor's primary and excess/umbrella liability policies, so long as the terms and conditions of such excess or umbrella policy (ies) are at least as broad as the primary general and automobile liability policies.

All such insurance shall be issued by an insurance contractor currently, and in the immediately preceding 12 months, rated at least A-, financial security size X by A.M. Best. If contractor's insurance carrier's A.M. Best's rating falls below these minimum requirements, contractor shall immediately notify District, and District, in its sole discretion, shall determine whether contractor must replace its liability policies carrier with one that meets the minimum rating standards.

Within 30 days prior to the contract's in-force date, contractor shall provide the District's [Supervisor of Administrative Services] with complete copies of contractor's in-force general, automobile, workers' compensation and excess/umbrella (if applicable) liability insurance policies (hereinafter referred to as "liability policies").

Other than policy amendments acknowledging changes in contractor's automobile and bus fleet, contractor shall notify the District of any changes to contractor's liability policies. Such notice shall:

- Be in writing and documented by a copy(s) of a change endorsement(s) added to, or deleted from, the contractor's in-force liability policies; and
- Be provided no more than 30 days after the change(s) become effective.

Should such change(s), which in the District's sole discretion, is considered adverse to the District, or serves to make the contractor's insurance coverage terms, conditions, and characteristics fall below those required by this contract, contractor shall have the changes immediately deleted from the liability policies as of the date the change was first made. Contractor shall provide District a copy of the liability endorsement(s) proving the contractor's liability policies have reverted to the pre-change state.

#### Hold Harmless & Indemnification Language

*"Contractor agrees to hold harmless, defend and indemnify District, its officers, agents, employees, school board members for any and all claims, liability, demands, causes of action, damages, costs and attorney fees arising from or incident to the operation, maintenance and use of vehicles, including, but not limited to claims of negligence and/or wrongdoing by the contractor, its employees, agents, officers, board of directors, its subcontractors and subcontractors' employees, agents, officers, and board of directors and/or liability arising from equipment failures or deficiencies, except to the extent that any such claim or demand arises from or is caused by the negligence or willful misconduct of the District, its officers, agents or employees, school board members.*

#### **(c) Buses.**

(1) Company agrees to furnish buses of appropriate size and quantity to transport eligible riders to and from public and private schools within the district and to

Board approved private schools and special education classrooms located outside the school district. The Company shall provide the size and number of buses needed to operate efficiently and safely. Routes of service may include, but not be limited to, primary runs, secondary runs and shuttle runs.

(2) The number of buses and routes are to be determined by the Company in compliance with Board Policy. Cost of basic transportation is covered in section 3 Compensation. In the event that changes in the number of routes are needed because of educational programs, compensation shall be paid in accordance with the listed schedule of rates and charges hereinafter set forth.

(3) No buses are to be older than thirteen (13) years at the start of each school year, with the average age of regular route buses 8 years. All buses shall be equipped with strobe lights and crossing gates. All new replacement buses must also be equipped with heated mirrors and safety reflective tape and whatever is required by the state. Buses will be equipped with both GPS and a video camera. The district and the company will each pay 50% of the cost to purchase additional cameras.

(4) Company shall utilize its buses in the transport of athletic and academic teams or groups and other students in any transportation for sports, educational and social activities conducted under the auspices of the Board.

(5) A minimum number of standby buses, equal to ten percent (10%) or more of the assigned fleet shall be available at no extra cost to the Board.

**(d) Transportation Requirements.**

(1) Pupils are to be transported to and from all public and private schools on days school is legally in session and for other functions as designated by the public school administrators. Pupils shall arrive at school no earlier than fifteen (15) minutes or later than five (5) minutes before class begins. No pupils shall be picked up earlier than seventy-five (75) minutes before the start of classes and shall be delivered to their home within seventy-five (75) minutes after the close of classes. The Board may grant exceptions to these times.

Maximum walking distances from home to a student's bus stop shall be as follows;

<u>Grade</u>	<u>Distance</u>
K - 6	1/4 mile
7 - 9	1/2 mile
10 - 12	3/4 mile

(2) Company shall be responsible for any bus overloads and shall take immediate steps to correct the overload conditions.

(3) Service shall include all transportation to and from all public and private schools and kindergartens (including pre-school if applicable), to and from all practice fields and gymnasiums, to and from all games and contests, and all athletic and other extracurricular activities, as authorized by the Board, as well as other authorized special trips, co-curricular and extracurricular.

(4) Summer School transportation and transportation to the homes of after-school activities participants shall be provided as needed upon request of the Board and charges involved as per rate schedule hereinafter set forth.

(5) Company shall permit inspection of trip sheets supporting driver statements of miles and times for each trip and shall further provide all necessary information requested by the Board.

(6) The Supervisor of Administrative Services, or other representative designated by the Board, shall act as liaison between the Board and Company and shall work with the Company in solving complaints, reviewing bus routes and stops, timetables and size of buses. The Board shall be entitled to require adjustments to routes, stops, length and times of said routes. Proposed routes, schedules and lists as well as final routes schedules, lists and maps shall be made available to the Board.

(7) Upon termination of this Contract, copies of records pertaining to student transportation shall be furnished, to the Board.

**(e) Operating Expenses and Purchases.**

(1) All operational, maintenance, fuel and driver costs shall be born by Company. It is hereby agreed by the parties hereto that certain operational expenses of the Company, such as costs of supplies necessary to perform this Contract may change materially during the term of this Contract, and that in the event of such change the Company shall have the option to request that the contract price be accordingly adjusted up or down to reflect such change. The Board shall be under no obligation to grant such requests.

(2) It is understood that the Company's contract prices include the provision of two-way business band radios for vehicles utilized in Performance of this Contract.

**3. Compensation.**

The Board shall compensate the Company for services provided at the following rates shown in exhibit A

**(a) Driver Helpers.**

The school district shall, at its discretion, authorize Company to hire driver helpers for the purpose of assisting pupils with special needs and maintaining a satisfactory level of discipline and order on school buses. Driver helpers are employees of Company, but the school district reserves the right to terminate such services at any time or direct the Company to change helpers on certain routes. The Company service as shall provide training for such individuals. The Board shall compensate the Company for such service as follows in exhibit A

**(b) Special Trips - Coach Bus Exclusion.**

The Board has the option to contract coach type buses from other transports. This exclusion also applies to Board sponsored student groups requesting coach bus transportation.

**(c) School Year and Cancellations.**

All compensation rates are based upon a 180-day school year. If the district cancels school due to bad weather or emergency, or shortens the school year, an amount equal to  $(1/(\text{Number of days in current school year}) \times .50)$  shall be deducted from the annual contract amount. However, if a reduction in the school year or any other change in service required materially affects the service levels or equipment levels required of Company, the parties shall negotiate changes to the contract rates.

**(d) Payment provisions.**

The Board shall pay the Company by check, on a pro rata basis (1/9th) the estimated amount due under 3(a) over nine (9) months beginning on September 15" and shall make a final payment in the last month. Any amounts due for special tips, driver helpers, or any other charges beyond those specified in 3(a) shall be invoiced separately each month. Special trips shall be accompanied by a trip ticket for each trip to show miles traveled and driver's time, computed using the mileage rates and driver's wages set forth above. Annually, the Company shall provide the Board with a Routing Efficiency Report.

**(e) Calendar Lapses and Early Dismissal.**

(1) On the days when private schools are in regular session, but the Public school system is closed, Company shall provide transportation to and from private school as a part of the annual basic transportation contract.

(2) In the event of early dismissal of private and/or public schools, Company shall provide transportation from private and/or public school as a part of the annual basic transportation contract.

**4. Contract Extension**

Company shall have the option to request a one-year extension to this Contract during each year of the contract at prices and upon terms to be negotiated within six (6) months of the start of the extended year. The Board shall be under no obligation to grant such requests.

**5. Assignment**

This Contract shall be binding upon and insure to the parties, their successors and assigns; provided, however, that this Contract may not be assigned by the Company without prior written consent of the board. In addition, the Company may assign this Contract without the need for consent if the assignment is made to a parent, subsidiary, related or affiliated company.

**6. Extraordinary Conditions and Default**

In the event Company is unable to provide transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, picketing, contractor strike/lockout/labor dispute, loss of transportation facilities, oil or fuel shortage or

embargo, governmental action or any condition or cause beyond the Company's control, the Board shall excuse the Company from performance under this Agreement.

Board shall have the right to take over the operation of the buses if the Company is prevented from operating for the reasons described above, whether such buses are supplied by Company or Board, and may operate such buses with school employees or other persons, as Board may deem appropriate until Company is able to resume its regular operations. If District takes over operation of Contractor's buses during a force majeure event, it must provide insurance, properly licensed drivers and appropriate indemnification. District may enter into a lease agreement with the Company for aforementioned buses and shall pay to Company for the use of such buses, the compensation which would be due in accordance with the agreement had Company operated such buses, less all expenses and costs incurred in securing the services of operating personnel and other such costs of operation; provided, however, the Board's deduction of such costs and expenses shall not exceed the difference between the compensation paid to Company for such buses less Company's fixed costs of operation. Or, the board may contract with another carrier as the District sees fit.

**7. Contract Term**

This contract is to be considered binding between the parties hereto from 8/1/2011 through 7/31/2016. By entering into this Agreement, the parties hereby cancel the final year of the prior Agreement, which is covered by the first year of this Agreement.

In WITNESS WHEREOF, the parties hereto have caused these present to be executed by their respective officers duly authorized all as of the day, month and year first above written.

**WITNESS**

**SCHOOL BOARD OF  
D. C. EVEREST AREA SCHOOL DISTRICT**

\_\_\_\_\_ By: \_\_\_\_\_  
Board Treasurer Board President

\_\_\_\_\_ Date: \_\_\_\_\_  
Board Clerk

**.FIRST STUDENT, INC.**

\_\_\_\_\_ By: \_\_\_\_\_  
**First Student** Its \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
First Student

Exhibit A

<b>D.C. EVEREST SCHOOL DISTRICT</b>						
<b>Transportation Rates</b>						
Increase =		-2.0%	2.0%	2.25%	2.5%	2.5%
	10/11	11/12	12/13	13/14	14/15	15/16
<b>Home-To-School</b>						
Per Bus Per Day	226.81	222.27	226.72	231.82	237.62	243.56
<b>SPECIAL NEEDS BUSES</b>						
Per Bus Per Day	248.50	243.53	248.40	253.99	260.34	266.85
<b>Monitors</b>						
Rate per hour	10.29	10.08	10.28	10.51	10.77	11.04
<b>Activity Trips &amp; Field Trips</b>						
Per Mile Rate	1.25	1.23	1.25	1.28	1.31	1.34
Driver Hourly Rate	14.05	13.77	14.05	14.37	14.73	15.10
Minimum Charge	28.90	28.32	28.89	29.54	30.28	31.04
<b>Other Transportation</b>						
Midday Routes	47.17	46.23	47.15	48.21	49.42	50.66
Shuttles and other Transportation, per Hour	28.42	27.85	28.41	29.05	29.78	30.52
Summer Transportation	1/2 Daily Rate	1/2 Daily Rate	1/2 Daily Rate	1/2 Daily Rate	1/2 Daily Rate	1/2 Daily Rate
<b>Minimum Days</b>						
<p>For the first 3 operating days under 180 (excluding Summer School) - (1/180) is deducted from annual contract amount</p> <p>Days Operated less than 177 (excluding Summer School) - (1/(180)*.50) is deducted from annual contract amount</p>						