

## TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the [redacted] day of [redacted] 20[redacted], by and between [redacted], with principal offices at [redacted], (hereinafter called "District"), and First Student, Inc., operating a division called FirstAlt, with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at [redacted] (hereinafter called "Contractor").

In operating under this Agreement, the Board will purchase services from the Contractor through the Contractor's agreement with **Sourcewell, Contract No. \_\_\_\_\_**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

### WITNESSETH

**WHEREAS**, District has selected Contractor to provide the pupil transportation services described herein;  
and

**WHEREAS**, Contractor desires to provide such transportation services,

**NOW, THEREFORE**, in consideration of the covenants hereinafter contained, the parties agree as follows:

### SECTION 1: TERM

1.1 The term of this Agreement shall commence [redacted] and shall continue through [redacted]. This Agreement can be extended by mutual written agreement for additional 1-year periods with written notice 30 days prior to the upcoming school year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on [redacted] during the term of this Agreement.

### SECTION 2: SCOPE OF SERVICES REQUIRED

2.1 Contractor shall, during the term of this Agreement, agree to provide alternative transportation services as requested by the District by coordinating with local, qualified subcontractors. In the event of a conflict between the documents concerning the relationship between local qualified subcontractors and the Contractor and the provisions of this Agreement, the Agreement will control. Otherwise, the terms of the Bid Specifications and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: Contractor's Proposal and the Bid Specifications.

2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or

schedules, the number of vehicles will be adjusted accordingly. District may increase or decrease services to be provided by Contractor upon agreement of the parties. However, where such increases or decreases impact the service levels, personnel levels, or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements, the parties shall negotiate in good faith to adjust the rates at which services are provided to cover increase or decreases in cost structure associated with such changes by District. In the event that the parties are unable to reach agreement regarding an adjustment, either party may terminate this contract upon not less than thirty (30) days written notice to the non-terminating party.

- 2.3 District represents, warrants and covenants that from and after the effective date of this Agreement, District will use Contractor for some or all of District's home-to-school, special education, or other transportation at rates [agreeable by the parties OR as set forth in Exhibit A]. The cost of transportation shall include any and all costs of tolls, if applicable.
- 2.4 District must inform Contractor within forty-eight (48) hours of an incident its intent to assess liquidated damages and must bill Contractor for such liquidated damage within thirty (30) days of the incident. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident.

### SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, the District shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein.

On the 15<sup>th</sup> of each month, the Contractor will submit to the District a monthly statement of its services rendered during the previous month. After verification of the invoice, the District shall pay the full amount due to Contractor within 30 days following the date on which the invoice was submitted.

In the event that the District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days following receipt of the invoice by the District, Contractor shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or b) terminate service under this Agreement until all amounts due have been paid in full. In the event of repeated delinquency by the District, Contractor shall have the right to request a deposit or payment bond from the District before resuming service. Contractor shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

In the event that any statement amount is disputed by the District, the District shall deliver written notice specifying the disputed amount to Contractor within 5 days of receipt of the statement by the District. In the absence of the District timely providing said written notice, The District waives any right to dispute said statement in the future. The District shall pay all amounts not disputed to Contractor on or before the 10th business day following the date on which the statement has been submitted.

## SECTION 4: ESCALATION

- 4.1 The District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in Exhibit A.
- 4.2 In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase.

## SECTION 5: ROUTES AND SCHEDULES

- 5.1 Unless the District specifies otherwise, Contractor shall be primarily responsible for planning all routes, stops and schedules. Contractor shall furnish District a complete route map for their approval on or before the first the specified date, first day of each school year or when a new route is requested.
- 5.2 District shall furnish Contractor with a list of student names and addresses not later than 30 days prior to the start of each school year, from which Contractor will construct a complete route map on or before the first day of enrollment of each school year. Contractor shall use the route information provided by District to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to District for their review and approval. District and/or Contractor shall inform parents, guardians and/or families of these times. Performance of the services under this Agreement may entail the disclosure of personally identifiable information from student education records protected by FERPA the Family Educational Rights and Privacy Act (FERPA) ("Student Information"). For the purposes of this Agreement, Contractor will be designated as a "school official" with "legitimate educational interests" in Student Information, as those terms have been defined under FERPA and its implementing regulations, and will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on District. To that end, any personally identifiable information, as that term is defined by FERPA, may be used by Contractor only for the purposes for which disclosure was made.
- 5.3 District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. In the event District exercises their right to make a change and notifies Contractor of such change, the District shall waive its right to assess any liquidated damage or penalty in accordance with Section 2.3. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by District after such

discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice.

## SECTION 6: RECORDS AND REPORTS

- 6.1 Contractor shall provide within 30 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 6.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 6.3 Contractor shall immediately notify the Superintendent of Schools, or his or her designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

## SECTION 7: INDEMNIFICATION

- 7.1 Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand, including but not limited to, reasonable attorneys' fees and defense costs, which may be made by any person, firm, or corporation, or any other entity arising from or caused by Contractor's negligence, gross negligence, or willful misconduct, including its employees, subcontractors, and agents, in the performance of this Agreement., except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees, student-upon-student violence; routing; or Contractor's good faith adherence to District's policies, procedures, directives. Notwithstanding the foregoing, (a) each Party shall advise the other Party in writing of any claims, notices, or additional information received by it or of which it becomes aware for which such Party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying Party to defend such claims or investigate such notice, (b) each Party shall provide the indemnifying Party with the cooperation and assistance necessary to defend such claim requested by the indemnifying Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

## SECTION 8: INSURANCE

- 8.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of not less than [REDACTED] each occurrence and aggregate bodily injury and property damage and [REDACTED] Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than [REDACTED] combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos; Upon request, Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.

## SECTION 9: FORCE MAJEURE

- 9.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement.

## SECTION 10: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 10.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor full price of trip if two (2) hours' notice isn't given to the Contractor.
- 10.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

## SECTION 11: SAFETY PROGRAM

- 11.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.
- 11.2 Contractor's employees shall not be required to perform any medical functions for passengers.

## SECTION 12: MANAGEMENT PERSONNEL

- 12.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a management contact person for emergency contact with District. Prior to the start of the school year or contract commencement, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 12.2 District shall employ management personnel who shall be responsible for coordination of the student transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year or commencement of contract, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

## SECTION 13: OPERATIONS PERSONNEL/DRIVERS

- 13.1 Contractor shall provide a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service.
- 13.2 Contractor shall take reasonable steps to prevent its subcontractors from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on or drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating the vehicle, and in or near designated pick and drop off areas.
- 13.3 Contractor shall be responsible for providing and discharging personnel to perform its obligations hereunder. However, District shall have the right to request Contractor to remove from service to District any employee or subcontractor who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. To the extent permitted by law, District shall indemnify, defend, and hold Contractor harmless from and against all claims, expenses, or liabilities by or to a removed Contractor or any subcontractors arising from the removal of that individual based on the District's request.

- 13.4 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, or commencement of contract, District shall advise Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:
- 13.4.1 Possess a valid license or permit issued by this State authorizing such person to operate said vehicles.
  - 13.4.2 When specifically required, be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.
  - 13.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
  - 13.4.4 Prior to service and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be required.
  - 13.4.5 Meet any other criteria required by law or by District's policies, rules or regulations.

#### SECTION 14: TRAINING REQUIREMENTS

- 14.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content.

#### SECTION 15: EQUIPMENT

- 15.1 All vehicles supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the vehicles used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.
- 15.2 The prices included with this Agreement do not include modifications to vehicles if seat belts or GPS or other equipment (collectively, "equipment") were included in the equipment provided for students under this Agreement. If District or any government agency shall at some time in the future mandate that Contractor provide GPS or seat belts for use in vehicles, the parties shall negotiate in good faith alternative

pricing and availability of vehicles to service District under this Agreement. In the event that District or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during the term of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and District in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach agreement regarding applicable price increases, either party may terminate this contract upon not less than 60 days prior written notice to the other party.

- 15.3 Contractor agrees that all vehicles shall be equipped with GPS enabled cellular devices. Contractor agrees to perform an inspection of all radios prior to the start of the school year to ensure proper performance.
- 15.4 District may direct Contractor to perform additional tasks under this Agreement. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort.

#### SECTION 16: PUPIL DISCIPLINE/VANDALISM

- 16.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's vehicles. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after notice to Contractor's location and to the pupil's school. In all cases of disciplinary ejection, the vehicle shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 16.2 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

#### SECTION 17: ASSIGNMENT

- 17.1 This Agreement shall not be assigned by the parties hereto, without the written consent of District, which consent shall not be unreasonably withheld or delayed. However, Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

## SECTION 18: TERMINATION

- 18.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.
- 18.2 District has the ability to cancel this Agreement effective at the end of any Contract date on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, the District shall reimburse the Contractor in full for costs incurred by Contractor as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure related costs, and all other associated termination costs.
- 18.3 Either party may terminate this Agreement for convenience upon not less than sixty (60) days prior written notice to the other party.

## SECTION 19: SURVIVAL

- 19.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

## SECTION 20: STATUS OF THE CONTRACTOR

- 20.1 In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes. Contractor understands and agrees that Contractor and its employees, contracted services providers, and/or subcontractors, are always acting as independent contractors while performing the services pursuant to this Agreement and are not agents, partner, or employees of District by virtue of this Agreement. No

employee, contracted service provider, or subcontractor of Contractor shall be considered an employee or agent of District. Contractor and its employees, contracted services providers, and/or subcontractors are not entitled to the benefits provided by District to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation insurance, or unemployment compensation insurance. Notwithstanding anything herein to the contrary, Contractor shall indemnify, save, and hold harmless District for any and all claims, actions, and expenses, including court costs and reasonable attorneys' fees, and against all liabilities, losses, damages, suits, actions, fines, penalties, or demands of any kinds arising out of or in any way connected with the allegation or assertion that an employee of Contractor is an employee of District and/or entitled to any of the benefits to which a District employee would be entitled, including workers' compensation.

## SECTION 21: SEVERABILITY

21.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

## SECTION 22: EXTENSION AND MODIFICATION

22.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

## SECTION 23: NOTICE TO PARTIES

23.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

\_\_\_\_\_

Notices to Contractor shall be addressed to:

\_\_\_\_\_

With a copy to:

FirstGroup America  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Attention: General Counsel

23.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

#### SECTION 24: ENTIRE AGREEMENT

24.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

#### SECTION 25: COMPLIANCE WITH THE LAW

25.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

#### SECTION 26: DISPUTE RESOLUTION

26.1 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

#### SECTION 27: PLACE OF CONTRACT/CONTROLLING LAW

27.1 This Agreement shall be governed by the laws of the State of           , without regard to conflicts of law principles. All references in this Agreement to the "state" shall mean the State of           . All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of           . The parties agree that any action instituted against either party to this Agreement shall be commenced in            County,            Common Pleas Court or the United States District Court.

SECTION 28: PRICING

Refer to "Attachment A. Pricing Overview"

SECTION 29: AUTHORITY

29.1 Both parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.

District Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

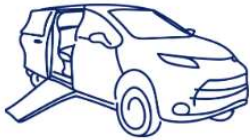
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment A. Pricing Overview

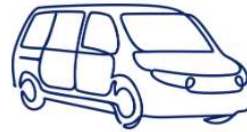
The pricing matrix includes the associated fees for the following vehicle types:



WHEELCHAIR VAN



SEDAN



MINIVAN



SUV

PROPOSED PRICING	
BASE TRIP ELEMENTS	CHARGE
Trip Minimum	\$85.00
Mileage Included in Trip Minimum	8 Miles
Cost Per Mile > Miles Included	\$2.50
ADDITIONAL TRIP ELEMENTS – AS NEEDED	CHARGE
Wheelchair Vehicle	\$50.00
Student Equipment (Car Seat, Booster, Safety Vest, Buckle Guard, Etc.)	\$5.00
Monitor (If not provided by the district, 2-hour minimum)	\$25.00/hour
District Approved Wait Time (Per hour, billed in 15-minute increments)	\$60.00
Hard to Service Trips (If needed / approved by the district)	TBD
Late Cancel <2 Hour	Full Price of Trip
No-Show (100% of students on trip)	Full Price of Trip

## **TRIP ELEMENTS AND PRICING DEFINITIONS**

All pricing is applied per one-way trip and not per student. The trip minimum also includes as many students as can be routed into the vehicle. Most vehicles carry one to four students.

As additional students are added to existing routes there is no additional charge other than any additional mileage over the included mileage or needed equipment. Vehicle type and capacity are determined by student requirements and vehicle availability.

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be assessed.

### **Trip Charges**

One-way transportation from home-to-school (inbound trip) or school-to-home (outbound trip) with a student or monitor continually on board. A trip is a collection of students combined into one vehicle with all pick up/drop off and other needs accounted for. Customers are billed on a per trip basis. A trip may contain any of the following: a single student, multiple students, monitor, special equipment. Billable elements of a trip may include - a trip minimum fee, trip mileage, monitor, equipment, and any other applicable considerations. The total number of trips a district is charged for is determined by adding together each of the one-way trips.

### **Trip Minimum**

The minimum charge for any trip regardless of miles, equipment, etc.

### **Mileage Charges**

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be incurred. Mileage charges are calculated on driving distance through a third-party provider such as Google or MapQuest. We determine the mileage based on the most efficient route for the district and students. The total mileage is rounded up to the next whole mile. All mileage will be calculated based on approved student and school addresses provided by the district. When monitors are riding on the vehicle the mileage rate will continue until the monitor is returned to their point of origin.

### **Miles Included**

The number of miles included in the trip minimum. If additional students are added to a trip and the miles remain under the "miles included" number, no additional charge will be incurred.

### **Wheelchair Vehicle**

An additional cost is charged when a wheelchair vehicle is required, the cost is applied per wheelchair.

### **Student Equipment**

Per student/per trip cost for students requiring additional equipment such as a car seat, safety vest, etc.

### **Monitor**

If the district provides the monitor, there is no additional monitor charge, other than any additional mileage that might be added to the trip. A monitor charge (per trip) will be applied for any monitor supplied by FirstAlt, in addition to any added mileage to the trip.

## **Standard Wait Time**

Drivers will wait three minutes past the regular scheduled pick-up time if students are not ready for pick-up at the scheduled pick-up time. If the students are still not ready after the three minutes of wait time, the student will be marked as a no-show and the driver will move on to their next scheduled stop.

When returning home, if the parents or responsible party are not available to receive the student, we will contact the responsible party by phone for further instructions. If they are unavailable, we will contact the school district for instructions. If we are directed to return the student to school or are unable to reach either party, we will return the student to a school district representative at the student's school.

If we contact the school district and are advised to wait onsite, we will then bill according to the school district's approved wait time.

## **District Approved Wait Time**

Wait time will only be charged upon the district's request and/or approval. Wait time will be billed per hour, in 15-minute increments. Wait time is utilized when a district requests a driver to wait at the home or school beyond the scheduled pick-up/drop-off time.

## **Hard to Service Trips**

If a particular trip or group of trips are determined to be "hard to service," FirstAlt will work closely with the district to determine the best method to service these trips and what additional costs will be needed to assist drivers in servicing these trips. Examples would include students that may urinate or vomit on a regular basis during the trip, trips that are in remote service areas, etc. The purpose of this pricing element is to provide FirstAlt and the district with a method and approach to service trips that deal with extreme elements outside of the expected type of service.

## **No-Shows and Late Cancels**

### **Late Cancel**

A late cancel charge is incurred when FirstAlt has been notified of a trip cancellation less than two hours prior to the scheduled pick-up time.

### **No-Shows**

A no-show charge is incurred once the driver has arrived at the pick-up location within the scheduled pick-up window and having waited the designated time to pick-up the student, no student is present. The driver will mark the student as a no-show when there is either A) no sign of the student being ready for pick up or B) the guardian or district notifies the driver, who is on-site, that the student does not require transportation. No-show fees are only applicable when 100% of the students on a trip are not present.

## **Travel Time**

Per most school district and state standards, the expected travel time for students we are transporting will not exceed one hour for each one-way trip unless approved by the school district. However, we fully understand some children may live quite a distance from school, have adverse weather, traffic or other unusual conditions, and therefore will need more than one hour of travel time.

## **ADDING AND REMOVING STUDENTS**

We recognize that a district's student transportation needs are constantly changing. Examples include new students needing transportation, students moving out of the district or to a new address within the district, students no longer needing transportation, etc. When it becomes necessary to make changes to a previously routed trip, FirstAlt will provide the district with the updated details including the updated cost of trip, the new order of student pick-ups and the updated pick-up times. FirstAlt will then await district approval of the cost impact before proceeding.

New student transportation requests or changes to existing trips often take 48 hours or less but may take up to 72 hours to implement. If FirstAlt staff believes the requested addition or change could take more than 72 hours, we will communicate with the school district to determine a reasonable amount of time.

## **STUDENT CANCELLATIONS**

There are two types of student cancellations, temporary and permanent.

### **Temporary Student Cancellation**

If a student is sick or will not be attending school temporarily (5 days or less), the parent or district can reach out to FirstAlt directly to make this request. If a student is a single rider and is temporarily cancelled there will be no trip charge. If the student is part of a multiple rider trip, the district will be charged the normal trip rate.

### **Permanent Student Cancellation**

The permanent cancellation of a student from a trip requires district notification and approval. If the student is a single rider, then the trip will be permanently cancelled, and no additional costs will be incurred by the district. If the student is part of a multi-rider trip, FirstAlt will consolidate the route, remove any mileage or equipment charges associated with the cancelled student and provide the district with the updated trip and cost information.

## **AMENDMENT OF RATES**

Rates for services provided under this agreement shall be adjusted at an increased rate of 3% each year. A notification regarding rate changes shall be communicated in writing to the district.

## **FUEL SURCHARGES**

When the average fuel price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 50% of the fuel price that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of fuel, according to the average fuel price index, is \$5.60, the increase would be 50% of the 60 cents or 30 cents. Such surcharges apply for the miles included in the ride base price. The fuel price index to be used shall be found under the category of "[Your Specific State or Region] U.S. and an Average Fuel Prices (dollars per gallon) to be calculated from the following website: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm)

