

Board Packet

Woodbury Leadership Academy Board of Directors Meeting (Regular)

Wednesday, May 30, 2018

4:30 P.M.

Woodbury Leadership Academy School

600 Weir Drive, Woodbury, MN – Room 1200 (2nd Grade Pod Area)

**PLEASE LEAVE THIS BINDER ON THE BACK SIGN-IN TABLE AND DO NOT
REMOVE ANY DOCUMENTS.**

THANK YOU.

Property of: Woodbury Leadership Academy Board of Directors

Meeting: Board of Directors Regular Meeting

Date: Wednesday, May 30, 2018

Time: 4:30 P.M.

Location: Woodbury Leadership Academy School – 600 Weir Drive, Woodbury, MN 55125 – 2nd Grade Pod Area (Room 1200)

AGENDA

1. **Meeting Call to Order and Roll Call**
 - 1.1. Meeting Call to Order (Mandi Folks, Board Chair)
 - 1.2. Roll Call (Mandi Folks, Board Chair & Nancy Baumann, Board Clerk)

2. **WLA Mission & Vision**(Presenter: Jason Livingston)

The mission of WLA is to utilize leadership based programs and strategies grounded in solid research, combined with the demonstrated success of Core Knowledge curriculum as a basis of a rigorous overall educational program that builds strong skills in math, reading, literature, writing, music, science, and technology.

The vision of WLA is to be a school where students and graduates become exceptional leaders, and are prepared to take on the academic and leadership challenges they will face as they transition into high school.

3. **Approval of Agenda/Meeting Minutes** (Presenter: Mandi Folks, Board Chair)
 - 3.1. Approval of Meeting Agenda
Motion: _____ 2nd: _____ Vote: _____

4. **Conflict of Interest Declaration** (Presenter: Mandi Folks, Board Chair)
 - 4.1. Conflict of Interest Declaration

5. **Public Comment** (Presenter: Mandi Folks, Board Chair)

6. **Facilities Administrative Committee Report** (Presenter: Shawn Smith & Dr. Mortensen, Executive Director)

7. **Board Training/Discussion and Business**(Presenter: Mandi Folks, Board Chair)
 - 7.1. Busing contract 2018-2019 school year
 - 7.2. 2018-2019 Budget

8. **Board Communication & Future Items** (Presenter: Mandi Folks, Board Chair)
 - 8.1. Board Communication/Future Agenda Items - Reflection

9. **Housekeeping** (Presenter: Mandi Folks, Board Chair)
 - 9.1. Next Regularly Scheduled WLA Board of Directors Meeting and Training
Date: Tuesday, June 26, 2018
Time: 5:45 P.M.
Location: WLA – 600 Weir Drive, Woodbury, MN 55125 1st Grade Pod Area
 - 9.2. Delegation of Public Comment Items (if necessary)

10. **Adjournment** (Presenter: Mandi Folks, Board Chair)
 - 10.1. Adjournment
Motion: _____ 2nd: _____ Vote: _____

REGULAR Education Transportation Contract

Between

**Woodbury Leadership Academy
8089 Globe Dr, Woodbury, MN 55125**

and

Pride Transportation Bus Services LLC.

TBA

Effective: July 1, 2018

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School Bus Transportation Contract

In accordance with Minnesota Statutes, 123B.52, subdivision 3, this Agreement is made and entered into this _____ day of _____, 2018 by and between Woodbury Leadership Academy, School District 833, 622 and woodbury, (hereinafter referred to as "Woodbury Leadership Academy", "School District", or "School") and Pride Transportation Bus Services LLC. (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, Woodbury Leadership Academy is an Independent School District organized in the State of Minnesota and needs transportation services for its students, and sometimes staff, in the ordinary course of its operations to and from school and for field trips. This includes those "school bus operations" as defined by 49 CFR 390.5; and

WHEREAS, Woodbury Leadership Academy has reviewed a quotation from the Contractor and other potential contractors pursuant to Minnesota Statute §123B.52, Subd 3 and through direct negotiations has determined that the Contractor will provide the best value to the School District; and

WHEREAS, Woodbury Leadership Academy desires to hire Contractor to fulfill its transportation needs according to the terms and conditions as contained herein; and

WHEREAS, Contractor desires to transport Woodbury Leadership Academy according to the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1: INTRODUCTION OF TERMS AND PARTIES

1.1 Definition of Parties

Woodbury Leadership Academy, a Minnesota Independent Public School, hereupon and otherwise noted by the term School, located 8089 Globe Dr, Woodbury, MN 55125, agrees to enter into a transportation service contract with Pride Transportation Bus Services LLC., hereupon and also noted as the Contractor and located at Pride Transportation Bus Services LLC.

1.2 Designation of Authorized Agents

_____, _____ of the Woodbury Leadership Academy is designated as the exclusive agent of the School regarding financial and contractual concerns for all communications between the School and the Contractor until further notice. Additionally, Pride Transportation Bus Services LLC. is designated as the exclusive agent of the Contractor until further notice.

1.3 Notice to Parties

Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows. In the event that School District must enact and serve legal process to the Contractor, the only authorized place of service is below in this section. Bus Drivers, Dispatchers,

family, and other site personnel are not authorized to accept service of a legal document. If to Contractor to: Pride Transportation Bus Services LLC & 45 Ivy Ave West St. Paul MN, 55117:

If to School District to:

Woodbury Leadership Academy
8089 Globe Dr, Woodbury, MN 55125
(651) 539-2641

1.4 Term of Contract

It is mutually agreed and understood by and between the parties hereto that the initial term of this contract will be for one (2) school year commencing on July 1, 2018, and ending on June 30, 2020, but extended to include summer school during 2018 should the summer school session run beyond June 30, 2019. The rate of compensation for the 2019 summer school appears in Section 9. The rate for the 2018-19 school year appears in Section 9.

SECTION 2: SCHOOL RESPONSIBILITIES

2.1 Statutory Safety Director

Pursuant and in compliance with Minnesota Statute §123B.91 Subd 2 the School District shall appoint a School transportation safety director. This person shall not be an employee or agent of the Contractor but will work in conjunction with the Contractor to maximize pupil safety. This person's contact information shall be filled in and returned to Contractor.

2.2 School Closings

When closures occur, the Contractor will still be entitled to bill the school for the day's service at a rate of 50% of the normal daily rate. However, should the day be replaced with another day, that added day will only be billed at 50% of the normal daily rate.

2.3 Decision to Close School and Communications

Emergency School closings may occur due to inclement weather conditions or situations of concern. The School has the ultimate decision to either cancel or run school but must factor in Contractor's recommendation AND neighboring districts status. SCHOOL IS RESPONSIBLE FOR NOTIFYING THE MEDIA OF CLOSURES. School shall notify Contractor of intent to cancel at least two (2) hours prior to morning drop-off time.

2.4 Contact Information for Decision Maker

In addition, the Contractor requires emergency contact information for each School director or person (s) responsible for making the decision to close school. This information is requested upon execution of the contract. To be entered into and returned to Contractor.

2.5 Student Data and Routing

The School District will provide student data and enrollment information for the Contractor at the beginning of the year to the Contractor no later than three full weeks prior to the start of school, to allow the Contractor to establish safe and convenient bus stops and establish transportation routes for all students designated by the School to be transported.

In the event of students with severe medical issues such as asthma, chronic seizures, weakness of heart, or students with "Do Not Resuscitate Orders," etc. the School agrees to furnish the Contractor with information of such nature. The information shall be kept confidential in accordance with the state of Minnesota rules pertaining to student data privacy (Chapter 13 of Minnesota statutes and Section 34 of the Federal Code of Regulations). Information shall only be used in circumstances of dire emergency and to aid the Contractor's safety staff in responding to emergencies.

2.6 Route Change Request

Once established, routes will not be changed during the first two weeks of school, unless approved by the Contractor. All stop change requests, enrollment changes, and student data changes, must be submitted in writing or via e-mail to the Contractor and will be implemented once per week, unless there is an emergency need.

2.7 Transportation Boundaries

The boundaries of this contracted transportation service shall be established and agreed upon and shall be set forth by mutual agreement. The School shall be responsible for ensuring that boundaries and zones comply with Minnesota Statute §123B.88 Subd 1 and any other applicable laws and/or funding requirements.

2.8 Facilities and Load Zone

The School agrees to maintain in good condition, an area free of clutter, ice, or debris, and other safety hazards, and vehicles will not be allowed to park in a designated loading area during the morning drop off, and load times of the school buses. This load zone shall comply with §123B.885 to the extent that the School is economically capable. It should be noted that most Contractor's school buses are Diesel powered. If any idling is causing a problem the School shall notify the contractor as soon as possible.

2.9 School Staffing and Support

The School shall provide a transportation liaison that is knowledgeable in the building's transportation bus routes and the children along with the children's parents/guardians. The School agrees to furnish staff with reasonable accessibility during the times in which the routes are running and an after-hour contact number for emergencies and/or for extreme disciplinary issues. This After Hour and During Route contact information shall be entered and returned to Contractor.

2.10 Safe and Proper Loading of Students

The School shall provide a staff member to meet the buses outside and in the Load Zone for 15 minutes prior to bell time (when the buses are arriving) in the morning and again outside and in the Load Zone from dismissal time until the buses have left in the afternoon.

The School will be responsible for the safe loading of all students on their correct bus each afternoon and will further identify all Kindergarten and 1st Grade students with a "bus tag" stating all information pertinent to safely transporting these students to their correct stop. This information shall include but not be limited to the student's name, grade, and bus stop. The student must have this information on his/her person (i.e. in the back pack or pinned to the inside of jacket) while riding the school bus. This is especially important during the first two weeks of school, during a route change for the student, or a student who is particularly quiet or to whom English is a second language.

2.11 Student Incident Tracking

The School agrees to have a designated staff member access the Bus Conduct website and read all outstanding reports, discipline Students, communicate those disciplinary actions to Parents, and notify Contractor of those disciplinary actions, along with any actions required by the Contractor staff, through the Bus Conduct system and/or an email or a phone call NO LESS THAN ONCE PER DAY THAT SCHOOL IS IN SESSION.

2.12 One Hour Safety Training for Students

The School agrees to provide all students with riding privileges, a classroom session of no less than One Hour on School Bus Safety Training covering items suggested by the state in Minnesota Statute §123B.90. The Contractor will provide information to the School if requested.

2.13 Special Education Services and Child Restraint Laws

In accordance with Minnesota Chapter 8840 Special Education Transportation, no student being transported on a regular education vehicle shall be restrained unless properly requested in said student's Individual Educational Plan. In addition, in compliance to Child Restraint laws H.F. 735 section 2, any students under the age of 4 years must be appropriately secured or restrained as applicable under this law. The Contractor is not responsible for providing car seats, booster seats, or other necessary apparatus. In the event appropriate CRS is needed, the Contractor may provide feasible equipment for seatbelts at an additional cost to the School.

2.14 Student Behavior and School Officials Responsibilities

Student behavior is always the main concern for the School and Contractor. In addition to classroom training and evacuation drills as required by law, the School shall establish expectations of student behavior in its student handbook. A recommended practice is to send home a "Parent/Student Transportation Contract". Students and parents should read and understand the rules for a safe school bus ride and sign and return the Parent/Student Contract to the school. These established expectations for Parents and Students and sets the tone for a safe bussing experience.

2.15 Bus Transportation Privilege Not a Right

Minnesota Statute §121A.59 provides that School Bus Transportation is a privilege and not a right and may be revoked any time for violation of bus safety or conduct policies. The School shall adopt a policy that complies with this law and work with the Contractor to enforce that policy accordingly. Only School personnel or Contractor management (not bus drivers) can remove or eject a student or suspend bus privileges of students. The Contractor reserves the right to refuse transportation both permanently and temporarily to students for persistently not adhering to behavior guidelines or egregiously dangerous behavior. It should be noted that students suspended from the bus are not an exclusion, expulsion, or suspension under the

Pupil Fair Dismissal Act. (Revocation procedures for a student who is an individual with a disability under the Individuals with Disabilities Education Act, United States Code, title 20, section 1400 et seq., section 504 of the Rehabilitation Act of 1973, United States Code, title 29, section 504 of the Rehabilitation Act of Law 101-336, are governed by these provisions). Pursuant to this statute, the Contractor has provided a guide and a written policy regarding behavior guidelines concerning transportation and the consequences that should be followed by the School. For example, Students are expected to be at their bus stops five minutes prior to the designated pickup time. By accepting and executing this contract, the School has agreed to adopt this as their formal written policy, or will provide an alternative similar written School policy.

2.16 Students CANNOT Be Left at Bus Stop

Additionally, it should be noted that regardless if a student is suspended from riding the bus, if they appear at the stop in the morning, the driver must transport them to school, unless a parent is present at the stop. The reason for this is safety related.

The Contractor cannot be responsible for leaving a student at the bus stop who might not have access to his or her home and/or proper adult supervision. Therefore, the driver will deliver the student to school, where the parent and student can be appropriately dealt with by School officials.

2.17 Bus Aides

In the event that student behavior becomes a serious issue and the driver is unable to provide a safe ride home because of the continuous safety violations/infractions, the Contractor will provide bus aide when deemed necessary with cost to the School.

2.18 Suspension or Cancellation of a Route

If student behavior persists, the Contractor or School reserves the right to suspend or cancel service on an entire route, until such time that a bus aide or parent volunteer can be provided, a meeting with the parents is held, or the behavior issues are addressed.

2.19 Bus Passes and Record Keeping

Students shall only be allowed to ride their regularly scheduled route and only allowed to get on or off at their regularly scheduled stop. Should the student require a temporary ride home, a standardized form (Not a note from Mom) shall be issued by the office to the student. The office shall keep a log of the bus passes issued with Student, route, date, and reason information. The student shall provide the form to the driver upon boarding the bus. The reason for this is: if there is a catastrophic event, the driver can provide a route list, along with the bus passes for the day to emergency personnel of who might reasonably be expected to be on the bus. Along those same lines, the Contractor and/or School can provide a copy of the route sheet with student data along with the log sheet to account for who might reasonably be expected to be on the route.

2.20 Parents Riding the Bus

Only students are allowed to ride the school bus. However, Parents sometimes will request to ride in or home with their student. This often happens if a parent feels their student is being picked on by other students and is often a recipe for disaster. Therefore, the School shall not allow anyone but students to ride the bus to and from school. The exception to this is if a parent is a school volunteer who has been trained and had his/her background checked. This trained volunteer shall keep the safety of the entire bus in mind and not single out the behavior of any one student or group of students.

2.21 Audio/Video Policy

Many of the Contractor's School Busses are equipped with an Audio Video recording device that helps minimize student behavior issues. The school shall adopt into its policies an Audio/Video that complies with all applicable laws and best practices recommended by the State of Minnesota. Including, but not limited to delegation of responsibility to personnel, access by specific personnel,

guidelines for use, use of recorded documentation, destruction of records, care and security of recordings and equipment, and parent/student/driver/para/administrator screening.

2.22 School Calendar

The School shall, prior to the term of this contract, establish a calendar for the upcoming school year. School shall be held for a minimum of 172 billable route days.

2.23 Bell Times

The School shall establish a starting bell time of 8:00 a.m. with scheduled drop off times by 7:45a.m. The school shall establish an ending bell time of 2:30p.m., with a scheduled departure time no later than 2:35p.m.

SECTION 3: CONTRACTOR RESPONSIBILITIES

3.1 Routing Services

Careful planning will be done to ensure that students spend no more than 60 minutes on the bus each day, coming to or traveling home from school. In the event that a route must exceed 60 minutes, the Contractor will work with the School to weigh the benefits of extending a route vs. adding another route.

3.2 High Standard Routing System

The Contractor uses a computerized student database and routing system called Traversa. Student data submitted by the School is kept confidential and used for the express purpose of providing the safest transportation possible. Student's names, addresses, telephone numbers, etc. are safeguarded in our servers. All data has limited access and is properly protected.

Route copies shall be provided to the School upon request. All work data with regards to routing is considered to be part of the comprehensive services provided by the Contractor and therefore proprietary data and intellectual property of the Contractor.

3.3 Corner Stops

The Contractor will establish stops using the following priority for placement of stops:

1. Safety,
2. Benefit of all students,
3. Cost to the School,
4. Convenience.

Stops shall be placed at intersections when possible. This maximizes safety for the following reasons:

1. Traditionally intersections are more likely to be salted/sanded to allow other drivers to safely stop.
2. Drivers expect to stop at intersections, but not necessarily in the middle of the block.
3. Intersections are more likely to have street lighting.
4. Intersections are designed by city engineers to have sight lines clear of obstructions
5. Substitute drivers are more safely able to locate a reflective street sign while keeping an eye on the road than find a particular address on a house.

3.4 Beginning of the Year

The Contractor shall work with the school to establish safe and efficient routes according to the timeline above. Two weeks prior to school start, the Contractor shall mail postcards to Students that provides their Bus Stop information, Bus Safety Rules, Bus Company contact information, and School contact information. Bus Stops shall not change for the first two weeks of school, except in the case of an emergency. New students will have to go to an existing stop until route changes can go into effect on the third week of school. Contractor will have a representative at the beginning of the school year open-house.

3.5 Routing on Private Property & Cul-de-sacs

The Contractor will provide route service to and from school using public streets and thoroughfares only. Due to property liability, school buses will not be routed such that they need to travel on private property including apartment drives, townhome complexes, private driveways or parking lots. In addition, full-size buses will not be routed in such a manner as to require a bus to back-up to turn around, such as cul-de-sacs or dead end streets. These types of services may require a smaller special needs type vehicle.

3.6 Special Ed Bus Stops & Corner Stop Preference

Students with disabilities shall be picked up immediately in front or as near as possible to the home. In addition, all bus stops need to be established at the closest corner to their house address. However, consideration for safety shall trump convenience when evaluating all stop placements.

3.7 School Buses

In performing services for the School, the Contractor specifically agrees to furnish School busses conforming to all applicable state and federal laws, rules and regulations sufficient in number to perform the services contracted for. All equipment used by the Contractor shall be maintained and checked on a regular schedule as required by Minnesota Statute §169.451. This also includes a pre-trip and post-trip inspection on a daily basis.

3.8 Safety Equipment and Accessories

All buses will be equipped with safety devices as may be required by laws or rules of the State of Minnesota pertaining to School buses.

1. All vehicles must be equipped with working two-way radio equipment. The radio system must be reasonable to provide effective communication between the home office and other vehicles enroute. This is especially important to respond to questions regarding students enroute from the School.

2. All buses will be equipped with an electronic device that requires the driver to walk to the back of the bus to check for the students after each route.

3. Buses are equipped with GPS on route buses. Contractor currently uses SyncUP GPS services.

4. All buses will be equipped with mobile tracking device SyncUP or other comparable device for parents to track the bus. (by the request of the school additional fees may apply)

5. All buses will be equipped with a strobe light to be used during pickup and drop off when inclement weather hinders visibility. The strobe light is only authorized by law to be used during inclement weather and not at all times.

6. Larger buses will be equipped with a crossing gate to guide students away from the buses when crossing in front of the bus. This allows the driver to more easily see the students and keeps them out of the "danger zone."

3.9 Advertising

State Law allows school districts to sell advertising on school buses. The Contractor will not sell any advertising space on its school buses, nor does it transfer or give up those rights to the School.

3.10 Camera Signage

Minnesota Statute §121A.585 governs the signage required on school buses when a recording system is present.

The Contractor will post this signage as required.

SECTION 4: SAFETY

4.1 Accident Reports

In the event of an accident, dispatch staff shall first notify appropriate emergency and company personnel, then a verbal report shall be made immediately to the School or its designee. A written accident report will be submitted to the School within two working days of the accident.

4.2 Safety Committee

If the School elects to establish a pupil transportation safety committee pursuant to 123B.88 Sub 3a, the school agrees to grant the Contractor a seat on that board with full voting rights to coincide with the term of this contract.

4.3 Emergency Evacuation Drills

The Contractor will perform A, B or C type evacuation drills on a rotating basis to meet the specifications set in Section 3-4 of the Minnesota School Bus Driver's Handbook in the fall and spring of the school year. Drivers will use the attached script to be read aloud to the students. A safety manager will contact the School and establish agreed upon dates for these drills. The School should communicate these dates to the students, staff, and parents well ahead of time so that students are dressed appropriately, staff is available, and parents are aware.

4.4 Professional Organization Participation

The Contractor maintains a membership with the Minnesota School Bus Operators Association. This membership helps provide valuable trade information and keeps the Contractor alert to new safety problems or solutions that other schools and contractors are experiencing.

SECTION 5 CONTRACTOR STAFFING

5.1 Driver Licensure

The Contractor will employ a sufficient number of drivers and a reasonable number of standby drivers to assure that the contracted services requested will be provided in a continuous and reliable manner. All drivers will meet the State requirements for licensure for the vehicle they are driving.

5.2 Driver Training

All Contractor drivers will be trained using the model school bus driver training program as prescribed by the Minnesota Department of Public Safety. In addition to that, the Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. Drivers will also be trained to enforce the School's Discipline philosophy for students.

5.3 Right to Reassign

Any driver not operating vehicles safely, committing moving violations, engaged in unsafe or illegal activities; making racial or sexually inappropriate comments or actions or suggestions toward staff, students, or parents; any use of or influence of alcohol, tobacco, or controlled substances, or possession of any weapon will be subject to removal from service to the School upon request.

5.4 EOE Statement

The Contractor shall be bound by all policies and rules regarding Equal Opportunity Employment and the National Affirmative Action Plan. The Contractor has certified its affirmative action plan through the Minnesota Department of Human Rights.

5.5 Controlled Substance Screening and Random Testing Program

All Contractor employees are subject to a Drug and Alcohol testing program. Drivers are subject to a program that complies with Department of Transportation regulations. Non-drivers, such as Para's and Non-Driver office personnel, are subject to a substantially similar, but Non-DOT Drug and Alcohol testing program. All Contractor employees are Pre-Employment Drug and Alcohol tested at the beginning of their employment. After that, Contractor employees are subject to a random, post-accident, and reasonable suspicion drug and alcohol testing program.

5.6 Background Checks

The Contractor complies with all requirements related to employee background checks and screening as required by MN Statute §171.321 and MN Rule 8840.5900, and all similar state and local mandates.

5.7 Evaluations

A driver supervisor or trainer shall ride with every driver at least once per year for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published route schedules.

5.8 Motor Vehicle Record Check

All Contractor Drivers have their motor vehicle records checked semi-annually throughout the school year. (Usually at the beginning of the year and then again at mid-year).

5.9 Driver and Para Continuing Education Training

Minnesota State Law requires that school bus drivers receive 8 hours per year of Continuing Education Training. Contractor Company policy requires 13 hours per year of Continuing Education Training. The Contractor hosts an eight (8) hour in-service meeting two weeks prior to the start of school and then nine (9) monthly one (1) hour meetings throughout the year. These meetings cover a variety of subjects and industry speakers are often present (State Patrol, Railroad, Insurance Company). Para's receive similar annual and monthly training, but in Aide specific areas of interest, such as student management and special needs.

5.10 Supervisor Liaison

Specifically, the Contractor shall provide a readily available supervisor to oversee vehicles, personnel, services required, and to serve as a liaison to the School staff. The Supervisor Liaison shall not be assigned to a route. The supervisor may fill in as a substitute if it does not interfere with the duties listed above.

5.11 Route Supervisors/Dispatchers

Additionally, the Contractor shall provide one or more Route Supervisors, who will dispatch buses, provide daily ongoing assistance to drivers on all school days. The Route Supervisor must be present in the dispatch office always during bus operations, ready and able to respond to emergencies.

5.12 Support Personnel

The Contractor agrees to make available sufficient staff members to perform duties of matters pertaining to safety operations, dispatch/radio operations, telephone communications and route creation and development during but not limited to times that the routes are being performed. The Contractor shall provide a comprehensive directory, which provides access to such staffing and personnel.

SECTION 6: LIABILITY ASSIGNMENT AND RELINQUISHMENT

6.1 Motor vehicle Liability Insurance

The Contractor agrees to provide and keep in force during the term of this contract motor vehicle liability insurance, property damage liability insurance, and worker's compensation insurance to protect pupils, employees, and the public. The Contractor will indemnify and hold the School harmless from any claims resulting from the provision of transportation to the students including claims involving personal injury or property damage. The Automobile Liability Insurance policies shall name the School as "additional insured" by endorsement only.

- The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per individual injury or fatality
- Commercial General Liability Insurance of one million dollars (\$1,000,000.00) per occurrence.
- The Contractor will carry property damage coverage in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.
- Umbrella Liability Insurance of \$4,000,000.

In no event shall the insurance coverage provided be less than the minimum requirements contained in Minnesota Statutes Section 65B, the Minnesota No Fault Insurance Act 65B.47, and/or any other applicable statutes relating to School bus operations or companies. A copy of the insurance coverage and endorsements in force will be furnished to the School Districts' Administrator to be kept on file at the site offices.

6.2 Hold Harmless Clauses

The Contractor assumes all related liability for accidents, its own negligence, subcontractor negligence, and the combined negligence of the Contractor and/or subcontractor.

6.2.1 Contractor Agreement

The Contractor shall indemnify and hold harmless the School from any and all claims, demands, or lawsuits against it for bodily injury or property damage arising out of the actions of the Contractor or its officers, employees or agents that are related in any way to the provision of busing services to the School's students. The Contractor shall promptly give the School notice of all such claims, demands or lawsuits. Except as otherwise required by law, the Contractor shall not compromise, settle or pay any claims or judgments arising out of the actions of the Contractor or its officers, employees or agents that are related in any way to the provision of busing services to the School's students without the express, written approval of the School or the School's insurers.

6.2.2 School Agreement

The School shall indemnify and hold harmless the Contractor from any and all claims, demands, or lawsuits against it for bodily injury or property damage arising out of the actions of the School or its officers, employees or agents that are related in any way to the provision of busing services to the School's students. The School shall promptly give the Contractor notice of all such claims, demands or lawsuits. Except as otherwise required by law, the School shall not compromise, settle or pay any claims or judgments arising out of the actions of the School or its officers, employees or agents that are related in any way to the provision of busing services to the School's students without the express, written approval of the Contractor or the Contractor's insurers.

6.3 Contractor Not an Employee or an Agent of the School

Contractor and Contractor's employees are an independent contractor of the school and shall and/or shall not be considered to be employees of the School, nor are they to be considered Agents or Officers of the School in any way.

6.4 Inability to Provide Service

In the event the Contractor is unable to provide services contracted for or the School is unable to use the services of the Contractor because of acts of God, fire, riot, war, picketing, civil commotion, unavailability of fuel, or any other similar or like conditions, the School and the Contractor shall temporarily excuse the other party from performance hereunder.

6.5 Student Migration

Charter schools exist because of school choice. Families choose schools for personal and often private reasons and students may leave the charter school, the same way they left the traditional

school district to come to the charter school. That said, the School expressly waives any offset or claim against the contractor for students leaving the School. Additionally, the Contractor expressly denies any liability for loss of per pupil revenue, grant revenue, or any other revenue in any form that the School may or might have occurred, unless due to a poor performance by Contractor.

SECTION 7: MUTUAL AGREEMENT

7.1 Compliance with Terms

Both parties have negotiated this agreement. Both parties agree to comply with the terms set forth. Both are equally responsible for the drafting hereof and no presumption shall arise there from.

7.2 Termination Clause

This contract may be amended or terminated by mutual agreement of the parties in writing upon thirty (90) days of written notice of one party to the other.

7.3 Failure to Perform

Failure or refusal of either party to substantially perform the conditions of this contract, except for School's failure to pay, may permit the other party to terminate the contract upon thirty (90) days written notice in writing to the breaching party, unless within such thirty (30) day period the breaching party shall correct the performance to the reasonable satisfaction of the other party. Neither party shall be required to accept less than full performance of this contract unless otherwise agreed to in writing by the parties. In the event of School's failure to timely make payments, Contractor may withhold services or terminate this contract if necessary.

7.4 Dispute Resolution

School and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, except default on payment to Contractor, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

SECTION 8: MISCELLANEOUS

8.1 Attorney's Fees

Should it become necessary for Contractor or School District to employ an attorney to enforce any of the conditions or covenants hereof, except disputes relating to unpaid services, each party agrees to pay its own attorney's fees. In the event that it should be necessary for Contractor to employ an attorney to collect any amount due, Contractor shall be entitled to its attorney's fees and the cost of collection.

8.2 Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. Both parties and this contract shall be governed by and will maintain

compliance with all the laws, rules and regulations of the State of Minnesota and other applicable federal laws, rules and regulations.

8.3 Severability

If any provision of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

8.4 Binding Effect

The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

8.5 Descriptive Headings

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Contractor or School District.

8.6 Construction

The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

8.7 Inability to Deliver Service

It is agreed by the parties that in the event the Contractor is unable to provide transportation services as herein specified because of acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes or any other similar condition, the School District may excuse it from performance hereunder and terminate this agreement and contract with another provider or the Contractor shall have the right to subcontract its duties until such time that Contractor can resume operations.

8.8 Non-Waiver

No indulgence, waiver, election or non-election by Contractor under this Agreement shall affect School District's duties and liabilities hereunder.

8.9 Modification

The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

8.10 Oral Agreements

Contractor and School District agree that there are no oral agreements. This Agreement and its attachments constitute the entire agreement between the parties.

8.11 Right to Assign and Subcontract

The Contractor is permitted to subcontract, with prior approval of the School Board of Woodbury Leadership Academy, part or all its duties to other bus contractors. This may include routes coming from terminals other than Contractor's. However, the School will still maintain communications through a single point at the Contractor's phone number and address, etc. The Contractor may change this contact point by notifying the School of the change in writing.

SECTION 9: COSTS AND FEES FOR SERVICES

All costs are for the initial term of the contract.

9.1 Costs for Regular to And from School Routes

For 2018—2019 school years, Woodbury Leadership Academy will use PTB Services for its transportation services. The "contractor" agrees to provide minimum of 8 buses & 1 Van The daily rate for each bus is \$200 per bus per day for a minimum of 172 school days. The total annual transportation contract for the 2018—2019 school year, for 172 school days is valued at \$300,100. The price includes all the transportation cost (Fuel, driver salaries, insurance, and administrative fees.

Payment-- the "school" agrees to pay the "contractor" for regular daily transportation services to and from school (excluding extra and additional service). The total annual contract value will be divided into ten equal payments. Woodbury Leadership Academy will make the first of the ten payments in the amount of \$30,100 on August 30th, 2018, which will cover the first month of the contract. The "school" shall pay the additional 9 payments of \$30,100 by the 30th of each month beginning on September 30th, 2018. The final payment shall be paid out by June 30th, 2019. The "contractor" will submit and send additional bill Monthly for any added services during this contract, including fuel surcharges. The 'school" shall remit monthly payments upon receipt of the additional invoices within 14 days.

9.2 Costs for Extra Time

\$55.00 per hour (billed by the quarter hour) for time over 60 minutes of live time per run. To be agreed upon mutually before any extra time is charged.

9.3 Costs for Field Trip and Charter Buses

LIVE TIME: Meaning, clock and miles starts and stops at arrival at initial pickup and departure from final drop off.

School Bus/Van pricing schedule for Charter trip buses.

\$200.00 Minimum, 2 hours included, 12 miles

\$150.00 Minimum, 2 hours included, 12 miles

\$55.00 per hour above 2, billed by the quarter hour

\$1.50 per mile above 12 miles

School bus trailer pricing schedule.

\$75.00 per trip/trailer

Cancellation policy If not included in pricing schedule.

\$125.00 if cancelled within 1 hour of the trip.
(This covers some compensation for the driver if they've arrived at the terminal from their home).

9.4 Costs for Activity Routes

\$140.00 for 1 hour of live time service. Section 9.2 Extra time rates apply after that. Available for dismissal times after take home routes are finished (if a driver can come back to the school after their route is complete and do another run).

9.5 Costs for Paras

\$30.00 per hour, minimum of 2 hours billed for Morning or Afternoon.

9.6 Costs For 2018 Summer School

90% of School year rate.

9.7 Payment Schedule for Regular Routes

Regular routes will be billed in 10 equal payments according to the following schedule

Due	Payment
8/30/18	1
9/30/18	2
10/30/18	3
11/30/18	4
12/30/18	5
1/30/19	6
2/28/19	7
3/30/19	8
4/30/19	9
5/30/19	10

9.8 Payment for All Other Services

All other services, including Charters, Trailers, Para's, etc. will be billed at the end of the month. Invoices for the current month shall be billed for routes prior to the end of that month. Payment shall be received by contractor for those payments due no later than the 10th of the following month.

9.9 Finance Charges

Unpaid invoices will incur a late fee of 1.5% of the unpaid balance per month.

9.10 Fuel Clause

A base fuel price of \$3.50 per gallon, excluding the federal excise tax of .2448, will be used. Any costs exceeding the base price including an increase in state taxes or fees, shall be the financial responsibility of the School, and shall be determined based on all miles traveled in performance of

the School's routes divided by an average of 6.0 miles per gallon. All excess fuel costs above the \$3.50 per gallon will be computed by the Contractor and will be billed to the school monthly.

IN WITNESS WHEREOF, the parties hereto described as Contractor and School have executed this Agreement as of the day and year first written above.

Contractor:

TBA

By: _____

TBA

Its: CEO

Date: _____, 2018

School:

WOODBURY LEADERSHIP ACADEMY

A Minnesota Independent School District

By: _____

Its: Chairperson of the Board

Date: _____, 2018

By: _____

Its: Treasurer of the Board

Date: _____, 2018

By: _____

Its: Executive Director

Date: _____

REGULAR Education Transportation Contract

Between

**Woodbury Leadership Academy
8089 Globe Dr, Woodbury, MN 55125**

and

Pride Transportation Bus Services LLC.

TBA

Effective: July 1, 2018

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School Bus Transportation Contract

In accordance with Minnesota Statutes, 123B.52, subdivision 3, this Agreement is made and entered into this _____ day of _____, 2018 by and between Woodbury Leadership Academy, School District 833, 622 and woodbury, (hereinafter referred to as "Woodbury Leadership Academy", "School District", or "School") and Pride Transportation Bus Services LLC. (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, Woodbury Leadership Academy is an Independent School District organized in the State of Minnesota and needs transportation services for its students, and sometimes staff, in the ordinary course of its operations to and from school and for field trips. This includes those "school bus operations" as defined by 49 CFR 390.5; and

WHEREAS, Woodbury Leadership Academy has reviewed a quotation from the Contractor and other potential contractors pursuant to Minnesota Statute §123B.52, Subd 3 and through direct negotiations has determined that the Contractor will provide the best value to the School District; and

WHEREAS, Woodbury Leadership Academy desires to hire Contractor to fulfill its transportation needs according to the terms and conditions as contained herein; and

WHEREAS, Contractor desires to transport Woodbury Leadership Academy according to the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1: INTRODUCTION OF TERMS AND PARTIES

1.1 Definition of Parties

Woodbury Leadership Academy, a Minnesota Independent Public School, hereupon and otherwise noted by the term School, located 8089 Globe Dr, Woodbury, MN 55125, agrees to enter into a transportation service contract with Pride Transportation Bus Services LLC., hereupon and also noted as the Contractor and located at Pride Transportation Bus Services LLC.

1.2 Designation of Authorized Agents

_____, _____ of the Woodbury Leadership Academy is designated as the exclusive agent of the School regarding financial and contractual concerns for all communications between the School and the Contractor until further notice. Additionally, Pride Transportation Bus Services LLC. is designated as the exclusive agent of the Contractor until further notice.

1.3 Notice to Parties

Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows. In the event that School District must enact and serve legal process to the Contractor, the only authorized place of service is below in this section. Bus Drivers, Dispatchers,

family, and other site personnel are not authorized to accept service of a legal document. If to Contractor to: Pride Transportation Bus Services LLC & 45 Ivy Ave West St. Paul MN, 55117:

If to School District to:

Woodbury Leadership Academy
8089 Globe Dr, Woodbury, MN 55125
(651) 539-2641

1.4 Term of Contract

It is mutually agreed and understood by and between the parties hereto that the initial term of this contract will be for one (2) school year commencing on July 1, 2018, and ending on June 30, 2020, but extended to include summer school during 2018 should the summer school session run beyond June 30, 2019. The rate of compensation for the 2019 summer school appears in Section 9. The rate for the 2018-19 school year appears in Section 9.

SECTION 2: SCHOOL RESPONSIBILITIES

2.1 Statutory Safety Director

Pursuant and in compliance with Minnesota Statute §123B.91 Subd 2 the School District shall appoint a School transportation safety director. This person shall not be an employee or agent of the Contractor but will work in conjunction with the Contractor to maximize pupil safety. This person's contact information shall be filled in and returned to Contractor.

2.2 School Closings

When closures occur, the Contractor will still be entitled to bill the school for the day's service at a rate of 50% of the normal daily rate. However, should the day be replaced with another day, that added day will only be billed at 50% of the normal daily rate.

2.3 Decision to Close School and Communications

Emergency School closings may occur due to inclement weather conditions or situations of concern. The School has the ultimate decision to either cancel or run school but must factor in Contractor's recommendation AND neighboring districts status. SCHOOL IS RESPONSIBLE FOR NOTIFYING THE MEDIA OF CLOSURES. School shall notify Contractor of intent to cancel at least two (2) hours prior to morning drop-off time.

2.4 Contact Information for Decision Maker

In addition, the Contractor requires emergency contact information for each School director or person (s) responsible for making the decision to close school. This information is requested upon execution of the contract. To be entered into and returned to Contractor.

2.5 Student Data and Routing

The School District will provide student data and enrollment information for the Contractor at the beginning of the year to the Contractor no later than three full weeks prior to the start of school, to allow the Contractor to establish safe and convenient bus stops and establish transportation routes for all students designated by the School to be transported.

In the event of students with severe medical issues such as asthma, chronic seizures, weakness of heart, or students with "Do Not Resuscitate Orders," etc. the School agrees to furnish the Contractor with information of such nature. The information shall be kept confidential in accordance with the state of Minnesota rules pertaining to student data privacy (Chapter 13 of Minnesota statutes and Section 34 of the Federal Code of Regulations). Information shall only be used in circumstances of dire emergency and to aid the Contractor's safety staff in responding to emergencies.

2.6 Route Change Request

Once established, routes will not be changed during the first two weeks of school, unless approved by the Contractor. All stop change requests, enrollment changes, and student data changes, must be submitted in writing or via e-mail to the Contractor and will be implemented once per week, unless there is an emergency need.

2.7 Transportation Boundaries

The boundaries of this contracted transportation service shall be established and agreed upon and shall be set forth by mutual agreement. The School shall be responsible for ensuring that boundaries and zones comply with Minnesota Statute §123B.88 Subd 1 and any other applicable laws and/or funding requirements.

2.8 Facilities and Load Zone

The School agrees to maintain in good condition, an area free of clutter, ice, or debris, and other safety hazards, and vehicles will not be allowed to park in a designated loading area during the morning drop off, and load times of the school buses. This load zone shall comply with §123B.885 to the extent that the School is economically capable. It should be noted that most Contractor's school buses are Diesel powered. If any idling is causing a problem the School shall notify the contractor as soon as possible.

2.9 School Staffing and Support

The School shall provide a transportation liaison that is knowledgeable in the building's transportation bus routes and the children along with the children's parents/guardians. The School agrees to furnish staff with reasonable accessibility during the times in which the routes are running and an after-hour contact number for emergencies and/or for extreme disciplinary issues. This After Hour and During Route contact information shall be entered and returned to Contractor.

2.10 Safe and Proper Loading of Students

The School shall provide a staff member to meet the buses outside and in the Load Zone for 15 minutes prior to bell time (when the buses are arriving) in the morning and again outside and in the Load Zone from dismissal time until the buses have left in the afternoon.

The School will be responsible for the safe loading of all students on their correct bus each afternoon and will further identify all Kindergarten and 1st Grade students with a "bus tag" stating all information pertinent to safely transporting these students to their correct stop. This information shall include but not be limited to the student's name, grade, and bus stop. The student must have this information on his/her person (i.e. in the back pack or pinned to the inside of jacket) while riding the school bus. This is especially important during the first two weeks of school, during a route change for the student, or a student who is particularly quiet or to whom English is a second language.

2.11 Student Incident Tracking

The School agrees to have a designated staff member access the Bus Conduct website and read all outstanding reports, discipline Students, communicate those disciplinary actions to Parents, and notify Contractor of those disciplinary actions, along with any actions required by the Contractor staff, through the Bus Conduct system and/or an email or a phone call NO LESS THAN ONCE PER DAY THAT SCHOOL IS IN SESSION.

2.12 One Hour Safety Training for Students

The School agrees to provide all students with riding privileges, a classroom session of no less than One Hour on School Bus Safety Training covering items suggested by the state in Minnesota Statute §123B.90. The Contractor will provide information to the School if requested.

2.13 Special Education Services and Child Restraint Laws

In accordance with Minnesota Chapter 8840 Special Education Transportation, no student being transported on a regular education vehicle shall be restrained unless properly requested in said student's Individual Educational Plan. In addition, in compliance to Child Restraint laws H.F. 735 section 2, any students under the age of 4 years must be appropriately secured or restrained as applicable under this law. The Contractor is not responsible for providing car seats, booster seats, or other necessary apparatus. In the event appropriate CRS is needed, the Contractor may provide feasible equipment for seatbelts at an additional cost to the School.

2.14 Student Behavior and School Officials Responsibilities

Student behavior is always the main concern for the School and Contractor. In addition to classroom training and evacuation drills as required by law, the School shall establish expectations of student behavior in its student handbook. A recommended practice is to send home a "Parent/Student Transportation Contract". Students and parents should read and understand the rules for a safe school bus ride and sign and return the Parent/Student Contract to the school. These established expectations for Parents and Students and sets the tone for a safe bussing experience.

2.15 Bus Transportation Privilege Not a Right

Minnesota Statute §121A.59 provides that School Bus Transportation is a privilege and not a right and may be revoked any time for violation or bus safety or conduct policies. The School shall adopt a policy that complies with this law and work with the Contractor to enforce that policy accordingly. Only School personnel or Contractor management (not bus drivers) can remove or eject a student or suspend bus privileges of students. The Contractor reserves the right to refuse transportation both permanently and temporarily to students for persistently not adhering to behavior guidelines or egregiously dangerous behavior. It should be noted that students suspended from the bus are not an exclusion, expulsion, or suspension under the

Pupil Fair Dismissal Act. (Revocation procedures for a student who is an individual with a disability under the Individuals with Disabilities Education Act, United States Code, title 20, section 1400 et seq., section 504 of the Rehabilitation Act of 1973, United States Code, title 29, section 504 of the Rehabilitation Act of Law 101-336, are governed by these provisions). Pursuant to this statute, the Contractor has provided a guide and a written policy regarding behavior guidelines concerning transportation and the consequences that should be followed by the School. For example, Students are expected to be at their bus stops five minutes prior to the designated pickup time. By accepting and executing this contract, the School has agreed to adopt this as their formal written policy, or will provide an alternative similar written School policy.

2.16 Students CANNOT Be Left at Bus Stop

Additionally, it should be noted that regardless if a student is suspended from riding the bus, if they appear at the stop in the morning, the driver must transport them to school, unless a parent is present at the stop. The reason for this is safety related.

The Contractor cannot be responsible for leaving a student at the bus stop who might not have access to his or her home and/or proper adult supervision. Therefore, the driver will deliver the student to school, where the parent and student can be appropriately dealt with by School officials.

2.17 Bus Aides

In the event that student behavior becomes a serious issue and the driver is unable to provide a safe ride home because of the continuous safety violations/infractions, the Contractor will provide bus aide when deemed necessary with cost to the School.

2.18 Suspension or Cancellation of a Route

If student behavior persists, the Contractor or School reserves the right to suspend or cancel service on an entire route, until such time that a bus aide or parent volunteer can be provided, a meeting with the parents is held, or the behavior issues are addressed.

2.19 Bus Passes and Record Keeping

Students shall only be allowed to ride their regularly scheduled route and only allowed to get on or off at their regularly scheduled stop. Should the student require a temporary ride home, a standardized form (Not a note from Mom) shall be issued by the office to the student. The office shall keep a log of the bus passes issued with Student, route, date, and reason information. The student shall provide the form to the driver upon boarding the bus. The reason for this is: if there is a catastrophic event, the driver can provide a route list, along with the bus passes for the day to emergency personnel of who might reasonably be expected to be on the bus. Along those same lines, the Contractor and/or School can provide a copy of the route sheet with student data along with the log sheet to account for who might reasonably be expected to be on the route.

2.20 Parents Riding the Bus

Only students are allowed to ride the school bus. However, Parents sometimes will request to ride in or home with their student. This often happens if a parent feels their student is being picked on by other students and is often a recipe for disaster. Therefore, the School shall not allow anyone but students to ride the bus to and from school. The exception to this is if a parent is a school volunteer who has been trained and had his/her background checked. This trained volunteer shall keep the safety of the entire bus in mind and not single out the behavior of any one student or group of students.

2.21 Audio/Video Policy

Many of the Contractor's School Busses are equipped with an Audio Video recording device that helps minimize student behavior issues. The school shall adopt into its policies an Audio/Video that complies with all applicable laws and best practices recommended by the State of Minnesota. Including, but not limited to delegation of responsibility to personnel, access by specific personnel,

guidelines for use, use of recorded documentation, destruction of records, care and security of recordings and equipment, and parent/student/driver/para/administrator screening.

2.22 School Calendar

The School shall, prior to the term of this contract, establish a calendar for the upcoming school year. School shall be held for a minimum of 172 billable route days.

2.23 Bell Times

The School shall establish a starting bell time of 8:00 a.m. with scheduled drop off times by 7:45a.m. The school shall establish an ending bell time of 2:30p.m., with a scheduled departure time no later than 2:35p.m.

SECTION 3: CONTRACTOR RESPONSIBILITIES

3.1 Routing Services

Careful planning will be done to ensure that students spend no more than 60 minutes on the bus each day, coming to or traveling home from school. In the event that a route must exceed 60 minutes, the Contractor will work with the School to weigh the benefits of extending a route vs. adding another route.

3.2 High Standard Routing System

The Contractor uses a computerized student database and routing system called Traversa. Student data submitted by the School is kept confidential and used for the express purpose of providing the safest transportation possible. Student's names, addresses, telephone numbers, etc. are safeguarded in our servers. All data has limited access and is properly protected.

Route copies shall be provided to the School upon request. All work data with regards to routing is considered to be part of the comprehensive services provided by the Contractor and therefore proprietary data and intellectual property of the Contractor.

3.3 Corner Stops

The Contractor will establish stops using the following priority for placement of stops:

1. Safety,
2. Benefit of all students,
3. Cost to the School,
4. Convenience.

Stops shall be placed at intersections when possible. This maximizes safety for the following reasons:

1. Traditionally intersections are more likely to be salted/sanded to allow other drivers to safely stop.
2. Drivers expect to stop at intersections, but not necessarily in the middle of the block.
3. Intersections are more likely to have street lighting.
4. Intersections are designed by city engineers to have sight lines clear of obstructions
5. Substitute drivers are more safely able to locate a reflective street sign while keeping an eye on the road than find a particular address on a house.

3.4 Beginning of the Year

The Contractor shall work with the school to establish safe and efficient routes according to the timeline above. Two weeks prior to school start, the Contractor shall mail postcards to Students that provides their Bus Stop information, Bus Safety Rules, Bus Company contact information, and School contact information. Bus Stops shall not change for the first two weeks of school, except in the case of an emergency. New students will have to go to an existing stop until route changes can go into effect on the third week of school. Contractor will have a representative at the beginning of the school year open-house.

3.5 Routing on Private Property & Cul-de-sacs

The Contractor will provide route service to and from school using public streets and thoroughfares only. Due to property liability, school buses will not be routed such that they need to travel on private property including apartment drives, townhome complexes, private driveways or parking lots. In addition, full-size buses will not be routed in such a manner as to require a bus to back-up to turn around, such as cul-de-sacs or dead end streets. These types of services may require a smaller special needs type vehicle.

3.6 Special Ed Bus Stops & Corner Stop Preference

Students with disabilities shall be picked up immediately in front or as near as possible to the home. In addition, all bus stops need to be established at the closest corner to their house address. However, consideration for safety shall trump convenience when evaluating all stop placements.

3.7 School Buses

In performing services for the School, the Contractor specifically agrees to furnish School busses conforming to all applicable state and federal laws, rules and regulations sufficient in number to perform the services contracted for. All equipment used by the Contractor shall be maintained and checked on a regular schedule as required by Minnesota Statute §169.451. This also includes a pre-trip and post-trip inspection on a daily basis.

3.8 Safety Equipment and Accessories

All buses will be equipped with safety devices as may be required by laws or rules of the State of Minnesota pertaining to School buses.

1. All vehicles must be equipped with working two-way radio equipment. The radio system must be reasonable to provide effective communication between the home office and other vehicles enroute. This is especially important to respond to questions regarding students enroute from the School.
2. All buses will be equipped with an electronic device that requires the driver to walk to the back of the bus to check for the students after each route.
3. Buses are equipped with GPS on route buses. Contractor currently uses SyncUP GPS services.
4. All buses will be equipped with mobile tracking device SyncUP or other comparable device for parents to track the bus. (by the request of the school additional fees may apply)
5. All buses will be equipped with a strobe light to be used during pickup and drop off when inclement weather hinders visibility. The strobe light is only authorized by law to be used during inclement weather and not at all times.

6. Larger buses will be equipped with a crossing gate to guide students away from the buses when crossing in front of the bus. This allows the driver to more easily see the students and keeps them out of the "danger zone."

3.9 Advertising

State Law allows school districts to sell advertising on school buses. The Contractor will not sell any advertising space on its school buses, nor does it transfer or give up those rights to the School.

3.10 Camera Signage

Minnesota Statute §121A.585 governs the signage required on school buses when a recording system is present.

The Contractor will post this signage as required.

SECTION 4: SAFETY

4.1 Accident Reports

In the event of an accident, dispatch staff shall first notify appropriate emergency and company personnel, then a verbal report shall be made immediately to the School or its designee. A written accident report will be submitted to the School within two working days of the accident.

4.2 Safety Committee

If the School elects to establish a pupil transportation safety committee pursuant to 123B.88 Sub 3a, the school agrees to grant the Contractor a seat on that board with full voting rights to coincide with the term of this contract.

4.3 Emergency Evacuation Drills

The Contractor will perform A, B or C type evacuation drills on a rotating basis to meet the specifications set in Section 3-4 of the Minnesota School Bus Driver's Handbook in the fall and spring of the school year. Drivers will use the attached script to be read aloud to the students. A safety manager will contact the School and establish agreed upon dates for these drills. The School should communicate these dates to the students, staff, and parents well ahead of time so that students are dressed appropriately, staff is available, and parents are aware.

4.4 Professional Organization Participation

The Contractor maintains a membership with the Minnesota School Bus Operators Association. This membership helps provide valuable trade information and keeps the Contractor alert to new safety problems or solutions that other schools and contractors are experiencing.

SECTION 5 CONTRACTOR STAFFING

5.1 Driver Licensure

The Contractor will employ a sufficient number of drivers and a reasonable number of standby drivers to assure that the contracted services requested will be provided in a continuous and reliable manner. All drivers will meet the State requirements for licensure for the vehicle they are driving.

5.2 Driver Training

All Contractor drivers will be trained using the model school bus driver training program as prescribed by the Minnesota Department of Public Safety. In addition to that, the Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. Drivers will also be trained to enforce the School's Discipline philosophy for students.

5.3 Right to Reassign

Any driver not operating vehicles safely, committing moving violations, engaged in unsafe or illegal activities; making racial or sexually inappropriate comments or actions or suggestions toward staff, students, or parents; any use of or influence of alcohol, tobacco, or controlled substances, or possession of any weapon will be subject to removal from service to the School upon request.

5.4 EOE Statement

The Contractor shall be bound by all policies and rules regarding Equal Opportunity Employment and the National Affirmative Action Plan. The Contractor has certified its affirmative action plan through the Minnesota Department of Human Rights.

5.5 Controlled Substance Screening and Random Testing Program

All Contractor employees are subject to a Drug and Alcohol testing program. Drivers are subject to a program that complies with Department of Transportation regulations. Non-drivers, such as Para's and Non-Driver office personnel, are subject to a substantially similar, but Non-DOT Drug and Alcohol testing program. All Contractor employees are Pre-Employment Drug and Alcohol tested at the beginning of their employment. After that, Contractor employees are subject to a random, post-accident, and reasonable suspicion drug and alcohol testing program.

5.6 Background Checks

The Contractor complies with all requirements related to employee background checks and screening as required by MN Statute §171.321 and MN Rule 8840.5900, and all similar state and local mandates.

5.7 Evaluations

A driver supervisor or trainer shall ride with every driver at least once per year for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published route schedules.

5.8 Motor Vehicle Record Check

All Contractor Drivers have their motor vehicle records checked semi-annually throughout the school year. (Usually at the beginning of the year and then again at mid-year).

5.9 Driver and Para Continuing Education Training

Minnesota State Law requires that school bus drivers receive 8 hours per year of Continuing Education Training. Contractor Company policy requires 13 hours per year of Continuing Education Training. The Contractor hosts an eight (8) hour in-service meeting two weeks prior to the start of school and then nine (9) monthly one (1) hour meetings throughout the year. These meetings cover a variety of subjects and industry speakers are often present (State Patrol, Railroad, Insurance Company). Para's receive similar annual and monthly training, but in Aide specific areas of interest, such as student management and special needs.

5.10 Supervisor Liaison

Specifically, the Contractor shall provide a readily available supervisor to oversee vehicles, personnel, services required, and to serve as a liaison to the School staff. The Supervisor Liaison shall not be assigned to a route. The supervisor may fill in as a substitute if it does not interfere with the duties listed above.

5.11 Route Supervisors/Dispatchers

Additionally, the Contractor shall provide one or more Route Supervisors, who will dispatch buses, provide daily ongoing assistance to drivers on all school days. The Route Supervisor must be present in the dispatch office always during bus operations, ready and able to respond to emergencies.

5.12 Support Personnel

The Contractor agrees to make available sufficient staff members to perform duties of matters pertaining to safety operations, dispatch/radio operations, telephone communications and route creation and development during but not limited to times that the routes are being performed. The Contractor shall provide a comprehensive directory, which provides access to such staffing and personnel.

SECTION 6: LIABILITY ASSIGNMENT AND RELINQUISHMENT

6.1 Motor vehicle Liability Insurance

The Contractor agrees to provide and keep in force during the term of this contract motor vehicle liability insurance, property damage liability insurance, and worker's compensation insurance to protect pupils, employees, and the public. The Contractor will indemnify and hold the School harmless from any claims resulting from the provision of transportation to the students including claims involving personal injury or property damage. The Automobile Liability Insurance policies shall name the School as "additional insured" by endorsement only.

- The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per individual injury or fatality
- Commercial General Liability Insurance of one million dollars (\$1,000,000.00) per occurrence.
- The Contractor will carry property damage coverage in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.
- Umbrella Liability Insurance of \$4,000,000.

In no event shall the insurance coverage provided be less than the minimum requirements contained in Minnesota Statutes Section 65B, the Minnesota No Fault Insurance Act 65B.47, and/or any other applicable statutes relating to School bus operations or companies. A copy of the insurance coverage and endorsements in force will be furnished to the School Districts' Administrator to be kept on file at the site offices.

6.2 Hold Harmless Clauses

The Contractor assumes all related liability for accidents, its own negligence, subcontractor negligence, and the combined negligence of the Contractor and/or subcontractor.

6.2.1 Contractor Agreement

The Contractor shall indemnify and hold harmless the School from any and all claims, demands, or lawsuits against it for bodily injury or property damage arising out of the actions of the Contractor or its officers, employees or agents that are related in any way to the provision of busing services to the School's students. The Contractor shall promptly give the School notice of all such claims, demands or lawsuits. Except as otherwise required by law, the Contractor shall not compromise, settle or pay any claims or judgments arising out of the actions of the Contractor or its officers, employees or agents that are related in any way to the provision of busing services to the School's students without the express, written approval of the School or the School's insurers.

6.2.2 School Agreement

The School shall indemnify and hold harmless the Contractor from any and all claims, demands, or lawsuits against it for bodily injury or property damage arising out of the actions of the School or its officers, employees or agents that are related in any way to the provision of busing services to the School's students. The School shall promptly give the Contractor notice of all such claims, demands or lawsuits. Except as otherwise required by law, the School shall not compromise, settle or pay any claims or judgments arising out of the actions of the School or its officers, employees or agents that are related in any way to the provision of busing services to the School's students without the express, written approval of the Contractor or the Contractor's insurers.

6.3 Contractor Not an Employee or an Agent of the School

Contractor and Contractor's employees are an independent contractor of the school and shall and/or shall not be considered to be employees of the School, nor are they to be considered Agents or Officers of the School in any way.

6.4 Inability to Provide Service

In the event the Contractor is unable to provide services contracted for or the School is unable to use the services of the Contractor because of acts of God, fire, riot, war, picketing, civil commotion, unavailability of fuel, or any other similar or like conditions, the School and the Contractor shall temporarily excuse the other party from performance hereunder.

6.5 Student Migration

Charter schools exist because of school choice. Families choose schools for personal and often private reasons and students may leave the charter school, the same way they left the traditional

school district to come to the charter school. That said, the School expressly waives any offset or claim against the contractor for students leaving the School. Additionally, the Contractor expressly denies any liability for loss of per pupil revenue, grant revenue, or any other revenue in any form that the School may or might have occurred, unless due to a poor performance by Contractor.

SECTION 7: MUTUAL AGREEMENT

7.1 Compliance with Terms

Both parties have negotiated this agreement. Both parties agree to comply with the terms set forth. Both are equally responsible for the drafting hereof and no presumption shall arise there from.

7.2 Termination Clause

This contract may be amended or terminated by mutual agreement of the parties in writing upon thirty (90) days of written notice of one party to the other.

7.3 Failure to Perform

Failure or refusal of either party to substantially perform the conditions of this contract, except for School's failure to pay, may permit the other party to terminate the contract upon thirty (90) days written notice in writing to the breaching party, unless within such thirty (30) day period the breaching party shall correct the performance to the reasonable satisfaction of the other party. Neither party shall be required to accept less than full performance of this contract unless otherwise agreed to in writing by the parties. In the event of School's failure to timely make payments, Contractor may withhold services or terminate this contract if necessary.

7.4 Dispute Resolution

School and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, except default on payment to Contractor, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

SECTION 8: MISCELLANEOUS

8.1 Attorney's Fees

Should it become necessary for Contractor or School District to employ an attorney to enforce any of the conditions or covenants hereof, except disputes relating to unpaid services, each party agrees to pay its own attorney's fees. In the event that it should be necessary for Contractor to employ an attorney to collect any amount due, Contractor shall be entitled to its attorney's fees and the cost of collection.

8.2 Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. Both parties and this contract shall be governed by and will maintain

compliance with all the laws, rules and regulations of the State of Minnesota and other applicable federal laws, rules and regulations.

8.3 Severability

If any provision of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

8.4 Binding Effect

The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

8.5 Descriptive Headings

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Contractor or School District.

8.6 Construction

The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

8.7 Inability to Deliver Service

It is agreed by the parties that in the event the Contractor is unable to provide transportation services as herein specified because of acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes or any other similar condition, the School District may excuse it from performance hereunder and terminate this agreement and contract with another provider or the Contractor shall have the right to subcontract its duties until such time that Contractor can resume operations.

8.8 Non-Waiver

No indulgence, waiver, election or non-election by Contractor under this Agreement shall affect School District's duties and liabilities hereunder.

8.9 Modification

The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

8.10 Oral Agreements

Contractor and School District agree that there are no oral agreements. This Agreement and its attachments constitute the entire agreement between the parties.

8.11 Right to Assign and Subcontract

The Contractor is permitted to subcontract, with prior approval of the School Board of Woodbury Leadership Academy, part or all its duties to other bus contractors. This may include routes coming from terminals other than Contractor's. However, the School will still maintain communications through a single point at the Contractor's phone number and address, etc. The Contractor may change this contact point by notifying the School of the change in writing.

SECTION 9: COSTS AND FEES FOR SERVICES

All costs are for the initial term of the contract.

9.1 Costs for Regular to And from School Routes

For 2018—2019 school years, Woodbury Leadership Academy will use PTB Services for its transportation services. **The "contractor" agrees to provide minimum of 8 buses & 1 Van The daily rate for each bus is \$200 per bus per day for a minimum of 172 school days. The total annual transportation contract for the 2018—2019 school year, for 172 school days is valued at \$300,100.** The price includes all the transportation cost (Fuel, driver salaries, insurance, and administrative fees.

Payment-- the "school" agrees to pay the "contractor" for regular daily transportation services to and from school (excluding extra and additional service). The total annual contract value will be **divided into ten equal payments. Woodbury Leadership Academy will make the first of the ten payments in the amount of \$30,100 on August 30th, 2018, which will cover the first month of the contract. The "school" shall pay the additional 9 payments of \$30,100 by the 30th of each month beginning on September 30th, 2018. The final payment shall be paid out by June 30th, 2019.** The "contractor" will submit and send additional bill Monthly for any added services during this contract, including fuel surcharges. The 'school" shall remit monthly payments upon receipt of the additional invoices within 14 days.

9.2 Costs for Extra Time

\$55.00 per hour (billed by the quarter hour) for time over 60 minutes of live time per run. To be agreed upon mutually before any extra time is charged.

9.3 Costs for Field Trip and Charter Buses

LIVE TIME: Meaning, clock and miles starts and stops at arrival at initial pickup and departure from final drop off.

School Bus/Van pricing schedule for Charter trip buses.

\$200.00 Minimum, 2 hours included, 12 miles
\$150.00 Minimum, 2 hours included, 12 miles
\$55.00 per hour above 2, billed by the quarter hour
\$1.50 per mile above 12 miles

School bus trailer pricing schedule.

\$75.00 per trip/trailer

Cancellation policy If not included in pricing schedule.

\$125.00 if cancelled within 1 hour of the trip.
(This covers some compensation for the driver if they've arrived at the terminal from their home).

9.4 Costs for Activity Routes

\$140.00 for 1 hour of live time service. Section 9.2 Extra time rates apply after that. Available for dismissal times after take home routes are finished (if a driver can come back to the school after their route is complete and do another run).

9.5 Costs for Paras

\$30.00 per hour, minimum of 2 hours billed for Morning or Afternoon.

9.6 Costs For 2018 Summer School

90% of School year rate.

9.7 Payment Schedule for Regular Routes

Regular routes will be billed in 10 equal payments according to the following schedule

Due	Payment
8/30/18	1
9/30/18	2
10/30/18	3
11/30/18	4
12/30/18	5
1/30/19	6
2/28/19	7
3/30/19	8
4/30/19	9
5/30/19	10

9.8 Payment for All Other Services

All other services, including Charters, Trailers, Para's, etc. will be billed at the end of the month. Invoices for the current month shall be billed for routes prior to the end of that month. Payment shall be received by contractor for those payments due no later than the 10th of the following month.

9.9 Finance Charges

Unpaid invoices will incur a late fee of 1.5% of the unpaid balance per month.

9.10 Fuel Clause

A base fuel price of \$3.50 per gallon, excluding the federal excise tax of .2448, will be used. Any costs exceeding the base price including an increase in state taxes or fees, shall be the financial responsibility of the School, and shall be determined based on all miles traveled in performance of

the School's routes divided by an average of 6.0 miles per gallon. All excess fuel costs above the \$3.50 per gallon will be computed by the Contractor and will be billed to the school monthly.

IN WITNESS WHEREOF, the parties hereto described as Contractor and School have executed this Agreement as of the day and year first written above.

Contractor:

TBA

By: _____

TBA

Its: CEO

Date: _____, 2018

School:

WOODBURY LEADERSHIP ACADEMY
A Minnesota Independent School District

By: _____

Its: Chairperson of the Board

Date: _____, 2018

By: _____

Its: Treasurer of the Board

Date: _____, 2018

By: _____

Its: Executive Director

Date: _____

5.2 Driver Training

All Contractor drivers will be trained using the model school bus driver training program as prescribed by the Minnesota Department of Public Safety. In addition to that, the Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. Drivers will also be trained to enforce the School's Discipline philosophy for students.

5.3 Right to Reassign

Any driver not operating vehicles safely, committing moving violations, engaged in unsafe or illegal activities; making racial or sexually inappropriate comments or actions or suggestions toward staff, students, or parents; any use of or influence of alcohol, tobacco, or controlled substances, or possession of any weapon will be subject to removal from service to the School upon request.

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The Contractor shall be bound by all policies and rules regarding Equal Opportunity Employment and the National Affirmative Action Plan. The Contractor has certified its affirmative action plan through the Minnesota Department of Human Rights.

5.5 Controlled Substance Screening and Random Testing Program

All Contractor employees are subject to a Drug and Alcohol testing program. Drivers are subject to a program that complies with Department of Transportation regulations. Non-drivers, such as Para's and Non-Driver office personnel, are subject to a substantially similar, but Non-DOT Drug and Alcohol testing program. All Contractor employees are Pre-Employment Drug and Alcohol tested at the beginning of their employment. After that, Contractor employees are subject to a random, post-accident, and reasonable suspicion drug and alcohol testing program.

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The Contractor complies with all requirements related to employee background checks and screening as required by MN Statute §171.321 and MN Rule 8840.5900, and all similar state and local mandates.

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A driver supervisor or trainer shall ride with every driver at least once per year for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published route schedules.

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All Contractor Drivers have their motor vehicle records checked semi-annually throughout the school year. (Usually at the beginning of the year and then again at mid-year).

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5.11 Route Supervisors/Dispatchers

Additionally, the Contractor shall provide one or more Route Supervisors, who will dispatch buses, provide daily ongoing assistance to drivers on all school days. The Route Supervisor must be present in the dispatch office always during bus operations, ready and able to respond to emergencies.

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The Contractor agrees to make available sufficient staff members to perform duties of matters pertaining to safety operations, dispatch/radio operations, telephone communications and route creation and development during but not limited to times that the routes are being performed. The Contractor shall provide a comprehensive directory, which provides access to such staffing and personnel.

SECTION 6: LIABILITY ASSIGNMENT AND RELINQUISHMENT

6.1 Motor vehicle Liability Insurance

The Contractor agrees to provide and keep in force during the term of this contract motor vehicle liability insurance, property damage liability insurance, and worker's compensation insurance to protect pupils, employees, and the public. The Contractor will indemnify and hold the School harmless from any claims resulting from the provision of transportation to the students including claims involving personal injury or property damage. The Automobile Liability Insurance policies shall name the School as "additional insured" by endorsement only.

- The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per individual injury or fatality
- Commercial General Liability Insurance of one million dollars (\$1,000,000.00) per occurrence.
- The Contractor will carry property damage coverage in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.
- Umbrella Liability Insurance of \$4,000,000.

In no event shall the insurance coverage provided be less than the minimum requirements contained in Minnesota Statutes Section 65B, the Minnesota No Fault Insurance Act 65B.47, and/or any other applicable statutes relating to School bus operations or companies. A copy of the insurance coverage and endorsements in force will be furnished to the School Districts' Administrator to be kept on file at the site offices.

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The Contractor assumes all related liability for accidents, its own negligence, subcontractor negligence, and the combined negligence of the Contractor and/or subcontractor.

6.2.1 Contractor Agreement

The Contractor shall indemnify and hold harmless the School from any and all claims, demands, or lawsuits against it for bodily injury or property damage arising out of the actions of the Contractor or its officers, employees or agents that are related in any way to the provision of busing services to the School's students. The Contractor shall promptly give the School notice of all such claims, demands or lawsuits. Except as otherwise required by law, the Contractor shall not compromise, settle or pay any claims or judgments arising out of the actions of the Contractor or its officers, employees or agents that are related in any way to the provision of busing services to the School's students without the express, written approval of the School or the School's insurers.

6.2.2 School Agreement

The School shall indemnify and hold harmless the Contractor from any and all claims, demands, or lawsuits against it for bodily injury or property damage arising out of the actions of the School or its officers, employees or agents that are related in any way to the provision of busing services to the School's students. The School shall promptly give the Contractor notice of all such claims, demands or lawsuits. Except as otherwise required by law, the School shall not compromise, settle or pay any claims or judgments arising out of the actions of the School or its officers, employees or agents that are related in any way to the provision of busing services to the School's students without the express, written approval of the Contractor or the Contractor's insurers.

6.3 Contractor Not an Employee or an Agent of the School

Contractor and Contractor's employees are an independent contractor of the school and shall and/or shall not be considered to be employees of the School, nor are they to be considered Agents or Officers of the School in any way.

6.4 Inability to Provide Service

In the event the Contractor is unable to provide services contracted for or the School is unable to use the services of the Contractor because of acts of God, fire, riot, war, picketing, civil commotion, unavailability of fuel, or any other similar or like conditions, the School and the Contractor shall temporarily excuse the other party from performance hereunder.

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Charter schools exist because of school choice. Families choose schools for personal and often private reasons and students may leave the charter school, the same way they left the traditional

school district to come to the charter school. That said, the School expressly waives any offset or claim against the contractor for students leaving the School. Additionally, the Contractor expressly denies any liability for loss of per pupil revenue, grant revenue, or any other revenue in any form that the School may or might have occurred, unless due to a poor performance by Contractor.

SECTION 7: MUTUAL AGREEMENT

7.1 Compliance with Terms

Both parties have negotiated this agreement. Both parties agree to comply with the terms set forth. Both are equally responsible for the drafting hereof and no presumption shall arise there from.

7.2 Termination Clause

This contract may be amended or terminated by mutual agreement of the parties in writing upon thirty (90) days of written notice of one party to the other.

7.3 Failure to Perform

Failure or refusal of either party to substantially perform the conditions of this contract, except for School's failure to pay, may permit the other party to terminate the contract upon thirty (90) days written notice in writing to the breaching party, unless within such thirty (30) day period the breaching party shall correct the performance to the reasonable satisfaction of the other party. Neither party shall be required to accept less than full performance of this contract unless otherwise agreed to in writing by the parties. In the event of School's failure to timely make payments, Contractor may withhold services or terminate this contract if necessary.

7.4 Dispute Resolution

School and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, except default on payment to Contractor, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

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8.1 Attorney's Fees

Should it become necessary for Contractor or School District to employ an attorney to enforce any of the conditions or covenants hereof, except disputes relating to unpaid services, each party agrees to pay its own attorney's fees. In the event that it should be necessary for Contractor to employ an attorney to collect any amount due, Contractor shall be entitled to its attorney's fees and the cost of collection.

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compliance with all the laws, rules and regulations of the State of Minnesota and other applicable federal laws, rules and regulations.

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If any provision of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

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The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

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The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Contractor or School District.

8.6 Construction

The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

8.7 Inability to Deliver Service

It is agreed by the parties that in the event the Contractor is unable to provide transportation services as herein specified because of acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes or any other similar condition, the School District may excuse it from performance hereunder and terminate this agreement and contract with another provider or the Contractor shall have the right to subcontract its duties until such time that Contractor can resume operations.

8.8 Non-Waiver

No indulgence, waiver, election or non-election by Contractor under this Agreement shall affect School District's duties and liabilities hereunder.

8.9 Modification

The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

8.10 Oral Agreements

Contractor and School District agree that there are no oral agreements. This Agreement and its attachments constitute the entire agreement between the parties.

\$125.00 if cancelled within 1 hour of the trip.
(This covers some compensation for the driver if they've arrived at the terminal from their home).

9.4 Costs for Activity Routes

\$140.00 for 1 hour of live time service. Section 9.2 Extra time rates apply after that. Available for dismissal times after take home routes are finished (if a driver can come back to the school after their route is complete and do another run).

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\$30.00 per hour, minimum of 2 hours billed for Morning or Afternoon.

9.6 Costs For 2018 Summer School

90% of School year rate.

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9.8 Payment for All Other Services

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9.9 Finance Charges

Unpaid invoices will incur a late fee of 1.5% of the unpaid balance per month.

9.10 Fuel Clause

A base fuel price of \$3.50 per gallon, excluding the federal excise tax of .2448, will be used. Any costs exceeding the base price including an increase in state taxes or fees, shall be the financial responsibility of the School, and shall be determined based on all miles traveled in performance of

the School's routes divided by an average of 6.0 miles per gallon. All excess fuel costs above the \$3.50 per gallon will be computed by the Contractor and will be billed to the school monthly.

IN WITNESS WHEREOF, the parties hereto described as Contractor and School have executed this Agreement as of the day and year first written above.

Contractor:

TBA

By: _____

TBA

Its: CEO

Date: _____, 2018

School:

WOODBURY LEADERSHIP ACADEMY

A Minnesota Independent School District

By: _____

Its: Chairperson of the Board

Date: _____, 2018

By: _____

Its: Treasurer of the Board

Date: _____, 2018

By: _____

Its: Executive Director

Date: _____

MONARCH BUS SERVICE, Inc.
MINNESOTA COACHES, Inc.

TRANSPORTATION SERVICE AGREEMENT

WOODBURY LEADERSHIP ACADEMY

2018-2019 SCHOOL YEAR

Section I Introduction of Terms and Parties

1.1 PREAMBLE AND PARTIES

THIS TRANSPORTATION SERVICES CONTRACT (this “Contract” or this “Agreement”) is entered into by and between **WOODBURY LEADERSHIP Academy** hereupon and otherwise noted by the term “School”, and located at **8089 Globe Dr, Woodbury, MN 55125** (sometimes referred to collectively as “School”), and **Monarch Bus Service, Inc.**, a Minnesota corporation with its principal place of business located at 743 Taft St NE, Minneapolis, Minnesota 55113 (referred to herein as the “Contractor”) (collectively, the “Parties”).

The Contractor is a provider of school bus and related transportation services, including regular weekday school routes (“**Regular Routes**”), field trip and extracurricular charter trips (“**Field Trips**”), after-school activity routes (“**Activity Routes**”), transportation for special needs students (“**Special Needs Routes**”), and summer school routes (“**Summer Routes**”). Regular Routes, Field Trips, Activity Routes, Special Needs Routes, and Summer Routes are sometimes referred to collectively in this Agreement as the “**Services**”.

The School is a charter school under the laws of the State of Minnesota that desires to obtain the Services from the Contractor. The Contractor and the School desire to enter into this Agreement to set forth their respective rights and obligations with regard to the Services.

1.2 TERM OF CONTRACT

The term of this Contract (the “**Term**”) shall be a period of one (1) year, commencing July 1, 2018, (the “**Commencement Date**”), and terminating June 30th, 2019 (the “**Termination Date**”), unless earlier terminated or extended pursuant to the terms and conditions set forth herein.

1.3 TRANSPORTATION BOUNDARIES

The boundaries of this contracted transportation service shall be agreed upon and shall be set within the city of Woodbury, and the boundaries of Independent School District 622 (North St. Paul – Oakdale – Maplewood) and Independent School District # 833. In addition, one bus will make stops generally in Roseville and St. Paul along the I35E corridor. Service may be expanded into other areas by mutual agreement.

Routes for each school year during the term shall be determined in substantially final form no later than ten (10) days prior to the first day of school.

1.4 SCHOOL TIMES AND TRIP LENGTHS - 2018-2019

(a) Buses will be scheduled to arrive at the **school**, by 9:00 am each day. Buses will be scheduled to arrive at the school by **3:55 pm Monday through Friday**, for dismissal beginning at **4:00 pm**. **Buses will be scheduled to depart no later than 4:05 pm.**

(b) Number of School Days. The “**school**” will provide the “**contractor**” with a school calendar prior to the start of school and will hold classes a minimum of **174** school days. Any extra costs related to additional service days, early dismissals or late starts other than described above, will be the responsibility of the “**school**” and will be billed accordingly by the “**contractor**”.

(c) Route Length and Boundaries. The parties understand that alterations to the route boundaries and/or agreed upon time period of 60 minutes may result in the need for additional buses. The “**school**” and the “**contractor**” will negotiate a separate and applicable daily rate, based on the ability to pair any additional buses needed to supply this additional service.

(d) Early Dismissals and Late Starts. Early dismissals and late starts interrupt the Contractor’s regular schedule of Services and may lead to additional costs incurred in providing the Services. Such costs will be the responsibility of the School and will be billed by the Contractor to the School at the Contractor’s regular rates. Notwithstanding the foregoing, it is understood and agreed that the School will have an early dismissal every Friday afternoon and that Contractor’s rates shall reflect this early dismissal.

Services or routes in addition to the services aforementioned in this contract will be provided only through the mutual consent of the “**contractor**” and “**school**”. The “**school**” will be liable for all extra expenses incurred resultant of such extra services or increased bus units.

1.5 *STUDENT DATA AND ROUTE CHANGE REQUESTS*

Each year during the term, the “school” will provide student data and enrollment information to the “contractor” no later than twenty-five (25) days prior to the first day of school, to allow the contractor time to establish safe and convenient bus stops and establish transportation routes for all students designated by the school to be transported. The “contractor” will work closely with School officials to determine the most efficient routes that will be finalized no later than 10 days prior to the start of school, and will provide route maps, and information regarding each student’s stop and pick-up times. School officials will work with the “contractor” in communicating this information to the parents and students prior to the start of school. Once established, routes will not be changed during the first two weeks of school, unless approved by the “contractor”. All stop change requests must be submitted in writing or via e-mail to the “contractor” and will be implemented according to the following schedule - stop requests received prior to 12:00 noon on Tuesday will be implemented the following Thursday, stop requests received prior to 12:00 noon on Thursday will be implemented the following Tuesday.

1.6 *ROUTING ON PRIVATE PROPERTY AND CUL-DE-SACS*

Careful planning will be done to ensure that to the maximum extent practicable, students spend no more than 60-65 minutes on the bus each day, coming to or traveling home from school. The “contractor” will

provide route service to and from school using public streets and thoroughfares only. Due to property liability, regular full-sized school buses will not be routed such that they need to travel on private property including apartment drives, town-home complexes, private driveways or parking lots. In addition, full-size buses will not be routed in such a manner as to require a bus to back-up to turn around, such as cul-de-sacs or dead end streets. These types of services may require a smaller special needs type vehicle.

Section 2 Costs and Fees for Services

2.1 REGULAR TO AND FROM SCHOOL ROUTES

- (a) Regular Routes during 2018-2019 School Year. For the 2018-2019 school year, Contractor agrees to provide Regular Route transportation for Woodbury Leadership Academy using a total of seven (7) regular 65 passenger school buses at a daily rate of **\$230.00 per bus day**.
- (b) Estimated Billings for 2018-2019. Based on a school year of **174 operational days** and the daily rates set forth above, the total estimated annual cost of Regular Route transportation Services for Woodbury Leadership Academy during the 2018-2019 school year is **\$280,140.00**.
- (c) Prepayment Required. For each year during the Term, the School agrees to pre-pay the expected annual cost of Regular Route transportation Services in ten equal payments, commencing August 15th and continuing on the 15th day of each month thereafter through and including May 15th when the final estimated payment shall be made.
- (d) Additional Billings. The Contractor will submit additional billings to the School on a weekly or monthly basis for added service or extra fees, including fuel surcharges. The School is required to remit payment upon receipt of these additional invoices within 30 calendar days.
- (e) Adjustments of Calendar. If the School's calendar is adjusted, and transportation is required for more than the minimum number of days stated above, the School understands that it will be responsible for the additional service at the daily rate provided herein, including any additional surcharges or fees.
- (f) Route Time Surcharge. If the actual length of a Regular Route exceeds 65 minutes, the Contractor will incur additional costs above and beyond the anticipated costs on which its daily rates are determined. The School recognizes these costs and agrees to pay an additional incremental fee of \$12.50 per quarter hour, billed to the nearest quarter hour for Regular Routes that exceed 65 minutes in length. This incremental charge will be billed monthly as an additional charge pursuant to subsection (e), above.
- (g) Pairing of Routes. The Contractor's daily rates for Regular Routes are subject to and conditioned upon, among other things, Contractor's ability to "pair" the vehicle and driver on such Regular Route with a prior or subsequent route. A "Paired Route" is a Regular Route

that allows the vehicle and driver on such Regular Route to perform an additional route for the School or another customer during the same morning or afternoon segment.

- (h) Revisions to Planned Routes and New Routes. From time-to-time throughout the Term, it may be necessary to revise existing Regular Routes or to add new Regular Routes. In such event, the School agrees to pay the Contractor for such new or revised routes as follows:
- a. For each additional AM or PM run of a Paired Route during the 2018-2019 School Year: \$115.00 per run.
 - b. For each additional AM or PM run of a route that is not a Paired Route—2018-2019 School Year - \$180.00 per run (e.g., \$360.00/day for an AM and a PM Regular Route).
- (i) Cancellations. When school cancellations occur because of inclement weather, power outages, labor disputes, or other events and the cancelled school days are not “made-up” by the School, the Contractor will credit the School 50% of the prepaid estimated billings for such day’s Regular Routes. Credits will be applied monthly to the School’s account, and a final reconciliation will be performed at the end of each school year. School will be responsible for 100% of the regular charges for any “make-up” days as a result of prior cancellations, and no credit will be provided by Contractor in such situation.
- (j) Early Dismissal or Late Starts. Because early dismissals and late starts impact the Contractor’s Paired Routes, alterations to the School’s normal schedule are subject to discussion and prior approval by the Contractor. Additionally, upon the Contractor’s agreement to any such schedule alterations, the School will be responsible for any expenses or labor costs incurred by the Contractor as a result of such alterations.
- (k) Fuel Escalation Clause. Throughout the Term, this Contract shall be subject to a base fuel price of \$2.50 per gallon, excluding the federal excise tax of .2448 (the “**Base Price**”). To the extent the Contractor’s actual costs of obtaining fuel exceed the Base Price, all costs in excess of the Base Price, including any increase in state taxes or fees, shall be paid by the School (the “**Fuel Surcharge Payment**”). For convenience, the Parties agree to calculate the Fuel Surcharge Payment based on the Contractor’s miles traveled in performance of Services for the School as follows: (A) the difference between the Contractor’s current fuel price, excluding federal excise tax, and the Base Price *multiplied by* (B) the Contractor’s number of miles travelled providing Services for the School during the applicable reconciliation period *divided by* (C) 6.00. By way of example, if, in a given reconciliation period, the Contractor’s base price for fuel, excluding the federal excise tax, equaled \$2.75 and the Contractor provided 10,000 miles of Services, the Fuel Surcharge Payment would be equal to \$416.67, calculated as follows: $(\$2.75 - \$2.50) \times (10,000 / 6)$. The Fuel Surcharge will be billed and paid in accordance with subparagraph (e) of this Section. To the extent the Contractor’s actual fuel costs do not exceed the Base Price, no Fuel Surcharge Payment shall be owed, and no credit shall be provided to School. The Fuel Surcharge Payment shall be calculated and assessed in connection with all Services provided under this Contract, including Summer Routes.
- (l) Technology Fee Assessment. The Contractor agrees to work with third-party vendors to make available to the School a range of technology and services, including in-vehicle video and GPS tracking and routing software (as described in more detail in Section 3, such services are sometime referred to collectively as the “**Technology**”). In consideration for the Contractor’s

agreement to make the Technology available on its vehicles, the School agrees to pay a monthly per-vehicle surcharge in the amount of \$65.00 per bus per month for a period of 10 months, which shall be invoiced and paid in accordance with subparagraph (d) of this Section.

- (m) Changes in Laws or Regulations. To the extent any change in applicable local, municipal, state, or federal laws, rules, regulations, or mandates is first enforced, imposed, or becomes effective against Contractor during the Term—including the enforcement of a previously adopted statute that first becomes effective during the Term or a change in application of current law—and such change increases the Contractor’s costs of providing Services (a “**Change in Law Event**”), the School agrees to reimburse the Contractor for the Contractor’s costs incurred as a result of such Change in Law Event, in a manner to be determined by Contractor in good faith. By way of example, and without limiting the generality of the foregoing, if the City of Minneapolis, the City of Saint Paul, or any other municipality or governmental entity first enforces the paid time off or paid sick leave ordinances recently adopted by such municipalities during the Term, then the Contractor shall charge the School its reasonable costs of compliance with such Change in Law Event, including both additional labor costs and any administrative or legal compliance costs.
- (n) PROMPT PAYMENT REQUIRED. Contractor’s agreement to provide the Services is expressly conditioned upon School’s full and prompt payment, or prepayment, as required, of all invoices for Services rendered, or to be rendered, pursuant to this Section 2.1. Contractor may immediately discontinue Services, with or without notice to School, in the event School fails to make timely payment under Section 2.1.

2.2 **FIELD TRIP AND EXTRA CURRICULAR CHARTER TRIPS**

- a. The costs associated with charter Services and field trips shall be separate from those associated with Routing. All costs and balances associated with charters and field trips must be remitted within ten days of the date on which the services were performed. Invoices and or balance sheets shall be generated on a monthly basis.
- b. **Base rate for 3 hours, non school days and school days before 9:15 AM & after 2:15 PM, not to exceed 50 miles round trip.** (An additional fuel surcharge will be assessed as a percentage of the total charge, when fuel prices exceed \$2.50 per gallon.) **Note: These rates are good for both the 2018-2019 and 2019-2020 school year.**

BEYOND 50 MILES	BASE RATE	EXCESS HOURLY	EXCESS MILES
65 Passenger Bus	<u>\$ 182.00</u>	<u>\$ 55.00</u>	<u>\$ 1.50 per mile</u>
71 & 77 Passenger Bus	<u>\$ 182.00</u>	<u>\$ 55.00</u>	<u>\$ 1.50 per mile</u>
Bus W/ LIFT**	<u>\$ 200.00</u>	<u>\$ 55.00</u>	<u>\$ 1.50 per mile</u>

**Limited Availability

- c. **Base rate for 3 hours, on school days only, between the hours of 9:15 AM & 2:15 PM PM not to exceed 50 miles round trip.** (An additional fuel surcharge will be assessed as a percentage of the total charge, when fuel prices exceed \$2.50 per gallon) **Note: These rates are good for both the 2018-2019 and 2019-2020 school year.**

BEYOND 50 MILES	BASE RATE	EXCESS HOURLY	EXCESS MILES
65 Passenger Bus	<u>\$ 150.00</u>	<u>\$55.00</u>	<u>\$1.50 per mile</u>
71 & 77 Passenger Bus	<u>\$ 150.00</u>	<u>\$ 55.00</u>	<u>\$1.50 per mile</u>
Bus W/ LIFT** **Limited Availability	<u>\$ 168.00</u>	<u>\$ 55.00</u>	<u>\$ 1.50 per mile</u>

- d. **Rate for trailers**

There will be a charge of \$80.00 per day per bus for the use of a trailer.

- e. **Cancellation Charges**

There will be a charge of \$80.00 per bus for any bus canceled on arrival, or canceled less than one (1) hour before the scheduled departure time from the designated point of origin.

- f. **Field Trip Late Charges & Cleaning Charges**

It should be noted that buses and drivers are limited in their availability. Much of the time, especially in the spring, buses are scheduled in and around other customer's requests. A bus and driver are not scheduled to stay with your group unless prior arrangements have been made requiring the bus to stay with your group. When the bus arrives for your pick-up, it is important to communicate with the driver any changes in your itinerary. When the bus is scheduled to leave your school or destination, that is the time the bus is expected to leave. Delays will cause significant problems and service issues for other customers, requiring additional handling and expense, or possibly resulting in a cancellation of the trip and lost revenue for the "contractor".

For this reason, the "contractor" may assess a surcharge of \$80.00 whenever a bus is more than 15 minutes late returning from a charter destination. In addition, schools and teachers are required to remove any and all food wrappers, box lunches, trash, etc. that may have been brought on the bus as a part of a lunch program. Failure to do so may also result in an additional surcharge of \$80.00.

2.3 **SPECIAL NEEDS TRANSPORTATION**

If the “school” has need of special transportation services including smaller school buses, school buses equipped with lift equipment, or vehicles equipped with passenger seat belts for the purpose of securing car seats, booster seats, or harnesses, this specialized equipment may be made available. One Type A mini school bus without a lift will be made available at a rate of **\$230.00** per bus per day for the 2018-2019. If a lift is required, an additional **\$12.00 per day will be added to the daily rate**. Additional Type A mini-school buses, Type III vans or automobiles may be available to provide supplemental service for special transportation or HHM service, at a rate to be determined at the time of such request, and will be based on the time and miles to provide such service.

Similarly, if the “school” requires a personal care attendant or bus aide to ride the bus to meet the needs of a student with an IEP, the “contractor” may provide this additional service at a rate of **\$29.50 per hour with a minimum of four hours per day, two hours in the morning and two hours in the afternoon**.

If the “school” wishes to assign their own employee to ride any regular bus, to assist with student behavior management, or to meet the needs of a student with an IEP, it is understood that the “school” will be responsible for any additional costs due to driver labor and mileage or our ability to utilize the bus on additional runs paired with other charter schools.

2.3 AFTER SCHOOL ACTIVITY ROUTES

- a. At a time to be agreed to by the “contractor” and the “school”, the “contractor” will provide routing and bus service for additional scheduled after school activity routes. Buses that operate these routes will be restricted to a normal length of 55-60 minutes per run and a normal live mileage of less than 15 miles will be billed at a rate of **\$105.00** per bus per day. Buses that operate at a length of greater than 60-70 minutes or greater than 15 miles will be billed at a rate of **\$112.50** per bus per day. These services will be billed to the “school” at the end of each week or month. Payment will be remitted to the “contractor” within **30 days** of receipt.
- b. It is understood that bus availability is limited at certain dismissal times. Dismissal times may be negotiable and at the discretion of the “contractor”.

Section 3 Contractor Requirements

3.1 TECHNOLOGY

- (a) Contractor utilizes a computerized student data base and routing system called Versatrans®. School staff shall have access to the versatrans routing and student information system through its Versatrans® e-link, web based system. The school may update student information, address changes, and emergency contact information through the Versatrans® system. The

Contractor will exercise reasonable care with regard to the handling of all personally identifiable student information.

- (b) Contractor utilizes the BUS CONDUCT® web based software to track all student behavior incident reports. Notwithstanding the foregoing, the School is solely responsible for responding to all e-mails and incident reports, as described in Section 5.
- (c) In exchange for School's payment of the Technology assessment, as provided under Section 2, Contractor agrees to equip all of its buses, and the buses of any subcontractors with a GPS tracking system, to record the movement of buses utilized for the transportation of the School's students. This system will identify the path of the route the bus followed as well as the time each authorized stop was made and how long the bus waited, along with arrival and departure times from the School.
- (d) In addition, the Contractor agrees to equip all of its buses, and the buses of any subcontractors with a video recording system, to monitor the driver's ability to manage student behavior and identify any problems or any students who violate the Contractor's behavior guidelines. Any recordings shall remain confidential and are the property of the Contractor. These recordings shall be made available to the School or law enforcement officials upon reasonable written request and in accordance with applicable data practices and student privacy laws and regulations.

3.2 *EQUIPMENT*

In performing Services for the School, the Contractor agrees to furnish school busses and other vehicles that conform in all materials respects with applicable state and federal laws, rules and regulations. All equipment utilized by the Contractor in performance of this Contract will be no older than 2001 model year and will be maintained and inspected on a regular basis, as required under applicable law, including Minnesota Statutes Section 169.451.

3.3 *DRIVERS AND STAFFING*

- a. The Contractor will employ a sufficient number of drivers to perform the Services. All drivers employed by the Contractor in connection with the performance of Services will be qualified to operate the class of motor vehicle which they are tasked with operating under applicable state and federal laws and regulations and will maintain in their possession, while providing the Services, a valid Minnesota Commercial Driver's License for the class of vehicle operated. The Contractor will maintain a comprehensive training program for drivers operating their vehicles, which will conform to applicable state laws. Drivers who fail to adhere to the Contractor's standards and applicable laws will be subject to removal from service to the School at the request of the School.
- b. The Contractor agrees to make available sufficient staff members to perform duties pertaining to safety operations, dispatch/radio operations, telephone communications and route creation and development. The Contractor shall provide a comprehensive directory providing access to such staffing and personnel.

3.4 MOTOR VEHICLE LIABILITY INSURANCE

- a. The Contractor agrees to maintain in force throughout the Term motor vehicle liability insurance and comprehensive general liability insurance. The Automobile Liability Insurance policy or policies shall name Woodbury Leadership Academy as "additional insured" by endorsement only. The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per occurrence not less than two million dollars (\$2,000,000.00) aggregate.
- b. Contractor shall maintenance insurance in compliance with Minnesota Statutes Section 65B, the Minnesota No Fault Insurance Act. Additionally, Contractor shall maintain worker's compensation insurance in accordance with the requirements of Minnesota law.

A copy of the insurance coverage and endorsements in force will be furnished to the School Districts' Administrator to be kept on file at the site offices.

3.5 OPERATIONAL PROCEDURES

- a. Contact Person. The Contractor shall provide the School with an after-hours contact number for emergencies and extreme disciplinary issues. The School shall provide the Contractor with emergency contact information for each school director or person(s) responsible for making the decision to close school as a result of inclement weather or otherwise.
- b. Accident Procedures. In the event of an injury accident or other emergency involving the bus while students are on-board, the driver will notify the dispatcher via the radio system immediately, and the dispatcher will contact the School's administrator or after-hour service number. The dispatcher will also notify the police and emergency medical services (EMS), as appropriate. Continuation of Services will only happen after the mutual inspection and consent of the School administrator and the Contractor's safety coordinator. No students will be released on their own or to parents until the School Administrator or a police officer or other emergency responder has arrived on-site.
- b. Inclement Weather. Emergency school closings may occur due to inclement weather conditions or situations of concern. WCCO radio is the official School closing notification station, and the School will generally follow the closing schedule of either the Minneapolis or St. Paul Public Schools. Notwithstanding the foregoing, the School ultimately retains the right to make an independent determination regarding school closures, even if such determination diverges from the determination of the Minneapolis Public Schools and Saint Paul Public Schools. Billing for days on which Regular Route Services are not provided is addressed under Section 2.

3.6 EOE STATEMENT

Monarch Bus Service is committed to equal employment opportunity (EEO) without regard to race, color, religion, age, gender, national origin, sexual orientation, ancestry, veteran status,

physical or mental disability, or any other characteristic protected under applicable law. Equal employment opportunity is a deeply-held value for the Contractor, and we strive to ensure a quality work environment for all employees. Monarch Bus Service believes that the establishment of a dignified workplace provides the foundation for an environment free of discrimination and harassment. Harassment of any kind is strictly prohibited. The company will not tolerate such behavior and will take immediate action to correct inappropriate workplace behavior. Monarch Bus Service will also ensure that others, including supervisor personnel, do not retaliate against individuals who come forward with harassment charges. Monarch Bus Service believes that affirmative action and equal employment opportunity are essential to the future of our company. We further believe that diversity is the right thing to do and is good business; Monarch Bus Service will be competitively advantaged by having a workplace where diversity and the contributions of individual employees are valued and appreciated. If the School has any concerns or questions regarding our EEO philosophy and practice, please contact Joe Hange at (651) 251-8080.

Section 4 WOODBURY LEADERSHIP Academy Requirements

4.1 FACILITIES AND LOAD ZONE

The School agrees to maintain its loading and unloading zones in good condition, free of clutter, ice, or debris, and other safety hazards. Vehicles other than the Contractor's vehicles will not be allowed to park in a designated loading area during the AM and PM drop off and loading times.

4.2 STAFFING AND SUPPORT

The School shall provide a transportation liaison that is knowledgeable regarding the School's students and student parents/guardians. The School shall provide adequate staffing to assist with loading and unloading of buses at the School.

4.3 STUDENT INFORMATION AND CONFIDENTIALITY

School agrees to provide Contractor with an accurate student list, which shall include but not be limited to the student's full name, age, grade, teacher, address, telephone number, and emergency contact number. All of the student and parent information will be kept confidential at all times and will not be shared with anyone other than the appropriate Contractor or School officials.

The School will notify the Contractor in the event students with serious medical issues—including asthma, chronic seizures, weakness of heart, or other serious medical issues—are to be transported on Contractor's vehicles. The Contractor will keep such information confidential in accordance with the state of Minnesota rules pertaining to student data privacy. Information shall only be used in emergency circumstances and to aid the Contractor's safety staff.

4.4 SAFE AND PROPER LOADING OF STUDENTS

The School will be responsible for loading zone supervision during the morning and afternoon as well as the safe loading of all students on their correct bus each afternoon. The School will identify all Kindergarten and 1st Grade students with a "bus tag" stating all information pertinent to safely transporting such students to their correct stop. This information shall include but not be limited to each student's name, grade, and bus stop. The student must have this information on his/her person (i.e. in the back pack or pinned to the inside of jacket) while riding the school bus. Failure to load the proper students on the proper bus will result in significant delays and additional costs, which shall be borne by the School.

4.5 *STUDENT INCIDENT TRACKING AND BUS CONDUCT®*

The School agrees to be responsible for dealing with student behavior issues and communicating consequences to the Contractor using the "BUS CONDUCT®" program, as described in more details in Sections 3 and 5.

Section 5 Student Management and Behavior

5.1 *TRANSPORTATION IS A PRIVILEGE NOT A RIGHT*

- (a) Minnesota Statutes Section 121A.59 states that **transportation by school bus is a privilege not a right for an eligible student.** A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or for violation of any other law governing student conduct pursuant to a written school district discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act, Minn. Stat. 121A.40 *et. seq.* Revocation procedures for a student who is an individual with a disability under the Individuals with Disabilities Education Act, United States Code, title 20, section 1400 *et seq.*, section 504 of the Rehabilitation Act of 1973, United States Code, title 29, section 504 of the Rehabilitation Act of Law 101-336, are governed by these provisions. See Section 5.3 for additional information.

Pursuant to the Pupil Fair Dismissal Act, the Contractor has provided a brochure and a written policy regarding behavior guidelines concerning transportation and the consequences of misbehavior. By accepting and executing this Contract, School has agreed to adopt this as their formal written policy, except to the extent the Contractor has been provided a copy of an alternative written policy and has agreed in writing to accept such policy. The Contractor will retain ultimate authority regarding student discipline.

- b. In addition, the School agrees to provide all students with riding privileges, a classroom session of no less than One Hour on School Bus Safety Training. The Contractor will provide information to the School to assist with preparation of such session, upon request. The Contractor will perform A, B and C type evacuation drills to meet the specifications set in the Minnesota School Bus Driver's Handbook.

5.2 SPECIAL EDUCATION SERVICES AND CHILD RESTRAINT LAWS

As is permitted under currently applicable law, the Contractor's Type A, B, C, and D school buses generally are not equipped with seat belts or other child restraints systems, while "Type III" vehicles are equipped with seat belts and other appropriate child restraint systems. Any changes in applicable law related to child restraint systems shall be subject to the Change in Law Event provisions of this Contract. In the event appropriate restraints are required in connection with Special Needs Routes, such restraints shall generally be provided by the School, but the Contractor may, but shall not be required to, provide restraints in connection with Special Needs Routes.

5.3 STUDENT BEHAVIOR AND SCHOOL OFFICIALS RESPONSIBILITIES

It is the Contractor's expectation and requirement that students and their parents/guardians will read and understand the rules provided by the Contractor pursuant to Section 5.1. The School will work closely with the Contractor to identify and correct a student whose behavior is unacceptable and considered a hindrance to safe travel. The School administrator will institute corrective procedure up to and including removal or suspension of bus riding privileges as needed. Report forms are due to the School office no later than 48 hours after the incident and should have a response turn around not to exceed 3 business days. Student discipline information is confidential and classified as restricted data under state and federal regulations, and may not be discussed with other parents, students, or staff of the School or co-workers within the transportation company. Only authorized School personnel or Contractor's management can remove or eject a student or suspend bus privileges of students. The Contractor reserves the right to refuse transportation both permanently and temporarily to students not adhering to behavior guidelines.

5.4 PERSISTENT BEHAVIOR ISSUES

- a. In the event that student behavior becomes a serious issue impacting transportation safety, the School will be asked to provide a bus aide or parent volunteer to assist the driver, at no cost to the Contractor and at the School's sole and absolute risk. The School will be responsible for providing transportation of this bus aide or parent volunteer to an existing stop along the route, where the aide or volunteer can board and de-board the bus. The School will defend, indemnify, and hold the Contractor harmless from and against any loss, cost, expense, or liability resulting from or in any way relating to such aide or volunteer's presence on Contractor's vehicle. The Contractor will not provide transportation to and from the school site if it interferes with the successful pairing of routes within the route sequence. Any additional costs for transporting the bus aide or parent back to the school or to an alternative stop will be the responsibility of the School and will be billed by the Contractor to the School.

- b. If student behavior persists, the Contractor or the School reserves the right to suspend or cancel service on an entire route, until such time that a bus aide or parent volunteer can be provided, a meeting with the parents is held, or the behavior issues are addressed, to the Contractor's satisfaction.

Section 6 Liability

6.1 DESIGNATION OF AUTHORIZED AGENTS

Except as provided to the contrary herein, Notices required or permitted hereunder shall be in writing and shall be deemed given (1) if and when personally delivered; (2) upon receipt, if sent by a nationally recognized overnight courier addressed to a Party at its address set forth below; (3) on the second business day after being deposited in the United States mail to the following addresses by postage prepaid certified or registered mail; or (4) upon confirmation of receipt by an authorized representative, if delivered by email. Any party may change its address for notice by giving written notice thereof in accordance with the provisions of this paragraph to the other parties.

Monarch Bus Service, Inc.
Attn: President
101 E. 10th Street, #300
Hastings, MN 55033
651-438-3777 (phone)
651-437-9197 (fax)

Woodbury Leadership Academy
Attn: Amy Cahlander
8089 Globe Drive
Woodbury, MN 55155

6.2 LIABILITY AND HOLD HARMLESS CLAUSES

- a. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE SCHOOL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LAWSUITS AGAINST THE SCHOOL OR ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES (THE "SCHOOL PARTIES") FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE ACTIONS OF THE CONTRACTOR OR ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES (THE "CONTRACTOR PARTIES") RELATED TO THE PROVISION OF SERVICES UNDER THIS CONTRACT. THE CONTRACTOR SHALL PROMPTLY GIVE THE SCHOOL NOTICE OF ALL SUCH CLAIMS, DEMANDS OR LAWSUITS AND SHALL NOT COMPROMISE, SETTLE OR PAY ANY SUCH CLAIMS OR JUDGMENTS WITHOUT THE EXPRESS, WRITTEN APPROVAL OF THE SCHOOL OR THE SCHOOL'S INSURER.

- B. THE SCHOOL SHALL INDEMNIFY AND HOLD THE CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LAWSUITS AGAINST THE CONTRACTOR OR THE CONTRACTOR PARTIES FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE ACTIONS OF THE SCHOOL OR THE SCHOOL PARTIES AND RELATED TO THIS CONTRACT AND/OR THE SERVICES PROVIDED HEREUNDER. THE SCHOOL SHALL PROMPTLY GIVE THE CONTRACTOR NOTICE OF ALL SUCH CLAIMS, DEMANDS OR LAWSUITS AND SHALL NOT COMPROMISE, SETTLE OR PAY ANY SUCH CLAIMS OR JUDGMENTS WITHOUT THE EXPRESS, WRITTEN APPROVAL OF THE CONTRACTOR AND THE CONTRACTOR'S INSURER.
- c. In the event the Contractor is unable to provide Services contracted for or the School is unable to use the services of the Contractor because of acts of God, fire, riot, war, picketing, civil commotion, unavailability of fuel, or any other similar or like conditions (a "Force Majeure Event"), the Parties shall be temporarily excused from performance of their respective obligations under this Agreement to the extent that Force Majeure Event renders performance impracticable, except for the indemnity obligations set forth in this Section 6.2 a

Section 7 Mutual Agreement

7.1 COMPLIANCE WITH TERMS

Both parties have negotiated this agreement. They agree to comply with the terms set forth. Both are equally responsible for the drafting hereof and no presumption shall arise there from.

7.2 TERMINATION CLAUSE

This contract may be amended or terminated only in a writing signed by both Parties.

7.3 FAILURE TO PERFORM

Failure or refusal of either party to substantially perform the conditions of this Contract may permit the other party to terminate the contract upon thirty (30) days written notice in writing to the breaching party, unless within such thirty (30) day period the breaching party shall correct the performance to the reasonable satisfaction of the other party. Neither party shall be required to accept less than full performance of this Contract, unless otherwise agreed to in writing by the parties.

7.4 COUNTERPARTS

This Agreement may be executed in counterparts and delivered electronically in .PDF or similar format, and an electronic copy of a party's signature on this Agreement shall be fully enforceable in all respects.

7.5 INTEGRATION CLAUSE

This Agreement constitutes a fully integrated agreement and sets forth the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be supplemented or amended except in a writing signed by both Parties.

7.6 GOVERNED BY MINNESOTA LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ___ day of May, 2018.

SCHOOL
Woodbury Leadersnip Academy

CONTRACTOR
Monarch Bus Service, Inc.

By: Amy Cahlander

By: Troy Nelson

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Woodbury Leadership Academy

	Actual	Proposed	Proposed
		Budget	Budget
Enrollment	2016-2017	2017-2018	2018-2019
Students Grades K	52	51	60
Students Grades 1	58	55	57
Students Grades 2	34	54	53
Students Grades 3	31	40	53
Students Grades 4	35	25	35
Students Grades 5	25	28	25
Students Grades 6	7	6	13
Students Grades 7	8	0	5
Students Grades 8	0	0	8
Total Headcount (ADM)	251	259	309
Total WADM	253	259	312
	253	259	312

Revenues	2016-2017	2017-2018	2018-2019
General Education Revenue	\$1,682,035	\$1,695,769	\$2,164,554
Building Lease Aid	\$0	\$14,430	\$409,442
Long-term Facilities Maintenance	\$8,591	\$21,795	\$41,131
Special Education	\$264,697	\$227,660	\$250,276
Federal CSP Grant	\$165,298	\$0	\$0
Title II and Other Federal Aids	\$15,179	\$5,018	\$2,300
Other State Aids (Endowment, Literacy)	\$8,984	\$35,418	\$33,288
Other (Student Fees, Fundraising)	\$10,822	\$21,950	\$18,500
Donations, Give to the max	\$3,114	\$25,333	\$0
Miscellaneous	\$1,238	\$6,675	\$2,100
Total General Fund Revenues	\$2,159,958	\$2,054,047	\$2,921,592
	2,159,958	2,054,047	2,921,592

Expenditures	2016-2017	2017-2018	2018-2019
100's Salary	\$880,523	\$816,922	\$1,019,982
200's Benefits	\$195,927	\$212,573	\$269,008
370 Building Lease (Base Rent)	\$29,492	\$16,033	\$569,419
300's Purchased Services (Includes Transportion in 2018-2019 but less Janitorial)	\$451,172	\$751,848	\$751,871
400's Supplies	\$36,970	\$72,437	\$113,600
500's Capital & Technology	\$11,307	\$5,000	\$32,000
Other (primarily Dues & Memberships)	\$25,609	\$31,945	\$39,900

Woodbury Leadership Academy

	Actual	Proposed Budget	Proposed Budget
Special Ed	\$282,863	\$241,676	\$265,900
Title II and Other Federal Aids	\$15,179	\$5,018	\$2,300
Federal CSP Grant	\$166,547	\$0	\$0
Total General Fund Expenditures	\$2,095,589 <small>\$2,095,589</small>	\$2,153,452 <small>\$2,153,452</small>	\$3,063,981 <small>\$3,063,981</small>
Fund Balance Change	\$64,369	(\$99,405)	(\$142,389)
Beginning Fund Balance	\$410,862	\$475,231	\$375,826
Ending Fund Balance	\$475,231	\$375,826	\$233,437
Fund Balance % - Gen Fund	22.7% <small>22.7%</small>	17.5% <small>17.5%</small>	7.6% <small>7.6%</small>

Community Service	2016-2017	2017-2018	2018-2019
Revenues/Transfers In	\$240	\$2,000	\$2,100
Expenditures/Transfers Out	\$230	\$2,250	\$2,100
Fund Balance Change	\$10	(\$250)	\$0
Beginning Fund Balance	\$127,048	\$127,058	\$126,808
Ending Fund Balance	\$127,058 <small>\$127,058</small>	\$126,808 <small>\$126,808</small>	\$126,808 <small>\$126,808</small>

Budget Summary – All Funds	2016-2017	2017-2018	2018-2019
Revenues/Transfers In	\$2,160,198	\$2,056,047	\$2,923,692
Expenditures/Transfers Out	\$2,095,819	\$2,155,702	\$3,066,081
Fund Balance Change	\$64,379 <small>\$64,379</small>	(\$99,655) <small>(\$99,655)</small>	(\$142,389) <small>(\$142,389)</small>

Fund Balance Summary	2016-2017	2017-2018	2018-2019
Beginning Fund Balance	\$537,910	\$602,289	\$502,634
Change in Fund Balance	\$64,379	(\$99,655)	(\$142,389)
Ending Fund Balance	\$602,289 <small>\$602,289</small>	\$502,634 <small>\$502,634</small>	\$360,245 <small>\$360,245</small>