

CONTRACT FOR TRANSPORTATION OF STUDENTS
 BETWEEN
 SCHOOL DISTRICT OF THE MENOMONIE AREA
 AND
 MENOMONIE TRANSPORTATION, INC.
 2023-2024 through 2027-2028

I. General Provision of the Contract

- A. This contract is between the Board of Education of the School District of the Menomonie Area, hereinafter referred to as DISTRICT, and Menomonie Transportation, Inc., hereinafter referred to as COMPANY.
- B. The COMPANY shall provide the DISTRICT with bus service for transportation of students for a term of five (5) years, commencing with the fifteenth day of August, 2023, and ending with the fourteenth day of August, 2028. Automatic Extension: Unless the DISTRICT shall decide on or before the 31st day of May of each calendar year that the term of this contract shall not be extended, the same will, without further action, be automatically extended for another year (that year being August 15-August 14) under the same terms and conditions thereof, subject to any agreed upon contract adjustments, if any. Notice not to extend this contract for an additional year shall be given in writing, personally delivered to COMPANY or mailed by certified mail, return receipt requested, postage prepaid, addressed to COMPANY at COMPANY’S last known address as disclosed for billing purposes to the DISTRICT’S business office. Such notice must be personally delivered or mailed on or before the 15th day of June prior to the next subsequent year. The DISTRICT in its sole discretion and with or without cause may decline to extend this contract for an additional year. Further, if requested by COMPANY, this contract shall not be extended. In either event, the contract shall continue only for the term applicable (that is, the remaining portion of the current year and, as appropriate, the remaining years of the term).
- C. The COMPANY shall maintain and operate vehicles used to meet the need at all times in a safe, efficient, and lawful manner and in accordance with such instructions and directions as may from time to time be issued by the DISTRICT, and shall comply with all lawful orders, rules, and regulations of the State of Wisconsin and of the United States.
- D. The COMPANY shall, at its expense, procure and maintain in effect any and all licenses, permits, and certificates, which are, or may be, required by regulatory bodies for the performance of student transportation services.
- E. The COMPANY shall assume all costs of the transportation operation, including, but not limited to, costs for purchases of vehicles, gas and diesel fuel (up to \$1.25 per gallon), maintenance costs, supplies, accessories necessary for safe operation, and salaries for drivers, mechanics, and other transportation employees.
- F. The COMPANY shall not assume or sublet any contract entered into with the DISTRICT, in whole or in part, without prior written consent of the DISTRICT. Any contract entered into may be cancelled by mutual consent of both parties.

II. Daily Transportation Services

- A. The COMPANY shall provide regular daily transportation for the DISTRICT’S students. See Exhibit 1 for requirements and annual rates.
- B. The school year charges to the DISTRICT in Exhibit 1 shall be increased or decreased if the cost to the COMPANY of diesel fuel exceeds or falls below \$1.25 per gallon of diesel fuel. The daily charges shall be adjusted as follows:

<u>Daily Miles</u>	<u>Increase, Decrease Per 2.5¢ from \$1.25</u>	<u>Daily Miles</u>	<u>Increase, Decrease Per 2.5¢ from \$1.25</u>
--------------------	--	--------------------	--

1. Regular and special education buses:

30-39	\$0.12	100-109	\$0.36
40-49	.15	110-119	.39

50-59	.18	120-129	.43
60-69	.22	130-139	.46
70-79	.25	140-149	.49
80-89	.28	150-159	.53
90-99	.33		

2. 4 yr. old-Kindergarten buses:

10-19	\$0.05	40-49	\$0.15
20-29	.08	50-59	.18
30-39	.12	60-69	.22

The effective date of such increases shall be the first day of each month with the diesel fuel cost determined by the invoice price/gallon from the tanker delivery.

- C. Bus sizes for regular daily runs, including kindergarten runs, shall be 66-passenger and for special education runs shall be 16 to 23 passengers.
- D. Charges for daily transportation service shall be paid to the COMPANY at the rate of one-ninth of estimated annual costs on the fifteenth of each month, September through May. An adjustment in June shall be audited and adjusted to reflect the correct annual contracted amount due the COMPANY from the DISTRICT.
- E. In the event that school is canceled for an entire day and not made up at a later date, the COMPANY shall be entitled to 18% of its average daily revenue from the prior year to each canceled date.
- F. In the event of a prolonged emergency closure of more than twenty (20) school days, SDMA and COMPANY will meet within ten (10) calendar days of the announced extended closure to negotiate additional funding options for COMPANY. SDMA shall notify COMPANY at least seven (7) calendar days prior to the startup of school from an emergency closure of twenty (20) or more days.

III. Additional Transportation Services

- A. The COMPANY shall provide transportation on 66-passenger buses for students for field trips and attending or participating in extracurricular activities as requested by the DISTRICT, with annual school year charges as presented in Exhibit 1.
- B. Charges and documentation therefore submitted by the COMPANY to the business office of the DISTRICT by the fifteenth day of the month shall be paid by the end of the month. Documentation of charges by the COMPANY shall include signed statements by trip supervisors, verifying length (miles) of trip and length (hours), and shall further include any such additional information the DISTRICT'S business manager deems necessary to the proper accounting of the DISTRICT'S expenditures.
- C. Charges for transportation needs other than those listed in this contract shall be individually negotiated by the COMPANY'S representative and the business manager of the DISTRICT such charges to be comparable to those listed in this contract.

IV. Other Considerations

A. Bus Specifications

- 1. The buses used by the COMPANY shall meet all specifications and regulations for school buses established by the Wisconsin Statutes, the Motor Vehicle Department, and the Department of Public Instruction.
- 2. The COMPANY shall maintain a local fleet reserve of two buses, which shall be available on immediate notice to be sent as replacements for any vehicles unable to complete assignments.

3. All parties to the contract are subject at all times to rules adopted by the administrator of the Wisconsin Division of Motor Vehicles and by the Department of Transportation.
4. No bus used by the COMPANY on a daily basis shall be more than fourteen years old. All buses used by the COMPANY must pass annual state inspection to be eligible for daily transportation. Any replacement to the bus fleet shall be less than six years old at the time of purchase.

B. Bus Routes

1. The COMPANY shall organize bus routes in such manner as to realize maximum utilization of each vehicle within established time schedules and within legal capacity of each vehicle.
2. The COMPANY shall organize all bus routes, subject to the approval of the business manager of the DISTRICT, and the COMPANY shall furnish to the DISTRICT, without charge, route maps, schedules, and passenger lists.
3. The COMPANY shall provide the DISTRICT with a schedule and map showing the proposed route each bus will travel on or before August 15 of each school year covered by this contract. It shall be the responsibility of the COMPANY to prepare route maps and schedules. The COMPANY shall maintain a current bus route listing by adding and removing students as notified by the DISTRICT.
4. Starting and closing time for school shall be established by the DISTRICT, and bus routes shall be established so that bus arrivals and departures shall be within a time interval of thirty minutes before commencement of and dismissal of school.

C. Insurance

1. The COMPANY shall obtain and maintain in full force and effect during the term of this agreement and pay the premium thereon, a bodily injury and property insurance policy insuring all passengers and parties at all times, issued by an insurer authorized to transact business in this state. Such policy shall cover the COMPANY, operator, and the DISTRICT, and shall specifically name the DISTRICT as an insured in the policy and shall carry minimum limits of coverage as follows:

Automobile Liability insurance in the amount of a minimum \$1,000,000 per accident, and issued by an insurer authorized to transact business in the State of Wisconsin;

Umbrella liability with a \$4,000,000 combined single limit for bodily injury and property damage, and \$1,000,000 coverage for sexual abuse and molestation.

2. The certificate of insurance shall be filed with the business manager of the DISTRICT and with the Motor Vehicle Department. Such policy of insurance shall be consistent with the provisions of the Wisconsin Statutes and, in particular, may not be terminated prior to its expiration nor cancelled for any reason unless such insurer first files with the Motor Vehicle Department and with the DISTRICT clerk a notice thereof at least ten days prior to the date of termination or cancellation.

D. Drivers

1. The COMPANY shall hire, train, and replace all drivers. The DISTRICT shall have no direct contact with drivers, except that the COMPANY shall replace any driver who, in the opinion of the DISTRICT, is detrimental to the best interest of the students riding the buses.
2. The COMPANY shall provide the DISTRICT with a list of drivers assigned bus routes as of August 15 of each school year and shall notify the DISTRICT of any permanent changes in such list as they occur.
3. All drivers employed by the COMPANY shall meet all requirements of rules, regulations, and statutes of any governmental agency or body having jurisdiction over this area.

4. The contractor shall maintain a list of all drivers with the following information: name, address, birth date, driver license number, social security (FICA) number, medical examination date, and the completion date of the school bus driver development series.
5. All drivers are required to take physical examinations every two years when they renew their license.
6. Bus drivers are responsible for maintenance of order on the buses at all times.
7. Bus drivers are to permit only those students or adults authorized by the DISTRICT to ride on the buses.
8. Bus drivers are to follow the designated routes.

V. Additional Provisions

- A. The considerations mentioned in Paragraph II and III of this contract to be received by the COMPANY are to be the sole considerations to be received by the COMPANY on account of the services rendered under terms of this contract.
- B. If the COMPANY shall violate, breach, or fail to perform any of the terms or conditions herein contained, this contract shall, at the option of the DISTRICT, be void, and the said DISTRICT shall be entitled to damages, including reasonable attorney fees resulting from said breach or failure on the part of the COMPANY. The partial or total failure of the COMPANY to perform its services as a result of extreme weather conditions, impassable roads, or acts of God shall not be adjudged a breach of contract.

VI. Future Contract Negotiations

- A. Representatives of the DISTRICT and COMPANY shall meet in April and May of each year of the contract term to negotiate annual contract rates for the upcoming contract year.
- B. Representatives of the DISTRICT and COMPANY shall meet periodically during the term of the contract to consider revision/renewal of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.

MENOMONIE TRANSPORTATION, INC.

SCHOOL DISTRICT OF THE MENOMONIE AREA
BOARD OF EDUCATION

Ryan Howe

Rachel Henderson, President

Witness

Dominique Stewart, Clerk

Dated this ____ day of ____, 2023

EXHIBIT 1

The COMPANY shall provide regular daily transportation for the DISTRICT'S students, with 2023-24 school year charges per vehicle as follows:

1. Regular Student Transportation

- a. For each bus making two morning runs and one afternoon run: \$138.18 per day fixed cost plus \$2.51 per mile. If any buses must be added for a single run, there will be a minimum cost of \$261.14 per day per bus.

2. Handicapped Children Transportation

- a. For each early childhood van making one noon and one morning or afternoon run:

<u>Daily Miles</u> <u>Per Van</u>	<u>Daily</u> <u>Charges</u>	<u>Daily Miles</u> <u>Per Van</u>	<u>Daily</u> <u>Charges</u>
30-39	\$201.68	90-99	\$294.02
40-49	217.12	100-109	309.49
50-59	232.46	110-119	324.69
60-69	247.76	120-129	339.98
70-79	263.24	130-139	355.33
80-89	278.61	140-149	370.71

Minimum rate for an early childhood van shall be \$200.05.

- b. For each special education bus making one morning and one afternoon run:

<u>Daily Miles</u> <u>Per Van</u>	<u>Daily</u> <u>Charges</u>	<u>Daily Miles</u> <u>Per Van</u>	<u>Daily</u> <u>Charges</u>
20-29	\$200.04	70-79	\$276.85
30-39	215.40	80-89	292.26
40-49	230.73	90-99	307.63
50-59	246.18	100-109	322.52
60-69	261.46	110-119	338.40

Minimum rate for a special education bus shall be \$190.11/day.

- c. For each multi-handicapped/special education bus making one morning and one afternoon run:

<u>Daily Miles</u> <u>Per Van</u>	<u>Daily</u> <u>Charges</u>	<u>Daily Miles</u> <u>Per Van</u>	<u>Daily</u> <u>Charges</u>
20-29	\$220.00	70-79	\$304.61
30-39	236.88	80-89	321.58
40-49	254.10	90-99	338.45
50-59	270.69	100-109	355.31
60-69	287.63		

Minimum cost per day for the multi-handicapped bus would be \$220.00/day.

- d. For extension of regular bus runs to serve special education students:

Mileage charge - \$2.51 per mile
 Driver charge - \$24.62 per hour, one hour minimum

The COMPANY shall provide transportation on 66-passenger buses for field trips, and attending or participating in extracurricular activities as requested by the DISTRICT, with 2023-24 school year charges as follows:

\$39.63 per hour or \$21.72 per hour and \$2.40 per mile, whichever is greater. Also, there will be a \$79.32 minimum charge for any trip and a cancellation charge of \$16.54.