

**TRANSPORTATION CONTRACT  
WHITE PINE CHARTER SCHOOL  
2959 JOHN ADAMS PARKWAY  
IDAHO FALLS, ID 83406**

**AGREEMENT**

This agreement is entered into on *September 25, 2018*, between the Board of Directors of White Pine Charter School in Bonneville County, Idaho, referred to as the board, and Teton Stage Lines referred to as contractor.

**RECITALS**

The board is interested in entering into a contract for the purpose of providing adequate transportation services for the school children of the *White Pine Charter School* in conformity with local policies and legal requirement for a period of 3 years.

Contractor has bid for the services sought by the board, and contractor's bid has been found by the board to be acceptable.

In consideration of the foregoing and for other valuable consideration, the board and contractor hereby mutually agree as follows:

**SECTION ONE  
SCOPE OF CONTRACT**

The following shall be deemed to be part of this contract:

- a. The advertisement for bids;
- b. The bid by contractor;
- c. Bid security
- d. The notice of award;
- e. The agreements contained in this contract and recited;
- f. All provisions required by law to be inserted in this contract, whether actually inserted or not.

All of the above taken as a whole shall constitute the contract document.

## **SECTION TWO DEFINITIONS**

The following words and expressions or pronouns used in substitute therefore, shall, wherever they appear in this contract, be construed as follows, unless a different meaning is clear from the context:

- a. Arbitration shall mean the reference of any dispute concerning this agreement to a referee: the finding and award by the referee shall be binding on the parties.
- b. Board shall mean the Board of Directors of White Pine Charter School its duly authorized representative.
- c. Contract or contract documents shall mean each of the various parts the contract referred to in Section One, both as a whole and severally.
- d. Contractor shall mean , Teton Stage Lines whether operating as a corporation firm or individual, or any combination of same, and contractor's success of personal representatives, executors, administrators, and assigns, and any person, firm, or corporation who or which shall at any time be substituted in contractor's place.
- e. Law or laws shall mean the Constitution of Idaho, the statutes of Idaho, and any ordinance, rule, or regulation having the force of law that is applicable to this contract.
- f. Notice to the contractor shall mean written notice deposited in the United States mail addressed to contractor at P.O. Box 51455, Idaho Falls, Idaho 83405-1455, or to such other address as may appear in an instrument executed by contractor for that purpose and delivered to the board as a change of address. Notice to the Board of Education means written notice delivered to the chairman of the board at 2959 John Adams Parkway, Ammon Idaho, 83406. Nothing contained in this agreement shall, however, be deemed to preclude or render inoperative the service of any notice, direction, or other communication on contractor personally, or if contractor is a corporation, on any officer or director of contractor.

## **SECTION THREE TERM**

This contract shall be effective from, September 30, 2018 until the last day of school, on or about June 30, 2021 unless sooner terminated in accordance with the provisions of this contract.

## **SECTION FOUR GENERAL UNDERSTANDING AND PERFORMANCE OF WORK**

Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications,

- 4 Buses
- 5 Days per week
- Approximately 200 students

and shall do all things necessary or proper for the performance and completion of the work required by this contract, in the manner and at the times provided in the bid and specifications.

**SECTION FIVE  
DELEGATION OF AUTHORITY**

The board hereby delegates to contractor the necessary authority to supervise and control students on the buses operated by contractor while they are en route under such rules as are adopted by the board. However, this authorization shall not include the right to administer corporal punishment, nor the right to eject any offender under circumstances that may or are likely to result in injury or danger to the offender.

**SECTION SIX  
DESIGNATION OF STUDENTS**

Contractor shall transport only those students designated by the board.

**SECTION SEVEN  
SCHOOL CLOSING**

The board agrees to inform contractor as soon as reasonably possible when schools are to be closed because of weather or by reason of any other conditions that might arise.

**SECTION EIGHT  
SCHEDULE DETAILS**

A description of each route shall be furnished to contractor prior to the start of each school year, together with a time schedule and the designated stops to be observed on each route. Changes in the routes, time schedules, or designated stops may be made, and any of the routes may be eliminated or consolidated at the discretion of the board or its duly authorized agent to meet changed conditions. However, no change, elimination, or consolidation, except to meet unexpected or emergency situations, will be made until after contractor has been given an opportunity to confer with the board or its authorized representatives with respect to the change, elimination, or consolidation at least 5 days in advance of the change, elimination, or consolidation. Adjustments in the sums to be paid to contractor will be made for any increase or decrease in mileage resulting from a change, elimination, or consolidation of routes or additional services for high school or elementary school in the nature of school-sponsored activities, as provided in the specifications. The board may, from time to time, establish regulations to be observed by contractor in connection with all details incidental to the operation of the routes, including starting times, bus stops, discipline on the buses, and any situations that may from time to time arise in the performance of the contract.

**SECTION NINE  
RESPONSIBILITY FOR STUDENTS**

Contractor shall be fully responsible for the care and supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when the student prepares to board the school bus, and shall be deemed to have ended when a student has completed alighting from the bus at a reasonably safe place in which to alight in view of the circumstances then prevailing.

**SECTION TEN  
COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor and contractor's drivers are required to comply with the laws of Idaho, and all regulations or requirements of the State Motor Vehicle Department, Public Utilities Commission, and the State and local Boards of Education or any of them. Furthermore, all school bus drivers employed by the contractor must submit to a criminal history background check pursuant to Idaho Code section 33-130, and shall meet requirements pursuant to IC 33-1509.

It is understood and agreed that White Pine Charter School is a publicly funded, not-for-profit corporation and this Agreement shall in no way or manner be construed so as to bind or obligate White Pine Charter School or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or the Congress fails, neglects or refuses to appropriate such funds as may be designated by and enable White Pine Charter School to continue the payment herein, this Agreement shall automatically be terminated and all future rights and liabilities of the parties hereto shall thereupon cease.

**SECTION ELEVEN  
PAYMENT**

As compensation for the transportation of pupils on the regular routes, the Board shall make payment to the Contractor on a monthly basis, based on route mileage as follows:

**Actual miles per day or forty five (45) miles per day per route (whichever is greater) for the 4 buses, at a rate of \$4.30 per mile for days in operations based on the school calendar, approximately 171 school days.**

**Field Trips in Town** have a 2 hour minimum requirement @ \$55.00 per hours.

**Field Trips Out of Town** have a 2 hour minimum requirement or \$2.50 per mile, whichever is greater.

**Emergency Evacuation Drills** will be billed out at \$55.00 per one (1) hour minimum service per school bus requested.

Because the School and Teton Stage Lines would like to work together to provide the best possible service with the least amount of costs associated with that service, it is agreed that Teton Stage Lines will leave, when possible, route buses at the school. However, it is also recognized that such route buses, from time to time, will need to be brought back to the shop for general maintenance and repairs.

From the school after morning and back to the school before afternoon routes as buses may be required to travel to the Teton Stage Line Shop for the purpose of maintenance or to shuttle the drives back to the shop, the following rates would apply once the 45 mile minimum mileage has been met for that bus:

Each Bus with one (1) or two (2) drivers on board \$4.30 per mile

Each bus with three (3) drivers on board \$5.00 per mile

Each bus with all four (4) drivers on board \$6.50 per mile

Compensation rates are tied to a baseline fuel cost of \$3.00 per gallon. A fuel adjustment cost will be included on the monthly bill at a rate of \$0.01 per mile for each \$0.05 change in fuel costs above or below baseline fuel cost. Adjustments cost will be based on the Contractor's average fuel price for that month.

In the event school is cancelled due to inclement weather or unforeseen circumstances, the Contractor shall be paid one half (1/2) daily rate of the average daily transportation costs for the day in which the cancellation occurs. If buses have already begun driving routes, full wages will be paid to contractor.

At the conclusion of each month, the Contractor shall submit a bill and Contractor's Bus Mileage Report to the school by the 5<sup>th</sup> of the following month. The amount owed to the Contractor shall be paid by net 25 days of submitted mileage report in which the bill was submitted in a timely manner. The bill shall include actual miles for regular routes and rate for fuel adjustment cost. The bill shall be submitted with fuel tickets to verify fuel surcharges. Contractor's Bus Mileage Report shall be sent separately by the 5<sup>th</sup> of the following month. Field trips will be billed out in a timely manner after each filed trip occurs. All field trip bills are due within twenty-five (25) days of invoice date.

**Additional Buses** If additional buses become necessary over and above those provided as basic service, contractor shall furnish them and shall receive the same amount as the bus services currently being provided.

A cost of living increase will be allowed at the beginning of the new school year (should the contract be extended) after the original year of the contract. Such cost of living increase

shall be negotiated between the school administration and the contractor and shall consider the U.S. Consumer Price Index of all Urban Consumers (CPI-U), U.S. City Average.

**SECTION TWELVE  
INSPECTION**

The board reserves the right for its members or duly authorized agents to inspect any and all buses and their operation by riding as passengers or by other reasonable means.

**SECTION THIRTEEN  
TIME OF THE ESSENCE**

Since the contract concerns a necessary public service, the provisions of the contract relating to the daily schedule and regulations that may be promulgated by the board are of the essence of the contract. Accordingly, contractor shall prosecute the work diligently to assure adherence to the schedules.

**SECTION FOURTEEN  
ASSIGNMENT OF CONTRACT**

Contractor agrees not to assign this contract, or any interest in the contract, without the prior approval in writing of the board.

**SECTION FIFTEEN  
FAILURE OF OPERATION**

In the event that contractor fails to operate any route because of the failure of equipment or personnel, the amount of payment for the route may be deducted from the following month's payment at the rate of \$4.30 cents per mile. In order to provide timely service in the event of an equipment failure, the contractor shall have a backup bus available within thirty minutes.

**SECTION SIXTEEN  
RIGHT TO DECLARE DEFAULT**

In addition to any other rights the board may have, the board shall have the right to declare contractor in default if:

- a. Contractor becomes insolvent;
- b. Contractor makes an assignment for the benefit of creditors;
- c. A voluntary or involuntary petition in bankruptcy is filed by or against contractor;
- d. Contractor fails to perform any schedule when notified to do so by the board;
- e. Contractor shall abandon the work;
- f. Contractor shall refuse to proceed with the work when and as directed by the board;
- g. Contractor shall without just cause reduce contractor's working force to a number that, if maintained, would be insufficient, in the opinion of the board, to carry out the work in accordance with this agreement;
- h. Contractor shall sublet, assign, transfer, convey, or otherwise dispose of this agreement other than as specified in this agreement;
- i. A receiver or receivers are appointed to take charge of the property or affairs of contractor;
- j. The board shall be of the opinion that contractor has willfully or in bad faith violated any of the provisions of this agreement;
- k. Any applicable laws have been violated by contractor or contractor's agents, servant, or employees;
- l. Any vehicles provided by contractor are operated in a manner that imperils the safety of the passengers;
- m. Any vehicles provided by contractor are not kept clean or in first class mechanical condition.

Before the board shall exercise its right to declare contractor in default, it shall give contractor an opportunity to be heard, on 5 days notice, at which hearing contractor may at contractor's expense, have a stenographer present, provided, however, that a copy of the stenographic notes, if any, shall be furnished to the board.

**SECTION SEVENTEEN  
EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT**

The right to declare contractor in default for any of the grounds specified or referred to in Section Eighteen shall be exercised by sending contractor a notice signed by the Chairman or Secretary of the board, setting forth the ground or grounds on which each default is declared.

**SECTION EIGHTEEN  
BOARD'S RIGHTS AFTER TERMINATION**

After the termination of contractor's services for a default under this contract, the board may employ another contractor or contractors to complete the terms of this agreement, and hold contractor responsible for any extra or added expense, loans, or damages suffered by the board.

**SECTION NINETEEN  
OTHER REMEDIES**

The provisions outlined in this agreement as to the rights of the board after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

**SECTION TWENTY  
INDEMNIFICATION**

Contractor will be required to indemnify the *White Pine Charter School* from any loss that it may sustain from any cause arising out of the performance or lack of performance of this agreement by contractor.

**SECTION TWENTY-ONE  
REPORT OF ACCIDENT**

Any accident involving student transportation shall be reported to the administrator as soon as possible and not later than 2 hours from the time of the accident. A detailed written report must be submitted to the board as soon thereafter as possible and not later than 24 hours after the time of the accident.

**SECTION TWENTY-TWO  
TITLES OF PARAGRAPHS**

The various titles to the paragraphs in this agreement are used solely for convenience and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this agreement.

**SECTION TWENTY-THREE  
UNLAWFUL PROVISIONS DEEMED STRICKEN**

All unlawful provisions of this agreement shall be deemed stricken from the agreement, and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the agreement.

**SECTION TWENTY-FOUR  
ALL LEGAL PROVISIONS INCLUDED**



It is the intention of the parties to this agreement that all legal provisions of law required to be inserted in the agreement shall be and are inserted in it. However, if by mistake or otherwise, some such provision is not inserted in the agreement, or is not inserted in proper form. Then on the application of either party the agreement shall be amended so as to strictly comply with the law without prejudice to the rights of either party under the agreement. This Agreement shall be governed and interpreted by the laws of the State of Idaho.

**SECTION TWENTY-FIVE  
LIABILITY INSURANCE**

In accordance with IC 33-1507, the contractor shall be require to have liability insurance in the minimum limits outlined in the Standards for Idaho School Buses and Operations in effect during the duration of the contract. The contractor will list WPCS as an additional insured on the liability insurance policy. The contractor shall provide the charter school with a certificate of liability insurance from the contractor's liability insurer showing coverage in the minimum limits outlined in the Standards for Idaho School Buses and Operations.

In witness whereof, the Board of Directors of White Pine Charter School of Bonneville County, Idaho, acting by \_\_\_\_\_ its Chairman, duly authorized, and contractor have set their signatures and seals the day and year first above written.

WHITE PINE CHARTER SCHOOL

By: \_\_\_\_\_  
Chairman, Board of Directors  
White Pine Charter School

ATTEST: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Authorized Agent

ATTEST: \_\_\_\_\_