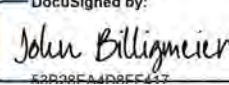
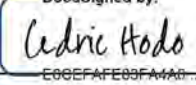




## Madison Metropolitan School District Contract Signature Page

|                     |                         |
|---------------------|-------------------------|
| VENDOR              | FIRST STUDENT INC       |
| EXECUTION DATE      | 7/1/2023                |
| CONTRACT EXPIRATION | 6/30/2028               |
| CONTRACT AMOUNT     | 81337531.90             |
| DEPARTMENT          | Transportation          |
| CONTRACT TYPE       | Transportation          |
| DESCRIPTION         | Transportation Services |

**IN WITNESS WHEREOF**, the parties have signed this agreement as of the day and year first above written.

|                              |                                                                                                                                                        |                |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Vendor Signature             | <small>DocuSigned by:</small><br><br><small>52D98FA4D8FF447</small>  | Date: 5/9/2023 |
| Principal/Executive Director | <small>DocuSigned by:</small><br><br><small>E66EFAFE89FAMAD</small> | Date: 5/8/2023 |
| Comptroller                  | <small>DocuSigned by:</small><br><br><small>EE687D31739547C</small> | Date: 5/8/2023 |

Do you or does any person you plan to assign to MMSD's work receive a WRS retirement annuity?    Yes                      No    ☒ X

Are you contracting with us through a third party?                                              Yes    ☒ X                      No

**SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT BETWEEN MADISON  
METROPOLITAN SCHOOL DISTRICT AND FIRST STUDENT, INC.**

THIS AGREEMENT ("Agreement") is made and entered into as of the 28th day of April 2023, by and between Madison Metropolitan School District located at 545 W. Dayton St, Madison, WI 53703, (hereinafter called "District"), and First Student, Inc., with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at 740 Oscar Avenue, Madison, WI 53704 (hereinafter called "Contractor").

**W I T N E S S E T H**

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

WHEREAS Contractor desires to provide such transportation services,

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

**SECTION 1: TERM**

- 1.1 The term of this Agreement shall commence July 1, 2023, and shall continue for five (5) years through June 30, 2028 ("Term") for up to 175 and no less than 172 school days according to the school calendar. District agrees to pay the Contractor at the rates specified in Exhibit A for the total of 175 school days. This Agreement may be extended by mutual written agreement for three additional one-year terms. Such extensions shall be negotiated and executed no later than February 1st of the preceding school year.

For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 and ending June 30.

**SECTION 2: SCOPE OF SERVICES REQUIRED**

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill the District's needs for transportation services as described in the Bid Specifications and Contractor's Proposal. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the Bid Specifications and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: (1) Contractor's Proposal and (2) the Bid Specifications.
- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of the District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. The total number of routes will be calculated once routing is finalized for moving from three tiers to two tiers, fifteen (15) days prior to the first day of school for the 2023-2024 school year for the purpose of Schedule Readjustments. District may increase or decrease services to be provided by Contractor under this RFP ("Schedule Readjustments"). Schedule Readjustments won't be applied to driver shortages, only increases or decreases

directed by the District. Where Schedule Readjustments impact by 5% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this Agreement/RFP, either party shall be permitted to request a renegotiation of the Contractor rates based on either an increase or decrease of service level requirements.

- 2.3 In the event Contractor agrees to any Schedule Readjustments, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet School District requirements.
- 2.4 District represents, warrants and covenants that from and after the effective date of this Agreement, District will use Contractor as District's sole and exclusive provider for all of District's home-to-school bus transportation at rates agreeable by the parties. District will use Contractor as the preferred provider for all others.

"Charter Transportation" shall mean transportation for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar non-home-to-school route.

- 2.5 District must notify Contractor in writing within forty-eight (48) hours of an incident and its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. District must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident. Liquidated damages are specified in Appendix B.

District agrees not to impose liquidated damages during the first sixty (60) days of the first contract year starting from the first day of school ("Startup Period"). This is to allow for adjustments and transition.

- 2.6 If District suspends service for longer than fourteen (14) days for any reason, including, but not limited to, a force majeure event as defined in this Agreement, District shall pay Contractor for 80 percent of all daily costs associated with the contract from the first suspended/canceled day through the length of the cancellation/suspension. This will allow the Contractor operational continuity by being able to pay fixed costs and continue paying drivers, aides, technicians, and local office staff during the suspended period. If the parties are unable to reach an agreement on payment of daily costs, Contractor shall have the right to terminate the contract at the end of the current school year. Upon such agreement to pay a share of fixed costs, Contractor agrees to reimburse the District sixty (60) percent of such payments if Contractor receives service continuation grants from local, state or federal governments to cover the cost of paying drivers and local staff.
- 2.7 The proposal for this contract shall be subject to the provisions and limitations of Federal Regulations, Wisconsin Statutes, and Wisconsin Department of Transportation, DPI, and the MMSD Board of Education's Policies.



- 2.8 The Contractor shall, at its expense, procure and maintain in effect all licenses, permits and certification that are or may be required by regulatory bodies to meet pupil transportation standards.
- 2.9 As directed by the District Contract Administrator, the Contractor will conduct periodic and/or daily student counts on all applicable routes to identify and document students that have been provided with contracted services. Such counts will be conducted and documented/recorded by the Contractor as directed and scheduled by the District to satisfy the needs of the District and the Wisconsin Department of Public Instruction.
- 2.10 Failure by the Contractor to transport any child or children because of an action or misbehavior on the part of any child or children, or because of inclement weather or impassable road conditions shall not be considered a breach of this contract if the Superintendent or designated representative is notified of the carrier's intent to deny or refuse transportation, and the Superintendent or representative authorizes the refusal or denial of transportation.
- 2.11 The Contractor shall be responsible for maintenance of schedules. Updated route documentation must be expeditiously handled in a manner that assures the bus staff has the most recent route documentation and does not fail to provide service as established in an update. Whenever possible, the Contractor will be provided with an opportunity to respond indicating when the updated service will begin based upon operational necessities. Unless otherwise specified or approved by District Transportation Services, this will happen within three (3) school days of the request being received by District Transportation Services (which will normally be processed and provided to the Contractor within 24 hours of receipt).
- 2.12 The Contractor shall be responsible for providing adequate supervision of students (including maintaining proper bus behavior) while students are being transported and during the loading and unloading process.
- 2.13 All needed, authorized, and legal car seats, booster seats, and associated items such as, but not limited to, seat belt buckle locks will be purchased, within US legal standards, appropriate, properly functioning, inventoried, and stored by the Contractor when necessary.
- 2.14 District Transportation Services shall furnish the Contractor with a listing of established bus routes, by school, that will establish all route, stop, and time information for each route. The District expects to give Contractor the routing information in a timely manner and expects the route information to be scrutinized and test runs completed no later than seven (7) working days prior to the service beginning (any discovered or anticipated complications must be discussed prior to this date). Prior to the first day of service, the Contractor will return a listing that identifies the vehicle and bus staff that will be servicing each route.
- 2.15 Regarding specialized transportation, at the start of each year, the Contractor is required to contact the parent/legal guardian for each student the Contractor is responsible for transporting and provide pertinent information (to include, but not limited to, route identification, stop pick up and drop off times, specific stop location, vehicle information). This must be accomplished no later than five (5) working days prior to the service beginning.
- 2.16 The District currently utilizes Transfinder (Routefinder Plus) software. No later than July 15, 2023, Contractor shall purchase and implement Transfinder, and train Contractor's staff on the



usage of such software as specified by the District. If Contractor determines that there are other software opportunities, Contractor will advise District Transportation of potential upgrades or enhanced opportunities prior to implementation.

- 2.17 Contractor shall minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes. When school bus drivers arrive at loading or unloading areas to drop off or pick up passengers, they should turn off their buses as soon as it is deemed safe to do so to eliminate idling time and reduce emissions. The school bus should not be restarted until it is ready to depart. During colder seasons, if the outside temperature falls below 32(F) degrees, buses can idle for up to fifteen (15) minutes.

During the winter, Contractor must ensure that its fleet maintains a minimum inside temperature of 60(F) degrees when students are in the vehicle and/or transported. The Contractor shall take steps necessary to ensure that its fleet is ready and available to be placed into service. Contractor will take some or all of the following steps to meet this obligation: provide inside heated storage, use freeze plug engine heaters, or other means for assuring that all buses, including standby buses are able to be placed in service.

- 2.18 Unless there is an emergency, only authorized stops are permitted when students are on buses or in vehicles. In addition, there should be no significant deviations from the regular or published route schedules unless it is approved by Contractor management and deemed necessary due to unusual or unsafe circumstances. Exceptions (non-emergencies) require advance approval from District Transportation Services. All unused or dead stops will be reported to District Transportation Services upon request or at any time it is determined that route efficiency and/or savings can be gained (this would include perhaps merging routes because of route efficiencies gained from removing unused stops).
- 2.19 The Superintendent or designated representative may consolidate, modify, or eliminate school bus routes, services, and schedules during the term of this contract to meet the transportation needs of the District. These changes are to be accomplished on a "no charge basis." The Contractor will be expected to assign and continue to monitor route pairings to ensure that all routes are doubled with other routes unless there is simply no route pairing possibility. The Contractor must justify any single route and gain approval prior to operating a route as a single route.
- 2.20 The Contractor will be expected to monitor District/School calendars, coordinate with District Transportation Services and/or individual schools and adjust daily route scheduling to ensure transportation is provided as needed and accommodate any scheduled releases (including, but not limited to, early releases). This effort will be communicated in advance to District Transportation Services.
- 2.21 The Contractor shall maintain a base of operation within or near the boundaries of MMSD and the Contractor.
- 2.22 The Contractor shall employ a contract manager who shall be assigned full time solely to the administration of this contract. The name and contact information for this manager will be provided to the District as soon as practicable but no later than July 1, 2023. Within five (5) days of any change in contract manager, the Contractor will provide updated contact information to the District.

- 2.23 The Contractor shall employ a sufficient number of full-time staff, who shall be available during the school day, as set forth in the school calendar, during hours of service and dedicated solely to each segment of this contracted service (regular, specialized, shuttle, afterschool, summer school, and extra-curricular transportation services).
- 2.24 The Contractor must have the management expertise on hand to address issues and expectations and reasonably determine when it is necessary to make appropriate decisions and to contact District Transportation Services. The Contractor should assume that anything that might be considered outside normal day to day operational circumstances would require the carrier to contact District Transportation Services immediately. This would also include anything that has happened or is reasonably suspected to happen that would call into question the safety of a student or disrupt a safe and/or scheduled service. Quite simply, when there is doubt, District Transportation Services should be contacted.
- 2.25 The Contractor shall establish operating hours such that capable personnel will arrive and be on duty one hour prior to the time that the first bus must leave for service each morning and one hour beyond the arrival of the last scheduled bus at the terminal in the afternoon or evening. During this period, voice messages and e-mail correspondence left for and sent to the Contractor must be answered to the District's satisfaction and/or completely addressed within a 60-minute window. Contractor must provide the District with a centralized email address and a telephone number that will be monitored and answered throughout the day.

The Contractor shall maintain a 24-hour per day telephone service for emergency purposes that will be answered by someone capable of making management decisions as it pertains to the contract to expedite communications between the District, school staff, parents, and the Contractor. To perform the services required under this contract, the Contractor shall provide and agree to upgrade as necessary at its own expense, computer and office equipment, phone lines, radios, etc., required to communicate with the District, schools, carrier staff, drivers, etc.
- 2.26 Contractors are expected to monitor employee arrival times and if an employee is late or absent, assign a prepared substitute in a manner that will ensure contracted services are not delayed because of tardiness or absenteeism.
- 2.27 The Contractor shall notify the applicable school and/or department AND District Transportation Services if a contracted service will be delayed by more than ten (10) minutes. If contact information is known or provided within Infinite Campus or any other provided source, the Contractor will also notify staff and/or parents/guardians of students who are expected to be waiting for contracted service.
- 2.28 The Contractor will provide support and follow specific directions as it relates to how buses are positioned at the schools for loading/unloading. Contractor should coordinate the daily bus order with each Building Administrator. When buses need to be placed in a different order, Contractor will ensure that this information is conveyed to the Building Administrator.
- 2.29 Unless the Contractor has confirmed there is a safety risk and has expressed that concern to District Transportation Services in advance, the Contractor shall not refuse any inbound student transportation resulting from a student's name not being listed on the current route documentation. The carrier will require that bus staff collect, at the time of boarding, as much

identification information as possible relating to the student and that this information will be provided to District Transportation Services as soon as possible. Unlisted students who attempt to board any Contractor vehicle for outbound transportation will be allowed to board so long as bus staff request school staff identification, student identification, and confirm the stop location that will be used based upon the student information obtained from school staff prior to departure from the school.

- 2.30 If at any time the District receives a complaint about a service provided, or the Contractor fails to provide a contracted service in a manner that meets District expectations as set forth in this Agreement, the Contractor will participate in any investigatory actions as described in 5.1.22 of the RFP (Attachment # 1).

For all investigations, the Contractor will provide information that clearly details the investigatory action taken in response to the specific incident or issue and the findings, the specific action taken as a result of the Contractor's findings, and, when appropriate or required, the action taken by the Contractor to assure the issue has been addressed in a manner to avoid a repeat occurrence by the bus staff in question and any member of the Contractor's staff.

- 2.31 The Contractor will ensure that, where necessary, its staff and managers will attend meetings with District staff as deemed appropriate by the District Contract Administrator. The Contractor shall not organize or attend a meeting pertaining to any service provided for the District without prior written approval of the District Contract Administrator.
- 2.32 The Contractor's staff shall refrain from expressing opinion of any sort regarding student behavior, route matters, or anything else associated with the administration of the contract to students, parents or MMSD staff. Parents, school staff, and others should simply be greeted, addressed with respect, and provided with appropriate (factual) information and/or informed to contact the school office or District Transportation Services (depending on the nature of the inquiry, question, request, allegation, and/or complaint).

For the first week of the academic year and the first week of summer school (and anytime as required by the District), the Contractor must coordinate an "all clear" process which requires the Contractor's bus staff to finish routes, complete post-trip inspections, and report to District Contract Administrator.

- 2.33 It is desirable that bus staff speak fluent Spanish and/or Hmong. Upon request, the Contractor must demonstrate sufficient effort taken to employ such staff or provide alternative methods of communication such that its staff can communicate with all students.
- 2.34 Absent an emergency or urgent need that cannot be avoided, bus staff will refrain from leaving the bus and going into the school for personal reasons.
- 2.35 Bus staff will refrain from making any physical contact with a student unless it is determined that appropriate physical contact is required to ensure the safety of the student or students being transported.
- 2.36 Unless authorized by District Transportation Services and/or the school's administration, no parent or adult will be allowed to board a bus for any reason. If it is determined that there is a safety risk, bus staff should immediately request assistance (to include contacting Contractor



management and/or contacting the police). If this happens, District Transportation Services must be informed immediately.

- 2.37 Unless approved by District Transportation, no unpublished (unauthorized) stop locations will be used to release students unless it is determined that there is an immediate safety risk to students. Should this be the case, bus staff should immediately inform Contractor management and District Transportation Services must be informed immediately.
- 2.38 It is not common that a student will need assistance to/from the front door of a residence to the vehicle. However, if door-to-door assistance is required for a student to benefit from their programming, then the District is required to provide such transportation services. The District will not assist inside a student's residence or beyond the threshold of the front door of the residence. Contractor's bus staff must accommodate students who require door-to-door services by assisting as described above. This support might include carrying items, providing wheelchair support, or other reasonable accommodations.
- 2.39 Each Principal or Building Administrator shall have the right to determine their preferred procedure for the use of electronic devices on buses. When necessary, the Contractor can petition the District for a ruling and provide input so that all factors can be considered and a well thought out decision can be made.

District has final decision-making authority as it pertains to determining whether Contractor's bus staff will be permitted to provide services for the District. In addition, if a driver or an attendant is determined to be unsuitable, the driver or attendant will not be allowed to provide services for the District as an employee of any Contractor.

- 2.40 The following requirements are mandatory and must be complied with by the contracted carrier:
  - 2.40.1 The District recognizes that in most cases, students have a right to transportation to and from school that is provided in a manner set forth by statute. The Contractor's bus staff are responsible for the supervision of students while the students are on the bus/vehicle and while the students are in the process of loading/unloading. The drivers shall stop and properly secure the bus before attempting to correct any major behavioral issues.
  - 2.40.2 All student bus misbehavior shall be reported as soon as possible. If the issue occurs during the morning routes, the behavior report must be submitted as soon as possible, but no later than 10:00 am on the day of the incident. If the issue occurs in the afternoon, the report must be submitted as soon as possible on the same day of the incident by 5:30 pm or, if that is not possible, no later than 8:00 am on the next school day after the incident. If the Contractor's bus staff witnesses or receives information that alleges that a student was involved in inappropriate behavior, the carrier shall submit an incident report detailing all known information regardless of whether the incident was personally witnessed by bus staff or not. Student bus misbehavior on school routes or extra-curricular trips shall be reported to the school administrator or designee. Misbehavior on MSCR routes shall be reported to the MSCR Director or a designated representative. The building administrator or designee shall determine consequences for inappropriate behavior. Consequences may include suspension of bus riding privileges. If the carrier

intends to recommend that a student be ineligible for bus transportation because of bus misbehavior, the Contractor will coordinate those efforts through District Transportation Services and the appropriate administrator shall be notified. Authorization will be obtained from the Superintendent or designated representative.

- 2.40.3 If at any time the Contractor is contacted, becomes aware of, or gains information related to unsafe circumstances involving a student or pertaining to a student being injured/hurt or unaccounted for/missing, we expect immediate communication to take place between the bus staff, the carrier management team, the student's school staff (if possible), AND our Transportation Department. This communication should take place immediately and, in the interest of time, the initial report should not be made through email correspondence. Communication efforts such as this would also be expected in a situation where a student is discovered beyond the student's assigned stop on a bus while on route or at the time of any post-trip inspection. The Contractor is expected to take all necessary action to immediately resolve the issue in a fully informed manner and communicate all actions taken at the time the action is being taken to avoid undue hardship and/or worry.
- 2.40.4 At Contractor's expense all seats will be numbered with easily readable numbers in accordance with established industry standards in a manner that allows students to be assigned to a seat by number if needed. If required, the Contractor will utilize seating charts furnished by school administration or District Transportation Services. In the absence of a school or District seating chart, the Contractor will use a seating chart developed by Contractor management when it is deemed appropriate. Regardless of whether a seating chart is being utilized, all early childhood and 4K students will be assigned to the seats closest to the front of the bus.

### SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for all services rendered hereunder, District shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A.

Contractor will submit to District a monthly statement of its services rendered during the prior month. After verification of the statement, District shall pay the full amount due to the Contractor within thirty (30) business days following the date on which the statement is submitted.

If any invoice amount is disputed by District, District shall deliver written notice specifying the disputed amount to the Contractor within five (5) days of the District's receipt of the invoice. If District does not provide a notification of dispute, it waives any right to dispute the invoice in the future. District shall pay all amounts not disputed to Contractor on or before the 30th business day following the date on which the statement has been submitted.

- 3.2 The parties agree that pricing encompasses fixed and variable costs that are designed to capture the cost of labor, capital expenditures, protective equipment, cleaning supplies and outlays, and other contractual obligations assumed by the Contractor for the benefit of the provision of transportation services to the District. For purposes of this Agreement variable cost is defined as cost associated with hourly employees and fixed costs include, but are not limited to, costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance and other operations costs. Also, pricing encompasses

profit that should be received by the Contractor for managing and operating the District's transportation services.

- 3.3 The parties also agree that the Contractor's bid model assumes that payment will not be interrupted in any manner over the agreed upon term and if said bid model is interrupted in any manner the parties shall renegotiate an equitable solution that supports the bid model. If the parties cannot agree on an equitable solution within ninety (90) business days, then the Contractor has the right to terminate for convenience.

#### SECTION 4: ESCALATION

- 4.1 The District will apply an annual percent increase to the regular, specialized, shuttle, afterschool, summer school, and extra-curricular transportation services. This will also include the attendant rates. This increase will be applied to rates for years two (2) through five (5) of the contract (and if applicable, for all following extension years). The District guarantees the annual rate increase to be a minimum of 2.5%, but no greater than 3.5%. For adjustments greater than the minimum, but less than the maximum, the District intends to establish the percentage based upon the annualized unadjusted percent change to June (of current year) from June (of previous year) national-series "CPI-W" as calculated by the U.S. Department of Labor. For the first increase, Contractor will be notified of this increase by August 1st of 2024 (and similarly each year thereafter).
- 4.2 In the event of unusual circumstances, such as changes in local, state or federal laws, regulations or specifications or recommendations, to include enhanced safety protocols such as increased vehicle cleaning protocols; health screenings; vehicle configuration/modification; PPE; or seat belt installations; or increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs to increase at a disproportionate rate to the existing rate, then the parties shall negotiate in good faith to seek an equitable rate adjustment. Contractor shall make a reasonable effort to maintain daily rates as stated in Exhibit A.
- 4.3 In the event of a driver shortage, Contractor shall be permitted to pass through some of the cost of previously negotiated incremental labor costs and expenses. A driver shortage shall mean less than 90% of the drivers needed to meet the District's service requirements.

#### SECTION 5: FUEL

- 5.1 The District will reimburse Contractor monthly for the cost of fuel or propane consumed by school buses for scheduled regular route services under this Agreement (special routes, shuttle services, and extra-curricular services shall be quoted without reimbursement of propane/fuel cost to the vendor). The amount of such reimbursement for fuel consumed for regular route services shall be calculated as set forth in 5.2 below.
- 5.2 To calculate payment for propane and fuel, the total amount of mileage pertaining to regular route services (School Bus) will be split according to the Contractor's fleet. For the percentage associated with fuel, route miles will be divided by 8.0 (mpg) and multiplied by the average monthly rate per gallon. For the percentage associated with propane, route miles will be divided by 4.0 (mpg) and multiplied by the average monthly rate per gallon.



For the purpose of these calculations, only the distance between the first pick up location (stop), where the first student(s) board the bus, to the last drop off location (stop), where the last student(s) exit the bus, will be used. Route distances are measured/calculated by the routing software. However, the Contractor may request that the District consider, at the District's discretion, an agreement to use a different route distance when unusual factors are present.

- 5.3 The average monthly rate per gallon for Midwest #2 ultra-low sulfur diesel and unleaded gasoline fuel will be obtained by the District from the U.S. Department of Energy or the AAA website or other reasonable and credible source.
- 5.4 If at any time it is determined by the District and the Contractor that electric school buses are suitable for appropriate student transportation, the District will work with the Contractor to allow the Contractor to acquire necessary equipment through normal fleet attrition and negotiate similar terms for electricity reimbursement.

## SECTION 6: ROUTES AND SCHEDULES

- 6.1 District shall be primarily responsible for planning all routes, stops and schedules. Contractor will provide adequate support to the District for routing and scheduling and work collaboratively to develop the most efficient routing. District will work with Contractor to furnish a complete route map and routes at least thirty (30) days prior to the start of each school year to ensure adequate time for successful dry runs.
- 6.2 District shall furnish Contractor service dates with a list of student names and addresses not later than thirty (30) days prior to the start of each school year, from which Contractor will construct a complete route map on or before the first day of enrollment of each school year. Contractor shall use the route information provided by the District to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to District. District shall inform parents and families of these times.

## SECTION 7: RECORDS AND REPORTS

- 7.1 Within thirty (30) days of a request, Contractor shall provide any reports and records which may be reasonably requested by the District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. Any information that the Contractor deems to be confidential and not subject to Wisconsin's Public Records Law (Wis. Stat. sec. 19.21) must be marked as confidential. The District will to the extent that such documents are exempt from disclosure under Wis Stat. sec. 19.21 protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.

Contractor and its employees will keep confidential any student information provided to assist it in the establishment, maintenance and/or performance of routes and/or safety planning.

The personnel reports and information contained therein shall be limited to that information permitted to be transmitted to the District by federal and state privacy laws and will be protected by the District to the fullest extent allowed by law. The District agrees to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity



arising from or caused by any act of neglect, default or omission of District related to its receipt or use of such information to the fullest extent allowed by law.

- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by the District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of the District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall maintain records in accordance with the District's retention schedule. Records containing student information shall be maintained in a secure location. In accordance with the District's retention schedule, student information must be disposed in a manner that will not compromise any confidential information. In the event of a breach of confidential student information, Contractor shall inform the District immediately and take steps to remediate the breach.

## SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or resulting from the operations of Contractor, or any of its Sub-contractors in prosecuting the work hereunder; provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from acts or omissions of the District, its Board officers, employees, or representatives. The District shall give notice to Contractor of a claim for which it seeks indemnification from Contractor within thirty (30) business days of receiving written notice of such claim from the District or any other third party.

## SECTION 9: INSURANCE

- 9.1 The Contractor performing services for the MMSD shall obtain prior to initiating services and maintain throughout the life of the contract at the Contractor's sole expense:
- 9.2 Adequate worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. General commercial liability insurance covering bodily injury, property damage, personal injury and "errors and omissions" insurance against any claim(s) that might arise or occur in connection with carrying out the contract for services. The minimum combined single limit under this policy shall be five million dollars (\$5,000,000). Coverage under the general commercial liability policy for claims arising in connection with the Contractor's operation of any vehicle may be secondary to Contractor's coverage under a separate motor vehicle insurance policy for bodily injury, property damage, and personal injury so long as the combined single limit requirement of \$5,000,000 is met as applied to such claims. This general commercial liability insurance policy shall also, by its terms or through a separate policy or endorsement, include coverage for the contractual liability that may arise under Paragraph 9 of the Standard Terms and Conditions in RFP 4084 – Transportation Services.
- 9.3 Contractor will be subject to the District including a codicil requiring that the Contractor's automobile and general liability policies include coverage for Abuse and Molestation and that a copy of said endorsement be provided for MMSD's review. This coverage will insure the

Contractor, and name the District as an additional insured, in the minimum amount of \$1,000,000 per occurrence against claims, demands and causes of action arising from or relating to any acts or omissions by the Contractor and/or its employees, staff, agents, and representatives, in order that any injured party and the District may have recourse against the party responsible for injury, damages, or other loss or expense.

- 9.4 Insurance for each owned, non-owned and hired school bus and other vehicle used to provide services under a contract with the District, in such amount and in such form as is required by the Statutes of the State of Wisconsin, but in no case shall the bodily injury coverage limit on a per person basis be less than \$100,000 per person per incident.
- 9.5 In addition, the Contractor shall provide the District with thirty (30) day advance written notice of change of insurer or change of coverage. The Contractor shall provide the District with written thirty (30) day advance notice of termination of insurance as soon as Contractor receives such a notice. If the Contractor does not maintain insurance, the District may, at its option, immediately terminate the contract in whole or in part in addition to any other remedy available.
- 9.6 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business and at limits of not less than \$2,000,000.00.

#### SECTION 10: FORCE MAJEURE

- 10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, including but not limited to, pandemics and epidemics, District shall excuse Contractor and Contractor shall excuse District from performance under this Agreement.
- 10.2 Notwithstanding any provision of this Agreement to the contrary, if District, or any government agency temporarily, intermittently, or permanently suspends in person classes during the term due to a pandemic or other Force Majeure Event (each a "Closure Period"), for fourteen (14) school days during the Closure Period that school would have been in person but for the Closure Period, [or District shall pay Contractor for all fixed costs associated with the Agreement and the parties will negotiate in good faith equitable adjustments to the rate to properly account for remaining cost structure. However, if District fails to pay all the Closure Expenses, and the Closure Period continues for longer than ten (10) business days, Contractor may terminate this Agreement upon the provision of written notice to District.

#### SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor the full daily rate per bus for days when District fails to notify Contractor by 5:00 a.m. of school cancellation.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall

cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

## SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.
- 12.2 Contractor's bus staff shall take DPI approved training required under Wisconsin Statutes section 118.29(6), which training shall include information about allergic reactions and the administration of epinephrine auto-injections or glucagon.
- 12.3 Bus staff must be trained to recognize the symptoms of anaphylaxis, how to properly administer an epinephrine auto-injector, and what to do when an anaphylactic emergency happens.
- 12.4 There shall be no eating on the bus, ever.
- 12.5 Allergic students should be allowed to self-carry epinephrine auto-injectors when parents deem it appropriate, including students who may not yet be able to self-administer. Having epinephrine readily available is of the utmost importance.
- 12.6 School staff and/or parents will be expected to brief bus staff regarding which children have food allergies and their respective emergency action plans prior to being deployed on a route. Understanding who is at risk and what to do in an emergency is as important on the bus as it is in the school.
- 12.7 The bus staff should call emergency services directly for help rather than contacting a dispatcher who is then responsible for calling emergency services, adding extra time to the process. The time-to-response should be minimized to ensure prompt medical attention.
- 12.8 Use of EpiPen®: Drivers assigned to transport Students with severe allergies shall be given special training by the Contractor concerning the techniques and administering of EpiPen® medication. District shall develop applicable procedures for the emergency administration of epinephrine via EpiPen® to a Student for anaphylaxis which provides that:
- 12.9 The parents or guardians of the students with severe allergies must provide Contractor and the District with written authorization for the administration of the EpiPen®.
- 12.10 The parents or guardians of the student must provide the School District with written orders from the student's physician or advanced practice nurse that the student requires the administration of epinephrine for anaphylaxis and does not have the capability for self-administration of the medication or may require assistance in administration in some circumstances. The District will verify those written orders and will be responsible for communicating to Contractor that the District has received proper orders and the District will provide a summary of those orders in a form for use by the Contractor and its drivers.
- 12.11 The parents or guardians of the student must sign and provide a statement acknowledging their understanding that if the procedures specified in this section are followed, the Contractor, its drivers, its aides and other Contractor personnel shall have no liability as a result of any injury



arising from the administration of or failure to administer the EpiPen® to the student and that the parents or guardians shall indemnify and hold harmless the Contractor, its drivers, aides and other personnel against any claims arising out of the administration of or failure to administer the EpiPen® to the student.

### SECTION 13: MANAGEMENT PERSONNEL

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

### SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure the District of continuous, reliable, safe, and on time service. The Contractor shall maintain no less than ten percent (10%) of drivers and an additional ten percent (10%) of attendants as spare drivers and attendants for each day and for both inbound (i.e., to school) and outbound (i.e., from school) routes. Upon request, the Contractor shall give District Transportation Services a roster of drivers and attendants (including standby drivers and attendants) for transportation services.
- 14.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus. Contractor shall employ a sufficient number of qualified drivers and support personnel to assure the District of continuous, reliable, safe, and on time service.
- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request Contractor to remove from service to District any driver, aide or monitor who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.
- 14.4 Contractor shall provide qualified drivers/trainers and qualified drivers, trained and licensed in accordance with applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, District shall advise the Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into

its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:

- 14.4.1 Possess a valid license or permit issued by this State authorizing such a person to operate a school bus.
- 14.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.
- 14.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- 14.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.
- 14.4.5 Contractor shall make a thorough investigation on the background of all bus staff. If an applicant has been arrested or convicted for any reason, the Contractor will forward the information in writing and review the same with the District before permitting the driver/applicant to drive or attend on a vehicle providing services for the District. MMSD may declare bus staff to be disqualified and such bus staff shall not be permitted to drive or serve as an attendant for the District. If a driver or attendant currently on a route is found to have a criminal record (that upon initial review was not apparent), that driver or attendant shall be immediately removed from the route until review can be made by the District. Failure to comply with this section may result in immediate termination of all or part of the contract.
- 14.4.6 The personnel reports and information contained therein shall be limited to that information permitted to be transmitted to the District by federal and state privacy laws and will be protected by the District to the fullest extent allowed by law. To the fullest extent allowed by law, the District agrees to indemnify, hold harmless and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of District related to its receipt or use of such information.
- 14.4.7 Contractor agrees to employ enough drivers to cover the needs of the District for regular, specialized, shuttle, afterschool, and summer school transportation services. All drivers shall meet all applicable current District, local, state, and federal requirements, including legal requirements, as well as all subsequent amendments and revisions. All drivers shall fulfill the physical examination requirements mandated by Wisconsin Statutes, and a copy of the physician's examination shall be available for inspection by the Superintendent or designated representative.

- 14.5 Contractor shall be required to meet any other criteria required by law or by District's policies, rules or regulations.

## SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content. All drivers under this Agreement shall have completed an initial AND (thereafter) an annual basic bus driver training class (approximately 15 hours) prior to providing services under this contract. All attendants under this Agreement shall have completed an initial AND (thereafter) an annual basic attendant training class (approximately 8 hours) prior to providing services under this contract. Details training subjects are detailed out on Attachment C.
- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.
- 15.3 All attendants under this Agreement shall have completed an initial AND (thereafter) an annual basic attendant training class (approximately 8 hours) prior to providing services under this contract that discusses:
- Student management (passenger control and safety)
  - Sensitivity training for students with special needs
  - First aid
  - Vehicle equipment, maintenance, and inspection
  - Loading and unloading procedures
  - Madison Metropolitan School District policies and procedures.

## SECTION 16: EQUIPMENT

- 16.1 All school buses supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the school buses used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.
- 16.2 In the event that District or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during the term of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and District in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach an agreement regarding applicable price increases, either party may terminate this contract upon not less than sixty (60) days prior written notice to the other party.
- 16.3 Contractor agrees that all vehicles shall be equipped with two-way radios, at least 2 cameras that record both high resolution video and audio and GPS. Contractor agrees to perform an inspection of all radios and GPS Quarterly to ensure proper performance.



- 16.4 The Contractor shall only use school buses and other approved vehicles under contract for the transportation of MMSD children. School buses shall carry no more pupils than the posted seating capacity. If at any time it is determined that the number of students needing to be transported exceeds capacity, the Contractor will immediately inform District Transportation Services and take immediate action to remedy the situation using a required nearby or spare bus. The Contractor will monitor the situation and evaluate nearby routes to determine if a nearby route can handle a portion of the over-capacity route
- 16.5 The average age of all vehicles in the fleet shall be no more than nine (9) years old. In addition to the daily fleet demand, the Contractor shall maintain a spare fleet of not less than 10% of the daily vehicle requirements (specifically applied to each service category). Vehicles identified as spare vehicles must be readily available and prepared to provide service. No vehicle used under the terms of this contract shall be more than twelve (12) years old.
- 16.6 Contractor is encouraged to maintain a diverse fleet, which allows equipment to be utilized in a manner that gains economic and ecologically practical efficiencies. Contractor is required to have and utilize at least 60% large school buses with a minimum capacity of 77 passengers/students.
- 16.7 District may direct the Contractor to perform additional tasks under this Agreement. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Contractor will invoice the District per cost structure in Exhibit A.
- 16.8 District shall reimburse the Contractor for all expenses related to new mandates brought on by the need to implement operational changes in the provision of transportation services as a result of any increased public health issues or concerns. These added expenses are outside of Contractor's agreed upon operational expenditures. As such, the District shall reimburse the Contractor for said expenses monthly.

#### SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers and attendants are responsible only for such discipline as is required to operate Contractor's buses properly and safely. Each driver and attendant shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver or attendant eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or drivers and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported immediately and in writing by the next school day by 8:00 am CST following completion of the route. The District and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 17.2 Vandalism, which includes damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel and is estimated to cost above the deductible of Contractors

insurance to repair. Contractor may, with the written concurrence by the District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

## SECTION 18: ASSIGNMENT

- 18.1 This Agreement shall not be assigned by the parties hereto, without the prior written consent of District, which consent shall not be unreasonably withheld or delayed; provided, however, that Contractor may, with notice but, without approval, assign the Agreement to a parent, subsidiary, related or affiliated company. Furthermore, Contractor shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with at least ninety (90) day notice to the District. Any such assignment shall assume all of the terms and conditions as set forth in this Agreement without any interruption or change in service levels.

## SECTION 19: TERMINATION

- 19.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such thirty (30)-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the thirty (30)-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.
- 19.2 District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, the District shall reimburse the Contractor in full for costs incurred by Contractor as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure related costs, and all other associated termination costs. In the event state funding is restored following a termination of this Agreement under this Section, the Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.
- 19.3 Either party may terminate this Agreement for convenience upon not less than one hundred eighty (180) days prior written notice to the other party.

## SECTION 20: SURVIVAL

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

## SECTION 21: STATUS OF CONTRACTOR

- 21.1 Contractor shall be an independent contractor employed by the District to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

## SECTION 22: SEVERABILITY

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

## SECTION 23: EXTENSION AND MODIFICATION

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

## SECTION 24: NOTICE TO PARTIES

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

Notices to District shall be addressed to:

Madison Metropolitan School District  
545 W. Dayton St.  
Madison, WI 53703  
Attention: Senior Executive Director of Building Operations

Notices to Contractor shall be addressed to:

With a copy to:

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

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



## SECTION 25: ENTIRE AGREEMENT

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

## SECTION 26: COMPLIANCE WITH THE LAW

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

## SECTION 27: DISPUTE RESOLUTION

27.1 The parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation may submit to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose.

## SECTION 28: PLACE OF CONTRACT/CONTROLLING LAW

28.1 This Agreement shall be governed by the laws of the State of Wisconsin without regard to conflicts of law principles.

## SECTION 29: AUTHORITY

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

## SECTION 30: PUBLIC OBLIGATION

30.1 District acknowledges that this Agreement serves a public purpose and that any payments associated with this Agreement for the provision of any aspect of student transportation services promotes a public purpose and is for the public welfare.

## SECTION 31: SAFETY

31.1 The Contractor agrees that the safety, comfort, and general welfare of the children being transported will be maintained in a way acceptable to the Superintendent of Schools or designated representative. All pre-kindergarten students must be delivered directly to a parent, or a District approved designated representative at the end of the day (or when the student is being transported outbound from school).

31.2 As it relates to Summer School Transportation, in addition to the above expectation, Contractor is expected to follow these specific procedures for pre-kindergarten students:

31.2.1 Above mentioned students must be delivered to a parent or a designated representative at the end of the day. A daily sign-off sheet will be provided to the bus staff.

- 31.2.2 Persons receiving students must sign/print their names and provide their phone numbers.
  - 31.2.3 If no one is at the stop to receive the student, bus staff should contact dispatch by radio or phone, keep the student on board, and (after waiting a short period of time) proceed on with the route.
  - 31.2.4 At the time of the first delivery attempt, the driver will notify the summer school site that there is a potential undeliverable student. Dispatch may also contact District Transportation Services for assistance but must take these steps immediately to allow time to resolve the issue prior to returning to attempt a second delivery.
  - 31.2.5 If time permits prior to a second route in a route pairing, the driver will return to the stop to again attempt delivery after the route is completed. If time does not permit between routes, the driver will coordinate with District Transportation Services and develop a specific plan.
  - 31.2.6 If no one is at the stop the second time, the driver will alert dispatch and dispatch will notify the site and/or District Transportation Services (as necessary).
  - 31.2.7 The student will be returned to the summer school site or to an alternate site identified by the site administrator or the District.
  - 31.2.8 An undeliverable student report will be completed and sent to the District immediately after route completion.
- 31.3 On inbound (to school) transportation, students will not be released prior to the published (authorized) time of school or before school staff are available to receive students.

For all outbound (from school) routes, transportation, unless directed otherwise by District Transportation Services, the bus staff will wait ten (10) minutes beyond the published (authorized) student release time and then depart (for example, if an early release school releases students at 2:37pm, the bus will not depart prior to 2:47pm). Regardless of whether it is inbound or outbound transportation, bus staff shall never depart from a stop prior to the published/authorized stop time.

- 31.4 The Contractor shall immediately notify the Senior Executive of Building Operations or Director of Auxiliary Services, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

## SECTION 32: NON-DISCRIMINATION

- 32.1 During the term of this Agreement, both Parties agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin,

cultural differences, ancestry, physical appearance, arrest record or conviction record (in keeping with Wis. Stat. § 111.32), military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment, and shall offer equal opportunity to all.

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

\_\_\_\_\_  
First Student, Inc.

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

Attest:

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

\_\_\_\_\_  
Madison Metropolitan School District

By: Natalie Rew  
Title: Comptroller

Attest:

By: Sherry Terrell-Webb  
Title: General Counsel



## Attachment A

| FULL Rates                                                                | 23-24     |           |
|---------------------------------------------------------------------------|-----------|-----------|
|                                                                           | Single    | Double    |
| Regular Education - School Bus                                            | \$ 363.32 | \$ 436.00 |
| Regular Education - Small/Alternative (to be used for 9 or less students) | \$ 321.81 | \$ 394.48 |
| Special Education - School Bus                                            | \$ 363.32 | \$ 436.00 |
| Special Education - Small/Alt (to be used for 9 or less students)         | \$ 321.81 | \$ 394.48 |
| Special Education - School Bus/Alternative Vehicle (Wheelchair Equipped)  | \$ 363.32 | \$ 436.00 |
| Mid-day - School Bus                                                      | \$ 133.73 | \$ 160.15 |
| Mid-day - Small/Alternative Vehicle (to be used for 9 or less students)   | \$ 129.69 | \$ 156.00 |
| Mid-day - School Bus/Alternative Vehicle (Wheelchair Equipped)            | \$ 133.73 | \$ 160.15 |
| Summer - School Bus                                                       | \$ 363.32 | \$ 436.00 |
| Summer - Small/Alternative Vehicle                                        | \$ 321.81 | \$ 394.48 |
| Summer - School Bus/Alternative Vehicle (Wheelchair Equipped)             | \$ 363.32 | \$ 436.00 |
| Summer - School Bus (Mid-day)                                             | \$ 133.73 | \$ 160.15 |
| Summer - Small/Alternative Vehicle (Mid-day)                              | \$ 129.69 | \$ 156.00 |
| Summer - School Bus/Alternative Vehicle Wheelchair Equipped (Mid-day)     | \$ 133.73 | \$ 160.15 |
| Monitor Rates Per Hour with 2-hour min AM & 2-hour min PM                 | \$ 30.00  | \$ 30.00  |

| District-wide Extracurricular                             | 23-24                                   |                                     |
|-----------------------------------------------------------|-----------------------------------------|-------------------------------------|
|                                                           | Hourly rate<br>Non-Route<br>Conflicting | Hourly Rate<br>Route<br>Conflicting |
| School Bus (Academic Year Extracurricular)                | \$79.59                                 | \$119.39                            |
| Small/Alternative Vehicle (Academic Year Extracurricular) | \$79.59                                 | \$119.39                            |
| School Bus (Summer School Extracurricular)                | \$79.59                                 | \$119.39                            |

|                                                           |         |          |
|-----------------------------------------------------------|---------|----------|
| Small/Alternative Vehicle (Summer School Extracurricular) | \$79.59 | \$119.39 |
|-----------------------------------------------------------|---------|----------|

| District-wide Shuttle Services          | 23-24       |
|-----------------------------------------|-------------|
|                                         | Hourly Rate |
| Hourly Shuttle Service (8 Hour Minimum) | \$79.59     |
| Hourly Shuttle Service (2 Hour Minimum) | \$79.59     |

## Attachment B

| <b>Incident</b>                                                                                                                                                                                                                                                                                       | <b>Penalty</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Arriving & Discharging Students Prior to designated time (AM/PM)                                                                                                                                                                                                                                      | \$ 500.00      |
| Arriving 10-30 minutes after designated time (AM/PM - Unexcused) This does not include mechanical failure, disciplinary cases, accidents, and negligence on the part of the parents and/or District Staff (As long as the Contractor properly communicates in advance)                                | \$ 250.00      |
| Arriving more than 30 minutes after designated time (AM/PM - Unexcused) This does not include mechanical failure, disciplinary cases, accidents, and negligence on the part of the parents and/or District Staff (As long as the Contractor properly communicates in advance)                         | \$ 500.00      |
| Leaving a bus/vehicle unattended with students on board, the engine off and the keys secured.                                                                                                                                                                                                         | \$ 250.00      |
| Leaving a bus/vehicle unattended with students on board, while the engine remains running and/or keys are left in the bus/vehicle.                                                                                                                                                                    | \$ 500.00      |
| Failure to contact the District Transportation Services regarding an accident or injury in a timely manner (determined by the District)                                                                                                                                                               | \$ 500.00      |
| Failure to perform a complete post-trip inspection of a bus/vehicle interior upon completion of a trip or route (multiple routes would require multiple inspections—one after each part of the multiple route)                                                                                        | \$ 500.00      |
| Failure to perform a complete post-trip inspection as indicated in 7.2.1.7 above and failure to identify a sleeping or remaining student on the bus/vehicle upon completion of a trip or route (again, a multiple route would require multiple inspections—one after each part of the multiple route) | \$ 2,500.00    |
| Making an unauthorized stop and/or allowing a non-contractor employed, unauthorized, unqualified, and/or untrained individual to ride on a bus/vehicle when students are on board, each instance                                                                                                      | \$ 500.00      |
| Inoperable two-way radio (whether it be mechanical/electrical problem, or the radio is not turned on, each instance                                                                                                                                                                                   | \$ 250.00      |
| Information or documentation not submitted or communicated in accordance with established expectations                                                                                                                                                                                                | \$ 250.00      |



|                                                                                                 |             |
|-------------------------------------------------------------------------------------------------|-------------|
| Failure to maintain/update routing information and/or provide a driver with updated information | \$ 250.00   |
| Failure to provide any staff training in accordance with established contractual requirements   | \$ 1,000.00 |

## Attachment C

**Alternative Transportation MOU**  
**Madison Metropolitan School District**

| Base Trip Elements                                                        | Charge             |
|---------------------------------------------------------------------------|--------------------|
| <b>Trip Minimum</b>                                                       | <b>\$78.00</b>     |
| <b>Mileage Included in Trip Minimum</b>                                   | <b>6 miles</b>     |
| <b>Cost Per Mile &gt; Miles Included</b>                                  | <b>\$2.50</b>      |
| Additional Trip Elements – As Needed                                      | Charge             |
| Student Equipment<br>(Car Seat, Booster, Safety Vest, Buckle Guard, etc.) | \$5.00             |
| Wheelchair Vehicle                                                        | \$45.00            |
| Monitor (if not provided by the district)                                 | \$50.00            |
| District Approved Wait Time<br>(per hour, billed in 15 min. increments)   | \$60.00            |
| Hard to Service Trips<br>(if needed/approved by district)                 | TBD                |
| Late Cancel < 2 hour                                                      | Full Price of Trip |
| No-show (100% of students on trip)                                        | Full Price of Trip |

All pricing is applied per one-way trip and not per student. The trip minimum also includes as many students as can be routed into the vehicle. Most vehicles carry 1 – 4 students.

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

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

**Madison Metropolitan School District**

**Name:** Natalie Rew  
**Title:** Comptroller/BOE Secretary  
**Date:** \_\_\_\_\_

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

**First Student, Inc.**

**Name:** Gregg Prettyman  
**Title:** VP, Alternative Transportation  
**Date:** \_\_\_\_\_

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

## Attachment D

MADISON METROPOLITAN SCHOOL DISTRICT 

Building and Auxiliary Services | 4711 Pfaff Rd. | Madison, Wisconsin 53718-6721 | 608.204.7900 | buildings.mmsd.org

Cedric Hodo, Associate Superintendent & Senior Executive Director of Building Services  
Svetlin Borisov, Director of Building Services - Operations  
Carlton D. Jenkins, Ph.D., Superintendent of Schools

Date 3/01/2023

Contact Name: FIRST STUDENT INC.  
Address: 600 Vine Street  
Address 2: Suite 1400  
City, State: Cincinnati, OH  
Zip Code: 45202

Subject: Intent to award RFP 4084 TRANSPORTATION SERVICES for contract or Contract number

Dear FIRST STUDENT INC.,

In response to your RFP 4084 proposal, we are pleased to inform you that your submission has been carefully reviewed, and based upon our recommendation, your bid proposal to provide transportation services to the Madison Metropolitan School District was approved by the Board of Education on February 7, 2023. The Board approved the following terms: 1) the contract between MMSD and First Student will be effective July 1, 2023 through June 30, 2028; and 2) the total contracted rate for your services will not exceed \$81,337,531.90, which will be broken down per year in your contract.

Please find the attached RFP as a reference for contract negotiations. As a next step in the awarding process, we are expecting a best and final offer to be negotiated in collaboration with Madison Metropolitan School District Building Services. We will be working with our legal counsel to prepare an agreement for your review and signature. Please expect to receive and sign this document no later than April 1, 2023.

Sincerely,

Cedric D. Hodo

  
 Senior Executive Director of Building Services and Operations

 State of Wisconsin  
 County of Dane  
 The foregoing instrument was acknowledged  
 before me 6th day of March 2023  
Diana L Hardman  
 Your Name Here Notary Public  
 My Commission Expires 10/25/26

Kenneth R. Thomas

  
 Assistant Director of Auxiliary Services




**Certificate Of Completion**

Envelope Id: 6732B9638B0744AB9CBF22BD276E9FA2

Status: Completed

Subject: Contract Signatures: C24001105

TestECF:

Source Envelope:

Document Pages: 168

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Peggy Maertz

AutoNav: Enabled

contracts@madison.k12.wi.us

Envelopeld Stamping: Enabled

IP Address: 199.197.71.41

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Peggy Maertz

Location: DocuSign

4/28/2023 10:58:27 AM

contracts@madison.k12.wi.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

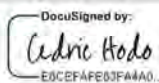
Pool: Madison Metropolitan School District

Location: DocuSign

**Signer Events**

Cedric Hodo

cdhodo@madison.k12.wi.us

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
E0CEFAFE03FA4A0...**Timestamp**

Sent: 5/8/2023 9:11:37 AM

Viewed: 5/8/2023 9:15:17 AM

Signed: 5/8/2023 9:18:11 AM

Signature Adoption: Pre-selected Style

Using IP Address: 199.197.71.70

**Electronic Record and Signature Disclosure:**

Accepted: 10/8/2021 7:48:58 AM

ID: 6d0a9622-907f-4505-8a79-ce5a21778cc0

Natalie Rew

nprew@madison.k12.wi.us

Comptroller

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
EE687D51739347C...

Sent: 5/8/2023 9:18:14 AM

Viewed: 5/8/2023 9:18:55 AM

Signed: 5/8/2023 9:19:09 AM

Signature Adoption: Pre-selected Style

Using IP Address: 108.69.64.155

**Electronic Record and Signature Disclosure:**

Accepted: 5/8/2023 9:18:55 AM

ID: 3d87f21e-b124-4c03-9818-70754c26545b

John Billigmeier

Peter.Rudnik@firstgroup.com

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
53B29EA408FF417...

Sent: 4/28/2023 10:58:33 AM

Resent: 5/8/2023 9:19:12 AM

Viewed: 5/8/2023 10:02:27 AM

Signed: 5/9/2023 6:21:57 AM

Signature Adoption: Pre-selected Style

Using IP Address: 68.102.34.196

**Electronic Record and Signature Disclosure:**

Accepted: 5/8/2023 10:02:27 AM

ID: 2a3b266b-2f79-49b3-83ac-01da9663a7d2

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

| Certified Delivery Events                  | Status           | Timestamp             |
|--------------------------------------------|------------------|-----------------------|
| Carbon Copy Events                         | Status           | Timestamp             |
| Witness Events                             | Signature        | Timestamp             |
| Notary Events                              | Signature        | Timestamp             |
| Envelope Summary Events                    | Status           | Timestamps            |
| Envelope Sent                              | Hashed/Encrypted | 4/28/2023 10:58:33 AM |
| Envelope Updated                           | Security Checked | 5/8/2023 9:11:36 AM   |
| Envelope Updated                           | Security Checked | 5/8/2023 9:11:36 AM   |
| Envelope Updated                           | Security Checked | 5/8/2023 9:11:36 AM   |
| Envelope Updated                           | Security Checked | 5/8/2023 9:11:36 AM   |
| Envelope Updated                           | Security Checked | 5/8/2023 9:11:36 AM   |
| Envelope Updated                           | Security Checked | 5/8/2023 9:11:36 AM   |
| Envelope Updated                           | Security Checked | 5/8/2023 9:11:36 AM   |
| Envelope Updated                           | Security Checked | 5/8/2023 9:11:36 AM   |
| Certified Delivered                        | Security Checked | 5/8/2023 10:02:27 AM  |
| Signing Complete                           | Security Checked | 5/9/2023 6:21:57 AM   |
| Completed                                  | Security Checked | 5/9/2023 6:21:57 AM   |
| Payment Events                             | Status           | Timestamps            |
| Electronic Record and Signature Disclosure |                  |                       |

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From time to time, Madison Metropolitan School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Madison Metropolitan School District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@madison.k12.wi.us](mailto:contracts@madison.k12.wi.us)

#### **To advise Madison Metropolitan School District of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@madison.k12.wi.us](mailto:contracts@madison.k12.wi.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Madison Metropolitan School District**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@madison.k12.wi.us](mailto:contracts@madison.k12.wi.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Madison Metropolitan School District**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@madison.k12.wi.us](mailto:contracts@madison.k12.wi.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Madison Metropolitan School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Madison Metropolitan School District during the course of your relationship with Madison Metropolitan School District.