

# **Ripon Area School District Transportation Contract**

## **2024-2025 School Year**

This contract is made and entered into effective July 1, 2024, by and between the Ripon Area School District, hereinafter referred to as the "District," and Northern Express, hereinafter referred to as the "Contractor."

Pursuant to the legal obligations and requirements as set forth in Wis. Stats. 121.51 through 121.58, the requirements of the Wisconsin Division of Motor Vehicles, the Wisconsin Department of Transportation, the Wisconsin Department of Public Instruction, and District transportation policies and procedures, it is hereby agreed between District and Contractor to transport students in compliance with the routes, passenger lists, time schedules, and day of operation as designated by District. Contractor agrees and affirms that it will provide and operate transportation vehicles and services in compliance with Wisconsin Statutes, the Wisconsin Administrative Code, and according to all specifications, rules and regulations of the Department of Transportation, the Wisconsin Department of Public Instruction, and District Transportation policies and procedures.

Contractor further agrees that all drivers of transportation vehicles must be properly licensed and per Wis. Stat 343.12 and will meet the physical requirements of Wisconsin Administrative Code Trans Ch. 300.

District hereby agrees that in consideration of the herein specified and contracted services being satisfactorily provided in compliance with the terms of this Contract, to pay Contractor, less any deduction for penalties provided herein, and amount to be computed with rates as specified in the Appendix, subject to change as per the escalation clause outlined in this contract.

### **TERM OF THE CONTRACT**

1. The original contract will extend for a period of seven (7) fiscal years. It commenced on August 30, 2022, and will end on August 31, 2029, unless terminated in accordance with this Contract.
2. The normal school year for the District is approximately one hundred eighty (180) transportation days. There will be no charges to the District for transportation on days when school has been canceled. However, the Contractor is guaranteed 170 days of payment should the District operate a school year with fewer in-person days. In the event Contractor is unable to provide the transportation services as specified in this Contract because on any act of God, civil disturbance, fire, riot, war, terrorism, picketing, governmental action or any other condition or cause beyond the control of the Contractor, the District will excuse the Contractor from performing this Contract.
3. The District or Contractor will have the option to request one subsequent two-year extension to this Contract after the fifth contract year. Such a request must be made in writing to the other party no later than October 31, 2026. Neither party will be under any obligation to grant such extension. Annually, subsequent one-year extensions may be requested by October 31 and awarded with mutual agreement of both parties.

### **GENERAL CONDITIONS**

1. Contractor will provide and furnish all buildings and sites, materials, labor, and equipment necessary to transport all eligible public and private school students to and from their homes, or an alternate approved pickup or drop off point, and their respective schools for the term of this Contract. Contractor will make buses available at all reasonable times to District for the purposes of transporting District's students and staff to other points and destinations for such curricular, co-curricular, and field trips as requested by District.
2. Contractor will assume all costs for licenses, permits, and certifications that are or may be required by the regulatory bodies for the performance of student transportation services.

3. Contractor will assume all costs of the transportation operation, including costs for buildings, sites, vehicles, communication, technology, maintenance, supplies, accessories, equipment, training, insurance, and compensation for drivers and other employees necessary to carry out the transportation services required, except as separately described in this Contract.
4. Contractor will have exclusive right and responsibility to transport all students in yellow school buses under the terms of this Contract. This does not preclude the District from operating yellow school buses and contracting specialized transportation by other means such as privately owned vehicles, chartered commercial transportation or any other means of transporting students.
5. The District reserves the right to expand or reduce daily Contractor transportation services to meet program needs. However, where such increases or decreases materially impact the equipment or personnel levels required of Contractor pursuant to this Contract in an amount greater than or equal to ten percent (10%) of the buses required to provide daily transportation services, the parties will negotiate to adjust rates to cover cost increase or decreases to align with the amended services provided.
6. Contractor has responsibility to schedule and operate routes as efficiently as possible given the District's transportation policies and procedures.
7. Individuals assigned by Contractor and/or District to assist with supervision, training, or other operational purposes are allowed to board and ride the bus. No other individuals may ride or board the bus other than students subject to service under the terms of this Contract.

#### **DISTRICT RESPONSIBILITIES**

1. If the Contractor can utilize direct feeds from Infinite Campus, our student information system, the District will keep its system current so that the Contractor (through nightly downloads) can promptly execute any transportation routing changes necessary due to student address changes or new student enrollments. If the Contractor is unable to utilize direct feeds, the District will ensure that transportation request forms are shared with the Contractor in a timely manner.
2. District will supply Contractor with District calendars, Behavior Intervention forms, District transportation policies and procedures. District will maintain up-to-date transportation information on its website.
3. District will provide all students with written student bus behavior expectations at the beginning of each school year. District administrators are responsible for all student discipline.
4. District will provide, at the end of each school year, a listing of all changes to starting and ending times for public and private schools for the next school year.
5. School cancellations because of weather conditions will be mutually discussed between Contractor and District. Contractor will be responsible for monitoring road conditions. The final decision to close school will be made by the District's Superintendent.
6. District will not assume liability for Contractor's equipment but will fully cooperate in apprehending students suspected of vandalism on the buses.

## **CONTRACTOR RESPONSIBILITIES**

1. Contractor will employ appropriate staff at all levels and in all positions to adequately carry out the responsibilities and terms of this contract. Contractor is responsible for all routing, scheduling, and route maintenance involved in the student transportation system. The routes will be prepared according to District route development guidelines for length of ride and walking distance to established bus stops. Contractor will be charged with the responsibility of maximizing efficiency when setting up and maintaining bus routes.
2. There must be a continuing effort to combine routes whenever possible and to minimize costs to District while adhering to specified route development guidelines and District policies. Contractor is expected to suggest changes that the District could explore to maximize transportation efficiency and effectiveness.
3. All new routes, or substantive route changes, must be test-driven before implementation and thoroughly vetted for reasonableness. District must approve all routes and route changes before implementation.
4. All routes are to have regularly assigned drivers. The District reserves the right to demand that drivers be reassigned or replaced if, in the opinion of the District, they are unsatisfactory in their assignment. On rare occasions, office or terminal staff may be required to drive a route. Because of the inherent safety and service concern of being short staffed at the terminal, such occurrences must be rare. There must be at least one (1) staff member in the office available to answer phones, deal with emergency situations and be available for District staff. There must be a working, unpublished phone number available for District personnel to use in case of an emergency.
5. Contractor will notify the District Superintendent and any respective building Principal immediately when a bus accident has occurred. Accidents with property damage must be reported as per Wis. Stats, 121.53(6), 346.69 and 346.70(2)(3). A copy of the accident report will be sent to the District without delay.
6. Contractor will notify the District of any vehicle breakdowns while the vehicle is in service.
7. Any bus delays beyond normal variance must be communicated to the District and the appropriate building Principal.
8. Contractor is responsible for coordinating routes and schedules for private schools on the dates when private school calendars do not coincide with the District calendar. Currently, the District is responsible for transporting only resident private school students who attend Peace Lutheran School in Green Lake.
9. For safety purposes, students riding the bus are to be registered so that they appear on the respective driver's passenger list.
10. Contractor must establish and enforce seating charts on all regular routes and shuttle routes. Students shall be grouped with students their own age to prevent physical bullying, verbal abuse, and sexual assault. Original seating charts and seating chart changes will be communicated to the District promptly.
11. Contractor will provide the District all necessary information for the preparation of transportation reports required by state agencies for the District, including student ridership for transportation aid purposes. This will require that the Contractor takes physical attendance at least twice per year or maintain an ongoing checklist that confirms ridership of all students on at least one occasion.
12. Contractor will provide adequate and on-going training for all staff in areas such as management, customer service, technology, fleet maintenance, safety, and all other training necessary to meet the terms of this Contract.
13. Contractor will employ trained mechanics to adequately service the vehicles and provide an effective preventative maintenance program.

1. Contractor's dispatcher will be responsible for checking all drivers in and out on a daily basis, and for assigning spare buses and drivers in case of bus breakdowns or driver no-shows. The dispatcher must have intimate knowledge of all routes, school locations, schedules, and drivers assigned to those routes.
2. District will have the right to participate in the hiring decisions of local management positions. District also reserves the right to demand the removal of local management and office staff from service under this Contract.
3. Contractor is responsible to process student information additions and changes within three (3) days for any new or alternate transportation requirements.
4. When the Contractor and District deem appropriate, Contractor will assign an attendant(s) to any bus, either temporarily or permanently.

#### **COMPENSATION**

1. The Contract shall be for a period of 7 years, commencing with the 2022-2023 school year and end following the 2028-2029 school year. Future contract rates will be established using the U.S. Department of Labor Consumer Price Index, Midwest Urban, All Items. The C.P.I. increase will be computed using the increase for the total of January through April of the current year versus prior year. The minimum rate shall not be less than 2% or more than 5% and will reflect actual percentage if in between 2% and 5%.
2. The District shall be responsible for all fuel costs.

#### **PAYMENT**

All invoices from Contractor to District must be thoroughly documented to substantiate charges. Invoices must be received by the District by the fifteenth (15th) of each month for services performed during the previous month. District will pay all properly completed and received invoices within fifteen (15) working days of their receipt.

#### **CURRICULAR, CO-CURRICULAR, AND FIELD TRIPS**

1. Contractor will provide yellow school buses for the District's curricular, co-curricular, and field trips both during school hours and/or extended beyond school hours or on non-school days. Buses cannot be taken off daily routes to provide this service. When these trips are scheduled and conflict with the normal daily dismissal time, Contractor must provide buses other than daily route buses.
2. District and Contractor will mutually agree to the billing format that will provide proper backup and accountability for all payments made. All payments for transportation must go through the District (no invoices will be forwarded to, or payments received directly from staff, students or parent groups).
3. In the event a curricular, co-curricular, or field trip is canceled by District without providing the contractor at least two (2) hours' notice, Contractor may bill District a \$50 cancellation fee for each bus scheduled for said trip

## **SUMMER SCHOOL ROUTES**

Contractor will provide all buses needed by the District during the months of June, July and August for summer school programs, including buses needed for scheduled routes and for summer school field trips.

## **TERMINAL**

It is strongly preferred that the Contractor establish a terminal and base of operation within District boundaries. Contractor's physical presence in the community is important to parents and District citizens. If it is not financially feasible to secure a location within the District's boundaries, then all costs must be calculated using an agreed upon central location for rates, mileage and fuel calculations.

Contractor's terminal will include features to adequately service this Contract.

## **DRIVERS**

Contractor will employ the necessary number of drivers and attendants to fulfill the transportation services outlined in this Contract.

Contractor will ensure that all buses will be operated at all times by trained, competent, safe, and courteous drivers who meet the requirements for school bus drivers as set forth by the Wisconsin Department of Transportation (DOT). In addition, all drivers will be required to follow all District transportation policies and procedures.

Contractor will ensure that inexperienced drivers and drivers assigned to a new route test drive the route prior to driving the actual route. This testing is to occur at the Contractor's expense except in the case of beginning of year route testing.

Contractor will establish and implement a screening, hiring, and training program that meets state statutes that leads itself to well qualified employees.

Contractor is encouraged to offer First Aid and CPR training for drivers and attendants.

Contractor must provide paid on-going in-service meetings/training programs for drivers and attendants in the area of safety, customer service, drills, etc.

District will have the right to demand that drivers and/or attendants be removed from a route, reassigned to a different route, or removed from service under this Contract.

District will establish written policies pertaining to the discipline of students while riding the bus. Contractor will recognize its responsibility to the District for the maintenance of proper student supervision and discipline as an inherent factor to the safety of all persons aboard the bus. The following guidelines will be used by the drivers in determining procedures to be followed in maintaining acceptable student discipline:

- Bus drivers have a delegated responsibility for maintaining proper discipline on their buses.
- Student behavior problems on buses will be referred to the Contractor and the building principal for appropriate follow up. A School Transportation Conduct Referral form (see Appendix B) will be utilized for this purpose.
- The building principal will counsel and work with students who have been reported for misconduct.
- The bus driver is not authorized to remove students from the bus except in emergency situations when a student is endangering the safety of other riders or the driver. In these cases, the student may be denied transportation privileges either at the bus stop or at school. If such action is taken, the driver must notify the terminal and the school immediately.

## **VEHICLE REQUIREMENTS**

- Contractor will provide the appropriate number and size of vehicles needed for providing the transportation service as necessary for the term of the Contract.
- Contractor will provide a fleet of buses that assures safe and reliable service.
- All vehicles must meet the specifications as prescribed by the federal government, the Wisconsin Department of Transportation, Wisconsin Department of Public Instruction, and District. District will have input into the bus fleet.
- Contractor will ensure that all buses are equipped with operable two-way radios. An adequate number of cell phones or spare radios must be available so that no bus is ever without communication while transporting students. A base station is required at the terminal and must be connected to an owned or leased tower.
- Contractor is responsible to have an adequate fleet to accommodate all wheelchair needs.
- Contractor will provide booster/car seats as determined by the District.
- Contractor will annually provide the District with an inventory of its fleet of vehicles, specifying the chassis, body, mileage, age, size, and VIN number. This will be provided by September 1 of each year and must be updated as vehicles are replaced or added. Age of the vehicle will be determined by the age listed on the school bus title.
- Contractor must provide enough spare vehicles to not cause any disruption in service and to provide service for all curricular, co-curricular, and field trips. All spare buses must be maintained in the same manner as the regular route buses.
- Contractor will ensure that digital cameras with audio and video capabilities are installed in all vehicles. Contractor will be responsible for installation of all technology. Contractor will retain copies of recordings for no less than ten (10) school days. Contractor will be responsible for maintenance and repair costs of the cameras. District will be responsible for and hold Contractor harmless from any liability arising from or in connection with audio and video recording on buses.
- Contractor will ensure that all buses are equipped to provide uninterrupted safe and reliable service in all weather conditions.
- Contractor will ensure that all buses are maintained in excellent mechanical condition to meet any and all requirements of the Wisconsin Department of Transportation at all times; that buses are kept neat and clean inside and outside; that all buses are inspected and approved for service by the Wisconsin Department of Transportation annually; and that each bus carry an inspection certificate. District will be provided with copies of all inspection reports.

## **WISCONSIN STUDENT DATA PRIVACY AGREEMENT**

Contractor and District agree to abide by the requirements found in the sample Wisconsin Student Data Privacy Agreement available here: <https://bit.ly/3qVZVRk>

## **INSURANCE**

Contractor must always provide and pay for liability, property damage, medical coverage, underinsured motorist, and uninsured motorist insurance for all vehicles that it operates in compliance with all requirements of federal and Wisconsin state law. Contractor will provide the following minimum coverage:

### **GENERAL LIABILITY**

- \$1,000,000 - each occurrence
- \$1,000,000 - personal and advertising injury
- \$1,000,000 - general aggregate
- \$1,000,000 - products and completed operations

### **AUTO LIABILITY INSURANCE**

- \$1,000,000 - Combined single limit

UMBRELLA LIABILITY INSURANCE  
\$3,000,000 - each occurrence  
\$3,000,000 - aggregate

The following applies to all insurance policies:

- The School District is listed as an additional insured on the general liability, automobile, and umbrella policies.
- All policies shall include a waiver of subrogation in favor of the District.
- An exclusion on the general liability and umbrella policies is allowed with a separate abuse and molestation policy with a minimum of a \$250,000 limit.
- Vendor shall supply the District with a Certificate of Insurance showing proof of insurance coverage that meets all requirements.

### **INDEMNIFICATION**

Contractor will hold harmless the District, its officers, agents, and employees from any and all claims, suit, loss, liability, damage, penalty, expense or fee, including, without limitation, reasonable attorney fees and court or arbitration costs on account of injuries to or death of any and all persons whatsoever, including contractor, its subcontractors, agents, employees, and damage to property to whomsoever belonging, including property owned by, growing out of, or in any manner connected with or occasioned by reason of operation of contractor, its subcontractors, their employees or agents under this Contract.

Notwithstanding for foregoing, Contractor will not be liable for such claims, suits, loss, liability, damage, penalty, expense, or fees arising from the willful misconduct or negligent acts of District, its officers, agents, and/or employees.

### **TERMINATION FOR PERFORMANCE**

In the event the Contractor fails to carry out the terms, conditions, or specifications of this Contract to the satisfaction of the District (defined as a standard of a reasonable person/parent), the District will provide written notice to the Contractor of areas needing to be cured. Contractor has the responsibility to cure the performance issue to the satisfaction of the District within forty-five (45) calendar days. If the District is not satisfied, the District reserves the right to terminate this Contract for performance at that time. Termination for performance will be accomplished in a manner deemed fit and proper. Intent to terminate will be provided in writing.

### **OTHER TERMINATION**

Contractor will not assign or sublet any contract entered into with the District, in whole or in part, without the prior written consent of the District. In the event the ownership of the company is acquired, transferred, or altered, the District has the right at any time thereafter to terminate this Contract with ninety (90) calendar days written notice.

### **NOTICES**

This Contract, along with any Appendices herein mentioned, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. Any subsequent amendments must be in writing and mutually agreed upon by both parties.

## 2024-2025 RATES

DESCRIPTION	RATE	NOTES
Annual Overhead Charge	\$7,915.60	Annual operations charge
DESCRIPTION	DAILY RATE	NOTES
Large Bus, In-District	\$293.60	Approx. nine (9) routes
Special Needs Bus with wheelchair ramp, In-District	\$228.83	Approx. three (3) routes
<i>Special Needs Van, Amity Route*</i>	<i>\$198.61</i>	<i>No routes anticipated</i>
<i>Special Needs Van, New Horizons &amp; Fundamentals*</i>	<i>\$229.91</i>	<i>No routes anticipated</i>
Special Needs Van, Parochial School & In-District Alternative School.	\$186.74	Approx. three (3) routes
Special Needs Bus, Mid-Day Early Childhood Routes	\$89.59	Approx. three (3) routes
Moraine Park Technical College Route (Tue. & Thur.)	\$198.61	One (1) route

### EXTRACURRICULAR CHARTER TRIPS

HOURLY RATE	PER MILE RATE	MIN. IN-DISTRICT	MIN. OUT-OF-DISTRICT
\$20.07	\$1.39	\$50.91	\$91.21

Notes: The 2024-2025 rates increased 2.8% from the prior year. The U.S. Department of Labor Consumer Price Index, Midwest Region, All Items 12-month inflation through April was measured at 2.8%. RASD pays for fuel costs. Beginning with the 2023-2024 school year, the annual overhead charge is additional compensation to account for a reduction in the number of mid-day routes. Although no students are scheduled to attend Amity, New Horizons, or Fundamentals – these route rates are included in case of future additions.

### SIGNATURES

The undersigned by executing this Contract represent that they are authorized to enter into this Contract.

\_\_\_\_\_  
 Dr. Mary Whitrock  
 Superintendent  
 Ripon Area School District

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Jeff Walker  
 Owner  
 Northern Express

\_\_\_\_\_  
 Date