



**Contract for Occupational Therapist Services
2021-2022 School Year**

Heritage Community Charter School is contracting occupational therapy services at following hours and rates:

		2021-2022	Allowable cost	
Service Month	Rate	School Weeks per month	Hours per month	Cost per month
August	\$65.00	1	4	\$260.00
Sept	\$65.00	4	16	\$1040.00
Oct	\$65.00	3	12	\$780.00
Nov	\$65.00	4	16	\$1040.00
Dec	\$65.00	2	8	\$520.00
Jan	\$65.00	4	16	\$1040.00
Feb	\$65.00	4	16	\$1040.00
Mar	\$65.00	3	12	\$780.00
Apr	\$65.00	4	16	\$1040.00
May	\$65.00	3	12	\$780.00
			Total	\$ 8,320.00
Additional Services	Rate	Time per	Total	Cost per month
Evaluations	\$65.00		0	\$0.00
Kinder Screening	\$65.00		0	\$0.00
			Addl Services	\$0.00
			Contract Estimate	\$8,320.00

All services provided by the contractor are at the direction and assignment of the Special Education Director, services include:

Provide occupational therapy services as documented on a student IEPs.

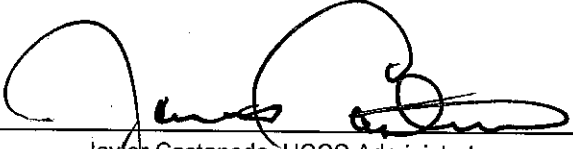
1. Participate in multi-discipline team meetings, initial assessments, eligibility referrals/determinations and RTI meetings as needed.
2. Provide timely evaluation services for students in the referral process.


3. Maintain confidential student files at district sites.
4. Maintain communication logs for discussion and collaboration with teachers, staff and parents.
5. Provide updates to Special Education Director to support ISEE reporting on weekly basis.
6. Provide Medicaid billing for services and evaluations.
7. Maintain regular schedule, approved by Special Education Director.
8. Maintain all logs and data as required ie. Progress notes, annual and triennial reviews.
9. Caseload will be determined after school starts.
10. Additional referrals may be made during the school year.
11. Contract estimate is based on 4 hours per week. An additional 2 hours per week may be allowed with the approval of the Special Education Director and Administrator.
12. Provider will only bill for time worked. Services are billed by month and submitted by the 5th of each month and payment can be expected by the 15th.

Please provide the following documentation:

- Copy of Occupational Therapy licensure/credentials
- Proof of Liability Insurance

The contract may be terminated by either party upon thirty (30) days written notice to the other.

Signed  Date 8/25/21
Javier Castaneda, HCCS Administrator

Signed  Date 8-25-21
Karla Brown, OTR/L Contractor



HERITAGE
Community Charter School

Contract for Speech Language Pathologist Services
2021-2022 School Year

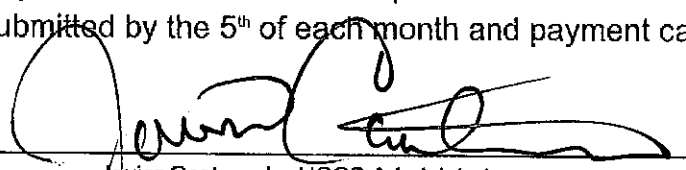
Heritage Community Charter School is contracting Speech Language Pathologist services for 220 hours at a rate of \$68.00 per hour. Total allowable cost not to exceed \$14,960.00 without prior approval from the Special Education Director and Administrator.

All services provided by the contractor are at the direction and assignment of the Special Education Director, services include:

Provide speech and language services as documented on a student IEPs.

1. Conduct speech and hearing screenings for kindergarten students.
2. Participate in multi-discipline team meetings, initial assessments, eligibility referrals/determinations and RTI meetings as needed.
3. Provide timely evaluation services for students in the referral process.
4. Maintain confidential student files at district sites.
5. Maintain communication logs for discussion and collaboration with teachers, staff and parents.
6. Provide updates to Special Education Director to support ISEE reporting on weekly basis.
7. Provide Medicaid billing for services and evaluations.
8. Maintain regular schedule, approved by Special Education Director.
9. Maintain all logs and data as required ie. Progress notes, annual and triennial reviews.
10. Current caseload is attached.
11. Additional referrals may be made.
12. Contracted hours may be adjusted to accommodate caseload with the approval of the Special Education Director and Administrator.
13. Payment for services is once per month. Services are billed by month and submitted by the 5th of each month and payment can be expected by the 15th.

Signed

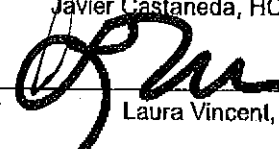


Javier Castaneda, HCCS Administrator

Date

8/25/21

Signed



Laura Vincent, SLP Contractor

Date

8/25/2021



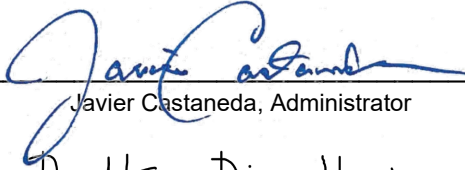
Contract for Special Education Services
School Psychologist
August, 2021 - May, 2022


Heritage Community Charter School is contracting for the following services at a rate of \$65 per hour without benefits, taxes, or travel:

1. Conduct assessment of students for special education eligibility in accordance with the Individuals with Disabilities Education Act and Idaho State Code as requested by the HCCS Special Education Director/Coordinator.
2. Provide testing materials as requested.
3. Provide written report of assessment results.
4. Participate in IEP meetings either in person or by phone as requested by the Special Education Director/Coordinator.
5. Consult with special education personnel as requested by the Special Education Director/Coordinator.
6. Payment for services is once per month. Services are billed by month and submitted by the 5th of each month and payment can be expected by the 15th.

Please provide the following documentation:

- Copy of Psychologist licensure/credentials
- Proof of Liability Insurance

Signed  Date 08/24/2021
Javier Castaneda, Administrator

Signed  Date 08/23/2021
Britton Bissette, Psychologist

**HERITAGE COMMUNITY CHARTER SCHOOL DISTRICT #481
STUDENT TRANSPORTATION
AGREEMENT**

This agreement is entered into on 1st day of July , 2021, between the Board of Trustees of HERITAGE COMMUNITY CHARTER SCHOOL, 1803 East Ustick Road, Caldwell, Canyon County, Idaho 83605, referred to as the "**Board**", and BROWN BUS COMPANY, 12020 Karcher Road, Nampa, Idaho, Canyon County, Idaho referred to as "**Contractor**".

RECITALS

The Board is interested in entering into a contract for the purpose of providing adequate transportation services for the school children of HERITAGE COMMUNITY CHARTER SCHOOL (sometimes hereinafter referred to as the District) in conformity with local policies and legal requirements for a period of five (5) years.

Contractor has bid for the services sought by the Board, and contractor's bid has been found by the board to be acceptable. In consideration of the foregoing and for other valuable consideration, the Board and Contractor hereby mutually agree as follows:

SECTION ONE - SCOPE OF CONTRACT

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

1.2 All of the above taken as a whole shall constitute the contract document; provided, however, that in the event of any inconsistencies between the written agreement and the provisions of subparagraphs (a) through (f) of paragraph 1.1, above, the provisions of this written agreement shall control if this agreement specifically addresses the issue in question.

SECTION TWO - DEFINITIONS

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

- a. Arbitration shall mean the reference of any dispute concerning this agreement to a referee: the finding and award by the referee shall be binding on the parties.
- b. Board shall mean the Board of Trustees of District or its duly authorized representative.
- c. Contract or contract documents shall mean each of the various parts of the contract referred to in Section One, both as a whole and severally.

- d. Contractor shall mean BROWN BUS COMPANY, whether operating as a corporation firm or individual, or any combination of same, and contractor's success of personal representatives, executors, administrators, and assigns, and any person, firm, or corporation who or which shall at any time be substituted in contractor's place.
- e. Law or laws shall mean the Constitution of Idaho, the statutes of Idaho, and any ordinance, rule, or regulation having the force of law that is applicable to this contract.
- f. Notice to the contractor shall mean written notice deposited in the United States mail addressed to contractor at 12020 Karcher Road, Nampa, Canyon County, Idaho, or to such other address as may appear in an instrument executed by contractor for that purpose and delivered to the board as a change of address. Notice to the Board of Education means written notice delivered to the chairman of the board. Nothing contained in this agreement shall, however, be deemed to preclude or render inoperative the service of any notice, direction, or other communication on contractor personally, or if contractor is a corporation, on any officer or director of contractor.
- g. Specifications shall mean the Request for Proposal, Student Transportation Services: Bid Procedures and Specifications - Heritage Community Charter School, issued by the District.

SECTION THREE - TERM

3.1 Initial Term: This contract shall be effective from July 1, 2021 to June 30, 2026, and shall continue for a total period of five (5) years, and shall end on June 30, 2026, unless sooner terminated in accordance with the provisions of this contract.

3.2 Additional Term: Notwithstanding the termination date set forth in paragraph 3.1, above, prior to the end of the initial term, pursuant to Idaho Code § 33-1510, District, at its option, may negotiate terms satisfactory to the District with Contractor and renew the contract, as amended by the renegotiated provisions, for an additional term not to exceed five (5) years. Any such renegotiated contract shall be in writing and in a form approved by the Idaho State Department of Education.

SECTION FOUR - GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications and shall do all things necessary or proper for the performance and completion of the work required by this contract, in the manner and at the times provided in the bid and specifications.

SECTION FIVE - DELEGATION OF AUTHORITY

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

SECTION SIX - DESIGNATION OF STUDENTS

Contractor shall transport only those students designated by the District or its duly authorized agents.

SECTION SEVEN - SCHOOL CLOSING

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

7.2 In the event that District closures due to weather or any other unforeseen circumstance are more than four (4) days in one school year, the Contractor shall bill the District in the regular billing cycle, 50% of the typical daily charge (routes and shuttles) for each day missed after the fourth day of closure. In the event of extended closures, Contractor agrees to work with the District and provide other transportation services to assist in the distribution of meals, student class work or other services as needed to support the efforts of the District. In the event that variations in transportation services are needed, Contractor will bill the District the greater of 50% of typical daily charge or the regular daily rate for the transportation provided.

SECTION EIGHT - SCHEDULE DETAILS

8.1 **Scheduling.** A description of each route shall be furnished by Contractor prior to the start of each school year, together with a time schedule and the designated stops to be observed on each route, such routes and schedules having been established prior to the start of the school year by coordinated effort and mutual agreement of District and Contractor. Changes in the routes, time schedules, or designated stops may be made, and any of the routes may be eliminated or consolidated at the discretion of District or its duly authorized agent to meet changed conditions. However, no change, elimination, or consolidation, except to meet unexpected or emergency situations, will be made until after Contractor has been given an opportunity to confer with District or its authorized representatives with respect to the change, elimination, or consolidation at least thirty (30) days in advance of the change, elimination, or consolidation. Adjustments in the sums to be paid to Contractor will be made for any increase or decrease in mileage resulting from a change, elimination, or consolidation of routes or additional services for high school or elementary school in the nature of school-sponsored activities, as provided in the specifications. District or its duly authorized agents may, from time to time, establish Board policies and administrative rules and regulations to be observed by Contractor in connection with all details incidental to the operation of the routes, including starting times, bus stops, discipline on the buses, and any situations that may from time to time arise in the performance of the contract.

8.2 **Route/Activity Busing Definitions.** The following are the definitions of the various routes and related bus services to be provided by Contractor pursuant to this contract. The rates set forth on the Contractor's Bid Form, attached hereto as Exhibit A and incorporated herein by this reference, are for the route/other transportation services as hereinafter specifically described:

8.2.1 **Daily Transportation.** The following Daily Transportation rates are for both year-around and conventional schooling.

a. **Regular Daily Route** is defined as transporting a group of students from designated bus stops to school at the beginning of each school day and transporting a group of students from school to their respective designated bus stops at the end of each school day. Bids for Regular Routes have been submitted on a per-route-per-day basis, with a sixty (60)-mile-per-day base and a four (4)-hour-per-day base, which includes pre-trip and post-trip vehicle inspections. In instances where the four (4)-hour-per-day base (2.0 hours AM and 2.0 hours PM) is exceeded, the time will be rounded to the nearest one-fourth ($\frac{1}{4}$) hour.

b. **Special Needs Route** is defined as transporting a student or group of students from designated bus stops to school at the beginning of each school day and transporting a student or group of students from school to their respective designated bus stops at the end of each school day, the said student or group of students being designated by the District as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall be a qualified C.D.L. driver and have the responsibility of maintaining the discipline, safety, and welfare of the passengers of the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of sixty (60)-mile-per-day base and a four (4)-hour-per-day base, which includes pre-trip and post-trip vehicle inspections. In instances where the four (4)-hour-per-day base (2.0 hours AM and 2.0 hours PM) is exceeded, the time will be rounded to the nearest one-fourth ($\frac{1}{4}$) hour and include time for an adequate pre-trip and post-trip inspection and the bid price includes the assistant.

c. **Lift Route** is defined as transporting a student or group of students from designated bus stops to school at the beginning of each school day and transporting a student or group of students from school to their respective designated bus stops at the end of each school day. Students transported on a Lift Route include students who are not ambulatory or who are designated by the District as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. The bus for a Lift Route is equipped with lifts to assist in loading wheelchairs. Routes provide door-to-school-to-door service and include an assistant in addition to the driver. The assistant shall have the responsibility for assisting in the loading and unloading process and for maintaining discipline, safety, and welfare of the passengers on the bus. Bids for Lift Routes have been submitted on a per-route-per-day basis with a sixty (60)-mile-per-day base and a four (4)-hour-per-day base, which includes pre-trip and post-trip vehicle inspections; and the bid price includes the assistant. In instances where the four (4)-hour-per-day base (2.0 hours AM and 2.0 hours PM) is exceeded, the time will be rounded to the nearest one-fourth ($\frac{1}{4}$) hour.

d. **Standby Buses** are to be used for the purposes of providing activity and field trips and replacement in the event of required and/or necessary service. Bids for Standby Buses have been submitted on a per-bus-per-day basis.

8.2.2 **Other Transportation Services.** The Other Transportation Services rates do not contemplate overnight trips. The cost of trips that require an overnight stay will be determined by mutual agreement of District and Contractor. Other Transportation Services to be provided by Contractor are as follows:

a. **Field Trips** are defined as transporting students from school to some other

location and back for non-competition activities. Bids for Field Trips have been submitted as a rate per mile calculated on the round trip mileage beginning at the Contractor's bus housing facility and a rate per hour calculated on the total elapsed time for the round trip rounded up or down to the nearest one-fourth ($\frac{1}{4}$) hour, allowing time for adequate pre-trip and post-trip inspections.

b. **Activity Busing** is defined as transporting students from school to some other location and back for competition activities. Bids for Activity Busing have been submitted as a rate per mile calculated on the round trip mileage beginning at the Contractor's bus housing facility and a rate per hour calculated on the total elapsed time for the round trip rounded up or down to the nearest one-fourth ($\frac{1}{4}$) hour, allowing time for adequate pre-trip and post-trip inspections.

c. **Shuttle Busing** is defined as transporting students from school to school or from school to site and from site to school. Bids for Shuttle Busing have been submitted as a rate per mile calculated on the round trip mileage beginning at the Contractor's bus housing facility and a rate per hour calculated on the total elapsed time for the round trip rounded up or down to the nearest one-fourth ($\frac{1}{4}$) hour, allowing time for adequate pre-trip and post-trip inspections.

d. **Additional Driver** is defined as a qualified driver or bus assistant.

e. **Student Safety Training** is defined as providing at-school training on bus rider safety and emergency procedures. Training includes all students K-5 and be done on a classroom basis. A "classroom," for purposes of this subparagraph, shall not consist of more than 36 students. Student Safety Training has been bid as a rate per classroom.

SECTION NINE - RESPONSIBILITY FOR STUDENTS

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

SECTION TEN - COMPLIANCE WITH LAWS AND REGULATIONS

10.1 **Contractor Compliance with Governmental Authority.** Contractor and Contractor's drivers are required to comply with all Federal laws, the laws of Idaho, and all regulations or requirements of the State Motor Vehicle Department, Public Utilities Commission, and the State of Idaho and the local Board or any of them. Furthermore, all school bus drivers employed by Contractor must submit to a criminal history background check pursuant to Idaho Code § 33-130.

10.2 **Agreement is Subject to Governmental Appropriations.** It is understood and agreed that District is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the District or the State of Idaho beyond the term of any particular appropriation of

funds by the Idaho Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or Congress fails, neglects, or refuses to appropriate such funds as may be designated by and enable the District to continue the payment herein, this Agreement shall automatically be terminated and all future rights and liabilities of the parties hereto shall thereupon cease.

SECTION ELEVEN - PAYMENT

11.1 Billing, Payment and Verification Procedures.

a. *Billing and Payment.* On or before the eighth (8th) day of each month of each school year covered by this contract, Contractor shall submit to District a bill that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the fifteenth (15th) day of the month in which the bill is submitted, District agrees to pay Contractor the contract price for those services that it shall find to have been rendered, computed on the basis of the bid submitted by the Contractor to District, adjusted by the terms of the adjustment provisions set forth in paragraphs 11.2 through 11.5, below, if applicable. Contractor agrees to submit to District a year-end summary for state reimbursement by August 1st of each year for the preceding one-year period.

b. *Past Due Billings.* If payment is not received by the fifteenth (15th) day of the month which follows the month the billing was originally submitted, transportation will cease at the end of the month that the billing became past due.

c. *Verification.* District has the right to inspect Contractor's records at any reasonable time during Contractor's regular business hours to verify the accuracy of the information and data used to compile and calculate the billing. This right may include an annual audit within the scope of this Agreement; provided, however, that any such audit, if called for by District, shall be at the cost and expense of District, not Contractor.

11.2 Consumer Price Index (C.P.I.) Adjustment.

a. Applicable C.P.I. The annual Consumer Price Index ("C.P.I.") adjustment shall be based on the C.P.I. as defined by the Federal Government. The C.P.I. to be used will be the "Consumer Price Index for All Urban Consumers: U.S. City Average for All Items (1982-1984 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"). In the event the CPI-U is discontinued, the alternate C.P.I. which will be used will be the "Consumer Price Index for All Urban Wage Earners and Clerical Workers: U.S. City Average for All Items (1982-1984 = 100)" published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-W"). In the event both the CPI-U and the CPI-W are discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor will be used for the computation.

b. Diesel Price Alteration to CPI-U. To avoid compounding of the Fuel Price Fluctuation Adjustment set forth below at paragraph 11.3, a diesel price alteration to the CPI- U will be made to remove the diesel fuel portion from the CPI-U index before applying the CPI- U for annual rate adjustments provided for in subparagraph (c), below. The alteration will be made in accordance with the

recommended methodology by the State of Idaho Department of Education using information from the Bureau of Labor Statistics of the United States Department of Labor.

c. **C.P.I. Adjustment Calculation.** The base contract shall be for a term of five (5) years, beginning July 1, 2021. The prices bid by Contractor will be used for the operations during the first year of the contract, July 1, 2021, through June 30, 2022. Contractor compensation for the second, third, fourth, and fifth years of the contract, beginning on July 1 of each successive year, shall be based on the percentage of increase (or decrease) in the CPI-U). The "Benchmark Month" for determining the change in the CPI-U shall be May 2021. If the increase (or decrease) in the CPI-U from the Benchmark Month to May 2022 is at least one percent (1%), the rates for the second year of the contract shall be adjusted by the amount of the increase (or decrease). This same procedure will be followed to determine the rate charges for each of the remaining years of the contract.

11.3 Fuel Price Fluctuation Adjustment.

a. *Base Price.* To protect both the District and Contractor against future changes in fuel prices over which neither District nor Contractor has control, the District has determined a base price for fuel as of Monday, April 19, 2021. The base price of diesel #2 low sulfur fuel was \$2.73 per gallon ("Base Price") as of that date. This price includes any applicable state and/or Federal taxes. The Base Price was determined by using the Boise Rack price which is based on the Oil Price Information Service (OPIS) average fuel price for the State of Idaho ("OPIS Price") for April 19, 2021.

b. *Calculation of Adjustment.* Starting July 1, 2021, the Contractor's rates will be adjusted up or down for any difference in the current Boise Rack price based on the OPIS Price above or below the Base Price. For every incremental price change of at least five cents (\$0.05) above or below the Base Price, there will be a fuel price adjustment added to or subtracted from the route rates in the amount of \$.50 per-route-per-day. Rate adjustments up or down will not be calculated more frequently than once per month. This adjustment is independent of the C.P.I. Adjustment of paragraph 11.2, above.

c. Contractor will be entitled to the C.P.I.-U Adjustment and the Fuel Price Fluctuation Adjustment. The use of one adjustment does not preclude the use of the other adjustment. The C.P.I.-U used will be modified to avoid compounding of the Fuel Price Fluctuation by removing the diesel fuel portion from the C.P.I.-U.

11.4 Mandates by Local, State or Federal Government. It is recognized that governmental mandates, whether local, state, or Federal, that were unanticipated and/or did not exist at the time of bidding, that might require additional training, retrofitting of equipment or any other requirements that become necessary to fulfill the terms of the contract, might be adopted and effective during the period of the contract. Generally, such cost shall be borne by Contractor; however, if such mandates are qualified to be paid by the state or other governmental entity, Contractor, upon presentation of a statement of costs incurred, will be compensated by District as normal and necessary transportation costs of the District.

11.5 Effect of Changes to District Busing Model. It is understood and agreed by District and Contractor that the bidding by Contractor for this contract was predicated on the student transportation model currently in place for the District. In the event any changes implemented by District during the term of this contract which would affect the existing student transportation model, the parties agree that all bid rates for the contract will be reviewed and renegotiated by the parties for the remainder of

the contract term to take into account the altered District student transportation model or other changes made by the District.

SECTION TWELVE - RECORD KEEPING

12.1 The District shall have the right to review, in such a manner and at all reasonable times as it deems appropriate, all activities of the Contractor arising in the course of its undertakings under this contract.

12.2 *Fiscal Records.* The Contractor agrees to maintain books, records, documents, and other evidence used to compile and calculate the monthly billing in the performance of this Contract as required by the District.

12.3 *Period of Maintenance.* The Contractor agrees to maintain all books, records, and other documents relevant to this Contract for three (3) years after final payment.

SECTION THIRTEEN – INSPECTION

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

SECTION FOURTEEN - TIME OF THE ESSENCE

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

SECTION FIFTEEN - ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this contract, or any interest in the contract, without the prior approval in writing of the District, which approval shall not be unreasonably withheld.

SECTION SIXTEEN - FAILURE OF OPERATION

Except as otherwise specifically provided herein, in the event that Contractor fails to operate any route because of the failure of equipment or personnel, the amount of payment for the route may be deducted from the following month's payment at the then current rate.

SECTION SEVENTEEN – CONTRACT TERMINATION AND RIGHT TO DECLARE DEFAULT

17.1 Termination Without Cause.

a. *By District.* In the event the District desires to terminate this Agreement it shall give Contractor written notification of that intent on or before January 15, immediately preceding the upcoming school year for which the termination will first be effective. If, after the

notice has been given, mutual agreement cannot be reached for continuing the contract, District may terminate the Agreement by giving a second written notice to Contractor on or before March 15 of the same year.

b. *By Contractor.* In the event Contractor desires to terminate this Agreement it shall give District written notification of that intent on or before January 15, immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, Contractor may terminate the Agreement by giving a second written notice to District on or before March 15 of the same year.

17.2 Grounds for District to Declare Default. In addition to other rights District may have, District shall have the right to declare Contractor in default if:

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

17.3 Grounds for Contractor to Declare Default. In addition to other rights Contractor may have, Contractor shall have the right to declare District in default if:

- a. District is or becomes insolvent;
- b. District makes an assignment for the benefit of creditors;
- c. A voluntary or involuntary petition in bankruptcy is filed by or against the District;
- d. A receiver or receivers are appointed to take charge of the property or affairs of the District;

- e. Contractor is of the opinion that District has willfully or in bad faith violated any of the provisions of this agreement;
- f. Non-payment by District pursuant to Section 11.1 (b)

17.4 **Notice, Hearing and Opportunity to Cure.** Before District shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to be heard, upon thirty (30) days' written notice which shall include the specific alleged ground(s) for the default, at which hearing Contractor may, at Contractor's expense, have a stenographer present; provided, however, that a copy of the stenographic notes, if any, shall be furnished to District upon request. Contractor shall not be ultimately determined to be in default under this Agreement if Contractor cures the alleged default(s) within the 30-day period after written notice of hearing on the alleged default(s) has been provided to Contractor.

17.5 **Interruption of Service.** In the event Contractor fails to provide the student transportation as provided for in this Agreement due to strike, work stoppage due to labor dispute, act of God, civil disturbance, fire, riot, war, governmental action, or any other condition or cause beyond Contractor's control, no penalty shall be assessed to Contractor by District and District shall excuse Contractor from performance under this Agreement. Should Contractor for any reason fail to provide student transportation as provided for in this Agreement, District may use Contractor's buses to transport and/or cause the students to be transported by any available means until Contractor is able to resume its regular operation. In the event District exercises the option of the immediately preceding sentence, it shall pay Contractor the same amount specified in the rate schedule applicable for that year, less all expenses and costs incurred by District in securing the services of such operating personnel

SECTION EIGHTEEN - EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

18.1 *District.* The right to declare Contractor in default for any of the grounds specified or referred to in Section 17.2 shall be exercised by sending Contractor a notice signed by the Chairman of Board, Secretary of the Board, or District's duly authorized agent setting forth the ground or grounds on which each default is declared.

18.2 *Contractor.* The right to declare District in default for any of the grounds specified or referred to in Section 17.3 shall be exercised by sending District a notice signed by the Contractor personally, or if Contractor is a corporation, by any officer or director of the Contractor, setting forth the ground or grounds on which each default is declared.

SECTION NINETEEN - DISTRICT'S RIGHTS AFTER TERMINATION

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

SECTION TWENTY -OTHER REMEDIES

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

SECTION TWENTY-ONE -INDEMNIFICATION

Contractor shall indemnify District from any loss that it may sustain from any cause arising out of the performance or lack of performance of this contract by Contractor. Likewise, District shall indemnify Contractor with respect to any loss that Contractor may sustain from any cause arising out of the performance or lack of performance of this contract by District.

SECTION TWENTY-TWO - REPORT OF ACCIDENT

Contractor agrees to notify the District's Administrator, or said the duly authorized agent(s) of whom Contractor has been provided reasonable prior notice of name(s) and telephone number(s) by the District, by telephone of any vehicle accident involving a school bus while operating for the District. Contractor agrees to send, within twenty-four (24) hours of each reportable accident, a written report to the District describing all material details of such accident. All accident reports shall be completed and filed by Contractor in accordance with state laws and regulations and any additional requirements of the Idaho State Department of Education.

SECTION TWENTY-THREE - TITLES OF PARAGRAPHS

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

SECTION TWENTY-FOUR - UNLAWFUL PROVISIONS DEEMED STRICKEN

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

SECTION TWENTY-FIVE - ALL LEGAL PROVISIONS INCLUDED

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

In witness whereof, the Board of Trustees of HERITAGE COMMUNITY CHARTER SCHOOL, Canyon County, Idaho, acting by TJ Frans its Chairman, duly authorized, and contractor have set their signatures and seals, the day and year first above written.

HERITAGE COMMUNITY CHARTER SCHOOL
No. 481

By 
Its Board Chairman

"District"

BROWN BUS COMPANY

By 
Its Regional Operations Manager

"Contractor"

Attachment: Exhibit A, Bid Form