

**APPROVED ON MAY 12, 2021
BY THE KNOX COUNTY BOARD OF EDUCATION**

**AGREEMENT FOR SCHOOL BUS SERVICES WITH
THE KNOX COUNTY BOARD OF EDUCATION**

AND

**<Contractor>
<Address>
<Knoxville, TN>**

an independent contractor

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AGREEMENT FOR SCHOOL BUS SERVICES
WITH THE KNOX COUNTY BOARD OF EDUCATION

ARTICLE I. PARTIES TO THE AGREEMENT.

Section 1.1 Identification of the Parties.

The parties to the Agreement are:

The Board: The Knox County Board of Education, a local Board of Education (LEA), empowered by T.C.A. § 49-2-203, 912 S. Gay Street, Knoxville, Tennessee 37902 or 400 W. Summit Hill Drive, Knoxville, Tennessee 37902; also identified as Knox County Schools (KCS).

The Contractor: <Contractor>, an independent contractor

The Contractor is in an independently established business and desires to contract to provide pupil transportation services to the pupils of Knox County. Both contractor and Board fully and freely intend to create an independent contractor relationship under this contract.

Contractor shall bear all expenses associated with the purchase, operation, and maintenance of equipment and supplies. Contractor has the right to hire employees of the contractor's choosing to fulfill the contractor's obligations under this contract provided that drivers in the contractor's employ shall be included on the Knox County Schools Driver Eligibility Roster in compliance with state law. Contractor shall have the right to engage in any other business, including providing pupil transportation services to students outside of Knox County. Contractor acknowledges that the contractor has neither paid nor agreed to pay anything of value to the Board or their designees or representatives for the rights conferred upon Contractor pursuant to this contract. The sole consideration given by either party to this agreement is set forth in this contract. All investments made by the contractor, whether in equipment, vehicles, real property, or personnel are the financial responsibility of contractor. The Board has advanced no sums of money to Contractor to underwrite Contractor's business. Contractor agrees the basic intent of this contract is to provide safe and timely transportation of all Knox County students including, but not limited to, between their designated stops and school, and transportation services scheduled upon request by the Transportation Department. The Board and the Contractor agree as follows:

ARTICLE II. GENERAL INFORMATION.

Section 2.1 Subject of the Agreement.

The subject of the Agreement is the provision of pupil transportation services to Knox County Schools.

Section 2.2 Pupil Transportation Services.

The Board, as a local Board of Education, providing a free and appropriate public education primarily within the geographic and political boundaries of Knox County, Tennessee, enters into this agreement with the Contractor for the provision of the services listed herein.

ARTICLE III. DEFINITIONS AND GENERAL TERMS.

Section 3.1 Agreement.

The Agreement constitutes the entire understanding between the Board and the Contractor with regard to the services described herein, and supersedes any prior contracts or Agreements for the provision of services described herein, and all prior written or oral negotiations, representations, communications or Agreements, if any, between the Board and the Contractor.

Section 3.2 Agreement Date.

The last date on which a party signs and executes the Agreement.

Section 3.3 Appendix or Appendices.

The Appendices to the Agreement are incorporated by reference into, and shall be considered a part of, the Agreement.

Section 3.4 Applicable Law.

Any law, statute, rule, regulation, decision, opinion, judgment, or order of any Federal, State, or local governmental entity, including the Board and courts of law which apply to Knox County, the Board (KCS), and/or the Contractor.

Section 3.5 County.

Knox County, Tennessee, a geographic and political subdivision of the State of Tennessee.

Section 3.6 Contractor.

The party stated to be the "Contractor" in Section 1.1 of the Agreement, including the Contractor's successors.

Section 3.7 Changes in Operations.

Any change in the work, procedures, or basic obligations of a party to the Agreement.

Section 3.8 Contractor's Representative.

One or more persons designated by the Contractor to act for or on behalf of the Contractor with respect to the Contractor's rights, remedies, and obligations under the Agreement.

Section 3.9 Board.

The Knox County Board of Education, a local education agency (LEA) empowered by TCA 49-2-203 to operate and maintain the public school system within Knox County, Tennessee. Also identified as Knox County Schools (KCS).

Section 3.10 Board's Representative.

One or more persons designated by the Board to act for or on behalf of the Board with respect to the Board's rights, remedies, and obligations under the Agreement. The Director of Schools, or Director of Schools, is an employee of the Board and is able to take action on behalf of the Board as expressed in this Agreement.

Section 3.11 Change in Applicable Law.

Change in Applicable Law shall include any of the following events or conditions: The adoption, promulgation, issuance, modification or change in an administrative or judicial interpretation, on or after the Agreement Date, of Applicable Law, including any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, or ruling was, on or prior to the Agreement Date, duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency, or governmental official having jurisdiction; or (2) the Order or Judgment of any federal, state or local court, the administrative agency or governmental officer or body, on or after the Agreement Date which is or becomes applicable to the Agreement, operations, the Contractor or the Board, to the extent such Order or Judgment is not the result of willful or negligent action or lack of reasonable diligence of the Contractor or of the Board, whichever is asserting the occurrence of a Change in Applicable Law, provided that the contesting in good faith or the failure in good faith to contest any such Order or Judgment shall not constitute or be construed as such a willful or negligent action or lack of reasonable diligence; or, (3) the denial of an application for or renewal of, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new condition or modification of a previous condition in connection with the issuance, renewal or failure to issue or renew, on or after the Agreement Date, of any governmental permit, license, consent, certificate of need, authorization or approval, which is or becomes applicable to the Agreement, operations, the Contractor or the Board, which shall include without limitation the imposition of standards or limitations which impose requirements more stringent than those previously applicable to the Agreement, operations, the Contractor or the Board, to the extent that such denial, delay, suspension, termination, interruption, imposition, modification or failure is not the result of a Material Breach of the Agreement, willful or negligent action or lack of reasonable diligence of

the Contractor or of the Board, whichever is asserting the occurrence of a Change in Applicable Law; provided that the contesting in good faith or failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action or lack of reasonable diligence.

Section 3.12 Date of Operations.

The date on which the Contractor is required to commence operations as detailed in Appendix 3.

Section 3.13 Department Rules and Regulations.

Orders, judgments, rulings, rules and regulations issued or promulgated in final form which apply to the Agreement, operations, the Contractor or the Board, during the term of the agreement by the Tennessee Department of Education, the Tennessee Department of Safety, the Tennessee Department of Transportation, or any other state or federal agency or department authorized by law to promulgate rules or regulations with respect to the subject of the Agreement. Policies or administrative procedural requirements adopted by the Board specifically, but not exclusively, to include Rules, Regulations, Policies, and Procedures of the Board as well as the Knox County Schools Transportation Handbook.

Section 3.14 Force Majeure.

Any change in Applicable Law or any other act, failure or refusal to act, event, occurrence or condition, or any combination of the foregoing, which causes performance of the Agreement to be impossible or economically unreasonable; such act, failure or refusal to act, event, occurrence or condition may include but is not limited to acts of war, civil or military disturbances, nuclear or natural catastrophes, sabotage, epidemics, terrorism, or an act of God. However, force majeure shall not include an act, failure or refusal to act, event, occurrence or condition which, either in whole or in part: (a) is the result of a labor strike, stoppage, slow down or other labor related problem caused by employees either of the Contractor or an affiliate; or, (b) is the result of a change in the federal revenue income tax laws; or, (c) is or was reasonably in the control of, reasonably could have been permitted by, or was caused by the negligence, misfeasance, or malfeasance of the party claiming force majeure.

Section 3.15 Material Breach of the Agreement.

A material failure or refusal by the Contractor to perform duties and obligations required by the Agreement, Applicable Law, or Board Policy which causes harm to the non-breaching party (the Board) and, with respect to breaches by the Board, any failure to pay that is required by this Agreement which is deemed material under Applicable Law.

Section 3.16 Modification.

A written amendment to the Agreement executed by the Contractor and approved by the Board. Not necessary if changes are made pursuant to Sections 3.11 or 3.14.

Section 3.17 Operating Fee.

The compensation paid by the Board to the Contractor during the term of the Agreement for performance of its obligations under the Agreement and may be extended to provide other essential services at the discretion of the Board, or its designee. Fees for services scheduled by building level administrators or their designees shall be determined and funded through the school as appropriate. Operating Fees are determined based on the Transportation Department's assessment of the equipment necessary to accomplish the service assignment; operating a larger vehicle where it is not needed will not result in a greater Operating Fee. The Operating Fees for services scheduled by the Transportation Department are provided in Appendix 1.

Section 3.18 Party.

The Contractor or the Board.

Section 3.19 Person.

An individual, partnership, joint-venture, corporation, unincorporated association, or other entity which has legal existence.

Section 3.20 School Bus.

A motor vehicle which meets or exceeds the standards prescribed for transportation of pupils in accordance with Applicable Law.

Section 3.21 Required Insurance.

Insurance required by the Agreement as specified in Appendix 2.

Section 3.22 Service Assignment

The Transportation Department's assignment of services to be provided to a Contractor, including, but not limited to, programs served, location of programs served, configuration of vehicle(s), and runs and routes performed pursuant to this Agreement. Each Service Assignment will also be assigned a unique number. Service Assignments are made at the sole discretion of the Transportation Department and shall include two (2) time periods of three (3) contiguous hours for each Instructional Day except those Service Assignments defined otherwise in Appendix 1. Service Assignments may be modified during the term of the Agreement. Time schedules for Service Assignments are specified in Appendix I by compensation category.

Section 3.23 Term of the Agreement.

Beginning on the Agreement Date and continuing for the present school year, and up to three additional, consecutive school years as described in Appendix 3; or until termination of the Agreement, whichever occurs first.

Section 3.24 Transportation Department.

The Transportation Department of Knox County Schools.

Section 3.25 School Year.

The school year is defined in the annual Knox County Schools Calendar as approved by the Board and includes any subsequent amendments to that calendar.

Section 3.26 Instructional Days.

Days designated for student instruction by the Board.

Section 3.27 Cancellation of Instructional Days.

Instructional Days cancelled by the Director of Schools, or the Director's designee, due to inclement weather conditions or other events.

Section 3.28 Conditional Contract.

The Director of Schools, or the Director's designee, may determine that this Agreement be continued on a conditional basis due to the Contractor's failure to meet the obligations of this Agreement. This conditional status will continue until the Contractor once again meets the requirements of this Agreement to the satisfaction of the Director of Schools or their designee. Additional infractions, breaches, or unsatisfactory service while this Agreement is being continued on a conditional basis may result in termination of the Agreement as described in Section 10.4.

Section 3.29 Building Level Administrator.

Principals, Assistant Principals, or their designees assigned by the Director of Schools to serve as a building level administrator for a school or other facility of Knox County Schools.

Section 3.30 Driver Eligibility Roster.

The Transportation Department maintains a roster listing all drivers who meet the conditions outlined in this Contract, Knox County Board of Education Policy, the Knox County Schools Transportation Handbook, as well as all Applicable Laws, rules, and regulations. Only drivers listed on the Driver Eligibility Roster shall perform services pursuant to this Contract.

Section 3.31 Certificate of Eligibility.

A Certificate of Eligibility issued by The Transportation Department to an individual included on the Knox County Schools Driver Eligibility Roster.

Section 3.32 Driver Identification Badge.

The Transportation Department will provide a driver identification badge for all individuals included on the Knox County Schools Driver Eligibility Roster. The Driver Identification Badge shall contain at a minimum the Driver's name, a Badge Number assigned by the Transportation Department, a Picture of the Bus Driver, and an Expiration date. This badge must be on the driver's person while providing services to Knox County Schools in any capacity. This badge will also be utilized to perform an electronic log in prior to each service assignment.

Section 3.33 Safety-Sensitive Function.

Pursuant to Part 382.107 of the Code of Federal Regulations, safety-sensitive functions include, but are not limited to:

- A. All time at a Contractor's terminal, facility, garage, parking location, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by their employer;
- B. All time inspecting equipment as required by all applicable Law, Rules, and Regulations, including those in this Agreement and the Knox County Schools Transportation Handbook, governing commercial motor vehicles, or inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- C. All time spent at the driving controls of a commercial motor vehicle in operation;
- D. All time spent providing services pursuant to this Agreement;
- E. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Section 3.34 Knox County Schools Transportation Handbook.

The Transportation Department maintains a Transportation Handbook which describes operational processes, practices, and the procedures to which contractors and their employees are expected to adhere.

Section 3.35 Administrative Directive

Any instruction given by the Director of Schools, the Director's designee, or a member of the Transportation Department regarding the implementation or execution of this Agreement or the operation of pupil transportation services for Knox County Schools.

ARTICLE IV. NUMBER OF SERVICE ASSIGNMENTS HELD.

Section 4.1 Multiple Service Assignments.

The Contractor, in providing services pursuant to this Agreement, shall have a single Agreement with the Board.

Section 4.2 Unique Service Assignment Numbers.

The Director of Schools, or their designee, shall provide a unique number for each Service Assignment, also known as a Bus Route. Service Assignments are identified in Appendix 3 of this Agreement. The Contractor shall provide a separate school bus and submit a separate designated bus driver for each Service Assignment initiated and scheduled by the Transportation Department on each Instructional Day. The only exception shall be as part of a plan approved by the Transportation Department to provide temporary service to a bus route that could not otherwise be serviced.

Section 4.3 Transfer of Agreement or Service Assignment.

The Contractor shall not make any effort to transfer, sell, lease, or in any other manner confer rights under this Agreement to another party. The Contractor agrees that the Director of Schools has sole discretion in recommending to the Board any transfer of the Agreement and that the Board has final approval of that transfer and no part of this Agreement implies prior consent for such a transfer. Contractor further agrees that Service Assignments cannot be transferred, sold, leased, or in any other manner conferred to another party. The Director of Schools, or their designee, has sole discretion in the distribution of Service Assignments.

Section 4.4 Renewal at Option of the Parties.

This Agreement may be renewed for additional school years at the discretion of the Director of Schools pursuant to permission from the Board. The Contractor agrees that the Director of Schools has sole discretion in determining any renewal of the Agreement and under no circumstances is the Contractor entitled to said renewal.

ARTICLE V. CONTRACTOR'S BASIC OBLIGATIONS.

Section 5.1 Contractor's General Obligations.

Beginning on the Date of Operations and continuing for the Term of the Agreement, the Contractor shall provide transportation services as assigned by the Director of Schools, or the Director's designee the Transportation Department, and services scheduled by a Building Level Administrator. The Contractor's General Obligations include but are not exclusive to the following:

- A. The Contractor shall comply with all Administrative Directives of the Director of Schools or the Director's designee;
- B. The Contractor shall apply for, secure, and renew all licenses, permits, certificates,

or similar documentation which are or may be required by Applicable Law, Rules, or Regulations as well as Department Rules and Regulations for providing services approved herein;

- C. The Contractor and the Contractor's employees shall comply with all Rules, Regulations, Policies, and Procedures of the Board, including but not limited to, the Knox County Schools Transportation Handbook;
- D. The Contractor and the Contractor's employees shall represent Knox County Schools in a positive, appropriate, and professional manner while providing services pursuant to the Agreement;
- E. Consistent with contractor's right to hire employees and substitutes when contractor deems it necessary, Contractor agrees that Contractor's personal attention to fulfilling his or her contractual obligations was a substantial inducement to the Board to sign this contract. Therefore, Contractor agrees to personally devote such time as is necessary to fulfill contractor's obligation under this Agreement;
- F. When a Contractor is the subject of an investigation, has been charged with civil or criminal offenses, has been accused of sexual harassment or sexual assault, or has incurred a moving violation of any sort, the Contractor shall inform the Director of Schools in writing no later than 36 hours after they become aware of the circumstance. The Contractor shall not be present in any safety sensitive function in any of the aforementioned circumstances without written authorization from the Director of Schools or the Director's designee;
- G. The assignment of a Bus Route under no circumstances entitles the Contractor to that Route for a certain period of time. Route assignments and reassignments are made at the sole discretion of the Director of Schools or the Director's designee;
- H. The Contractor shall make available for review or copying to the Transportation Department any and all requested documentation related to all school buses utilized by the Contractor to provide services pursuant to this Agreement including, but not limited to, vehicle registration records, maintenance records, insurance records, and inspection records. Contractors shall enter this information into an electronic format at the direction of the Transportation Department;
- I. The Contractor shall utilize buses to provide services pursuant to this Agreement with specifications determined at the sole discretion of the Transportation Department. Specifications include, but are not limited to, bus category type, seating configuration, seat size, wheel base length, eligible service years remaining, identification lettering, number assignment, lift, lift placement, air-conditioning systems, child restraint devices, video system, data or voice communication devices, and safety devices;
- J. The Contractor, in providing services and performing duties pursuant to this Agreement, shall use a school bus conforming to specifications set forth by the State Board of Education, State Law, and Federal Law. The Transportation Department shall be provided written documentation and the Contractor have receipt of written approval from the Transportation Department prior to utilizing or placing a bus in-service after the Agreement date;
- K. On or before the Agreement Date, the Contractor shall obtain certain insurance coverage by insurers duly licensed and authorized to operate in the state of

Tennessee. Such amounts are defined in Appendix 2. On or prior to the Agreement Date, written documentation shall be provided to the Transportation Department of such insurance to include any and all buses utilized while providing services and performing duties pursuant to this Agreement. The Contractor must maintain continuous coverage meeting the requirements outlined in Appendix 2 for the term of the Agreement. Knox County Schools shall also be listed as an additional insured on the Contractor's insurance policy and the Transportation Department must be notified any time there is any change in that policy. The Transportation Department reserves the right to request updated documentation at any time during this contract. Documentation may be requested based upon the period of insurance coverage. The Transportation Department shall be provided written documentation and the Contractor have receipt of written approval from the Transportation Department prior to utilizing or placing in-service any bus not submitted on or before the Agreement date;

- L. The Contractor, in providing services and performing duties pursuant to this Agreement, shall use only drivers included on the Knox County Schools Driver Eligibility Roster;
- M. The Contractor shall submit, upon request, written documentation and any other information or records to Knox County Schools regarding any individuals in the Contractor's employ.

Section 5.2 Indemnification.

The Contractor agrees to defend, indemnify, and hold harmless the Board, its officers, agents, employees, and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature or description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, subcontractors, or agents.

Section 5.3 Passengers Not Enrolled in Knox County Schools.

While a bus is in service to the Knox County Schools, non-student passengers shall be limited to law enforcement officers, employees of the Knox County Schools who have a transportation oversight responsibility, employees of the contractor who have a need to be aboard a specific bus and other individuals as may be specified in Board policy and the Transportation Handbook, including, but not limited to, KCS approved volunteers.

Section 5.4 Contractor Owned Buses Providing Services for Knox County Schools and Used Additionally for Other Transportation Services.

The Board and the Contractor agree that passengers riding in, or employees operating, the Contractor's vehicle are an aspect of Contractor's business that should be regulated by Contractor. Contractor specifically acknowledges that the Contractor is responsible for and liable for any injuries or property damages occurring while providing services or operating vehicles apart from this Agreement, including but not limited to, travel to the assigned initial pick-up stop and from the assigned final drop-off stop in providing services pursuant to this agreement. Contractor further agrees to indemnify and defend

the Knox County Board of Education, its officers, agents, employees, and representatives, in the event any injuries or property damages occur while providing services or operating vehicles apart from this Agreement. Contractor agrees to remove any and all markings, both inside and outside the bus, referencing Knox County Schools while conducting business apart from this agreement.

Section 5.5 Non-Discrimination and Non-Conflict Statements.

Contractor agrees that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor on the grounds of race, creed, color, sex, religion, age, national origin, disability, or veteran status. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County or Knox County Schools as wages, compensation, or gifts in exchange for acting as officer, agent, or employee of Knox County Schools.

Section 5.6 Radio Communications.

The Knox County Schools Transportation Department shall equip each vehicle operated under this Agreement with a radio properly programmed and approved as compatible with the radio system operated by the Knox County Schools. The Contractor shall ensure this equipment is functional and properly maintained, and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that repairs may be affected. Any tampering with this equipment by the Contractor or their employees is strictly prohibited and may be considered a Material Breach of this Agreement. Contractors are responsible for the replacement cost of any lost or maliciously damaged radio equipment. In the event the radio is not operational during a service assignment due to Contractor error or omission while providing services under this Agreement, the Contractor shall not be compensated for mileage greater than the base miles identified in Appendix 1 of the Agreement or any fuel index amounts.

Section 5.7 Global Positioning System.

The Knox County Schools Transportation Department shall provide each vehicle operated under this Agreement with a Global Positioning System device as specified and approved by the Knox County Schools. The Contractor shall ensure this equipment is functional and properly maintained, and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department so that repairs may be affected. Any tampering with this equipment by the Contractor or their employees is strictly prohibited and may be considered a Material Breach of this

Agreement. Contractors are responsible for the replacement cost of any lost or maliciously damaged GPS equipment.

Section 5.8 Video Camera Systems.

The Knox County Schools shall provide for the installation and maintenance of an appropriate video camera system on each bus operated under this Agreement with the Knox County Schools. The camera systems will be installed at the direction of the Transportation Department and the Knox County Schools will control access to this system and any captured video. Should the Contractor wish to have additional cameras installed, the Contractor may purchase the additional equipment and installation service through the Knox County Schools. All cameras and all video images will remain the property of the Knox County Schools. No interior cameras systems other than those installed by Knox County Schools will be allowed on any bus operated under this Agreement, except by express permission of the Transportation Department. Any maintenance or relocation of camera systems will be completed by the Knox County Schools. Contractors will notify Knox County Schools of any damage to or necessary maintenance for the cameras installed on each bus owned by the Contractor. The Contractor shall not, at any time, attempt to access the data captured by a KCS camera. Any tampering with this equipment by the Contractor or their employees is strictly prohibited and may be considered a Material Breach of this Agreement.

Section 5.9 Notification of Driver and Route Number.

The Knox County Schools Transportation Department will provide an electronic device for each bus used to provide service to the Knox County Schools in any capacity allowing the driver to identify themselves and the bus route they are serving prior to starting that bus route. The Contractor shall ensure this equipment is functional and properly maintained, and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department in order that repairs may be affected. Contractors are responsible for the replacement cost of any lost or maliciously damaged electronic equipment. Any tampering with this equipment by the Contractor or their employees is strictly prohibited and may be considered a Material Breach of this Agreement.

Section 5.10 Pre and Post Trip Inspection.

The Knox County Schools Transportation Department will provide an electronic device to complete the federally required pre- and post-trip bus inspections. The Contractor shall ensure this equipment is functional and properly maintained, and that the Contractor's employees are trained in the proper use of this equipment. Any malfunction or degradation of the equipment shall be immediately reported to the Knox County Schools Transportation Department in order that repairs may be affected. Contractors will be responsible for the replacement cost of any lost or maliciously damaged electronic equipment. Any tampering with this equipment by the Contractor or their employees is strictly prohibited and may be considered a Material Breach of this Agreement.

Section 5.11 Bus Accidents and Moving Violations.

The Contractor or the Contractor's employed driver shall inform the Transportation Department by radio, or by telephone within the constraints of all Applicable Law, Rules, or Regulations, immediately following any accident or incident involving a school bus while providing services to Knox County Schools in any capacity. The Contractor shall also inform the Transportation Department of any and all moving violations by themselves or any of their drivers.

Section 5.12 Immediate Communication with Contractors.

The Contractor, in providing services and performing duties pursuant to this Agreement, shall provide a cellular telephone with a valid and working number and shall provide that number to the Transportation Department. The Contractor warrants that their cellular telephone is operative and in the "on" position exclusively between 6:00 AM and 6:00 PM on each Instructional Day and during hours in which school buses are operating. In the event a Contractor chooses to modify the telephone number, all number modifications shall be submitted via e-mail to the Transportation Department three calendar days prior to the change.

Section 5.13 Electronic Mail.

The Contractor, in providing services pursuant to this agreement, shall have access to the internet and provide the Transportation Department with an active e-mail account. The Contractor further agrees they will monitor this account regularly and respond as needed in a timely manner.

Section 5.14 Drug-Free Workplace.

All Contractors and all individuals included on the Driver Eligibility Roster shall be included in a Random Drug and Alcohol testing pool maintained and administered by the Transportation Department. Any refusal by a Contractor or their employee to comply with directives from the Transportation Department in regard to a Drug or Alcohol test may be considered grounds for removal from the Driver Eligibility Roster and/or a Material Breach of this Agreement. Drug testing for Contractor's employees shall be pursuant to the drug testing policy in the Knox County Board of Education Policy G-210 and as attached to this contract as an appendix and one specimen must be Department of Transportation compliant (see 49 CFR Part 40), so two specimens may be required at collection.

Section 5.15 Compliance with Federal Department of Transportation Regulations.

The Contractor and all employees performing any Safety-Sensitive function for said Contractor in providing services and performing duties pursuant to this Agreement, shall comply with all parts of the Code of Federal Regulations including, but not limited to, the regulations and procedures attached in Appendix 7.

Section 5.16 Driver Identification Requirement.

The Contractor, in providing services and performing duties pursuant to this Agreement, shall insure that all employees have on their person a Certificate of Eligibility or a valid driver identification badge provided by the Transportation Department.

Section 5.17 Failures of Service or Contractor Obligation

In the event that the Contractor fails to meet the demands of one or more of their held service assignments or their obligations as outlined in this Agreement, Board Policy, or the Knox County Schools Transportation Handbook, the Director of Schools, or the Director's designee, may withhold a portion of the Contractor's compensation until those failures are remedied.

ARTICLE VI. CONTRACTOR'S SCHOOL BUS OBLIGATIONS.

Section 6.1 School Bus Specifications

All buses operating for Knox County Schools must comply with certain minimum specifications. The specifications associated with this Agreement are maintained as part of the Knox County Schools Transportation Handbook.

Section 6.2 School Bus Inspections

All buses operating for Knox County Schools must meet all requirements as laid out in T.C.A. § 49-6-2109 and must have been approved for service by the Commissioner of Safety. In addition to and independent of the inspection process through the state of Tennessee, Knox County Schools reserves the right to disqualify buses from providing service under this Agreement at its own discretion. Knox County Schools requirements in some instances may be more stringent and or in addition to state requirements. Knox County Schools also reserves the right to notify state school bus inspectors at any time of any school bus deficiencies brought to its attention.

ARTICLE VII. CONTRACTOR'S SERVICE OBLIGATIONS.

Section 7.1 Service Assignment Requirements.

The Contractor shall make adjustments to their assigned Runs or Routes as directed by the Transportation Department. The Transportation Department has discretion to determine a student's service location, the time at which students are picked up and dropped off, the order in which students are picked up and dropped off, the path traveled between pick up points, the configuration of the bus, or any other parameters necessary to the execution of the pupil transportation program in Knox County Schools.

Section 7.2 School Bus Inoperable.

In the event that a bus is inoperable, the Contractor, and/or the Contractor's employed driver, is obligated to inform the Transportation Department immediately. Contractors

are expected to provide an appropriate replacement vehicle to meet the service obligation as assigned.

Section 7.3 Service Assignment Logs.

The Contractor, when called upon by the Transportation Department, shall provide information related to their service assignment as directed by the Transportation Department. The Transportation Department has the sole discretion as to the number of Instructional Days for which the specified information is to be collected, completed, and submitted.

ARTICLE VIII. CONTRACTOR 'S EMPLOYEE OBLIGATIONS.

Section 8.1 Certificate of Eligibility Requirement.

In compliance with §TCA 49-6-2107, no person shall be authorized to drive a school bus in this state unless such person possesses a certificate of eligibility (Form 2C) issued by the county board of education. The Transportation Department will issue a Certificate of Eligibility to an individual after meeting the following requirements:

- A. That individual complies with the requirements of §T.C.A. 49-5-413 that any person applying for a position requiring proximity to school children agrees to the release of all investigative records for the purpose of verifying the accuracy of criminal violation information as required by §T.C.A. 49-5-406(a) (1)(A)
- B. Agrees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and Federal Bureau of Investigation.
- C. Has been through a review process including, but not limited to, results from criminal history checks, results from a drug screening, and results from an inquiry into the individual's driving history, and is deemed acceptable to the Transportation Department.

The Contractor shall insure that all employees have on their person a valid driver identification badge provided by the Transportation Department while operating any vehicle under this Agreement.

Section 8.2 Student Interaction.

Contractor and their employees agree to adhere to all Knox County Board of Education Policies regarding appropriate interaction between adults and students.

Section 8.3 Student-on-Student Harassment or Discrimination.

Contractor also agrees to inform the administration of the school(s) served of any instances of student-on-student harassment or discrimination that occurs on the bus. If Contractor fails to inform the administration of the school(s) served of any instances of student-on-student harassment or discrimination the Contractor knew about, or should have known about, Contractor agrees to indemnify and defend the Board and its agents

and employees from any costs, losses, damages or judgments rendered against the Board for such student-on-student harassment or discrimination. The Contractor will be deemed to have known about student-on-student discrimination or harassment if Contractor or Contractor's employee observed such student-on-student discrimination or harassment.

Section 8.4 Driver Suspension and Removal.

When a driver has been involved in an accident; is the subject of civil or criminal violations or charges; has been accused of sexual harassment, sexual assault, child abuse, or child endangerment; has received a traffic citation or a moving violation; or has failed to meet the obligations or performance standards as defined in this Agreement, Board Policy, including but not limited to the Knox County Schools Civility Code, or the Knox County Schools Transportation Handbook, the Contractor may be required to temporarily remove the driver from their driving position while an investigation is conducted. This temporary suspension can be lifted or extended based on investigative findings by school security, KCS administration and/or the appropriate law enforcement agency. If the findings of the investigation warrant, the driver may also be removed from the Knox County Schools Driver Eligibility Roster entirely. Once an individual has been removed from the Roster for cause, only the Director of Schools may reinstate that driver to the Roster. A driver wishing to be reinstated to the Roster should submit a written petition to the Director of Schools. Unless there are exceptional circumstances, no reinstatement will be considered before one (1) calendar year has passed.

Section 8.5 Designation of Driver Requirements for Regular Scheduled Assignments and End of Route Inspection.

The Contractor, in providing services and performing duties pursuant to this Agreement, shall submit to the Transportation Department the designated driver for each service assignment prior to beginning that service assignment. If the Contractor modifies their driver assignment at any time, the Transportation Department should be notified immediately. In compliance with §TCA 49-6-2114, the Contractor further agrees to warrant that each designated driver shall fully inspect their bus after dropping the final student from each school they serve or any time the bus is vacated by the driver for any purpose to be certain that no child remains on the vehicle.

Section 8.6 Designation of Driver Requirements for Building Level Services.

The Contractor agrees to submit to the Transportation Department the driver assigned for all services scheduled by a building level administrator prior to beginning such service.

Section 8.7 Centralized Driver Files.

All information regarding employees of Contractors is the property of the Contractors. By agreement of the parties, all information necessary to meet requirements for inclusion on the Knox County Schools Driver Eligibility Roster shall be housed in the Transportation Department and available to authorized employees of the Transportation Department in the execution of their duties. The Transportation Department shall maintain individual files for each driver and place documentation into each file as appropriate. Documentation shall include, but not be limited to, reports, memorandums,

medical records, drug testing information and results, complaints, accolades, background checks, training records, and driving records related in any capacity to the said school bus driver.

Section 8.8 Physical Requirements to Drive a School Bus

All school bus drivers operating under this Agreement must meet the physical qualifications to drive a bus as laid out in 49 CFR §391.41. In order to be admitted to the Knox County Schools Driver Eligibility Roster, all drivers must also pass a series of physical examinations designed and administered by the Transportation Department. These examinations, the Knox County Schools Transportation Department Physical Performance Test, will be maintained separately from this Agreement but are available by request. and will be updated as necessary. Once admitted to the Roster, drivers will also be required to pass these examinations on a regular schedule set by the Transportation Department or as circumstances dictate in order to maintain their eligibility to drive a school bus. It may also be necessary for the Director of Schools or the Director's designee to request a driver provide medical documentation as to their fitness to operate a school bus in between the annual mandated physical as required by Applicable Law. Refusal of such a request could result in the removal of the driver from the Driver Eligibility Roster.

ARTICLE IX. BOARD'S BASIC OBLIGATIONS.

Section 9.1 General Obligation.

Beginning on the Date of Operations and continuing for the Term of the Agreement, the Board shall submit a monthly payment request, in compliance with Knox County Government and Knox County Board of Education procedures, for operating fees for services rendered by the Contractor. All Operating Fees remitted to the Contractor shall be for pupil transportation services which are initiated and scheduled by the Transportation Department, and shall be in accordance with Appendix 1. Fees for services scheduled by building level administrators or their designee(s) shall be determined, approved, and funded by the school.

ARTICLE X. TERMINATION OF AGREEMENT.

Section 10.1 Request to Cancel Agreement by the Contracted Service Provider.

If the Contracted Service Provider desires to terminate the Agreement while it is in effect, the Contracted Service Provider shall give Written Notice to the Director of Schools thirty (30) calendar days in advance. The Contracted Service Providers shall incur any and all costs resulting in their desire to terminate the Agreement. In the event notification is provided in less than thirty (30) calendar days, this shall be considered a Material Breach of this Agreement and any outstanding compensation to the Contractor will be retained as liquidated damages.

Section 10.2 Termination by Contractor for Board's Material Breach.

The Contractor may, subject to the Agreement, terminate the Agreement upon the occurrence of any one or more of the following acts, omissions, events or conditions:

- A. The Board's failure to make payments which are due and payable to the Contractor as provided by the Agreement for more than thirty (30) days;
- B. Any other Material Breach of the Agreement by the Board.

Section 10.3 Written Notice to the Board for Termination.

If the Contractor believes that grounds for termination of the Agreement exist and the Contractor elects to terminate the Agreement, the Contractor shall give written notice (consisting of a letter sent via U.S. Mail, certified) to the Board regarding the basis for the claim of Material Breach within thirty (30) days after the Contractor's actual discovery of the first act, omission, occurrence or event giving rise to the claim.

If, within sixty (60) days following the delivery of the written notice to the Board, the Board acts reasonably to remedy the Contractor's claimed grounds for termination, the Contractor shall not be permitted to terminate the Agreement. If the Contractor's claimed grounds for termination are not remedied by the Board within the sixty (60) day period, the Contractor may, by written notice (consisting of a letter sent via U.S. Mail, certified) to the Board, terminate the Agreement. Nothing herein shall restrict or impair the Contractor's right to claim damages or losses on account of a Material Breach by the Board which is subsequently cured.

Section 10.4 Termination for Material Breach by Contractor.

The Director of Schools, with the approval of the Board as indicated in this Contract or Board Policy, may terminate the Agreement subject to the provisions herein. If the Director of Schools elects to terminate the Agreement because of a Contractor's failure to uphold the Agreement, the Director of Schools may elect to either reduce a portion of the Contractor's service assignments described in Appendix 3 and Appendix 4 or terminate the entire Agreement. If the Director of Schools decides to terminate the entire Agreement, it shall be deemed to be immediately terminated for cause due to the Contractor's Material Breach of the Agreement. Termination for Material Breach shall occur if the Contractor's performance or other actions result in the failure to meet any one or more of the following obligations, acts, omissions, events, or conditions:

- A. The Contractor does not comply with one or Articles, Sections, Appendices, or any and all other parts of the Agreement;
- B. The event of shortage of appropriated revenues, or need to reduce costs for educational purposes with such decision being within the sole discretion of the Director of Schools and further defined in Appendix 5;
- C. The Contractor has committed any other Material Breach of the Agreement.
- D. The Contractor tests positive for alcohol or a controlled substance while performing any Safety-Sensitive Function pursuant to this Agreement;

The Director of Schools, or his designee, may suspend this Agreement in order to investigate and review the findings of said investigation to determine whether a Material Breach has occurred. The Director of Schools may negotiate an Agreement with another Person or Contractor to provide the pupil transportation services required under this Agreement during the suspension.

After the Director of Schools 's termination of the Agreement for Material Breach, the Director of Schools may assess against the Contractor Performance Damages, as defined in Appendix 1, which have accrued prior to forfeiture or termination. Forfeiture or termination damages consist of the direct damages to Knox County Schools, and KCS may assert any other rights and remedies specifically provided for by the Agreement or Applicable Law against the Contractor.

ARTICLE XI. FORCE MAJEURE.

Section 11.1 Effect of Force Majeure.

Force Majeure shall be effective to excuse performance, either in whole or in part, of the obligations required of the Board or the Contractor by the Agreement subject to the conditions set forth in this paragraph. The party claiming Force Majeure shall, to the extent reasonable and practical, (a) give written notice (via email or U.S. Mail First Class letter) to the other party within two (2) days following the actual discovery of the first act, omission, occurrence, or event giving rise to the claim; (b) prepare and provide the other party with a written summary of the basis for the claim, together with all facts, documents, backup data, and other information supporting the claim, and, in addition, the anticipated effect, if any, upon the continued partial performance of the Agreement to the extent reasonable and practicable. If, to the extent that the party claiming Force Majeure continues performance of its obligations under the Agreement, the other party shall continue its performance to the greatest extent possible, provided that such continued performance is economically reasonable. If the condition constituting Force Majeure continues in effect for a period of at least ten (10) days, either the Contractor or the Director of Schools may terminate the Agreement without any responsibility or liability for either party relating to such termination. This paragraph 7.1.3 does not impair or restrict any other right of termination or right to suspend performance as may be provided by Applicable Law or this *Agreement*.

ARTICLE XII. MISCELLANEOUS.

Section 12.1 Designation of Representatives.

The Director of Schools and Contractor, upon the execution of the Agreement and from time to time thereafter, may designate, respectively, one or more Representatives for the purpose of accepting and sending notices required by this Agreement, negotiation and communication regarding changes in operations and executing modifications to the Agreement. The name, office address, telephone number, and scope of authority for each such representative shall be specified by written notice to the other party. The Director of Schools and the Contractor shall have the right at any time, upon reasonable advance written notice to the other, to change, add to, delete from, or substitute another person for the persons authorized to act as representatives. Only designated representatives

specified by written notice, and no other person, shall have authority to act on behalf of the Director of Schools and the Contractor with respect to the Agreement regarding the matters set forth above. Pursuant to federal law and regulations at 49 CFR Part 40, the Contractor and Knox County Schools will identify a Designated Employer Representative.

Section 12.2 Non-waiver.

No payment, acceptance of payment or other act or failure to act by the Board or the Contractor shall be considered to be an acceptance of default or defective performance, nor a waiver under the Agreement or the law, unless such acceptance or waiver is expressed in a written notice.

Section 12.3 Rights not Obligations.

Whenever the Agreement confers a right, it is not intended that there is a corresponding obligation to exercise that right unless expressly stated. A failure or refusal to exercise a right is not a waiver of the right.

Section 12.4 Running of Statutes - Periods of Limitation.

The period of limitation with respect to enforcement of a cause of action or a claim arising out of the Agreement shall be governed by Applicable Law existing on the date of execution of this Agreement.

Section 12.5 Forum for Dispute Resolution.

Any dispute arising under the Agreement which is not resolved informally by the Director of Schools and the Contractor, or under the terms of the Agreement, shall be prosecuted further, if at all, only in the Circuit or Chancery Courts sitting in Knoxville, Tennessee.

Section 12.6 Partial Invalidity.

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

Section 12.7 Third Party Beneficiaries.

This Agreement is solely for the benefit of the Contractor and the Board and is not intended to confer any right or benefit on any other party whatsoever. No third party shall have any right or claim whatsoever based on this Agreement.

Section 12.8 Assignment.

The Director of Schools may, after written notice to the Contractor, assign all or part of its rights and benefits and delegate its obligations under the Agreement to any successor

with authority to act as the local board of education for the current geographic and political boundaries of the County. The Contractor shall not assign any rights nor delegate any obligations required by this Agreement to any party, except with the express written approval of the Director of Schools.

Section 12.9 Assistance with Legal Requirements, Compliance with the Law.

The Director of Schools and the Contractor shall assist and cooperate with each other in obtaining all permits, licenses, approvals, grants, legislation, and other governmental authorizations and consents necessary to or expedient for the performance of the Agreement.

Section 12.10 Arms-Length Agreement.

No provision of the Agreement shall be construed or interpreted to appoint any party the agent or representative of any other party or to create a fiduciary relationship between or among any parties. Any such appointment or creation of relationship shall be only by written notice.

Section 12.11 Written Notice to the Board.

Written notice to the Board shall be delivered to:

Knox County Board of Education 912 S.
Gay Street
Knoxville, TN 37902
or
400 W. Summit Hill Drive
Knoxville, Tennessee 37902

Contractors will be notified when this address changes.

Section 12.12 Written Notice to the Contractor.

Written notice to the Contractor shall be delivered to the same address as described in Section 1.1.

Section 12.13 Expenses and Fees.

Should the Board incur fees and expenses of any type, including but not limited to attorney fees and court costs, in enforcing any provision of this Contract due to a breach or default on the part of the Contractor; Contractor shall be responsible for such fees and expenses.

Section 12.14 Governing Law.

The Agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee, with choice of venue exclusively residing in courts of appropriate jurisdiction in Knox County, Tennessee.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the _____ day of _____, 2021, as reflected in its minutes, and certified by its Chairperson.

Susan P. Horn, Chair

Date: _____

KNOX COUNTY GOVERNMENT

Glenn Jacobs, Mayor

Date: _____

CONTRACTOR

Authorized Signature

Printed Name/Title

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 21-219

APPROVED AS TO LEGAL FORM



Gary Dupler, Deputy Law Director

Date: 4/28/2021

TABLE OF APPENDICES

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Appendix 1
Operating Fees

Beginning July 1, 2021
Knox County Schools Pupil Transportation Daily Rates

Daily mileage calculations will be determined by the Transportation Department and will mirror the miles used for the annual state transportation report. Compensation for mileage exceeding the base amounts included in each daily rate is specified for each category below. Seating capacity is determined by the manufacturer. In cases where more than one capacity is indicated the lower capacity will apply. Knox County Schools Transportation Department shall make the final determination regarding the configuration of a bus for the purposes of daily pay.

In the event that the Director of Schools determines that Performance Damages should be assessed following the termination of a contract for Material Breach, the fees listed here will be used to establish the amount of those Damages.

Category I. Service Assignments Requiring 65 or more Seats

Configuration	Base Daily Rate	Monthly Pay	Annual Pay	Hourly Rate	Additional Mileage Rate
65-72	\$242.00	\$4,283.40	\$42,834.00	\$40.33	\$1.31
78	\$270.00	\$4,779.00	\$47,790.00	\$45.00	\$1.31
84	\$278.00	\$4,920.60	\$49,206.00	\$46.33	\$1.46
90	\$283.00	\$5,009.10	\$50,091.00	\$47.17	\$1.46

Base Daily Rates include compensation for 52 miles each day and shall include only miles accrued from first scheduled stop until the last scheduled stop for each morning assignment and each afternoon assignment. Any loaded miles in excess of 52 will be compensated at the Additional Mileage Rate listed above for the appropriate capacity of the bus, unless those miles are accrued while the bus is executing a service already being compensated by a stipend.

Base Daily Rates are based on continuous services between:

6:30 AM and 9:30 AM

2:30 PM and 5:30 PM

Any services scheduled by the Transportation Department outside of those hours will be compensated at the Hourly Rate listed above for the appropriate capacity of the bus unless those services are already being compensated by a stipend.

Annual pay is based on 177 instructional days at the Base Daily Rate for each bus capacity and will be disbursed in 10 equal payments, before any adjustments, over 10 months.

Category II. Service Assignments Requiring Fewer Than 65 Seats

Configuration	Base Daily Rate	Monthly Pay	Annual Pay	Hourly Rate	Additional Mileage Rate
20 (Excluding Wheelchair Spaces)	\$257.00	\$4,548.90	\$45,489.00	\$42.83	\$.92
36 (Excluding Wheelchair Spaces)	\$292.00	\$5,168.40	\$51,684.00	\$48.67	\$1.08
Combination Seating (Short Wheel Base)	\$273.00	\$4,832.10	\$48,321.00	\$45.50	\$1.00
Combination Seating (Long Wheel Base)	\$298.00	\$5,274.60	\$52,746.00	\$49.67	\$1.15

Base Daily Rates include compensation for 100 miles each day and shall include only miles accrued from first scheduled stop until the last scheduled stop for each morning assignment and each afternoon assignment. Any loaded miles in excess of 100 will be compensated at the Additional Mileage Rate listed above for the appropriate configuration of the bus unless those miles are accrued while the bus is executing a service already being compensated by a stipend.

Base Daily Rates are based on continuous services between:

6:30 AM and 9:30 AM

2:30 PM and 5:30 PM

Any services scheduled by the Transportation Department outside of those hours will be compensated at the Hourly Rate listed above for the appropriate capacity of the bus unless those services are already being compensated by a stipend.

Annual pay is based on 177 instructional days at the Base Daily Rate for each bus capacity and will be disbursed in 10 equal payments, before any adjustments, over 10 months.

To qualify for Combination, Short Wheel Base pay, a bus must have a minimum of two (2) wheelchair tie-down spaces and a minimum of twelve (12) additional seating spaces or a minimum of three (3) wheelchair tie-down spaces and a minimum of eight (8) additional seating spaces. Wheelchair spaces and additional seating spaces must all conform to Knox County Schools Bus Specifications.

To qualify for Combination, Long Wheel Base pay, a bus must have a minimum of four (4) wheelchair tie-down spaces and a minimum of twelve (12) additional seating spaces or a minimum of three (3) wheelchair tie-down spaces and a minimum of sixteen (16) additional seating spaces. Wheelchair spaces and additional seating spaces must all conform to Knox County Schools Bus Specifications.

Category III. Community Based Instruction (CBI) Assignments

Bus configurations shall be determined solely by the Transportation Department and shall be based on student needs.

CBI Assignments will be compensated as a four-hour service in a given day at \$135 per day. These assignments will occur outside of the regularly scheduled three (3) hours of continuous AM or PM service and will be compensated separately from the Base Daily Rates from Categories I and II.

Any mileage accrued while operating on a Community Based Instruction assignment will be counted as part of mileage included in Base Daily Rate and any loaded miles in excess of the total included in Base Daily Rate will be compensated at the mileage rate for the configuration of the bus.

Category IV. Stipends

Stipends will be assigned by the Transportation Department as appropriate and are separate from the Operating Fees discussed in Categories I and II of this Appendix. Stipend schedules will be maintained separately from this Agreement but are available by request.

Category V. Miscellaneous Service Assignments

Emergency or other On-Demand service assignments will be compensated at an amount mutually agreed upon between the Transportation Department and the Contractor prior to the initiation of the service assignment.

APPENDIX 2

Required Insurance

On or before the Agreement Date, the Contractor shall obtain insurance coverage by insurers duly licensed and authorized to operate in the state of Tennessee. The insurance coverage shall meet the following requirements:

1. Provide protection with the limits of not less than \$500,000.00 per person and with the limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage;
2. Provide uninterrupted liability insurance coverage for any and all school buses used to meet requirements of this Agreement;
3. Name the Board as an additional insured on the insurance policy.

Additionally, the Board shall be notified at least fifteen (15) days prior to any cancellation or forfeiture of policy by registered mail.

APPENDIX 3

Terms of Agreement

- A. The Contract Date shall commence on July 1, 2021, and continues through the last instructional day for the 2021-2022 school year, or extended at the discretion of the Director of Schools until June 30, 2025, or termination of the Agreement, whichever first occurs for the following Service Assignments:

<Assignment Numbers>

- B. The Contract Date shall commence on July 1, 2021, and continues through the last instructional day for the 2022-2023 school year, or extended at the discretion of the Director of Schools until June 30, 2025, or termination of the Agreement, whichever first occurs for the following Service Assignments:

<Assignment Numbers>

- C. The Contract Date shall commence on July 1, 2021, and continues through the last instructional day for the 2023-2024 school year, or extended at the discretion of the Director of Schools until June 30, 2025, or termination of the Agreement, whichever first occurs for the following Service Assignments:

<Assignment Numbers>

- D. The Contract Date shall commence on July 1, 2021, and continues through the last instructional day for the 2024-2025 school year, or extended at the discretion of the Director of Schools until June 30, 2025, or termination of the Agreement, whichever first occurs for the following Service Assignments:

<Assignment Numbers>

APPENDIX 4
Shortage of Funds

This Appendix supersedes all previously conflicting language in this Agreement.

Following a determination that a shortage of funds exists in the Transportation budget and appropriations would not allow the continued payment of this Agreement to its conclusion, the Director of Schools shall have the exclusive right to terminate this Agreement with thirty (30) days written notice. The Transportation Department shall notify the Contractor of the termination by certified letter and the mail date of said letter shall serve as the beginning date of the thirty (30) day notice.

The judgment of whether other Agreements for Pupil Transportation Services are continued rests solely with the Transportation Department and the Director of Schools without regard for prior expression or implication. This determination, once made, is not subject to challenge or appeal by the Contractor.

APPENDIX 5

Knox County Schools **Transportation Department** **Drug Free Workplace Policy**

Bus Drivers are not employees of Knox County Schools. Bus Drivers are employees of a Contractor who holds this Agreement with the Knox County Schools Board of Education. However, since the position of Bus Driver is safety-sensitive, drivers are required to comply with the Drug Free Workplace Policy as set out by the Board in Policy G-210, and any revisions or updates to that Policy which may occur from time to time. Contractors and Bus Drivers are also subject to the DOT drug testing policy in Appendix 7 in addition to Board Policy G-210.

Since Bus Drivers are not KCS employees, the guidance and goal of Board Policy G-210 will be utilized, but all testing and procedures will be conducted by the Knox County Schools Transportation Department and/or its designee. No testing of Bus Drivers or Contractor employees will be performed by the Knox County Schools Human Resources Department. Contact information for the Transportation Department is found in Appendix 7 as the Designated Representative. Additional information and procedures are found in the Transportation Handbook.

APPENDIX 6

Federal Department of Transportation Substance Abuse Testing

DOT Drug-Free Workplace Policy

Purpose and Goal

Knox County Schools is committed to protecting the safety, health, and well-being of all students, employees, contractors, and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This organization encourages contractors and their employees to voluntarily seek help with drug and alcohol problems.

Covered Individuals

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. The primary policy is listed as Knox County Board of Education Policy G-210. All school bus drivers are subject to this policy in compliance with DOT testing programs. This is an additional policy which requires bus drivers to submit to separate testing for the Board Policy and for DOT purposes.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever driving a school bus for Knox County Schools (KCS) or otherwise representing KCS, while on KCS property and at KCS sponsored events.

School bus drivers, in occupying safety-sensitive positions, are specifically subject to this policy during the following non-exclusive times:

- A. All time at a Contractor's terminal, facility, garage, parking location, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Contractor;
- B. All time inspecting equipment as required by all applicable Law, Rules, and Regulations governing commercial motor vehicles, including those in this Agreement and the Knox County Schools Transportation Handbook, or inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- C. All time spent at the driving controls of a commercial motor vehicle in operation;
- D. All time spent providing services and performing pursuant to this Agreement;
- E. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Behavior

It is a violation of KCS drug-free workplace policy to use, possess, sell, trade, and/or offer for

sale alcohol, illegal drugs or intoxicants. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any bus driver taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her driving and other duties of the position. If the use of a medication could compromise the safety of the driver, students or the public, it is the driver's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company physician) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate action will be taken if driver performance deterioration and/or an accident(s) occurs.

Notification of Convictions

Any driver who is convicted of a criminal drug violation in the workplace must notify the KCS Transportation Department in writing within five calendar days of the conviction. The KCS Transportation Department will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Searches

Entering KCS property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy at G-210 or this policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases and lunchboxes, vehicles and equipment.

Drug Testing

To ensure the accuracy and fairness of the testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. The guidelines may be found at the SAMHSA website at <https://www.samhsa.gov/workplace/resources>.

All drug-testing information will be maintained in separate confidential records. Each driver, as a condition of driving a route(s) for KCS, will be required to participate in pre-approval for driver status, random, post-accident, reasonable suspicion/reasonable cause, return-to-duty and follow-up testing upon selection or at the request of KCS Department of Transportation personnel.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene.

Testing for the presence of alcohol will be conducted by analysis of breath and blood. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine, blood and hair.

Any driver who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations with the cost to be borne by the driver, required to successfully complete recommended rehabilitation including continuing care at the driver's cost, required to pass a Return-to-Duty test and sign a Return-to-Duty Agreement and permanently removed from the driver list immediately if he/she tests positive a second time or violates the Return-to-Duty Agreement. Alternatively, the KCS Transportation Department may remove the driver from the active driver list for a period of one year. These consequences apply whether the testing is under the G-210 Policy or under this DOT policy.

A driver will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Consequences Further Explained

See the consequences discussed above for a positive drug/alcohol test. One of the goals of the drug-free workplace program is to encourage drivers to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

As discussed above, if a driver violates either KCS drug-free workplace policy, the driver will be removed from the active driver list. The driver may reapply after one year and must successfully pass a pre-approval drug test.

Alternatively, a driver may opt to seek treatment. The KCS Transportation Department may refer the driver to a substance abuse professional for assessment and recommendations with the cost to be borne by the driver, required to successfully complete recommended rehabilitation including continuing care at the driver's cost, and required to pass a Return-to-Duty test and sign a Return-to-Duty Agreement. If all the factors are met by the driver, he or she will be restored to the active-duty list.

A driver who enters rehabilitation and who fails to successfully complete it and/or repeatedly violates the policy will be removed from the active-duty list for at least a year.

Return-to-Duty Agreements

Following a violation of the drug-free workplace policy, a driver may be offered an opportunity to participate in rehabilitation at the driver's cost. In such cases, the driver must sign and abide by the terms set forth in a Return-to-Duty Agreement as a condition of continued inclusion on the Knox County Schools Driver Eligibility Roster.

Assistance

Knox County Schools recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support drivers, our drug-free workplace policy:

- Encourages drivers to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages drivers to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

- Allows the restoration of driving privileges after seeking treatment for alcohol and other drug problems and successfully completing such treatment.

Treatment for alcoholism and/or other drug use disorders may be covered by a driver's benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the driver.

Confidentiality

All information received by KCS through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Drivers, contractors and KCS all have important roles to play.

All drivers are required to not report for driving or be subject to duty while their ability to perform duties or drive is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, drivers are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow drivers and workers in seeking help.
- Report dangerous behavior to their contractor.

It is the contractor's responsibility to:

- Inform drivers of the drug-free workplace policy.
- Observe driver performance.
- Document negative changes and problems in performance.
- Counsel drivers as to expected performance improvement.
- Clearly state consequences of policy violations.

Communication

Communicating KCS drug-free workplace policies and procedures to both contractors and drivers is critical to our success. To ensure all drivers are aware of their role in supporting our drug-free workplace program:

- All contractors are required to provide employees with a written copy of Policy G-210 and this DOT policy.
- The policies are required to be reviewed in orientation sessions by contractors with new drivers.
- Contractors will make information about the dangers of alcohol and drug use and the availability of help available to drivers.
- Contractors will receive training upon request to help him/her recognize and manage drivers with alcohol and other drug problems.

Knox County Schools Designated Representative

Director of Transportation
Andrew Johnson Building
912 South Gay Street, 4th Floor
Knoxville, Tennessee 37902
865-594-1550

Address and contact information will be updated as necessary.

APPENDIX 7

Fuel Index

1. The fuel gauge report of the American Automobile Association (AAA), posted on the East Tennessee AAA Homepage, will be utilized to determine the fuel index.
 - The methodology used by AAA to determine the fuel gauge report is derived from credit card transactions throughout the Knoxville market and calculated to reflect the current average price of fuel.
 - The calculated average prices are posted as current, month ago, and year ago.
2. The greater cost listed as "current" prices for regular grade gasoline or diesel will determine the monthly fuel index.
3. The base fuel index is \$2.75.
4. The fuel index will not exceed \$4.30 without Board approval.
5. A new monthly fuel index will be established on the first day of each month. If the first falls on a weekend or on a day Knox County Schools are closed, the next day Knox County Schools are open will be used.
6. Each five cent (.05) increase in the fuel index will increase compensation to the contractor one cent (.01) per contracted mile for each day service is scheduled during the current monthly pay period.

Note: Calculations will be performed to the hundredth position of the five-cent interval with NO ROUNDING up or down.

7. Fuel index compensation mileage will be calculated only for miles while scheduled students are being transported to and from school regardless of the bus seating capacity, school or program served.
8. The contractor shall be compensated \$5.00 for each Instructional Day that service has been scheduled in addition to the fuel index compensation as a subsidy for the cost of fuel.

Failure to provide completed logs, mileage reports, passenger counts, or other documents requested by the Transportation Department on, or prior to, the first Instructional Day of each month will result in the Contractor's forfeiture of additional mileage, fuel index, and fuel subsidy compensation for the previous service month (September through June) for each service assignment.

APPENDIX 8

Compensation Adjustment for Canceled Instructional Days

In the event Instructional Days are cancelled by the Director of Schools or their designee, the Contractor shall be compensated at the full applicable base daily rate.

The Contractor shall receive no compensation for any add-on services scheduled on cancelled Instructional Days. Add-on services include, but are not limited to, community based instructional programs, vocational shuttle services, vocational health science community programs, or field trips.