

**APPROVED ON JUNE 7, 2017
BY THE KNOX COUNTY BOARD OF EDUCATION**

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

**<Contractor>
<Address>
<Knoxville, TN 37914>**

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 TCA 49-2-203, 912 S. Gay Street, Knoxville, Tennessee 37902; also identified as Knox County Schools (KCS).

The Contractor: an independent contractor,

<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, under this contract, has the right to control the manner and means of providing pupil transportation services to the pupils of Knox County under this contract, provided that school buses shall be insured as specified in Appendix 2 of this agreement and school buses shall meet the requirements of all applicable law.

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 under the contractor's employ shall be included on the Knox County Schools School Bus Eligibility Roster as required by state law. Contractor shall have the right to engage in any other business, including providing pupil transportation services to pupils outside of Knox County. Contractor acknowledges that the contractor has neither paid nor agreed to pay anything of value to the Board 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 or building level administrators.

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 the pupils of the Knox County School System.

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, contracts with the Contractor for the provision of the services recited 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.

Documents which are annexed to and made part of the Agreement.

Section 3.4 Applicable Law.

Any law, statute, rule, regulation, administrative directive, 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 board of education (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 Superintendent, is an employee of the Board and is able to take specific enumerated actions 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 prescribed as part of 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, which may be issued during the term of the agreement by the Tennessee Department of Education or the Tennessee Department of Transportation, or other state or federal agency or department authorized by law to promulgate rules or regulations with the respect to the subject of the Agreement including policies or administrative procedural requirements adopted by the Board to

specifically but not exclusively to include Rules, Regulations, Policies, and Procedures of the Board and the Knox County Schools Bus Handbook.

Section 3.14 Force Majeure.

Any change in Applicable Law or any other act, failure or refusal to act, or an 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 an act of God, or terrorism. 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 by 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 its respective duties and obligations required by the Agreement and Applicable Law, 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 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 designee shall be determined and funded through the school as appropriate. 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, corporation 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, and as specified in Insurance required by the Agreement, and as specified in Appendix 2.

Section 3.22 Service Assignment

The Transportation Department's assignment in providing services including but not limited to programs served, location of programs served, runs and routes performed pursuant to this Agreement. Service Assignment 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 1 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 prescribed in Appendix 3; or termination of the Agreement, whichever first occurs.

Section 3.24 Transportation Department.

The Transportation Department of the Knox County School System.

Section 3.25 School Year.

The school year is defined in the annual Knox County Schools Calendar as approved by the Board.

Section 3.26 Instructional Days.

Days described as part of the Board approved annual Knox County Schools Calendar designated for student attendance.

Section 3.27 Cancellation of Instructional Days.

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

Section 3.28 Conditional Contract.

The Superintendent, or his designee, may determine that this Agreement be continued on a conditional basis due to Contractor's failure to meet obligations of this Agreement.

Section 3.29 Appendices.

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

Section 3.30 Building Level Administrator.

Principals, and Assistant Principals, or their designee assigned by the Superintendent, or his designee to serve as a building level administrator for a school or other facility of the Knox County School System.

Section 3.31 School Bus Driver Eligibility Roster.

The Transportation Department maintains a driver eligibility roster listing all drivers in compliance pursuant with this Contract, Knox County Board of Education Policy, the Knox County School Bus Handbook, and any additional Applicable Law. Only drivers listed on the driver eligibility roster shall perform services pursuant to this Contract.

Section 3.32 Certificate of Eligibility.

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

Section 3.33 Driver Identification Badge.

The Transportation Department will provide a bus driver identification badge as their Certificate of Eligibility for individuals included on the Knox County Schools, School Bus Driver Eligibility Roster. The Driver Identification Badge shall contain at a minimum the Driver's name, Knox County's Assigned Badge Number, Picture of the Bus Driver, and Expiration date which is determined by adding one (1) calendar year from last valid physical examination on file. This badge must be on the driver's person while providing services to Knox County in any capacity. The badge will also be utilized to perform an electronic log in prior to each service assignment.

Section 3.34 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 the employer;
- B. All time inspecting equipment as required by all applicable Law, Rules, and Regulations governing commercial motor vehicles, requirements include herein this Agreement, 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.

Section 3.35 School Bus Handbook.

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

ARTICLE IV. NUMBER OF SERVICE ASSIGNMENTS HELD.

Section 4.1 Multiple Service Assignments.

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

Section 4.2 Unique Service Assignment Numbers.

The Director of Schools, or his designee, shall provide a unique number for each Service Assignment. Service Assignments are identified in Appendix 3 and Appendix 4 of the 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.

Section 4.3 Transfer of Contracts or Service Assignment.

The Contractor shall not attempt to or make any effort to sell rights under this Agreement. The Contractor agrees that the Director of Schools has sole discretion in recommending to the Board any transfer of the Agreement and under no circumstances entitles the Contractor to the transfer approval.

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 to include one or more of the Service Assignments. 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 the transportation of pupils as assigned by the Superintendent, or his designee, the Transportation Department, and services scheduled by a Building Level Administrator. The Contractor's General Obligation includes but are not exclusive to the following:

- A. The Contractor shall comply with all Administrative Directives of the Superintendent or his designee;
- B. The Contractor shall apply for, secure, and renew all licenses, permits, certificates, or similar documentation from Knox County Government, which are or may be required by Applicable Law and 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 Bus 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 has allegedly been involved in an accident, civil or criminal charges, sexual harassment, or failure to meet obligations or performance standards as defined in this Agreement, Policy, and the Knox County Schools' School Bus Handbook, the Contractor shall inform the Superintendent in writing no later than 36 hours following knowledge of such charges. The Contractor shall not be present in any safety sensitive function following the charges without written authorization from the Superintendent or his designee;
- G. The assignment of a run or route, under no circumstances entitles the Contractor to such run or route for a certain period of time;

- 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 Transportation Department's direction.
- 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 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 for the term of the Agreement to include any and all buses utilized while providing services and performing pursuant to this Agreement. 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 pursuant to this Agreement shall use only drivers included on the Knox County Schools, School Bus 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 save harmless the Board, its officers, agents, employees, and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, subcontractors, or agents of the Contractor.

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 business related need to be aboard a specific bus and other individuals as may be specified in Board policy and the School Bus 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 Service Endeavors.

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 and liable for any injuries or property damages and further agrees to indemnify and defend the Knox County Board of Education, its officers, agents, employees, and representatives, 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 and performing pursuant to 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 Nondiscrimination and Non-Conflict Statements.

Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, 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. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. 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 and 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 each vehicle operated under agreement with Knox County Schools with an 800 MHz 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 in order that repairs may be affected. Contractors will be responsible to the replacement cost of any lost or maliciously damaged radio equipment. In the event the radio is not operational during a service assignment while providing services due to Contractor error or omission, 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 contract to the Knox County Schools with a Global Positioning System device as specified and approved by the Knox County Schools. The GPS device will be provided by the Knox County Schools contracted vendor. 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 to 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 agreement with the Knox County Schools. The camera systems will be installed by a Knox County Schools contracted vendor, and the Knox County Schools will control access to this system and any captured video. Should the Contractor wish to install a camera system with more cameras than the system installed by the Knox County Schools, the Contractor may purchase the additional equipment and installation service through the Knox County Schools. In any event, all cameras will remain the property of the Knox County Schools. 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, access the electronic information captured by a KCS camera or cameras.

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 service Knox County Schools in any capacity allowing the driver to identify themselves and the route prior to its initiation. 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 to the replacement cost of any lost or maliciously damaged electronic equipment.

Section 5.10 Pre and Post Trip Inspection.

Knox County Schools Transportation Department will provide an electronic device to complete the federally required pre and post trip bus inspection.. 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 to the replacement cost of any lost or maliciously damaged electronic equipment.

Section 5.11 Bus Accidents and Moving Violations.

The Contractor or the Contractor's employed driver shall inform the Transportation Department by the 800 MHz radio, or telephonically, immediately following the occurrence of any accident or incident involving a School Bus while providing services to Knox County Schools in any capacity. The Contractor shall inform the Transportation Department of any and all moving violations by any driver.

Section 5.12 Immediate Communication with Contractors.

The Contractor, in providing services and performing pursuant to this agreement shall provide a cellular communication device, with a valid and working telephone number to communicate information required by the Agreement. The Contractor agrees to warrant that the communication device 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.

Section 5.14 Drug-Free Workplace.

All Contractors and all individuals included on the driver eligibility roster shall comply and be included in the Random Drug and Alcohol testing pool without an approved exclusion by the Director of Schools or his designee. Any exclusion of the Contractor from the Random Drug and Alcohol testing must be approved by the Director of Schools. 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 DOT compliant (see 49 CFR Part 40), so two specimens will be required at collection.

Section 5.15 Compliance with Federal Department of Transportation Regulations.

The Contractor and all employees performing any Safety-Sensitive function of said Contractor in providing services and performing 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 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.

ARTICLE VI. CONTRACTOR'S SCHOOL BUS OBLIGATIONS.

Section 6.1 Child Alert Safety System.

The Contractor shall equip each bus with an electronic child alert system.

Section 6.2 Stop Arm Extender.

The Contractor shall equip each new bus, model year 2018 and later, with a stop arm extender for the primary stop sign located adjacent to the driver compartment meeting Tennessee School Bus Specifications as approved by the Tennessee State Board of Education. Knox County Schools has the option of providing material to retrofit stop arm extenders on earlier model buses meeting Tennessee School Bus Specifications as approved by the Tennessee State Board of Education with installation to be provided by the Contractor.

Section 6.3 School Bus Heating and Cooling System Requirements.

*The Contractor, in providing services and performing pursuant to this Agreement, shall utilize a school bus with a passenger compartment heating system and cooling system as specified the **School Bus Handbook**.*

ARTICLE VII. CONTRACTOR'S SERVICE OBLIGATIONS.

Section 7.1 Service Assignment Requirements.

The Contractor, when called upon by the Transportation Department for the Knox County School System, shall make adjustments necessary for changes to assigned Runs or Route, as directed by the Transportation Department. The Transportation Department has discretion to determine a student's program service location, the order in which students are picked up and dropped off, and the path traveled between pick up points.

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 of any service failure. 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 his/her/its service assignment as directed by the Transportation Department. The Transportation Department has the sole discretion as to number of Instructional Days the specified information is to be collected, completed, and submitted.

Section 7.4 Service Assignment Adjustment Requirement.

The Contractor, when called upon by the Transportation Department for the Knox County School System, will make adjustments necessary for changes to assigned Runs or Routes.

ARTICLE VIII. CONTRACTOR'S EMPLOYEE OBLIGATIONS.

Section 8.1 Driver 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. Comply with the requirements of T.C.A. 49-5-413 that any person applying for a position requiring proximity to school children (1) 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. Results of criminal history records check have been returned to the Transportation Department and inclusion of the applicant on the Knox County Schools Bus Driver Eligibility Roster.

The Contractor, in providing services and performing pursuant to this agreement, shall insure that all employees have on their person valid driver identification badge provided by the Transportation Department.

Section 8.2 Student Interaction.

Contractor and his/her/its employees agree to adhere to all Knox County Board of Education Policies regarding appropriate interaction between school system personnel and students.

Section 8.3 Student-on-Student Harassment or Discrimination.

Contractor also agrees to inform the administration of the school (s) served and the transportation office 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 and the transportation office 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.

When a driver has allegedly been involved in an accident, civil or criminal violation/charges, sexual harassment, child abuse or endangerment, traffic citations, moving violations, or failure to meet obligations or performance standards as defined in this Agreement, or Board Policy, including but not limited to Board Policy B-230, Civility Code, and the Knox County Schools, School Bus Handbook, the Contractor may be required to temporarily remove the driver from his/her driving position pending an investigation. This suspension will be lifted or continued based on investigative findings by school security, KCS administration and/or the appropriate law enforcement agency. Once an individual is no longer eligible to drive a bus serving Knox County Schools, only the Superintendent may reinstate that driver's eligibility for any contracted service to Knox County Schools. Unless there are exceptional circumstances, no reinstatement shall 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 in writing on a provided form to the Transportation Department the designated employed driver for each service assignment prior to beginning their run and/route assignment, to include an additional written submission if Contractor modifies their employed driver assignment, for each run on each Instructional Day. The written notification shall be submitted via electronic communication methodology approved by the Transportation Department. In compliance with Applicable Law, the Contractor further agrees to warrant that each designated employed driver who has been assigned to the route, and an additional designee, shall inspect each bus at the end of each route to be certain that no pupil remains on the vehicle.

Section 8.6 Designation of Driver Requirements for Building Level Services.

The Contractor agrees to submit in writing on a provided form to the Transportation Department the employed driver for each service assignment originating and scheduled by a building level administrator prior to beginning such service. The written notification shall be submitted via electronic communication methodology approved by the Transportation Department.

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 School Bus Driver Eligibility Roster shall be housed in the Transportation Department and available to authorized employees of the Transportation Department to ensure compliance with federal and state laws. The Transportation Department shall place documentation in appropriate individual files, and 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 Removal from Driver Eligibility for Non-Compliance.

The Contractor or the Contractor's employee, in providing services and performing duties pursuant to this Agreement, shall be removed from the Driver Eligibility Roster following receipt of a citation and found guilty of speeding and/or reckless driving, or inappropriate use of an electronic device. Additionally, any driver may be removed from the Driver Eligibility Roster when, in the discretion of the Superintendent or the Superintendent's designee, that individual poses a risk to the safe transport of students.

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 for operating fees of rendered services in compliance with Knox County Government and Knox County Board of Education procedures. Operating Fees to the Contractor for the pupil transportation services within the County, which are initiated and scheduled by the Transportation Department, 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.

In the event that the Contracted Service Provider desires to terminate the Agreement while in effect, the Contracted Service Providers 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 contract 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 for more than thirty (30) days to make payments which are due and payable to the Contractor as provided by the Agreement;
- 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 of the basis for the claim 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 or Change in Applicable Law.

The Superintendent, 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 Superintendent elects to terminate the Agreement because of such failure pursuant to the Agreement, the Superintendent may elect to reduce a portion of the service assignments described in Appendix 3 and Appendix 4; or terminate the entire Agreement. The Agreement 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 upon 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 Superintendent and further defined in Appendix 5;
- C. The Contractor has committed any other material breach of the Agreement.
- D. The Contractor test positive for alcohol misuse or controlled substance abuse while performing any Safety-Sensitive Function pursuant to this Agreement;

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

After the Superintendent's termination of the Agreement for Material Breach, The Superintendent may assess against the Contractor the 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 continue 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 Superintendent may terminate the Agreement without any responsibility or liability 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 Superintendent and Contractor, upon the execution of the Agreement and from time to time thereafter, may designate, respectively, one or more Representatives for the Superintendent and Contractor's Representatives for the purpose of accepting and sending notices required by this Agreement, negotiating and communication regarding Changes in Operations and executing Modifications to the Agreement. The name, office address, telephone number, and scope of authority of each such representative shall be specified by written notice to the authority. The Superintendent 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 for those purposes. Only designated representatives specified by written notice, and no other person, shall have authority to act on behalf of the Superintendent 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 Superintendent 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.

If any term or provision of the Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable to any extent, the remainder of the Agreement, and the application of such term or provision to parties and circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be effected thereby; and each term or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

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 Superintendent 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 Superintendent.

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

The Superintendent 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

Section 12.12 Written Notice to the Contractor.

Written notice to the Contractor shall be delivered to the same 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.


The Agreement has been executed on behalf of the Board and the Contractor on the last date appearing below:

KNOX COUNTY BOARD OF EDUCATION

KNOX COUNTY SCHOOLS

Approved as to form

BY: 
PATTI BOUNDS
Board of Education Chairman


BY: 
BOB THOMAS
Director of Schools

Date: 6/7/2017

Date: 6/9/2017

CONTRACT NO. 17-376

**APPROVED AS TO LEGAL FORM
SIGNATURE**

BY: 
GARY T. DUPLER
Knox County Deputy Law Director

Date: 6/7/17

Approved by
Knox County Board of Education
6/7/2017 

BUS CONTRACTOR

BY: _____
PRINTED NAME

Date: _____


KNOX COUNTY, TENNESSEE
 6/19/17
TIM BURCHETT Date
KNOX COUNTY MAYOR

TABLE OF APPENDICES

- Appendix 1. Operating Fee
- Appendix 2. Required Insurance
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- Appendix 11. Compensation Adjustment for Canceled Instructional Days
- Appendix 12. Contingent Compensation Adjustments

APPENDIX 1

Operating Fee

Beginning August 1, 2017

Knox County Schools Transportation Daily Rates

Daily mileage calculations will be determined by the Transportation Department and will be the same miles used for the annual state transportation report. Compensation for mileage exceeding the specified base amounts is specified in each category below. Seating capacity is determined by the manufacturer. In cases where more than one capacity is indicated the lower capacity will apply.

Category I Service Assignments Requiring 65 or More Seating Capacity Daily Rate

Base Rates include mileage compensation of 52 miles and shall include miles only accrued from first scheduled stop until the last scheduled stop for each morning assignment and each afternoon assignment.

Daily Rate is based on continuous services between:

6:15 AM and 9:15 AM

2:30 PM and 5:30 PM

A 65-72 Passengers	\$ 219.03
\$1.26 per mile per day for mileage greater than 52	
B 78 Passengers	\$ 245.86
\$1.26 per mile per day for mileage greater than 52	
C 84 Passengers Non-Conventional	\$ 252.74
\$1.40 per mile per day for mileage greater than 52	
D 88 Passengers Non-Conventional	\$ 258.61
\$1.40 per mile per day for mileage greater than 52	
E 90 Passengers Non-Conventional	\$ 259.85
\$1.40 per mile per day for mileage greater than 52	

Note: Categories B, C, D and E must be initiated by the Transportation Department.

Category II Service Assignments Requiring Less than 65 Seating Capacity Daily Rate

Base rates includes mileage compensation of 100 miles and shall include miles only accrued from first scheduled stop until the last scheduled stop for each morning assignment and each afternoon assignment.

Note: All Category II buses must be initiated by the Transportation Department.

Mileage calculations shall include those accrued while performing miscellaneous services (see Category IV, Miscellaneous Service Assignments)

Daily Rate is based on a maximum of three (3) hours of continuous service to be determined solely by the Transportation Department between:

6:30 AM and 11:30 AM,

and an additional maximum of three (3) hours of continuous service to be determined solely by the Transportation Department between:

1:00 PM and 6:00 PM

F 20 Passengers (Excluding Wheelchair Spaces)	\$ 232.93
\$.88 per mile per day for mileage greater than 100	
G 36 Passengers (Excluding Wheelchair Spaces)	\$ 271.82
\$1.04 per mile per day for mileage greater than 100	
H Combination Seating (Short Wheel Base)	\$ 247.19
\$.96 per mile per day for mileage greater than 100	

Seating configuration shall meet the following minimum requirements:

Two (2) or more wheelchair spaces and twelve (12) or more additional seating spaces for simultaneously transporting students requiring car seats, booster seats, harnesses, or other appliances to include all associated apparatus to comply with applicable safety procedures and regulations, or

Three (3) or more wheelchair spaces and eight (8) or more additional seating spaces for simultaneously transporting students requiring car seats, booster seats, harnesses, or other appliances to include all associated apparatus to comply with applicable safety procedures and regulations,

I Combination Seating (Long Wheel Base)	\$ 271.82
\$1.11 per mile per day for mileage greater than 100.	

Seating configuration shall meet the following minimum requirements:

Four (4) or more wheelchair spaces and twelve (12) additional seating spaces, or

Four (4) or more wheelchair spaces and eight (8) or more additional seating spaces for simultaneously transporting students requiring car seats, booster seats, harnesses, or other appliances

to include all associated apparatus to comply with applicable safety procedures and regulations.

Category III	<u>Daily Extended Hours Service Assignments</u>	Daily Rate
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J	Extended Hours Without Lift	\$ 326.79
	\$.96 per mile per day for mileage greater than 100	

Seating configuration shall meet the following minimum requirements:

Twenty-four (24) seating spaces of no less than thirteen (13) inches each, or

Sixteen (16) seating spaces for simultaneously transporting students requiring car seats, booster seats, harnesses, or other appliances to include all associated apparatus to comply with applicable safety procedures and regulations.

Daily Rate is based on a maximum of nine (9) hours of continuous service, to include one (1) thirty minute period of time with no services scheduled, to be determined solely by the Transportation Department between:

6:30 AM and 5:30 PM

This category will require Service Assignment to encompass the entire road network of Knox County and those counties that border Knox County. Additionally, this category will require Service Assignment modifications on a daily basis to an infinite number of programs and destinations within the specified eleven (11) hour Service Assignment period.

K	Extended Hours with Combination Seating	\$ 356.89
	\$1.11 per mile per day for mileage greater than 100	

Seating configuration shall meet the following minimum requirements:

Four (4) or more wheelchair spaces and twelve (12) additional seating spaces, or

Four (4) or more wheelchair spaces and eight (8) or more additional seating spaces for simultaneously transporting students requiring car seats, booster seats, harnesses, or other appliances to include all associated apparatus to comply with applicable safety procedures and regulations.

Daily Rate is based on a maximum of nine (9) hours of continuous

service, to include one (1) thirty minute period of time with no services scheduled, to be determined solely by the Transportation Department

between:

6:30 AM and 5:30 PM

This category will require Service Assignment to encompass the entire road network of Knox County and those counties that border Knox County. Additionally, this category will require Service Assignment modifications on a daily basis to an infinite number of programs and destinations within the specified eleven (11) hour Service Assignment period.

Category IV	<u>Miscellaneous Service Assignments</u>	Daily Rate
	Seating configurations shall be determined solely by the Transportation Department based on student needs for all Miscellaneous Service Assignments.	
	Miscellaneous Service Assignments are compensated for base rates only (No additional compensation for mileage)	
	Compensation for Miscellaneous Service Assignments shall occur outside of the regularly scheduled three (3) hours of continuous AM or PM services provided as part of the daily rate.	
L	4 Hour Scheduled as Needed Service Assignment	\$ 106.06
M	3 Hour Scheduled as Needed Service Assignment	\$ 74.43
N	2 Hour Scheduled as Needed Service Assignment	\$ 54.21
O	Daily Scheduled Shuttle Service Assignment (1 Way)	\$ 42.92
P	Emergency or Other On-Demand Service Assignments will be compensated for an amount mutually agreed upon between the Transportation Department and the Contractor prior to proving the Service Assignment.	

APPENDIX 2

Required Insurance

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. 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, 2017, and continues through the last instructional day for the 2017-2018 school year, or extended at the discretion of the Superintendent until June 30, 2021, or termination of the Agreement, whichever first occurs for the following Service Assignments:

<Assignment Numbers>

- B. The Contract Date shall commence on July 1, 2017, and continues through the last instructional day for the 2018-2019 school year, or extended at the discretion of the Superintendent until June 30, 2021, or termination of the Agreement, whichever first occurs for the following Service Assignments:

<Assignment Numbers>

- C. The Contract Date shall commence on July 1, 2017, and continues through the last instructional day for the 2019-2020 school year, or extended at the discretion of the Superintendent until June 30, 2021, or termination of the Agreement, whichever first occurs for the following Service Assignments:

<Assignment Numbers>

- D. The Contract Date shall commence on July 1, 2017, and continues through the last instructional day for the 2020-2021 school year, or extended at the discretion of the Superintendent until June 30, 2021, or termination of the Agreement, whichever first occurs for the following Service Assignments:

<Assignment Numbers>

APPENDIX 4

School Bus Specifications

The school bus specifications associated with this Agreement are on file in the Transportation Department.

APPENDIX 5

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, that appropriations would not allow the continued payment of this Agreement to its conclusion, then following thirty (30) days written notice, the Superintendent shall have the exclusive right to terminate this Agreement. The Transportation Department shall notify the Contractor of the termination by certified letter and the mail date of the said such 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 and shall be determined by the Transportation Department and the Superintendent without regard of prior expression or implication. The determination, once made, is not subject to challenge or appeal by the Contractor.

APPENDIX 6

Knox County Schools Transportation Department Drug Free Workplace Policy

Bus Drivers are not Knox County Schools' employees. Bus Drivers are employees of the respective Contractor who holds the Agreement with the Knox County 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 the 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 procedure is found in the School Bus Handbook.

APPENDIX 7

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, as 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, requirements include herein this Agreement, 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 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 employment.

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 available to drivers education about the dangers of alcohol and drug use and the availability of help.
- 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
 865-594-1550

APPENDIX 8

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 and diesel will determine the monthly fuel index to the hundredth position.
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 \$4.00 fuel subsidy in addition to the fuel index compensation for each Instructional Day that service has been scheduled.

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

APPENDIX 9

Daily Designated Driver and End of Route Bus Check

The Contractor shall comply with Tennessee Code Annotated 49-6-2114 requiring person(s) to fully check the passenger area for each vehicle or bus each time the vehicle or bus is vacated by the driver for any purpose to ensure that all children have left the vehicle or bus.

The Contractor, in providing services and performing pursuant to this agreement, shall submit in writing on a provided form to the Transportation Department the designated employed driver for each service assignment prior to beginning their run and/route assignment, to include an additional written submission if Contractor modifies their employed driver assignment, for each run on each Instructional Day. The written notification shall be submitted via electronic communication methodology approved by the Transportation Department. In compliance with Applicable Law, the Contractor further agrees to warrant that the each designated employed driver that has been submitted shall inspect each bus at the end of each route to be certain that no pupil remains on the vehicle.

A bus driver's failure to comply with this requirement shall result in the permanent disqualification of the non-complying individual's eligibility to provide transportation services for Knox County Schools.

A Contractor's failure to comply with this requirement shall result in immediate termination of the Agreement for cause due to the Contractor's Material Breach of the Agreement.

APPENDIX 10

Conditional Contract Information if Applicable

APPENDIX 11

Compensation Adjustment for Canceled Instructional Days

In the event Instructional Days are cancelled by the Superintendent, or his designee, the Contractor shall be compensated at the full applicable daily base 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, least restrictive environment community based instructional programs, vocational shuttle services, vocational health science community programs, or field trips.