

## **ADDENDUM TO TRANSPORTATION SERVICES AGREEMENT (SMALL CARRIER)**

**THIS ADDENDUM**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **Warren County School District** (the "District"), And \_\_\_\_\_ (the "Contractor"), is being executed under the following circumstances:

**WHEREAS**, the Parties hereto previously entered into a Transportation Services Agreement (Small Carrier), with an effective date of July 1, 2010 (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the Parties mutually desire to modify certain provisions of the Agreement in order to implement a compensation freeze for the 2012/2013 contract year.

**NOW THEREFORE**, intending to be legally bound thereby, the Parties hereto agree as follows:

1. In order to implement a compensation freeze for the 2012/2013 contract year, Schedule B, referenced in Section 2 of the Agreement, is hereby modified pursuant to the attached Schedule B, which is incorporated by reference herein.

2. Section 6(g) of the Agreement is hereby amended to read as follows:

(g) With regard to the normal operation of daily runs, the Contractor agrees to utilize vehicles which are eleven (11) years of age or less (as measured from the year of manufacture to the commencement of the school term in the last year of the vehicle's use). For the purposes of this Agreement and all schedules and handbooks associated therewith, the parties agree that the age of vehicle shall be measured from the date of manufacture (as established by the vehicle's official vehicle identification number) to the commencement of the particular school term for which the measurement is made.

3. A new Section 22 is hereby added to the Agreement, as follows:

The Parties hereto agree that if, while this Agreement remains in effect, the District implements a four day school week, the Parties shall renegotiate the compensation to be paid to the Contractor pursuant to Section 2 of this Agreement. The Parties further agree that, for the 2012/2013 contract year only, the Contractor shall be permitted to operate with the same fleet of vehicles as used by the Contractor during the 2011/2012 contract year, subject only to modifications to the fleet of vehicles that result from the elimination of low reimbursement runs by the District. In the event of a conflict between the terms and conditions of this provision and the terms and conditions of any other provision of this Agreement, the Parties hereto agree that the terms and conditions of this provision shall govern and control.

4. All other terms of the Agreement are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have entered into this Addendum the day and year first written above.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
By: Board President

CONTRACTOR

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

<b>2010-2014 CONTRACT</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<b>SCHEDULE B</b>	3.90%	3.90%	0.00%	3.75%
<b>BUSES 0-6 YEARS OLD</b>	<b>2006-2011</b>	<b>2007-2012</b>	<b>2008-2013</b>	<b>2009-2014</b>
	<b>DAILY RATES</b>	<b>DAILY RATES</b>	<b>DAILY RATES</b>	<b>DAILY RATES</b>
<b>SCHOOL YEAR</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<b>MILEAGE</b>				
0-50	\$192.01	\$199.49	\$199.49	\$206.97
51-75	\$197.54	\$205.24	\$205.24	\$212.93
76-100	\$201.68	\$209.54	\$209.54	\$217.39
101-125	\$215.49	\$223.89	\$223.89	\$232.28
126	\$222.40	\$231.07	\$231.07	\$239.73
<b>BUSES 07-14 YEARS OLD</b>	<b>1999-2005</b>	<b>2000-2006</b>	<b>2000-2007</b>	<b>2001-2008</b>
<b>MILEAGE</b>				
0-75	\$173.41	\$180.17	\$180.17	\$186.92
76-100	\$180.97	\$188.02	\$188.02	\$195.07
101-125	\$186.50	\$193.77	\$193.77	\$201.03
126	\$196.16	\$203.81	\$203.81	\$211.45
	<b>DAILY RATES</b>	<b>DAILY RATES</b>	<b>DAILY RATES</b>	<b>DAILY RATES</b>
<b>SCHOOL YEAR</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<b>MIN RUNS FOR BUSES</b>	\$90.00	\$95.00	\$95.00	\$100.00
<b>NO WAIT TIME</b>				
<b>CANCELLED TRIP-NO WAIT TIME</b>	\$50.00	\$50.00	\$50.00	\$50.00
<b>CAREER CENTER RUNS</b>	\$46.00	\$47.00	\$47.00	\$48.00
(Fuel provided)				
<b>EXTRA CURRICULAR</b>	\$2.81	\$2.91	\$2.91	\$3.01
(No fuel provided)				
<b>WAIT TIME</b>	\$12.25	\$12.50	\$12.50	\$12.50
<b>LIFT ADJUST (WHEELCHAIR)</b>	\$13.50	\$14.00	\$14.00	\$14.50
only if used for wheelchair student				
<b>DIESEL FUEL PROVIDED AT 6 MILES PER GALLON</b>				

2010-2014 CONTRACT SCHEDULE B	2010-2011	2011-2012	2012-2013	2013-2014
SCHOOL YEAR	DAILY RATES 2010-2011	DAILY RATES 2011-2012	DAILY RATES 2012-2013	DAILY RATES 2013-2014
VANS 0-11 YEARS OLD	2002-2011	2003-2012	2003-2013	2004-2014
CONTRACTOR RATE (Fuel provided)	\$1.29	\$1.32	\$1.32	\$1.35
4 X 4 \$0.05 /mile				
SP ED \$0.05/mile				
cut away \$0.05 /mile				
MIN RUNS FOR VANS NO WAIT TIME	\$85.00	\$87.50	\$87.50	\$87.50
CANCELLED TRIP-NO WAIT TIME	\$50.00	\$50.00	\$50.00	\$50.00
EXTRA CURRICULAR SPORTS EVENTS/FIELD TRIPS (No fuel provided)	\$1.80	\$1.85	\$1.85	\$1.90
WAIT TIME	\$12.25	\$12.50	\$12.50	\$12.50
FUEL ALLOTMENT AT 15 MILES PER GALLON				