

**Contract for Transportation Services
between
Cedar Falls Community School District
and
Community United Child Care Centers, Inc.**

WHEREAS, Community United Child Care Centers (CUCCC), 1026 E. Seerley Blvd., Cedar Falls, Iowa desires transportation of students to Cedar Falls Community School District elementary attendance centers, and

WHEREAS, the Cedar Falls Community School District (CFCSO), 1002 W. First St., Cedar Falls, Iowa has the desire and capability to transport same students, and

WHEREAS, the CFCSO has a history of transporting students attending CUCCC,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE TO THE FOLLOWING:

A. Description of Service

- a. CFCSO hereby agrees to transport students in grades Kindergarten through sixth grade from the CUCCC location located at 1026 E. Seerley Blvd., Cedar Falls, Iowa to CFCSO elementary attendance centers in the morning and return students to the CUCCC 1026 E. Seerley Blvd. location in the afternoon.
- b. Dates of transportation will follow the official CFCSO school calendar.
- c. Pickup and drop off times will be established by CFCSO and communicated to CUCCC.
- d. Weather related or other emergency changes in pickup or drop off times will be determined by CFCSO and communicated to CUCCC.
- e. Cancellation of transportation services due to weather or other emergencies will be at the sole discretion of CFCSO.
- f. All students riding CFCSO school buses or vehicles will be subject to the same bus riding rules and regulations as any other student riding CFCSO school buses or vehicles.
- g. All student discipline issues will be directed to the CFCSO Transportation Supervisor or individual student(s) attendance center principal.

B. Operations Responsibility

- a. CFCSO will provide all school buses or other vehicles used to transport students to/from CUCCC.
- b. CFCSO will meet all requirements for the operation and maintenance of school buses or other vehicles used to transport CUCCC students as required by the Iowa Department of Education.

C. CUCCC Responsibility

- a. CUCCC will provide an initial list of students to be transported by CFCSO no later than 10 calendar days before the first day of school. Provided list shall contain the following:
 - i. Student Name
 - ii. Students Parent Name
 - iii. Grade of Student
 - iv. Attendance Center of Student
- b. CUCCC will notify CFCSO Transportation Department as soon as CUCCC determines the need to add or subtract additional students to the transportation list.

- c. CUCCC will provide, at no cost to CFCSD, a safe loading and unloading location of proper size to accommodate an 84 passenger school bus. Loading/unloading location must be located in such a way that students will not need to cross a street, parking lot, driveway or other area where motorized vehicles operate. Snow or other removal required to keep bus loading/unloading area open will be the responsibility of CUCCC.
- d. CUCCC will provide adult supervision of students as they load and unload the bus each day.

D. Terms & Compensation

- a. This agreement shall take place beginning with the first day of school, August 23, 2018, and shall end on the last day of school, tentative scheduled for May 29, 2019.
- b. CUCCC will reimburse CFCSD at its school bus fleet operational cost per mile as reported on the Iowa Department of Education 2017-18 Annual Transportation Report times the total number of miles driven for the school year (estimated cost to be \$13,394.16) for the transportation of students within this agreement. Payments will be made in nine (9) installments beginning in October, 2017. ~~2018~~
- c. Any changes to this contract must be in writing and agreed upon by CUCCC and CFCSD.
- d. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.
- e. CFCSD reserves the right to subcontract any portion of this agreement as CFCSD deems necessary.
- f. CFCSD agrees to maintain insurance coverage as follows:
 - i. Uninsured motorist \$1,000,000
 - ii. Underinsured motorist \$1,000,000
 - iii. Liability (each occurrence) \$1,000,000
 - 1. Aggregate limit \$2,000,000
- g. CUCCC agrees to add CFCSD as an additional insured to CUCCC insurance policy with a certificate of insurance showing same sent to CFCSD.

Adopted by the parties as witnessed below and dated the 17th day of July, 2018

Cedar Falls Community School District

Community United Child Care Centers, Inc.

By: _____
President

By: Jay Matheon 07/06/18
President

By: _____
Secretary

By: _____
Secretary