

IT SUPPORT SERVICE CONTRACT

THE STATE OF MONTANA

COUNTIES OF FLATHEAD/LAKE

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Bigfork School District (the "District") and Jeremy Taylor (the "Network Technician").

NOW THEREFORE, the Board and the Network Technician, for and in consideration of the terms hereinafter established, do hereby agree, as follows:

1. TERM

The Board, by and on behalf of the District, does hereby contract with the Network Technician for that term, commencing on July 1, 2025 and ending on June 30, 2026. This contract may be terminated prior to that date by either party by giving written notice of termination to the other party. Should the contract be terminated prior to its conclusion, the District shall compensate the Network Technician for all unpaid hours worked and for all unreimbursed reasonable expenses incurred prior to the date of termination.

2. SERVICES

The Network Technician, as an Independent Contractor and not an employee, shall provide support and assistance to the Superintendent and his designees as requested by the Superintendent or the Board. Any work beyond 1600 hours, during the term hereof, must be administratively approved by the Superintendent. The annual schedule to be determined by the Superintendent.

Services to be provided will include, but not limited to:

- a. Oversees set up of new computers and network hardware, maintains existing computers and peripheral devices
- b. Keeps an updated inventory of new network hardware purchases
- c. At the direction of the Superintendent, sets up email accounts, erases old accounts and email lists
- d. At the direction of the Superintendent, installs and updates software as needed for servers and District-owned staff/student computers
- e. At the direction of the Superintendent, performs basic administration such as updates, performing backup/archives and basic configuration for the District student records data base server, firewall server, authentication server, wireless control server and other servers

- f. At the direction of the Superintendent, facilitates student records data base training and maintenance
- g. At the direction of the Superintendent, maintains and updates wireless network: controller and WAPs
- h. Other duties as assigned

It is agreed that Mr. Taylor will be responsible for maintaining his own professional liability insurance, worker's compensation insurance and current valid Driver's License. Both parties recognize Mr. Taylor as an independent contractor, and not an employee, providing these services. **Appropriate documentation of W-9, personal insurance coverage and workers compensation insurance or a waiver will be on file at Bigfork School District no later than 8/1/25.**

3. COMPENSATION

The Network Technician's duties are on an "as requested basis". The Network Technician shall not be provided with any insurance, paid leave, or any benefit. The Network Technician shall be compensated monthly at the rate of \$49.00 per hour for all hours worked, billed in increments of no less than 15 minutes. The Network Technician shall also be reimbursed for mileage at the current IRS rate and for reasonable expenses, which shall be itemized in a monthly statement. Should the Network Technician be called to the school district for provision of services, billing shall be at a minimum at a one hour rate.

4. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Montana. It embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties. In the event any one or more of the provisions contained in the Agreement shall be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision herein.

Dated this 8th day of July, 2025.

Chairperson, Board of Trustees

Clerk, Board of Trustees

Network Technician

**BIGFORK PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 38
FLATHEAD AND LAKE COUNTIES, BIGFORK, MONTANA**

THIS AGREEMENT, made and entered into on July 8, 2025 between the SCHOOL DISTRICT NO. 38 of Flathead and Lake Counties, Bigfork, Montana, hereinafter referred to as the SCHOOL DISTRICT, and **Ryan Nollan**, thereafter referred to as the SCHOOL PSYCHOLOGIST.

WITNESSETH:

1. That the SCHOOL DISTRICT hereby agrees to employ the SCHOOL PSYCHOLOGIST to provide school psychologist services to the school district for the school year **2025-26** for a period not to exceed 178 days service. Additional days may be needed and will require Superintendent approval. Services to be provided will include, but not be limited to:

- a. Participation upon request in the pre-referral process using the procedures established by the SCHOOL DISTRICT.
- b. In compliance with the rules governing IDEA, evaluate children to determine if the child is eligible under the criteria set forth in IDEA and all applicable state laws.
- c. Upon request attend CST and IEP meetings for students eligible or being determined eligible for services under IDEA.
- d. Provide a written report of the evaluation results with recommendations for school interventions the student needs in order to benefit from his/her educational program. This report is the property of the school district and applicable to all laws pertaining to student records, including laws and policies governing release and transfer of student records.
- e. In consultation with the school district IEP team, develop an intervention plan in the area of behavioral and social/emotional skills.
- f. Provide counseling as required on IEP.
- g. Provide training of assigned individuals and other teaching staff in incorporating the behavior plan into the child's school routine. These activities will be monitored, reviewed, and re-evaluated on a regular basis and changed as appropriate based on the needs of the child.
- h. Provide all reports and documents to the school district Special Education Director in a timely manner as required by IDEA and the district's Special Education Procedures.
- i. Participate in a mentor program meeting a minimum of 5 days with the mentor to review procedures, assessments and discuss specific student cases.
- j. Comply with all DISTRICT School Board policies and procedures, Montana statutes, and Montana administrative regulations.
- k. Days will be scheduled at the discretion of the Special Education Director.

2. That the SCHOOL DISTRICT shall pay the SCHOOL PSYCHOLOGIST the sum of **\$454.29 per day up to \$80,864**. The installments to be paid to the SCHOOL PSYCHOLOGIST each calendar month.

3. It is agreed that Mr. Nollan will be responsible for maintaining his own malpractice liability insurance, worker's compensation insurance, all other similar employee insurance coverage, tax deductions, and benefits. Both parties recognize Mr. Nollan as an independent contractor providing these services. **Appropriate documentation of coverage and current licensure will be on file at Bigfork School District no later than 09/02/25.**

4. SCHOOL PSYCHOLOGIST is considered exempt from the certified staff BAEA Collective Bargaining Agreement under Article II , Sections 1 and 2, and not bound by or eligible for the terms of that agreement.

5. In the event this contract is terminated by mutual agreement or in accordance with state law, the SCHOOL DISTRICT shall be obligated to pay that portion of the contracted salary that has been earned, up to and including the last day of service.

6. It is understood that the SCHOOL PSYCHOLOGIST holds a state of Montana valid Class 6 certificate with SCHOOL PSYCHOLOGIST endorsement or is accepted into an OPI approved program by the first employment day of the school year.

7. The SCHOOL PSYCHOLOGIST shall be reimbursed for out of district expenses and mileage per district policy.

8. The SCHOOL PSYCHOLOGIST shall accept, sign, and return this contract to the office of the Clerk of the District within twenty (20) calendar days from the date of receipt or this contract shall be without legal effect.

IN WITNESS WHEREOF, the parties hereto cause this contract to be duly signed in triplicate originals, each of which shall be entitled to full faith and credit.

SCHOOL DISTRICT NO. 38 OF
FLATHEAD AND LAKE COUNTIES

Paul Sandry, Board Chairman

_____/_____
School Psychologist Date

Lacey Porrovecchio, District Clerk

Folio # Class: Level: Endorsements: Expiration Date:
Out of District Credit: 0 In District Credit: 0

SPECIAL EDUCATION DEPARTMENT

Bigfork School District #38

CONTRACT FOR OCCUPATIONAL THERAPY SERVICES

2025-26 School Year

This agreement is made by and between Bigfork School District #38 and Rheanna Taylor,
Occupational Therapist,

IT IS AGREED AS FOLLOWS:

1. Ms. Taylor, OT, shall provide Bigfork School District the services of occupational therapist for the 2025-26 school year. It is understood that Ms. Taylor is registered with the American Occupational Therapy Association, or it's equivalent, and licensed by the State of Montana.
2. Services to be provided will include, but not be limited to:
 - a. Participation upon request and the therapist's availability in the referral process using the procedure established by Bigfork School District #38.
 - b. In compliance with the rules governing IDEA, evaluate children referred for fine and perceptual motor, sensory processing or adaptive equipment needs to determine if the child is eligible under the criteria set forth in IDEA and all applicable state laws.
 - c. Upon request and availability, attend evaluation and IEP meetings for students eligible or being determined eligible for services under IDEA for fine motor needs.
 - d. Provide a written report of the evaluation results with recommendations for school and home interventions the student needs in order to benefit from his/her educational program because of fine motor implications. This report is the property of the school district and applicable to all laws pertaining to student records, including laws and policies governing release and transfer of student records.
 - e. In consultation with the school district IEP team, develop an intervention plan in the area of fine and perceptual motor skills to address the child's fine motor needs.
 - f. Provide training of assigned individuals and other teaching staff in incorporating the motor activities into the child's routine. These activities will be monitored, reviewed, and re-evaluated on a regular basis and changed as appropriate based on the needs of the child.
 - g. Submit adequate documentation for the purposes of Medicaid billing.

3. Ms. Taylor will follow the consultative/pre-referral process established by Bigfork School District prior to beginning any initial evaluation.
4. All intervention plans developed as a related service for fine motor needs will be written in compliance with state and federal regulations which state that:

“A student shall receive related services only when the related services are required to assist the student with a disability from the student’s special education.”

5. It is agreed that Ms. Taylor will be responsible for maintaining his own professional liability insurance, worker’s compensation insurance, all other similar employee insurance coverage, W-9, tax deductions, current valid Driver’s License, and benefits. Both parties recognize Ms. Taylor as an independent contractor providing these services. **Appropriate documentation of W-9, personal insurance coverage and current licensure will be on file at Bigfork School District no later than 09/02/25.**
6. If cancellations are necessary, Ms. Taylor asks to be notified as soon as possible on or before the scheduled morning. In the event of missed sessions, the sessions will occur at another time in order to meet the IEP obligations.
7. A schedule of student services will be left with the Special Services Office and Case Manager for each student receiving occupational therapy on a monthly basis.
8. Bigfork School District agrees to pay Ms. Taylor at the rate of \$61.80 (sixty one dollars and eighty cents) per hour, per visit for professional services rendered. Services shall begin at the start of the 2025-26 school year and continue through the end of the 2025-26 school year. Bills will be submitted to the Special Education Director by the first of each month, including an itemized list of services with student initials, services provided, and amount of time.
9. This contract shall remain in effect through the 2025-26 school year unless terminated by either party upon 30 days written notice. Notice shall be given by certified, postage pre-paid mail.

Dated this ____ day of _____, 2025.

Occupational Therapist

Date

Chairperson, Bigfork School District 38

Date

Clerk, Bigfork School District 38

Date

SPECIAL EDUCATION DEPARTMENT

Bigfork School District #38

CONTRACT FOR PHYSICAL THERAPY SERVICES

2025-26 School Year

This agreement is made by and between Bigfork School District #38 and Samantha Modderman, Physical Therapist,

IT IS AGREED AS FOLLOWS:

1. Ms. Samantha Modderman shall provide Bigfork School District the services of physical therapist for the 2025-26 school year. It is understood that Ms. Modderman is registered with the American Physical Therapy Association and licensed by the State of Montana.
2. Services to be provided will include, but not be limited to:
 - a. Participation upon request and the therapist's availability in the referral process using the procedure established by Bigfork School District #38.
 - b. In compliance with the rules governing IDEA, evaluate children referred for gross motor or adaptive equipment needs to determine if the child is eligible under the criteria set forth in IDEA and all applicable state laws.
 - c. Upon request and availability, attend evaluation and IEP meetings for students eligible or being determined eligible for services under IDEA for gross motor needs.
 - d. Provide a written report of the evaluation results with recommendations for school and home interventions the student needs in order to benefit from his/her educational program because of gross motor implications. This report is the property of the school district and applicable to all laws pertaining to student records, including laws and policies governing release and transfer of student records.
 - e. In consultation with the school district IEP team, develop an intervention plan in the area of gross motor skills to address the child's gross motor needs.
 - f. Provide training of assigned individuals and other teaching staff in incorporating the motor activities into the child's routine. These activities will be monitored, reviewed, and re-evaluated on a regular basis and changed as appropriate based on the needs of the child.
 - g. Submit adequate documentation for the purposes of Medicaid billing.
3. Ms. Modderman will follow the consultative/pre-referral process established by Bigfork School District prior to beginning any initial evaluation.

4. All intervention plans developed as a related service for gross motor needs will be written in compliance with state and federal regulations which state that:

“A student shall receive related services only when the related services are required to assist the student with a disability from the student’s special education.”

5. It is agreed that Ms. Modderman will be responsible for maintaining her own malpractice liability insurance, worker’s compensation insurance, all other similar employee insurance coverage, tax deductions, and benefits. Both parties recognize Ms. Modderman as an independent contractor providing these services. **Appropriate documentation of coverage and current licensure will be on file at Bigfork School District no later than 09/02/2025.**
6. If cancellations are necessary, Ms. Modderman asks to be notified as soon as possible on or before the scheduled morning. In the event of missed sessions, the sessions will occur at another time in order to meet the IEP obligations and with the direction of the Special Services Director.
7. A schedule of student services will be left with the Special Services Office and Case Manager for each student receiving physical therapy on a monthly basis.
8. Bigfork School District agrees to pay Ms. Modderman at the rate of \$59.95 (fifty nine dollars and ninety five cents) per hour, per visit for professional services rendered and round-trip mileage from home to Bigfork School District, and return, at the current IRS rate. Services shall begin at the start of the 2025-26 school year and continue through the end of the 2025-26 school year. Bills will be submitted to the Special Services Director by the first of each month, including an itemized list of services with student initials, services provided, and amount of time.
9. This contract shall remain in effect through the 2025-26 school year unless terminated by either party upon 30 days written notice. Notice shall be given by certified, postage pre-paid mail.

Dated this ____ day of _____, 2025.

Ms. Samantha Modderman

Date

Mr. Tom Stack, Superintendent, Bigfork School Dist. #38

Date

Chairperson, Bigfork School Dist. #38

Date



BIGFORK PUBLIC SCHOOL DISTRICT 38

P.O. Box 188, 600 Commerce Street

Bigfork, MT 59911

Phone: 406.837.7400 Fax: 406.837.7407

Home of the
VIKES
and
VALS

To: Bigfork Board of Trustees
From: Danny Walker
Subject: TJ Thompson Route 16 Bus Contract
Date: June 25, 2025

I am recommending TJ Thompson a 5 year contract to continue to operate Route 16. TJ has had this route contract for many years and has done an outstanding job. This contract will be from 2025 to 2030 as outlined in the contract.

Sincerely:

Danny Walker
Transportation Director.

**BIGFORK SCHOOL DISTRICT NO. 38
SCHOOL BUS CONTRACT
Flathead/Lake Counties
Route 16**

This agreement made and entered into July, 2025 by and between **T. J. Thompson** residing at **519 North Ferndale Drive**, Bigfork, State of Montana, hereinafter referred to as the Contractor, and School District No. 38 of Flathead/Lake Counties, State of Montana hereinafter referred to as the District.

WITNESSETH:

That the Contractor, for consideration of the payments hereafter to be made to him or her by the District; as hereinafter set forth, specified and provided, does hereby promise and agree to and with the District as follows:

The Contractor, for and during the period beginning with the first day of school 2025 and ending with the last day of school, 2030, shall transport Elementary and High School pupils residing within the Bigfork School District No. 38 to and from school on each day school is in session, over a route of **43.9** miles (+/-) traveled twice daily, for a total daily route mileage of **87.8**(+/-) as set forth in Exhibit A.

The District shall pay the Contractor for such transportation for each school year at the following annual contract rate.

School Year	Annual Contract Rate
2025-2026	\$70,438.16
2026-2027	\$73,255.68
2027-2028	\$76,185.90
2028-2029	\$79,233.33
2029-2030	\$82,402.66

The payment schedule is set forth in Section V.

The Contractor and District hereby further agree to the following terms and conditions:

I. GENERAL SPECIFICATIONS

A. Transportation Director. The Contractor's contact with the District for day to day operational matters shall be through the District's Director of Transportation. Except

where the District Board of Trustees' approval is required, the Director of Transportation shall have full authorization with respect to this contract.

B. Bus Driver. The Contractor will at all times provide a properly certified and competent driver for such bus in accordance with the provisions and requirements of the MCA 2010103 and any other applicable law. Such driver must be approved by the District Board of Trustees' and must be a holder of a current School Bus Driver Certificate issued by the Montana Office of Public Instruction and filed with the County Superintendent. The Contractor shall be liable for loss of state reimbursement because of improper driver certification. In case of a loss, a like amount will be withheld from the next contract payment due. If the bus driver is other than the Contractor, then the Contractor shall also maintain Workers Compensation Insurance and provide the District with proof of Workers Compensation Insurance. If the Contractor requests, the District may provide a substitute driver. The Contractor will then reimburse the District for all costs to provide said driver.

C. Contract Supplement. District policies, rules and regulations pertaining to transportation of pupils, eligibility, discipline and driver training, whether currently in effect or as modified by District Board of Trustees' action, shall be considered a part of this contract and the Contractor assents to the provisions of the same. By board of Public Education rule, Standards for School Buses in Montana, it is now law that all certified school bus drivers are required to receive at least ten hours of training annually. Therefore it is the contractor's responsibility to comply with this law. The Transportation Director will schedule meetings or provide alternate options to fulfill this requirement. If a contractor fails to receive ten hours of training each year, it will be a breach of this contract. If additional meetings beyond this requirement are scheduled, the Contractor will be compensated at an hourly rate equal to the Federal Minimum Wage.

II. BUS SPECIFICATIONS

A. Contractor Bus. Transportation shall be furnished by means of a suitable, proper, safe and approved school bus. The school bus and the operation of the school bus are to be provided by the Contractor at his/her sole cost and expense. The school bus and the operations of the school bus shall in all respects fully comply with the provisions, requirements, rules and regulations of the Montana State Highway Patrol, and the Montana State Board of Education which are now in effect or which may hereinafter be enacted permitting the operation of the vehicle as a school bus. The Contractor has agreed to provide a **71** passenger, **2002** chassis make: **International**, body make: **Amtran**, bus type: **C-Conventional**. The size, year and model of bus may be changed only upon prior approval of the District Board of Trustees'. Such approval shall not be unreasonably withheld.

B. Replacement Bus. Upon the prior notification of the Director of Transportation, the use of a replacement bus may be allowed if the above referenced bus is inoperative for

mechanical or safety reasons. However, such replacement bus must be of a sufficient capacity to transport the pupils on the route covered by this contract, and the use of a replacement bus must be of a temporary and short term nature. Use of a replacement bus for more than ten (10) days within any thirty (30) day period (inclusive of weekends) shall require approval of the District Board of Trustee's. Furthermore, the replacement bus so used must have a current and valid Montana Highway Patrol inspection sticker and must meet all the requirements and conditions set forth in this contract for the operation of a school bus including but not limited to all the provisions set forth in this Section of this contract.

C. Bus Breakdown. If the Contractor's bus is not available for service for any reason whatsoever, or breaks down during the route and the Contractor cannot provide alternative transportation and the District incurs any costs to transport the students normally transported by the Contractor, such costs shall be deducted from the Contractor's next monthly contract payment.

D. OPI Bus Standards. The school bus provided and operated by the Contractor shall meet or exceed the requirements prescribed by the Office of Public Instruction in the publication entitled *Minimum Standards for School Buses in Montana* including any amendments made to those standards.

E. State Bus Inspections. The school bus provided and operated by the Contractor is subject to inspection by the Montana Highway Patrol as prescribed by Montana Vehicle Code Section 3221155.1. The Contractor will cooperate fully during said inspection and shall comply with any recommendations resulting from such inspection at his/her sole cost and expense.

F. Bus Self Inspections. The Contractor shall provide a certified statement that the items listed below have been inspected by a himself or a qualified mechanic and any existing deficiencies must be corrected at the Contractor's sole cost and expense. This will be done annually, prior to the beginning of each school year.

1. STEERING

- a. Steering gear
- b. Pitman arm
- c. Tie Rods
- d. Drag link
- e. Idler lever
- f. King pins

2. WHEELS AND TIRES

- a. Tread wear
- b. Wheel defects
- c. Wheel nut torque

3. BRAKE SYSTEM

- a. Brake linings
- b. Hoses
- c. Brake lines
- d. Drums/Disks
- e. Fluid levels/compressor
- f. Park brake

4. EXHAUST SYSTEM

- a. Tailpipes
- b. Exhaust pipes
- c. Mufflers
- d. Hanger brackets
- e. Connections

5. FUEL SYSTEM LEAKS

6. FRONT AND REAR SUSPENSION

7. ENGINE MOUNTS

G. Federal Bus Inspections. The Contractor acknowledges that it is the policy of the District to have all buses inspected, at least annually by the Federal Department of Transportation. Additionally, at the District Board of Trustees' sole discretion, the District may employ a person with experience in bus operation to make periodic inspections of the buses and any other inspection deemed necessary by the Director of Transportation. The Contractor is required to make his or her bus available for these inspections as scheduled. Contractors may be present during the inspection. Any deficiencies noted by such inspection shall be corrected immediately at the Contractor's sole cost and expense.

H. Bus Defects. The Contractor's bus shall not be used on any District route when a deficiency from any and all of the inspections mentioned heretofore still exists.

I. Bus Fuel Conversion. If the Contractor wishes to convert to a different type of fuel, he or she must notify the District prior to the conversion. Fuel conversions are considered to be a major conversion to a school bus and must be approved the Office of Public Instruction and the Montana Highway Patrol Bureau. All conversions must meet *Minimum Standards for School Buses in Montana* and any other applicable regulations.

J. District Equipment Added. Any equipment added to the bus which is provided and installed by the District shall remain the property of the District and shall be removed and returned to the District upon termination of this contract. The cost of removing such equipment shall be paid by the District. The contractor will be responsible for future purchase, installation and maintenance of 6 ½' stop arm if existing stop is not

compatible with a new bus and to be in compliance with District policy. Seat belts that are installed on contractors bus will be paid for by District. Parts and labor.

III. Indemnification & Insurance

A. Indemnification. The Contractor shall indemnify and hold harmless the District from any losses, costs, damages, or expenses arising out of any accident or other occurrence causing injury or damage to any person or to the property of any person done directly or indirectly to the operations of the Contractor.

B. Insurance Coverage. The Contractor will carry motor vehicle liability (bodily injury) and motor vehicle liability (property damage) with limits of the following or more:

1. Motor Vehicle Liability (bodily injury)
 - a. Each person \$1,000,000.00
 - b. Each occurrence \$1,000,000.00
2. Motor Vehicle Liability (property damage).
Each occurrence \$100,000.00

C. Proof of Insurance. The Contractor will furnish the District with proof of insurance naming the District as an additional insured. Failure to provide proof of insurance or to keep insurance in effect will terminate this contract at the option of the District.

D. Workers Compensation Insurance. The Contractor shall maintain Workers Compensation Insurance and provide the District with proof of such coverage if required under Section I(B) of this Agreement.

IV. ROUTE SPECIFICATIONS

A. Route Driving Days. The Contractor shall operate and drive the bus over the route or routes hereinafter specified in Exhibit A for 180 pupil instruction days, not to exceed 181 driving days. For any days driven over 181 days, the Contractor shall be paid at the daily rate of this contract. The daily rate shall be computed by dividing the annual contract rate then in effect by 181 days. For example, an annual contract rate of \$9050.00 would equal a daily rate of \$50.00 ($9050.00 / 181$ days). If the school year is changed by law so that buses operate less than 181 days, monthly payments will be reduced using the same formula.

B. Route Changes. In the event it becomes desirable to change the route, the District reserves the right to change said route, subject to approval of the District Board of Trustees' and the County Transportation Committee. The contract rate shall be adjusted to reflect any increase or decrease in mileage resulting from a route change. Should a change be made, the contract rate shall be adjusted as set forth below. For route changes of 15% or less (cumulative of all changes during the term of this contract)

of the original total daily route mileage, the increase or decrease in contract rate shall be computed at onehalf (1/2) the per mile rate of this contract. The per mile rate shall be computed by dividing the daily rate of this contract as defined in Section IV (A) by the total daily route mileage specified in Exhibit A of this contract. For example, if the daily contract was \$50.00 and the original route mileage was 50 miles, the per mile rate would be \$1.00 (\$50.00 divided by 50 miles) and the increase or decrease in the contract rate would be computed at \$.50 per mile (1/2 of the per mile rate). The contract rate change for route changes that result in an increase or decrease of more than 15% of the original total daily route mileage shall be mutually agreed upon by the Contractor and the District.

C. Route Zones. When two or more Contractors traverse the same stretch of road, the Director of Transportation shall determine which Contractor shall pick up in each "zone". However, student pickup points shall be determined by the Contractor subject to change by the Director of Transportation for safety reasons or considerations.

D. Route Scheduling. Weather and safety permitting, the Contractor shall schedule his/her route so that students arrive on campus each school day before the start of the first class. Contractor shall arrive on campus to pick up students at the end of each school day before the end of the last class period. These times may be set/changed as deemed reasonable by the Director of Transportation.

E. Route Safety Concerns. Contractor shall immediately or as soon as possible upon completion of the daily route, report all safety concerns regarding the route to the Director of Transportation.

V. PAYMENT SPECIFICATIONS

A. Monthly Payments. Payment of each annual rate shall be made by the District in ten (10) installments per school year. Installments one (1) through nine (9) shall each be computed at 10.6% of the annual contract rate and shall be paid to the Contractor on the last working day of each month beginning in September of each year and ending in May of each year. The tenth (10th) installment shall be computed at 4.6% of the annual contract rate and shall be paid to the Contractor on the last day of school in June of each year. Payment shall be by a District warrant or warrants which shall be received and shall be accepted by the Contractor at face value and without discount.

B. Fuel Fluctuation Payments. It is recognized by the Contractor and the District that the price of fuel may fluctuate during the contract period and that such changes in price cannot be determined in advance. Therefore additional compensation shall be paid to the Contractor for any increases in the price of fuel. The additional compensation shall be computed, on a monthly basis, as set forth below using the computational factors stated. However, the actual payment of the additional compensation to the Contractor shall be made only in January and June of each contract year. The amount of the

payment due each January, and June shall be based on a summation of the monthly computations.

1. Computational Factors:

- a) Base cost of fuel ("BCF"): \$1.00
- b) Fuel mileage ("FM") in Miles Per Gallon: 8.00
- c) Total daily route mileage ("RM") as set forth in Exhibit A as adjusted for any route changes.
- d) Monthly average fuel price ("MAFP") shall be the average of the average monthly fuel prices charged by at least two Bigfork area fuel supplier, net of any applicable tax credits available to the Contractor (Note: Therefore, fuel prices will be adjusted downward, to reflect any federal, state or local taxes included in the fuel prices which is refundable, in any manner, to the Contractor).
- e) Driving Days: 181

2. Calculation of semi-annual Contractor's compensation for fuel price changes shall be computed monthly as follows:

- a) The Base Cost of Fuel ("BCF") will be subtracted from the Monthly Average Fuel Price ("MAFP") to arrive at a Fuel Price Differential ("FPD").
- b) Fuel usage ("FU") will be calculated by dividing the total daily route mileage ("RM") by the Fuel Mileage ("FM") which is then multiplied by the number of driving days in the month.
- c) The Fuel Price Differential ("FPD") is then multiplied by the fuel usage ("FU") in gallons. This positive number reflects compensation to the Contractor.
- d) The additional compensation due the Contractor is then the summation of the monthly computations. The January payment shall be for the months of August through December, and the June payment shall be for the months of January through June.

3. Fuel fluctuation payments with respect to any change in type of fuel as may be allowed under Section II. (I), will be adjusted according to revised computational factors as agreed upon by the District and the Contractor.

VI. CONTRACT RELIEF

A. Contract Cancellation. This contract may be canceled under the following conditions:

1. If the Contractor is not providing safe, consistent, reliable service, or is not in compliance with any of the provisions of this contract (subject to notice and reasonable time to cure, as may be appropriate for the specific situation) or does not comply with the instructions or directions of the Director of Transportation as he/she is authorized to issue under this contract, then this contract may be terminated immediately by a two-thirds (2/3) vote of the full District Board of Trustees'. If this contract is canceled pursuant to this section, the Contractor shall be entitled to compensation only for the services performed up to the date of such termination.

2. If there is a decrease in pupil enrollment or if there is otherwise a reduction in the number of pupils who are entitled to school bus transportation under the laws of the State of Montana, so the number of pupils receiving service herein decreases to the point that such service is no longer required, the District may terminate this contract by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. Notice shall be deemed given upon mailing a certified letter to the Contractor at his address specified herein. The District shall pay to the Contractor additional compensation beyond that earned to the date of termination of such service equal to 33 1/3% of the annual contract amount then in effect.

3. If the District is forced to discontinue all transportation due to a lack of funding, the District will not be obligated to continue monthly payments. However, if and when funding becomes available to restore the transportation system, the Contractor will be given the option of continuing his/her contract.

B. School Closure. Should the schools be closed for any cause whatsoever, the District shall not be liable for payment for service under the contract during the periods of such closing. The contract rate for any reduction in service as a result of a school closure shall be computed as set forth in Section IV. of this contract.

C. Contract Assignment. This contract and agreement shall not be transferred and assigned by the Contractor except with the written approval and consent of the Board of Trustees' of the District which approval will not unreasonably be withheld.

D. Contract Dispute. If a dispute should develop while this contract is still in force, the Contractor will continue to operate until the dispute is resolved and shall be compensated at the rate which was in effect immediately before such dispute arose.

E. Arbitration: In the event of any dispute arising out of this Agreement, which cannot be mutually resolved by the parties, such dispute shall be decided by Settlement Solutions, 210 North Higgins Avenue, Suite 336, P.O. Box 9145, Missoula, Montana 59807,(406) 728-7295, as arbitrator. If such arbitrator is not available, then the

Contractor and District shall appoint an arbitrator which is mutually agreeable to both parties. Upon being notified of the dispute, the arbitrator shall schedule a hearing within thirty (30) days of his appointment, or as soon as reasonably possible. The arbitrator shall issue a decision resolving the dispute within twenty (20) days of the hearing. The costs of arbitration shall be equally shared by all parties to the dispute. Each party shall bear their own attorneys fees.

However, in the event the dispute or action is for collection of any monetary consideration set forth in the Agreement, including any credits due the District, the prevailing party shall be entitled to all costs of collection, including a reasonable attorney's fee and all costs of arbitration.

In Witness Whereof the said Contractor has signed his name hereto and the said District has caused its name to be hereunto subscribed by the Chairman of its Board of Trustees' and attested by its Clerk this 10th day of June, 2020.

Witness for the Contractor(s)

Contractor: TJ Thompson

Contractor: TJ Thompson

Attest: _____ School District No. 38
Flathead/Lake Counties

by: _____
Chairman

Exhibit A

Route Description
Route 16

Owner: T.J. Thompson

Driver: T.J. Thompson

School Bus Identification

Body Make: Amtran, **Chassis Make:** International

Model Year: 2002

Capacity: 71 **VIN:** 1HVBRABP62B919355 **License:** 7 14112C

Route: Bus begins route at Swan Bar & Grille parking lot, continuing north on Hwy 83 past Bear Creek Village and Swan River School; turning onto Hwy 35 and back to Bigfork School

Total Mileage: 87.8 Miles per day.



BIGFORK PUBLIC SCHOOL DISTRICT 38

P.O. Box 188, 600 Commerce Street

Bigfork, MT 59911

Phone: 406.837.7400 Fax: 406.837.7407

Home of the

VIKES

and

VALS

To: Bigfork Board of Trustees
From: Danny Walker
Subject: Krystal Dusenberry Route 17 Bus Contract
Date: June 25, 2025

I am recommending Krystal Dusenberry a 5 year contract to continue to operate Route 17. Krystal has had this route contract for the past 4 years and has done an outstanding job. This contract will be from 2025 to 2030 as outlined in the contract.

Sincerely:

Danny Walker
Transportation Director.

**BIGFORK SCHOOL DISTRICT NO. 38
SCHOOL BUS CONTRACT
Flathead/Lake Counties
Route 17**

This agreement made and entered into July 2025 by and between **Krystal Dusenberry** residing at **747 Wolf Creek Drive**, Bigfork, State of Montana, hereinafter referred to as the Contractor, and School District No. 38 of Flathead/Lake Counties, State of Montana hereinafter referred to as the District.

WITNESSETH:

That the Contractor, for consideration of the payments hereafter to be made to him or her by the District; as hereinafter set forth, specified and provided, does hereby promise and agree to and with the District as follows:

The Contractor, for and during the period beginning with the first day of school 2025, and ending with the last day of school, 2030, shall transport Elementary and High School Pupils residing within the Bigfork School District No. 38 to and from school on each day school is in session, over a route of **34** miles (+/-) traveled twice daily, for a total daily route mileage of **68** (+/-) as set forth in Exhibit A.

The District shall pay the Contractor for such transportation for each school year at the following annual contract rate.

School Year	Annual Contract Rate
2025-2026	\$63,462.52
2026-2027	\$66,001.02
2027-2028	\$68,641.06
2028-2029	\$71,386.70
2029-2030	\$74,242.16

The payment schedule is set forth in Section V.

The Contractor and District hereby further agree to the following terms and conditions:

I. GENERAL SPECIFICATIONS

A. Transportation Director. The Contractor's contact with the District for day to day operational matters shall be through the District's Director of Transportation. Except where the District Board of Trustees' approval is required, the Director of Transportation shall have full authorization with respect to this contract.

B. Bus Driver. The Contractor will at all times provide a properly certified and competent driver for such bus in accordance with the provisions and requirements of the MCA 2010103 and any other applicable law. Such driver must be approved by the District Board of Trustees' and must be a holder of a current School Bus Driver Certificate issued by the Montana Office of Public Instruction and filed with the County Superintendent. The Contractor shall be liable for loss of state reimbursement because of improper driver certification. In case of a loss, a like amount will be withheld from the next contract payment due. If the bus driver is other than the Contractor, then the Contractor shall also maintain Workers Compensation Insurance and provide the District with proof of Workers Compensation Insurance. If the Contractor requests, the District may provide a substitute driver. The Contractor will then reimburse the District for all costs to provide said driver.

C. Contract Supplement. District policies, rules and regulations pertaining to transportation of pupils, eligibility, discipline and driver training, whether currently in effect or as modified by District Board of Trustees' action, shall be considered a part of this contract and the Contractor assents to the provisions of the same. By board of Public Education rule, Standards for School Buses in Montana, it is now law that all certified school bus drivers are required to receive at least ten hours of training annually. Therefore it is the contractor's responsibility to comply with this law. The Transportation Director will schedule meetings or provide alternate options to fulfill this requirement. If a contractor fails to receive ten hours of training each year, it will be a breach of this contract. If additional meetings beyond this requirement are scheduled, the Contractor will be compensated at an hourly rate equal to the Federal Minimum Wage.

II. BUS

A. Contractor Bus. Transportation shall be furnished by means of a suitable, proper, safe and approved school bus. The school bus and the operation of the school bus are to be provided by the Contractor at his/her sole cost and expense. The school bus and the operations of the school bus shall in all respects fully comply with the provisions, requirements, rules and regulations of the Montana State Highway Patrol, and the Montana State Board of Education which are now in effect or which may hereinafter be enacted permitting the operation of the vehicle as a school bus. The Contractor has agreed to provide a **71** passenger, **2013**, chassis make: **Thomas**, bus type: **C-Conventional**. The size, year and model of bus may be changed only upon prior approval of the District Board of Trustees'. Such approval shall not be unreasonably withheld.

B. Replacement Bus. Upon the prior notification of the Director of Transportation, the use of a replacement bus may be allowed if the above referenced bus is inoperative for mechanical or safety reasons. However, such replacement bus must be of a sufficient capacity to transport the pupils on the route covered by this contract, and the use of a replacement bus must be of a temporary and short term nature. Use of a replacement

bus for more than ten (10) days within any thirty (30) day period (inclusive of weekends) shall require approval of the District Board of Trustee's. Furthermore, the replacement bus so used must have a current and valid Montana Highway Patrol inspection sticker and must meet all the requirements and conditions set forth in this contract for the operation of a school bus including but not limited to all the provisions set forth in this Section of this contract.

C. Bus Breakdown. If the Contractor's bus is not available for service for any reason whatsoever, or breaks down during the route and the Contractor cannot provide alternative transportation and the District incurs any costs to transport the students normally transported by the Contractor, such costs shall be deducted from the Contractor's next monthly contract payment.

D. OPI Bus Standards. The school bus provided and operated by the Contractor shall meet or exceed the requirements prescribed by the Office of Public Instruction in the publication entitled *Minimum Standards for School Buses in Montana* including any amendments made to those standards.

E. State Bus Inspections. The school bus provided and operated by the Contractor is subject to inspection by the Montana Highway Patrol as prescribed by Montana Vehicle Code Section 3221155.1. The Contractor will cooperate fully during said inspection and shall comply with any recommendations resulting from such inspection at his/her sole cost and expense.

F. Bus Self Inspections. The Contractor shall provide a certified statement that the items listed below have been inspected by her or a qualified mechanic and any existing deficiencies must be corrected at the Contractor's sole cost and expense. This will be done annually, prior to the beginning of each school year.

1. STEERING
 - a. Steering gear
 - b. Pitman arm
 - c. Tie rods
 - d. Drag link
 - e. Idler lever
 - f. King pins
2. WHEELS AND TIRES
 - a. Tread wear
 - b. Wheel defects
 - c. Wheel nut torque
3. BRAKE SYSTEM
 - a. Brake linings
 - b. Hoses

- c. Brake lines
- d. Drums/Disks
- e. Fluid levels/compressor
- f. Park brake

4. EXHAUST SYSTEM

- a. Tailpipes
- b. Exhaust pipes
- c. Mufflers
- d. Hanger brackets
- e. Connections

5. FUEL SYSTEM LEAKS

6. FRONT AND REAR SUSPENSION

7. ENGINE MOUNTS

G. Federal Bus Inspections. The Contractor acknowledges that it is the policy of the District to have all buses inspected, at least annually by the Federal Department of Transportation. Additionally, at the District Board of Trustees' sole discretion, the District may employ a person with experience in bus operation to make periodic inspections of the buses and any other inspection deemed necessary by the Director of Transportation. The Contractor is required to make his or her bus available for these inspections as scheduled. Contractors may be present during the inspection. Any deficiencies noted by such inspection shall be corrected immediately at the Contractor's sole cost and expense.

H. Bus Defects. The Contractor's bus shall not be used on any District route when a deficiency from any and all of the inspections mentioned heretofore still exists.

I. Bus Fuel Conversion. If the Contractor wishes to convert to a different type of fuel, he or she must notify the District prior to the conversion. Fuel conversions are considered to be a major conversion to a school bus and must be approved the Office of Public Instruction and the Montana Highway Patrol Bureau. All conversions must meet *Minimum Standards for School Buses in Montana* and any other applicable regulations.

J. District Equipment Added. Any equipment added to the bus which is provided and installed by the district shall remain the property of the district and shall be removed and returned to the district upon termination of this contract. The cost of removing such equipment shall be paid by the district. The district will pay for and install a 6 ½ foot stop arm on contractor's bus. This is a one-time purchase. Contractor will be responsible for future purchase, installation, and maintenance of a 6 ½ foot stop arm if contractor buys a new/used bus which isn't equipped with a 6 ½ foot stop arm specified by district.

III. Indemnification & Insurance

A. Indemnification. The Contractor shall indemnify and hold harmless the District from any losses, costs, damages, or expenses arising out of any accident or other occurrence causing injury or damage to any person or to the property of any person done directly or indirectly to the operations of the Contractor.

B. Insurance Coverage. The Contractor will carry motor vehicle liability (bodily injury) and motor vehicle liability (property damage) with limits of the following or more:

1. Motor Vehicle Liability (bodily injury)
 - a. Each person \$1,000,000.00
 - b. Each occurrence \$1,000,000.00
2. Motor Vehicle Liability (property damage).
Each occurrence \$100,000.00

C. Proof of Insurance. The Contractor will furnish the District with proof of insurance naming the District as an additional insured. Failure to provide proof of insurance or to keep insurance in effect will terminate this contract at the option of the District.

D. Workers Compensation Insurance. The Contractor shall maintain Workers Compensation Insurance and provide the District with proof of such coverage if required under Section I (B) of this Agreement.

IV. ROUTE SPECIFICATIONS

A. Route Driving Days. The Contractor shall operate and drive the bus over the route or routes hereinafter specified in Exhibit A for 180 pupil instruction days, not to exceed 181 driving days. For any days driven over 181 days, the Contractor shall be paid at the daily rate of this contract. The daily rate shall be computed by dividing the annual contract rate then in effect by 181 days. For example, an annual contract rate of \$9050.00 would equal a daily rate of \$50.00 ($9050.00 / 181$ days). If the school year is changed by law so that buses operate less than 181 days, monthly payments will be reduced using the same formula.

B. Route Changes. In the event it becomes desirable to change the route, the District reserves the right to change said route, subject to approval of the District Board of Trustees' and the County Transportation Committee. The contract rate shall be adjusted to reflect any increase or decrease in mileage resulting from a route change. Should a change be made, the contract rate shall be adjusted as set forth below. For route changes of 15% or less (cumulative of all changes during the term of this contract) of the original total daily route mileage, the increase or decrease in contract rate shall be computed at onehalf (1/2) the per mile rate of this contract. The per mile rate shall be computed by dividing the daily rate of this contract as defined in Section IV (A) by the

total daily route mileage specified in Exhibit A of this contract. For example, if the daily contract was \$50.00 and the original route mileage was 50 miles. The per mile rate would be \$1.00 (\$50.00 divided by 50 miles) and the increase or decrease in the contract rate would be computed at \$.50 per mile (1/2 of the per mile rate). The contract rate change for route changes that result in an increase or decrease of more than 15% of the original total daily route mileage shall be mutually agreed upon by the Contractor and the District.

C. Route Zones. When two or more Contractors traverse the same stretch of road, the Director of Transportation shall determine which Contractor shall pick up in each "zone". However, student pickup points shall be determined by the Contractor. This is subject to change by the Director of Transportation for safety reasons or considerations.

D. Route Scheduling. Weather and safety permitting, the Contractor shall schedule his/her route so that students arrive on campus each school day before the start of the first class. Contractor shall arrive on campus to pick up students at the end of each school day before the end of the last class period. These times may be set/changed as deemed reasonable by the Director of Transportation.

E. Route Safety Concerns. Contractor shall immediately or as soon as possible upon completion of the daily route, report all safety concerns regarding the route to the Director of Transportation.

V. PAYMENT SPECIFICATIONS

A. Monthly Payments. Payment of each annual rate shall be made by the District in ten (10) installments per school year. Installments one (1) through nine (9) shall each be computed at 10.6% of the annual contract rate and shall be paid to the Contractor on the last working day of each month beginning in September of each year and ending in May of each year. The tenth (10th) installment shall be computed at 4.6% of the annual contract rate and shall be paid to the Contractor on the last day of school in June of each year. Payment shall be by a District warrant or warrants which shall be received and shall be accepted by the Contractor at face value and without discount.

B. Fuel Fluctuation Payments. It is recognized by the Contractor and the District that the price of fuel may fluctuate during the contract period and that such changes in price cannot be determined in advance. Therefore additional compensation shall be paid to the Contractor for any increases in the price of fuel. The additional compensation shall be computed, on a monthly basis, as set forth below using the computational factors stated. However, the actual payment of the additional compensation to the Contractor shall be made only in January and June of each contract year. The amount of the payment due each January, and June shall be based on a summation of the monthly computations.

1. Computational Factors:

- a) Base cost of fuel ("BCF"): \$1.00
 - b) Fuel mileage ("FM") in Miles per Gallon: 8.00
 - c) Total daily route mileage ("RM") as set forth in Exhibit A as adjusted for any route changes.
 - d) Monthly average fuel price ("MAFP") shall be the average of the average monthly fuel prices charged by at least two Bigfork area fuel supplier, net of any applicable tax credits available to the Contractor (Note: Therefore, fuel prices will be adjusted downward, to reflect any federal, state or local taxes included in the fuel prices which is refundable, in any manner, to the Contractor).
 - e) Driving Days: 181
2. Calculation of semi-annual Contractor's compensation for fuel price changes shall be computed monthly as follows:
- a) The Base Cost of Fuel ("BCF") will be subtracted from the Monthly Average Fuel Price ("MAFP") to arrive at a Fuel Price Differential ("FPD").
 - b) Fuel usage ("FU") will be calculated by dividing the total daily route mileage ("RM") by the Fuel Mileage ("FM") which is then multiplied by the number of driving days in the month.
 - c) The Fuel Price Differential ("FPD") is then multiplied by the fuel usage ("FU") in gallons. This positive number reflects compensation to the Contractor.
 - d) The additional compensation due the Contractor is then the summation of the monthly computations. The January payment shall be for the months of August through December, and the June payment shall be for the months of January through June.
3. Fuel fluctuation payments with respect to any change in type of fuel as may be allowed under Section II. (I), will be adjusted according to revised computational factors as agreed upon by the District and the Contractor.

VI. CONTRACT RELIEF

A. Contract Cancellation. This contract may be canceled under the following conditions:

1. If the Contractor is not providing safe, consistent, reliable service, or is not in compliance with any of the provisions of this contract (subject to notice and reasonable time to cure, as may be appropriate for the specific situation) or does not comply with the instructions or directions of the Director of Transportation as he/she is authorized to issue under this contract, then this contract may be terminated immediately by a twothirds (2/3) vote of the full District Board of Trustees'. If this contract is canceled pursuant to this section, the Contractor shall be entitled to compensation only for the services performed up to the date of such termination.

2. If there is a decrease in pupil enrollment or if there is otherwise a reduction in the number of pupils who are entitled to school bus transportation under the laws of the State of Montana, so the number of pupils receiving service herein decreases to the point that such service is no longer required, the District may terminate this contract by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. Notice shall be deemed given upon mailing a certified letter to the Contractor at his address specified herein. The District shall pay to the Contractor additional compensation beyond that earned to the date of termination of such service equal to 33 1/3% of the annual contract amount then in effect.

3. If the District is forced to discontinue all transportation due to a lack of funding, the District will not be obligated to continue monthly payments. However, if and when funding becomes available to restore the transportation system, the Contractor will be given the option of continuing his/her contract.

B. School Closure. Should the schools be closed for any cause whatsoever, the District shall not be liable for payment for service under the contract during the periods of such closing. The contract rate for any reduction in service as a result of a school closure shall be computed as set forth in Section IV. of this contract.

C. Contract Assignment. This contract and agreement shall not be transferred and assigned by the Contractor except with the written approval and consent of the Board of Trustees' of the District which approval will not unreasonably be withheld.

D. Contract Dispute. If a dispute should develop while this contract is still in force, the Contractor will continue to operate until the dispute is resolved and shall be compensated at the rate which was in effect immediately before such dispute arose.

E. Arbitration: In the event of any dispute arising out of this Agreement, which cannot be mutually resolved by the parties, such dispute shall be decided by Settlement Solutions, 210 North Higgins Avenue, Suite 336, P.O. Box 9145, Missoula, Montana 59807, (406) 728-7295, as arbitrator. If such arbitrator is not available, then the Contractor and District shall appoint an arbitrator which is mutually agreeable to both parties. Upon being notified of the dispute, the arbitrator shall schedule a hearing within thirty (30) days of his appointment, or as soon as reasonably possible. The arbitrator shall issue a decision resolving the dispute within twenty (20) days of the hearing. The

costs of arbitration shall be equally shared by all parties to the dispute. Each party shall bear their own attorneys fees.

However, in the event the dispute or action is for collection of any monetary consideration set forth in the Agreement, including any credits due the District, the prevailing party shall be entitled to all costs of collection, including a reasonable attorney's fee and all costs of arbitration.

In Witness Whereof the said Contractor has signed his name hereto and the said District has caused its name to be hereunto subscribed by the Chairman of its Board of Trustees' and attested by its Clerk this 26th day of July 2021.

If Krystal Dusenberry can't secure funding by August 26th 2021, this contract is null in void

Witness for the Contractor

Contractor: Krystal Dusenberry

Transportation Director

Superintendent

Attest: _____ School District No. 38
Flathead/Lake Counties

By: _____
Chairman

Exhibit A

**Route Description
Route 17**

Owner: Krystal Dusenberry

Driver: Krystal Dusenberry

School Bus Identification

Body Make: Thomas

Model: C-2 SAF-T-Liner **Year:** 2012

Capacity: 66 **VIN:** 4UZABRDU1CCBL7417, **License Plate:**

Route: Begin at the Bigfork School and proceed north on Hwy 35 to Hwy 83; turn east on Hwy 83 and proceed to Swan River Rd; turn south and proceed to the turnaround at the Swan River bridge; turn around and proceed north back to Hwy 83 intersection; continue north on Echo Lake Rd and Foothills Rd to the intersection of Jewel Basin Rd and Foothills Rd. Turn around and proceed south to Echo Lake Rd. and Mt 83 intersection, turn west on Hwy 83, turn north on Hwy 35, turn west on Hwy 82 to Fennon Way turn around proceed east on Hwy 82 to Hwy 35, turn south and proceed to Bigfork School.

Total Mileage: 57.4 Miles per day.