FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260099
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:
9/3/2026

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over $100,000.00

Date Submitted: 5/29/2026

Name of Contract Initiator: B Chiaramonte — Telephone #: 60002

School/Dept Submitting Contract: Transportation — Cost Center # 9010

Vendor Name: BusPlanner

Contract Title: BusPlanner Software Agreement 3485 - Amendment 3

Contract Type: New ☐ Renewal ☐ Amendment ☒ Extension ☐ — Previous Year Contract # 240194, 250026, 250190

Contract Term: 5 year 7/2025 - 6/2030 — Renewal Option(s): Auto Renew until terminated in writing

Contract Cost: Total for 5 year Term $1,383,342.22

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**
Funding Source: Budget Line # 100-7800-399-9010-0000-0000-000-0
Funding Source: Budget Line #_____

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

_____ Completed Contract Review Form
_____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
_____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, *this Statement MUST BE included in the body of the Contract:***
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
_____ Release and Hold Harmless (If Applicable)

RECEIVED
By bfstaefe at 3:56 pm, May 29, 2026

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department ***REVIEWED*** ***By bfstaefe at 10:12 am, Aug 06, 2026*** ***By bfstaefe at 4:08 pm, May 29, 2026***	FLDOE 6A-1.012 (14) Information Technology / (11)(b) Educational Services I believe there needs to be an Amendment 3 written to add Proposal 3485 to the 5 year contract. See Amendment 2 - Contract Review # 250190 See highlights & address comments made on Amendment 3
School Board Attorney JPS Review Date 6/15	Third amendment with substantially the same language as amendment 2 will be needed.
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	Tentatively Approved Pending Required Signatures

AMENDMENT 3

BusPlanner®

Proposal #3485

To: Roxanne Chiaramonte, Director of Transportation

Attn: Clay County School District

Address: 900 Walnut Street Green Cove Springs, FL 32043

BusPlanner Modules

Date: June 26, 2026



3661 Sunset Ave, Suite 136 | Rocky Mount, NC USA 27804

Quote valid for 30 days

www.busplanner.com | (866) 306-4183

BusPlanner
Student Transportation Platform

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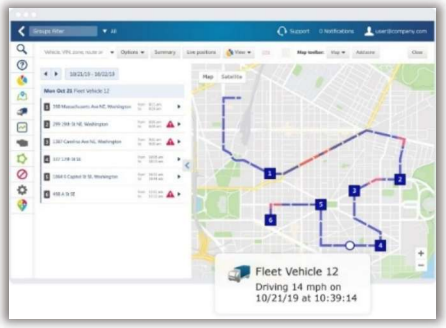
BusPlanner GPS+

BusPlanner GPS+ is a hardware and software solution that includes:

- BusPlanner GPS+ Software:
  - BusPlanner Pro features which include:
    - **Historical Tracking:** Access historical data to review past vehicle movements and analyze performance trends
    - **Planned vs. Actual Analysis:** Compare planned routes with actual driving patterns to ensure drivers follow the intended routes
    - **On-Time Arrival Analysis:** Evaluate punctuality by comparing actual arrival times with scheduled times
    - **Stop Time Comparisons**: Analyze stop durations to identify inefficiencies and optimize stop schedules
    - **Multi-Vehicle Performance Analysis:** Compare planned versus actual performance across multiple vehicles to identify and address discrepancies



    - **Route Path Editing**: Adjust planned routes to align with reported GPS paths, ensuring accurate and realistic route planning
    - **Run Creation from GPS Data:** Use the intuitive "Run via map" tool to create runs directly from GPS data, simplifying route planning
    - **Speed Calibration:** Adjust routing system map segments to reflect GPS fleet migration patterns, ensuring accurate speed data
    - **Bulk Route Audit:** Compare key statistics (planned vs. actual, path compliance, stop compliance, etc.) across your entire fleet to find problem areas



  - **Web-based Live GPS Dashboard** with real-time vehicle tracking and statuses on which buses are on-time and late
- GPS Units:
  - The monthly plan includes 2 GB of Wi-Fi hotspot every month
  - Advanced Fleet Telematics including latitude & longitude data, vehicle speed, detailed sensor data, ignition state, diagnostic insights and more
  - ISO 27001 and FIPS-compliant security framework

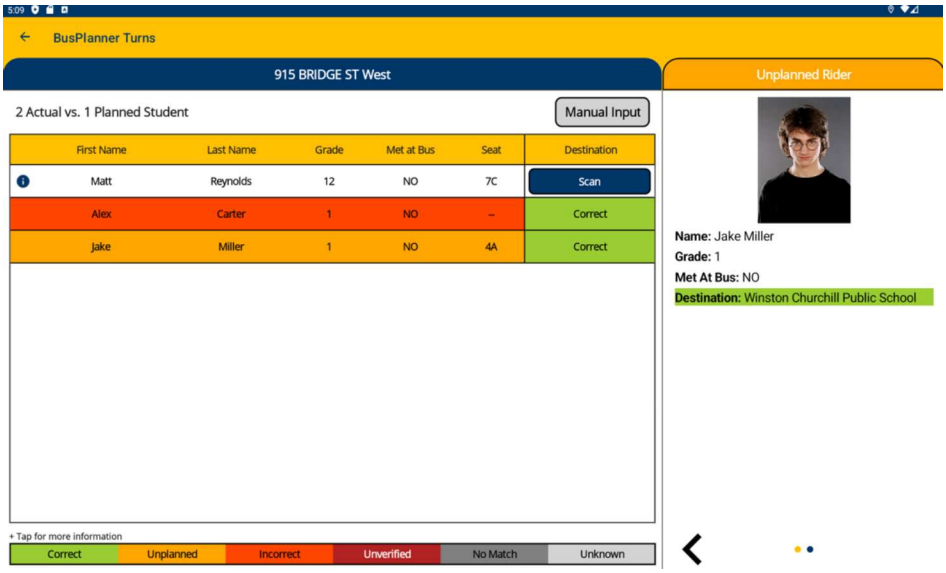
BusPlanner Ridership

BusPlanner Student Ridership is a key module within our BusPlanner Turns application that provides transportation managers and routers with essential data on student ridership, along with critical driver insights to support decision-making.

Key Features of BusPlanner Student Ridership:

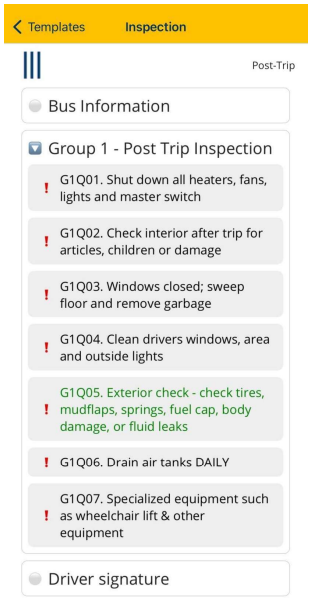


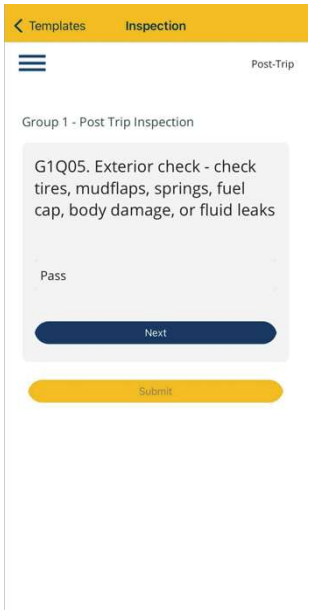
- **Driver Insights for Ridership Verification:** Provides drivers with real-time student ridership information, helping them confirm whether a student is on the correct bus.
- **Flexible Manual Verification:** Enables drivers to manually enter student ID numbers in cases where a card is unavailable, ensuring seamless ridership tracking.
- **Planned vs. Actual Ridership Analytics:** Tracks and compares planned vs. actual ridership to optimize route planning and improve efficiency.
- **Real-Time Parent Notifications:** Sends instant alerts through BusPlanner Chipmunk, our parent notification application, when a student boards the bus - enhancing visibility and ensuring parents stay informed.



BusPlanner Inspections

BusPlanner Inspections is a core module within our BusPlanner Turns application that digitizes mandatory pre-trip and post-trip inspections, helping school transportation teams ensure vehicle safety, maintain compliance, and streamline maintenance reporting.





Key Features of BusPlanner Inspections:

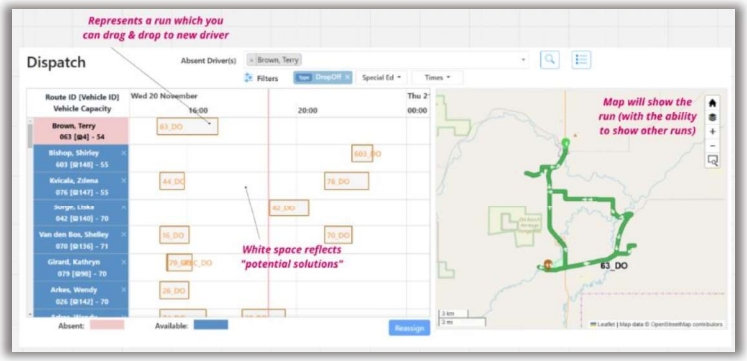
- **Customizable Digital Inspection Forms:** Allows transportation teams to create inspection forms tailored to their requirements, covering critical safety checks such as brakes, lights, and emergency equipment.
- **Mobile-Friendly Inspection Process:** Drivers can easily complete inspections from the Turns mobile app, with offline capabilities that queue submissions until connectivity is restored.
- **Seamless Form Submission & Mapping:** Completed forms are automatically mapped to standardized PDF outputs, ensuring accurate documentation and compliance records.
- **Fault Tracking & Searchable Records:** Transportation staff can view and search completed inspections by date, vehicle number, or fault severity (drivable vs. non-drivable).
- **Actionable Maintenance Insights:** Identifies issues in real time, enabling maintenance teams to respond quickly to faults and keep vehicles road-ready.

BusPlanner Dispatch – Real Time Vehicle Coordination & Response

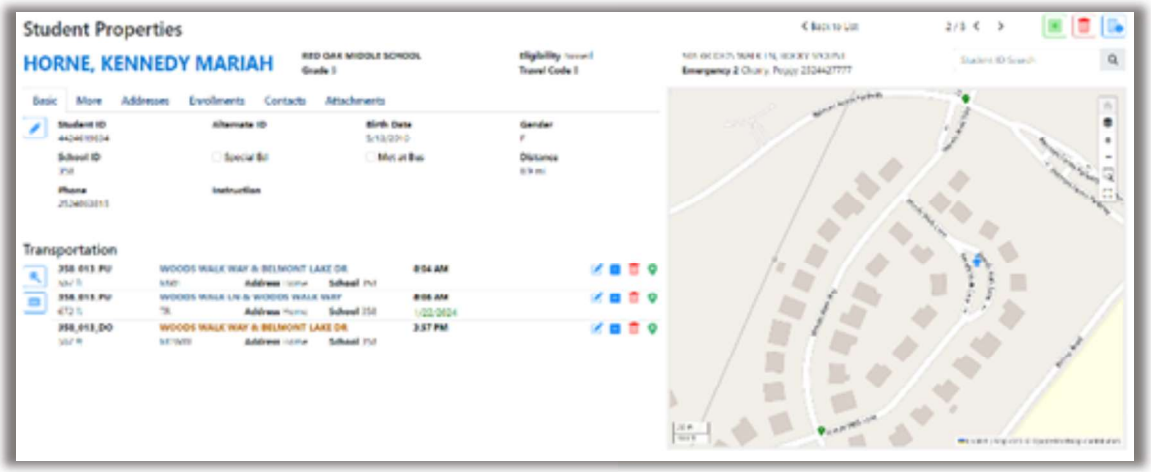
BusPlanner Dispatch

BusPlanner Dispatch provides real-time vehicle dispatching, allowing transportation teams to identify the nearest available vehicle, determine the fastest response route, and communicate updates directly to drivers. This ensures quick response times, improved route coordination, and seamless fleet management.

Key Dispatching Features:



- **"Nearest Vehicle" Tool** – Displays the closest buses to a selected location, ranked by distance, allowing dispatchers to quickly assign a response vehicle when needed.
- **Live Location Updates** – Ensures precise vehicle positioning with updates every 5-10 seconds, providing dispatchers with accurate, real-time data.
- **Planned Route Visibility** – Dispatchers can view a driver's planned route in real time, helping them make informed decisions when reassigning vehicles.
- **Automated Run and Route Reassignment** – Dispatchers can reassign a run or route as needed, with automatic email notifications sent directly to drivers.
- **Integrated Messaging** – Enables dispatchers to send text or email directions directly to drivers without leaving the web-based application.

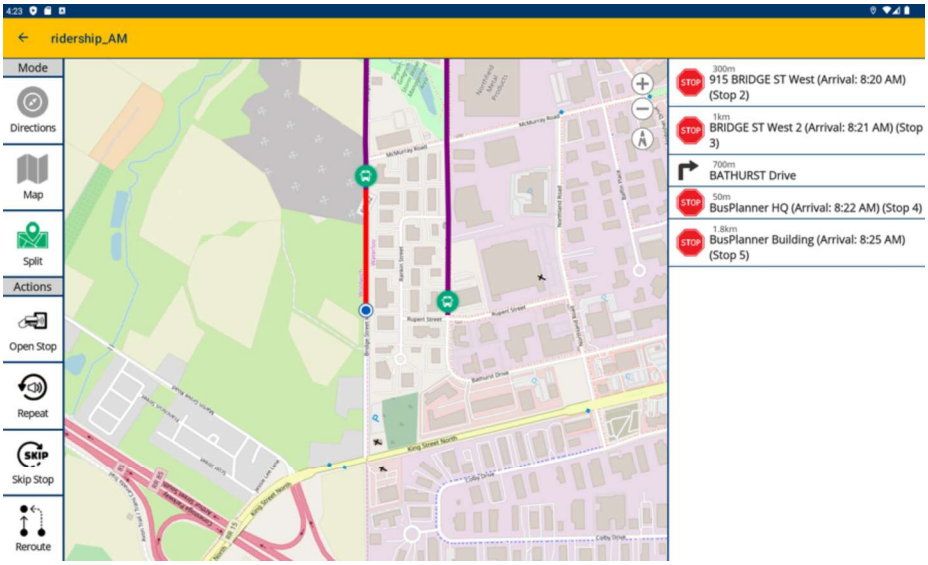


With BusPlanner Dispatch, transportation teams gain access to a comprehensive, efficient, and future-ready vehicle dispatching solution, ensuring optimal fleet performance and responsiveness.

BusPlanner Turns – Essential Navigation for School Bus Drivers

BusPlanner Turns

BusPlanner Turns is an app designed to support school bus drivers with real-time turn-by-turn directions and vehicle substitutions directly from BusPlanner.



Key Features of BusPlanner Turns:

- **Turn-by-Turn Directional Guidance:** BusPlanner Turns provides precise navigation to help drivers follow their routes accurately.
- **Vehicle Substitutions:** Offers real-time updates on vehicle changes.
- **Support for Spare Drivers:** Ideal for drivers covering unfamiliar routes or shortages.
- **Real-Time Information:** Works on any Android device, allowing live updates.

BusPlanner Turns integrates seamlessly with the BusPlanner suite, enhancing route management and driver efficiency with essential navigation tools.

Addendum No. 3 to BusPlanner Agreement

Clay County District Schools

BusPlanner USA Inc. ("BPUSA") • 3661 Sunset Ave, Suite 136, Rocky Mount, NC 27804

This Addendum No. 3 ("Addendum 3") is made and entered into as of June 26, 2026, by and between **BusPlanner USA Inc.** ("BPUSA") and **Clay County District Schools** ("Transportation Client"). This Amendment 3 modifies the parties' existing agreement as set forth below. Capitalized terms not otherwise defined herein have the meanings given in the Agreement.

Recitals

WHEREAS, BPUSA and the Transportation Client entered into a software subscription agreement dated May 10, 2024 (the "Original Agreement");

WHEREAS, the Original Agreement was amended by Addendum 1 pursuant to Proposal 2924 dated July 10, 2024 (adding BusPlanner Fleet) and by Addendum 2 pursuant to Proposal 3208 dated April 15, 2025 and Proposal 3235 dated May 14, 2025 (adding BusPlanner GPS+, including BusPlanner Student Ridership and BusPlanner Inspections, for 220 buses; a one-time GPS+ installation and setup; and BusPlanner Dispatch) (together with the Original Agreement, the "Agreement");

WHEREAS, the Transportation Client wishes to purchase additional BusPlanner GPS+ software and GPS hardware subscriptions for 21 additional buses pursuant to Proposal 3485 dated June 26, 2026;

WHEREAS, because both Proposal 3485 and the prior BusPlanner GPS+ proposal (Proposal 3208) carry the same "BusPlanner GPS+" product name, the parties wish to clarify the distinct scope of each purchase and to update the Payment Schedule accordingly; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Clarification of Products Purchased

For the avoidance of doubt, the parties acknowledge that the Agreement includes two separate and cumulative BusPlanner GPS+ purchases, each described below.

1.1 Existing BusPlanner GPS+ — Addendum 2 (Proposal 3208, dated April 15, 2025)

- Covers 220 buses.
- Includes BusPlanner GPS+ with BusPlanner Student Ridership and BusPlanner Inspections (pre/post-trip).
- Priced at $55.00 per bus per month ($12,100.00 per month; $145,200.00 for Year 1), plus a one-time Installation & Setup fee of $55,000.00, and BusPlanner Dispatch, subject to the annual escalation reflected in the Payment Schedule.
-

1.2 Additional BusPlanner GPS+ — This Addendum 3 (Proposal 3485, dated June 26, 2026)

- Covers 21 additional buses.
- Priced at $50.00 per bus per month ($1,050.00 per month for the 21 buses; $12,600.00 for the first year), subject to a 5% annual escalation thereafter, as reflected in the Payment Schedule. The per-bus rate is itemized as follows:
    - BusPlanner GPS+ — $35.00 per bus per month
    - BusPlanner Student Ridership — $5.00 per bus per month
    - BusPlanner Inspections — $5.00 per bus per month
    - BusPlanner Turns — $5.00 per bus per month
- Includes integration with all BusPlanner systems, GPS hardware, GPS software (including BusPlanner GPS+ modules), and unlimited support.
- No one-time setup or installation fee applies to these 21 additional buses.

Following this Amendment 3, total BusPlanner GPS+ coverage under the Agreement is **241 buses (220 + 21).**

2. Term and Co-Termination

The additional BusPlanner GPS+ subscriptions and hardware described in Section 1.2 commence on July 1, 2026 and are co-terminous with the current term of the Agreement, expiring June 30, 2030, so that all products and services under the Agreement share the same end date.

3. Updated Payment Schedule A

Section 4 (Payment Schedule) of the Agreement is amended and restated as set out below. The Transportation Client agrees to compensate BPUSA annually at the start of each term for all products and services included under the Agreement:

	July 2025 June 2026	July 2026 June 2027	July 2027 June 2028	July 2028 June 2029	July 2029 June 2030
Original Contract (Dated 5/10/2024)					
BusPlanner Pro (10 cals), Web, Workflow, GPS, Maps (1 cal), Quick, Trips, Turns, Chipmunk, SaaS hosting	$46,292.16	$48,606.77	$51,037.11	$53,588.96	$56,268.41
Addendum 1 (Proposal 2924, Dated 7/10/2024)					
BusPlanner Fleet	$15,876.00	$16,669.80	$17,503.29	$18,378.45	$19,297.38
Addendum 2 (Proposal 3208, Dated 4/15/2025 and Proposal 3235, Dated 5/14/2025)					
BusPlanner GPS+, BusPlanner Student Ridership, BusPlanner Inspections — 220 buses	$145,200.00	$152,460.00	$160,083.00	$168,087.15	$176,491.51
Installation & Setup Fees GPS+	$55,000.00	–	–	–	–
BusPlanner Dispatch	$23,200.00	$24,360.00	$25,578.00	$26,856.90	$28,199.75
Addendum 3 (Proposal 3485, Dated 6/26/2026) *					
BusPlanner GPS+ — 21 buses @ $35.00/bus	–	$8,820.00	$9,261.00	$9,724.05	$10,210.25
BusPlanner Student Ridership — 21 buses @ $5.00/bus	–	$1,260.00	$1,323.00	$1,389.15	$1,458.61
BusPlanner Inspections — 21 buses @ $5.00/bus	–	$1,260.00	$1,323.00	$1,389.15	$1,458.61
BusPlanner Turns — 21 buses @ $5.00/bus	–	$1,260.00	$1,323.00	$1,389.15	$1,458.61
Annual Payment (July–June)	**$285,568.16**	**$254,696.57**	**$267,431.40**	**$280,802.97**	**$294,843.12**

** The 21 additional buses (Proposal 3485) are billed at $50.00 per bus per month — itemized above as BusPlanner GPS+ ($35), Student Ridership ($5), Inspections ($5), and Turns ($5) — totaling $12,600.00 in the first year (July 2026–June 2027), and escalate 5% annually thereafter, consistent with the other line items, through the end of the current contract term (June 30, 2030).*

4. No Other Changes

Except as expressly amended by this Addendum 3, all terms and conditions of the Agreement (including the Original Agreement, Addendum 1, and Addendum 2) remain in full force and effect. In the event of any conflict between this Addendum 3 and the Agreement with respect to the subject matter herein, this Addendum 3 controls.

5. Agreed and Accepted

The parties have caused this Addendum 3 to be executed by their duly authorized representatives.

BusPlanner USA Inc.
By: _____
Name: _____
Title: _____
Date: _____

Clay County District Schools
By: _____
Name: _____
Title: _____
Date: _____

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250190
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE: 6/5/2025
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over $100,000.00

Date Submitted: 4/30/2025

Name of Contract Initiator: Randall Crawford Telephone #: 904-336-0002

School/Dept Submitting Contract: Transportaiton Dept Cost Center # 9010

Vendor Name: BusPlanner

Contract Title: BusPlanner Proposal Software Agreement #3208

Contract Type: New ☐ Renewal ☑ Amendment ☒ Extension ☒ Previous Year Contract # 240194 & 250026

Contract Term: 5 year 7/2025 - 6/2030 Renewal Option(s): Auto Renew until terminated in writing

Contract Cost: ~~$200,000.00~~ Total for 5 year Term $1,329,034.64

☑ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**
Funding Source: Budget Line # 100-7800-399-9010-0000-0000-000-0
Funding Source: Budget Line #_____

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
By Elaine at 11:00 am, May 07, 2025

✓ Completed Contract Review Form
✓ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
_____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, *this Statement MUST BE included in the body of the Contract:***
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
_____ Release and Hold Harmless (If Applicable)

*** * AREA BELOW FOR DISTRICT PERSONNEL ONLY * ***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department **REVIEWED** By Bertha Staefe at 1:04 pm, May 20, 2025 Review Date	FLDOE 6A-1.012 (14) Information Technology / (11)(b) Educational Services
School Board Attorney JPS 5/20 Review Date	Approved
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	**APPROVED** By Bertha Staefe at 10:27 am, Aug 05, 2025

Second Amendment of BusPlanner Software Agreement

THIS AGREEMENT made as of the 5th day of June, 2025.

BETWEEN:

BusPlanner USA Inc.,
of 3661 Sunset Avenue Suite 136, Rocky Mount, NC 27804

hereinafter referred to as "BPUSA"

-- and --

The School Board of Clay County,
Of 900 Walnut Street, Green Cove Springs, FL 32043

hereinafter referred to as "Transportation Client"

OF THE SECOND PART.

WHEREAS by a BusPlanner Software Agreement dated the 10th day of May, 2024, (the "Agreement"), BPUSA agreed to provide Transportation Client with Route Planning Software and related services; Amendment 1 dated July 10, 2024 BPUSA agreed to provide Transportation Client with BusPlanner Fleet in addition to the Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein it is agreed as follows:

1. **Software Subscription**. BPUSA will add BusPlanner GPS+, BusPlanner Ridership, BusPlanner Inspections, & BusPlanner Dispatch to the existing list of products (section 2.1 of original contract & item 1 of amendment 1) for the Transportation Client. Proposal 3208 dated April 15, 2025 outlines terms of BusPlanner GPS+, Ridership, Inspections, and is included as Schedule A of this contract amendment. Proposal 3235 dated May 14, 2025 outlines terms of BusPlanner Dispatch and is included as Schedule B of this contract amendment.

2. **Installation.** BPUSA will charge a one-time installation & setup fee for BusPlanner GPS+ to the Transportation Client during the July 2025-June 2026 term.

3. **Term.** This agreement will cover a period from July 1, 2025 through June 30, 2030 for all products and services outlined under items 1 and 2 of this amendment. All products and services in the original agreement and amendment 1 will be extended to this term with 5% annual increases.

4. **Payment Schedule.** Transportation Client agrees to compensate BPUSA annually at the start of each term for all products and services included under item 3 of this agreement as outlined below.

	July 2025 June 2026	July 2026 June 2027	July 2027 June 2028	July 2028 June 2029	July 2029 June 2030
Original Contract (Dated 5/10/2024)					
BusPlanner Pro (10 cals), Web, Workflow, GPS, Maps (1 cal), Quick, Trips, Turns, Chipmunk, SaaS hosting	$46,292.16	$48,606.77	$51,037.11	$53,588.96	$56,268.41
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Installation & Setup Fees GPS+	$55,000.00	–	–	–	–
BusPlanner Dispatch	$23,200.00	$24,360.00	$25,578.00	$26,856.90	$28,199.75
Annual Payment (July-June)	**$285,568.16**	**$242,096.57**	**$254,201.40**	**$266,911.47**	**$280,257.04**

5. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

6. **Governing Law**. The parties hereby agree that the Agreement shall be amended such that it is governed by and construed by the laws of State of Florida.

7. **Transmission by Electronic Means**. The parties hereto agree that this Agreement may be transmitted electronically, and that the reproduction of signatures electronically will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of this agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the parties have duly executed this Assignment and Amendment agreement this 5th day of June, 2025.

BusPlanner USA Inc.

Per: Umar Mir
Umar Mir (May 20, 2025 10:51 EDT) C/S

Umar Mir, CEO

The School Board of Clay County

Per: _____ C/S

Name & Title: Erin Skipper, Board Chair

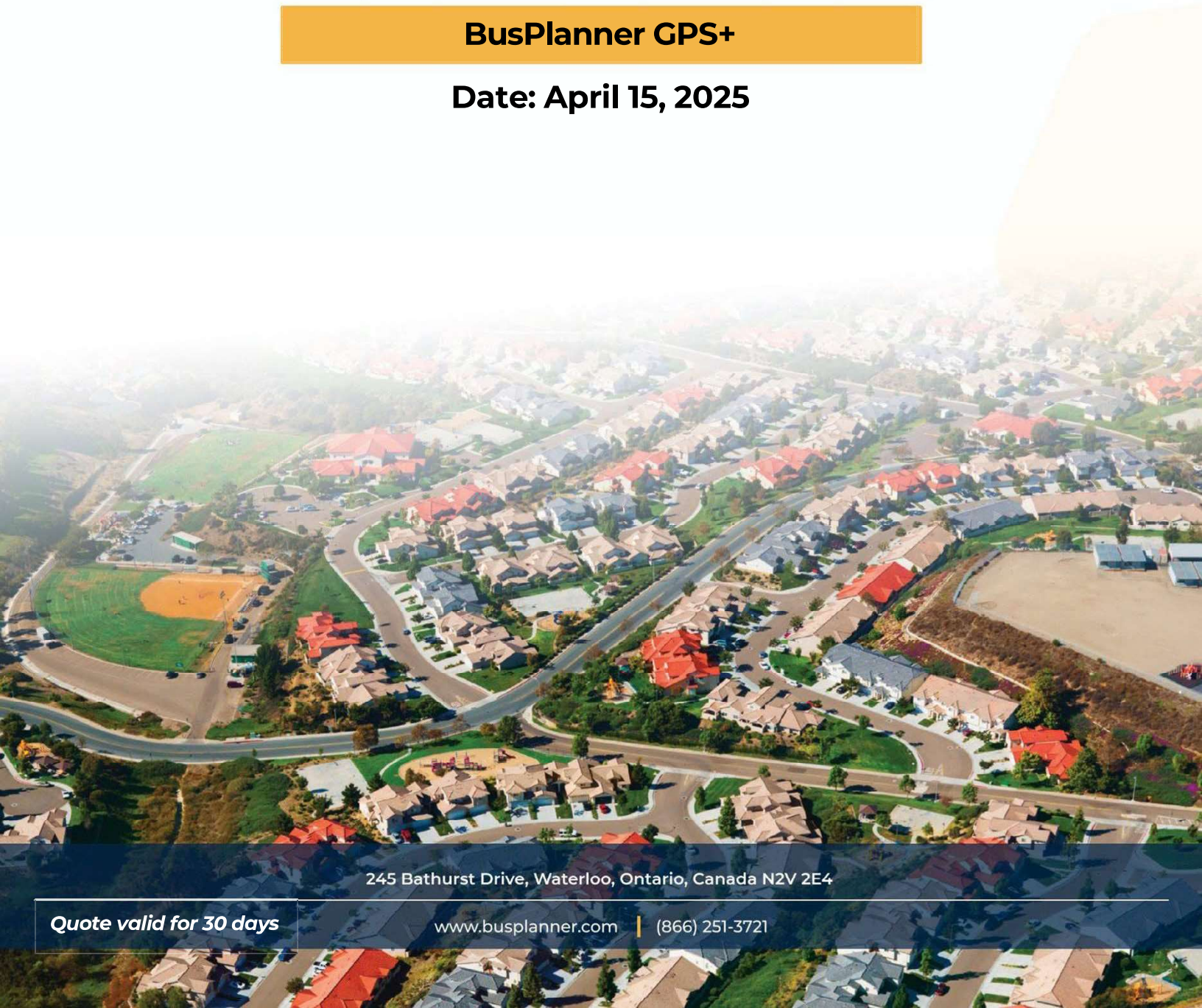
Schedule A- BusPlanner Proposal 3208

Proposal # 3208

To: Randall Crawford, Director of Transportation
Attn: Clay County Schools Transportation Department
Address: 3674 County Rd 220, Middleburg, FL 32068

BusPlanner GPS+

Date: April 15, 2025



245 Bathurst Drive, Waterloo, Ontario, Canada N2V 2E4

Quote valid for 30 days

www.busplanner.com | (866) 251-3721

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BusPlanner GPS+

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    - **Multi-Vehicle Performance Analysis:** Compare planned versus actual performance across multiple vehicles to identify and address discrepancies
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    - **Speed Calibration:** Adjust routing system map segments to reflect GPS fleet migration patterns, ensuring accurate speed data
    - **Bulk Route Audit:** Compare key statistics (planned vs. actual, path compliance, stop compliance, etc.) across your entire fleet to find problem areas
  - **Web-based Live GPS Dashboard** with real-time vehicle tracking and statuses on which buses are on-time and late
    - **Smart Mappings:** AI-powered tool that suggests accurate Run-to-Bus mappings using historical and real-time data for cleaner, more reliable reporting.
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BusPlanner Student Ridership

BusPlanner Student Ridership is a key module within our **BusPlanner Turns** application that provides transportation managers and routers with essential data on student ridership, along with critical driver insights to support decision-making.

Key Features of BusPlanner Student Ridership:

- **Driver Insights for Ridership Verification:** Provides drivers with real-time student ridership information, helping them confirm whether a student is on the correct bus
- **Flexible Manual Verification:** Enables drivers to manually enter student ID numbers in cases where a card is unavailable, ensuring seamless ridership tracking
- **Planned vs. Actual Ridership Analytics:** Tracks and compares planned vs. actual ridership to optimize route planning and improve efficiency
- **Real-Time Parent Notifications:** Sends instant alerts through **BusPlanner Chipmunk**, our parent notification application, when a student boards the bus - enhancing visibility and ensuring parents stay informed.

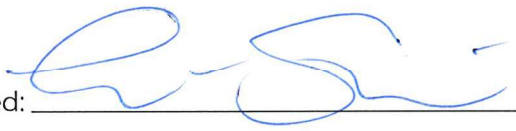
Budget Summary

Our budget outlines the cost to provide BusPlanner GPS+ to Clay County as outlined below for a **five-year** agreement starting **July 1, 2025,** for 220 buses.

Subscription Module	Rate Per Month	Year 1 Subscription Fee	One Time Fee
BusPlanner GPS+ (including Student Ridership & Pre/Post Trip Inspections)	**$12,100.00**	**$145,200.00**	**N/A**
One-time Setup & Install Fees for GPS+	**N/A**	**N/A**	**$55,000.00**
Total Fees	**$12,100.00**	**$145,200.00**	**$55,000.00**

Notes:

- The five-year commitment begins at the date of the signed contract.
- This does not include data plans for tablets.
- Automatic renewal will occur each year after the initial five-year term unless canceled in writing by a minimum of 30 days before renewal.
- Annual 5% increase beginning after Year 1.
- Pricing is in US Dollars and is exclusive of applicable taxes.
- Payment is based on a subscription basis due annually at start of term.

Accepted:  Date: 6/5/2025

Print Name: Erin Skipper Title: Board Chair

Schedule B- BusPlanner Proposal 3235

Proposal #3235

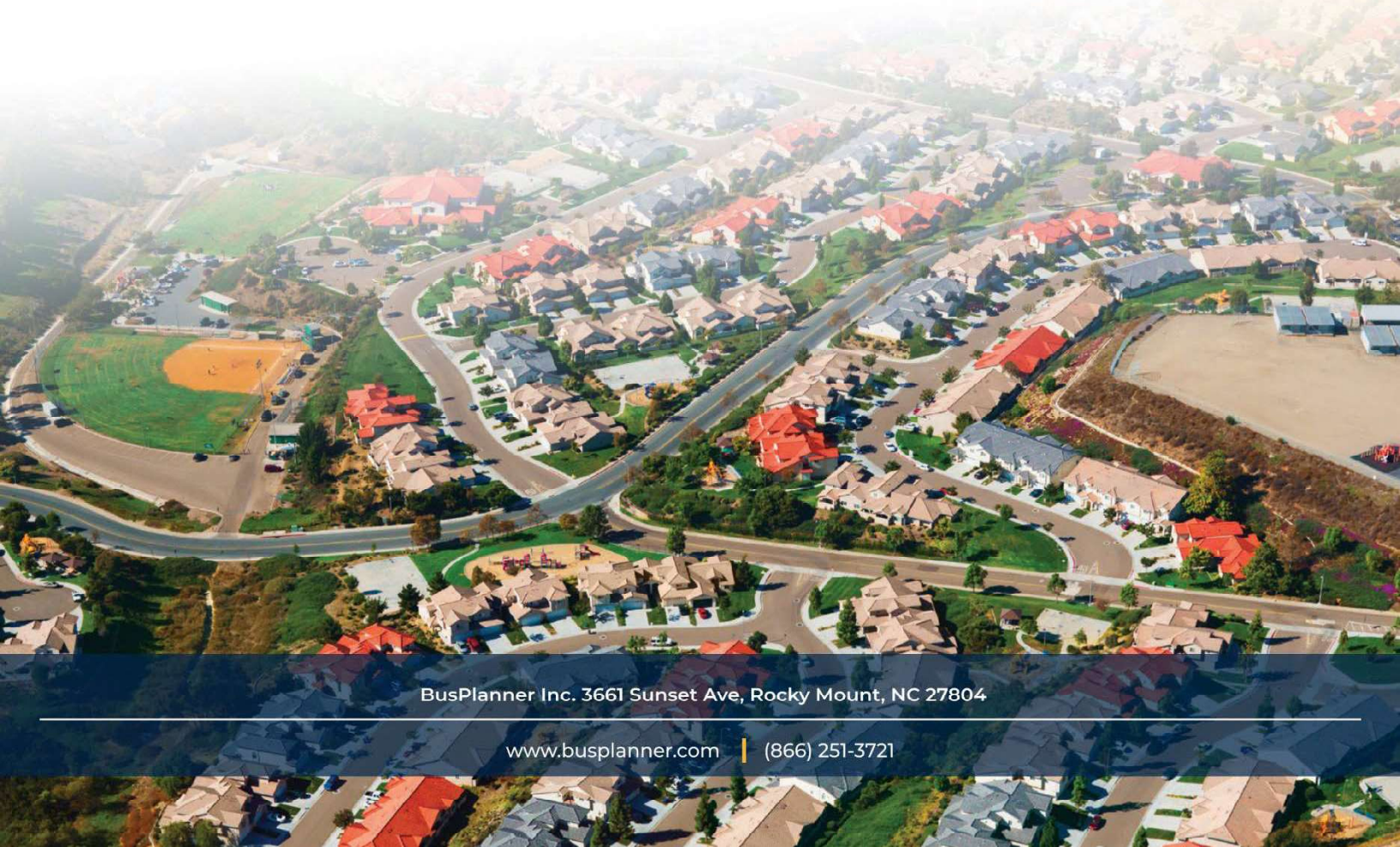
To: Randall Crawford

Attn: Clay County School District

Address: 900 Walnut Street, Green Cove Springs, FL 32043

BusPlanner Dispatch

Date: May 14, 2025



BusPlanner Inc. 3661 Sunset Ave, Rocky Mount, NC 27804

www.busplanner.com | (866) 251-3721

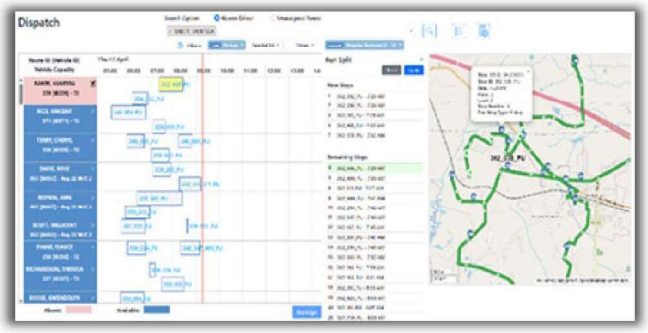
Table of Contents

BusPlanner Dispatch – Real Time Vehicle Coordination & Response **2**
Budget Summary **3**

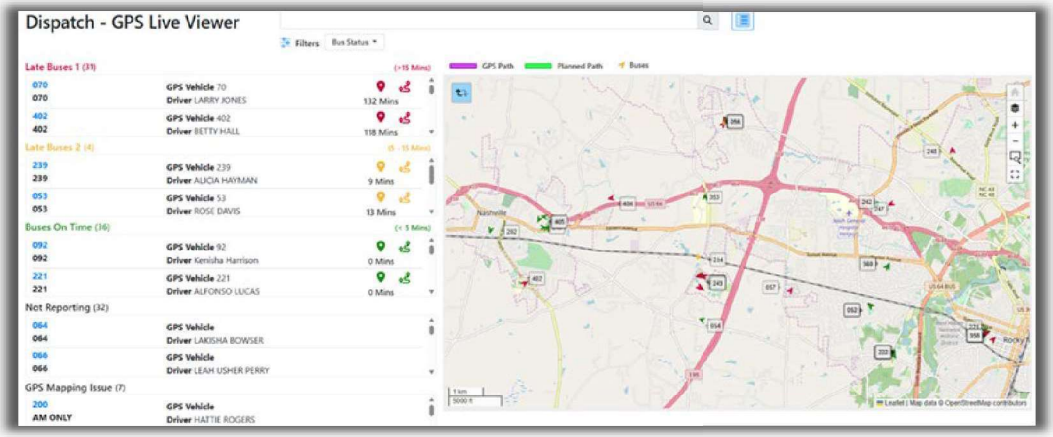
BusPlanner Dispatch – Real Time Vehicle Coordination & Response

BusPlanner Dispatch provides real-time vehicle dispatching, allowing transportation teams to identify the nearest available vehicle, determine the fastest response route, and communicate updates directly to drivers. This ensures quick response times, improved route coordination, and seamless fleet management.

Key Dispatching Features:



- **"Nearest Vehicle" Tool** – Displays the closest buses to a selected location, ranked by distance, allowing dispatchers to quickly assign a response vehicle when needed.
- **Live Location Updates** – Ensures precise vehicle positioning with updates every 5-10 seconds, providing dispatchers with accurate, real-time data.
- **Planned Route Visibility** – Dispatchers can view a driver's planned route in real time, helping them make informed decisions when reassigning vehicles.
- **Automated Run and Route Reassignment** – Dispatchers can reassign a run or route as needed, with automatic email notifications sent directly to drivers.
- **Integrated Messaging** – Enables dispatchers to send text or email directions directly to drivers without leaving the web-based application.



With BusPlanner Dispatch, transportation teams gain access to a comprehensive, efficient, and future-ready vehicle dispatching solution, ensuring optimal fleet performance and responsiveness.

Budget Summary

Our budget outlines the cost to provide BusPlanner Dispatch to Clay County School District as outlined below:

Subscription Module	Rate per Month	Year 1 Subscription Fee
BusPlanner Dispatch – Ongoing Subscription	**$1,933.33**	**$23,200.00**
Total Fees		

Notes:

- Annual estimated 5% increase.
- Automatic renewal will occur each year after initial term unless canceled in writing by a minimum of 30 days before renewal.
- Pricing is in US currency and is exclusive of applicable taxes.
- Payment is based on a subscription basis due annually at start of term.
- Purchase order will be required in addition to signed quote.

Accepted: _____ Date: 6/5/2025

Print Name: Erin Skipper Title: Board Chair

BP USA_Contract Amendment 2_Clay County District Schools_Original Contract-Adden 1- GPS+ Dispatch_Includes Schedules- June 5 2025

Final Audit Report 2025-05-20

Created:	2025-05-20
By:	Binford Sloan (k12translogistics@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADg-Op6n4yesauY_vRTvfhN-Yb5ssHT5i

"BP USA_Contract Amendment 2_Clay County District Schools_ Original Contract-Adden 1- GPS+ Dispatch_Includes Schedules- June 5 2025" History

Document created by Binford Sloan (k12translogistics@gmail.com)
2025-05-20 - 2:31:24 PM GMT

Document emailed to umar.mir@busplanner.com for signature
2025-05-20 - 2:48:36 PM GMT

Email viewed by umar.mir@busplanner.com
2025-05-20 - 2:50:58 PM GMT

Signer umar.mir@busplanner.com entered name at signing as Umar Mir
2025-05-20 - 2:51:51 PM GMT

Document e-signed by Umar Mir (umar.mir@busplanner.com)
Signature Date: 2025-05-20 - 2:51:53 PM GMT - Time Source: server

Agreement completed.
2025-05-20 - 2:51:53 PM GMT

Adobe Acrobat Sign

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250026
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:
9/5/2024
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☒ Must Have Board Approval over $100,000.00

Date Submitted: 7-23-24

Name of Contract Initiator: Randall Crawford Telephone #: 904-336-0002

School/Dept Submitting Contract: Transportation Cost Center # 9010

Vendor Name: BusPlanner USA, INC

Contract Title: Amendment of BusPlanner Agreement Adding Fleet

Contract Type: New ☐ Renewal ☐ Amendment ☒ Extension ☐ Previous Year Contract # to Current Contract 240194

Contract Term: 24 Months Renewal Option(s): Automatic Unless cancelled

Contract Cost: Year 1 = 18,620 Year 2 $15,876 = Total $34,496

+ original contract amount of $90,920.16 = $125,416.16 thus needs to go to Board.

☒ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 7800.399

Funding Source: Budget Line #

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

On file w/ BusPlanner Ltd

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
By Georgia at 11:18 am, Jul 24, 2024

✓ Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, *this Statement MUST BE included in the body of the Contract:***
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

✓ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)

_____ Release and Hold Harmless (If Applicable)

****AREA BELOW FOR DISTRICT PERSONNEL ONLY****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department REVIEWED Review Date By Bertha Staefe at 4:01 pm, Jul 29, 2024	FLDOE 6A-1.012 (14) Information Technology / (11)(b) Educational Services Amendment puts contract over $100,000 thus needs to go to Board for approval. Need current COI as stated on page 3 of Original Addendum A. ✓
School Board Attorney JPS Review Date 8/9/2024	~~See question on Amendment & Proposal about dates. BFS~~ ~~I did not see the question about the proposal dates~~, but the added services will automatically renew under the current agreement. Board will have to approve.
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	APPROVED By Elaine at 7:12 pm, Aug 23, 2024

School Board of Clay County

September 5, 2024 - Regular School Board Meeting

Title
C27 - Transportation Bus Planner Fleet Addendum

Description

This Agreement between the Clay County School Board and Bus Planner USA is to amend the original contract adding Bus Planner Fleet services. This service will replace Fleetio.

Gap Analysis

A fleet program is needed to maintain accurate records of all maintenance of our district white fleet vehicles and all school buses. The fleet management plan will reduce the risk of unexpected mechanical failures. Track the parts needed with advanced inventory management. Assist our department with staying within budget with accurate cost management tools. As well as creating the necessary reports needed for our state and local audits

Previous Outcomes

Our previous fleet management program had a substantial price increase. The department could not justify the said increase and opted to utilize Bus Planner's fleet management services, as well as the routing services.

Expected Outcomes

The Transportation Department will see cost savings with the removal of Fleetio and the addition of Bus Planner Fleet services. Currently, the annual renewal for Fleetio is $40,500.00. The addition of Bus Planner Fleet services for the first year will be $18,620.00, year 2 will be $15,876.00. This equals a year 1 cost savings of $21,880.00 and a year 2 cost savings of approximately $24,624.00. The switch of services will also reduce employee hours as the data will no longer need to go from one software to another.

Strategic Plan Goal

Ensure fiscal responsibility through the effective management of district operations in an effort to maximize available resources necessary to provide an environment that is safe, efficient, and conducive to learning.

Recommendation

Approve the Purchase Agreement and contract amendment.

Contact
Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net
Randall Crawford, Director of Transportation, (904) 336-0003, randall.crawford@myoneclay.net

Financial Impact
Year 1 cost savings of $21,880.00 and a year 2 cost savings of approximately $24,624.00.

Review Comments

Attachments
Bus Planner Contract Review and Contract Amendment 9.5.24.pdf

Amendment of BusPlanner Software Agreement

THIS AGREEMENT made as of the 10th day of July, 2024.

BETWEEN:

BusPlanner USA Inc.,
of 3661 Sunset Avenue Suite 136, Rocky Mount, NC 27804

hereinafter referred to as "BPUSA"

-- and --

The School Board of Clay County,
Of 900 Walnut Street, Green Cove Springs, FL 32043

hereinafter referred to as "Transportation Client"

OF THE SECOND PART.

WHEREAS by a BusPlanner Software Agreement dated the 10th day of May, 2024, (the "Agreement"), BPUSA agreed to provide Transportation Client with Route Planning Software and related services;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein it is agreed as follows:

1. **Software Subscription**. BPUSA will add BusPlanner Fleet to the existing list of products (section 2.1 of original contract)., Proposal 2924 dated June 27, 2024 outlines terms of this product and is included as Schedule A of this contract amendment.

2. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

3. **Governing Law**. The parties hereby agree that the Agreement shall be amended such that it is governed by and construed by the laws of State of Florida.

4. **Transmission by Electronic Means**. The parties hereto agree that this Agreement may be transmitted electronically, and that the reproduction of signatures electronically will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of this agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the parties have duly executed this Assignment and Amendment agreement this 10th day of July, 2024.

BusPlanner USA Inc.

Per: Umar Mir C/S
Umar Mir, CEO

The School Board of Clay County

Per: Ashley Gilhousen C/S

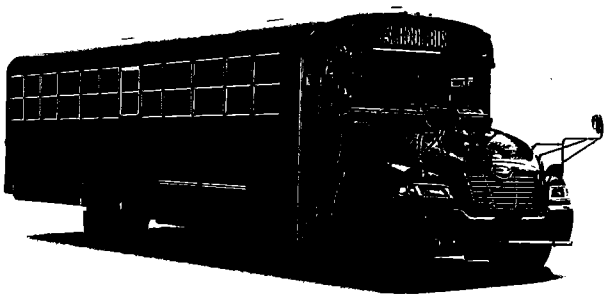
Name & Title: Ashley Gilhousen
Board Chair

SCHEDULE "A"

BusPlanner®

PROPOSAL 2924 – Clay County District Schools

BusPlanner Fleet



To: Clay County District Schools

Attn: Randall Crawford, Director of Transportation

Address: 900 Walnut Street

Green Cove Springs, FL 32043

By: BusPlanner USA Inc.

3661 Sunset Ave. Suite #136

Rocky Mount, NC 27804

(866) 251-3721

http://www.busplanner.com

http://mychipmunkapp.com

June 27, 2024

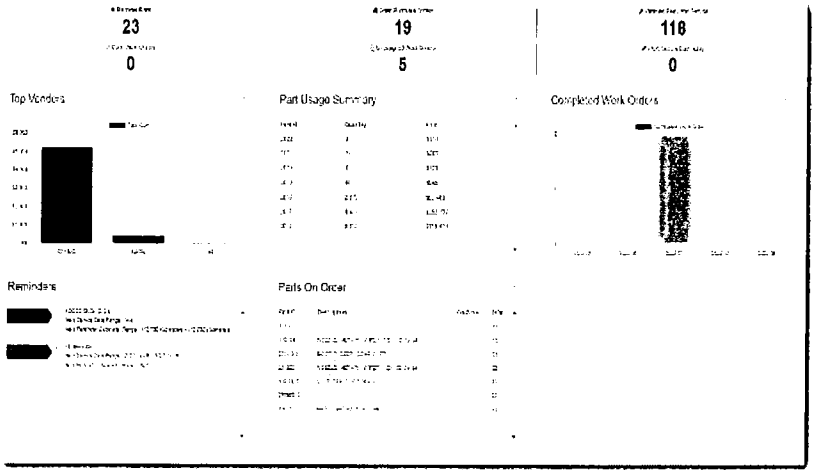
Valid for 90 days

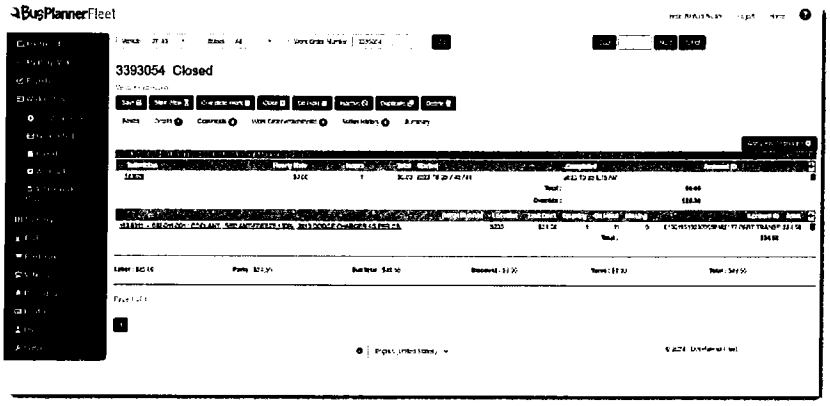
BusPlanner *Fleet* "Fleet Maintenance Software"

BusPlanner *Fleet* is an online fleet maintenance system designed to provide the information and tools necessary to streamline the vehicle maintenance tasks for your fleet. BusPlanner Fleet is mobile friendly for use on tablets so it can be effectively used by shop staff to track work orders, track fuel, and parts inventory as well as manage costs.

This application includes key benefits such as:

- Dashboard- real time snapshot of KPI's managers need to keep buses running.
- Work orders- available for various types of vehicle service. Ability to sort and share as needed.
- Fleet maintenance
- Parts inventory- Easily track purchases and usage by vehicle, date, class, etc.
- Fuel usage- conforms to fleets where more than one fuel source or service locations is required.
- Staff work hours- see which jobs staff members complete
- Scheduling- view upcoming and past due maintenance for vehicles.
- Reports- complete assortment of provided reports along with available custom report building.





Budget Details

Our budget outlines the cost to provide BusPlanner Fleet for Clay County District Schools as outlined below:

Subscription Module	Year 1	Year 2
BusPlanner Fleet (630 Vehicles) • **Software subscription (Includes SaaS)**	**$15,120**	**$15,876**
Implementation Fee	**$3,500**	**N/A**
Billing Cycle Subscription Total: Annual	**$18,620**	**$15,876**

Notes:

- Annual 5% software subscription increase.
- Each additional vehicle will increase subscription by $24 in year 1 and $25.20 in year 2.
- Automatic renewal will occur each year after initial 24-month term unless canceled in writing by Clay County District Schools a minimum of 30 days before renewal.
- Pricing is in US currency and is exclusive of applicable taxes.
- Payment is based on a subscription basis due annually at start of term.
- Company purchase order will be required in addition to signed quote.

Accepted: Ashley Wilhousen Date: 9/5/2024

Print Name: Ashley Wilhousen Title: Board Chair

Assignment of Contract

Final Audit Report 2024-07-10

Created:	2024-07-10
By:	Binford Sloan (k12translogistics@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuMsonmrUyTQYDHv2n7-ZaLIgfqT_Bcl_

"Assignment of Contract" History

Document created by Binford Sloan (k12translogistics@gmail.com)
2024-07-10 - 10:04:07 PM GMT

Document emailed to Umar Mir (umar.mir@busplanner.com) for signature
2024-07-10 - 10:04:12 PM GMT

Email viewed by Umar Mir (umar.mir@busplanner.com)
2024-07-10 - 10:20:23 PM GMT

Document e-signed by Umar Mir (umar.mir@busplanner.com)
Signature Date: 2024-07-10 - 10:21:09 PM GMT - Time Source: server

Agreement completed.
2024-07-10 - 10:21:09 PM GMT

Adobe Acrobat Sign

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240194
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over $100,000.00

Date Submitted: 5/20/2024

Name of Contract Initiator: Randall Crawford Telephone #: 904-336-0002

School/Dept Submitting Contract: Transportation Cost Center # 9010

Vendor Name: Bus Planner USA, INC

Contract Title: Bus Planner Software Agreement

Contract Type: New ☐ Renewal X Amendment ☐ Extension ☐ Previous Year Contract # Replaces 230030

Contract Term: 2 Year Renewal Option(s): Yearly

Contract Cost: Total - $90,920.16

X **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**
Funding Source: Budget Line # 100.7800.399.9010.0000.0000.000.0
Funding Source: Budget Line #

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
By Elaine at 10:59 am, May 23, 2024

✓ Completed Contract Review Form
✓ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
✓ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, *this Statement MUST BE included in the body of the Contract:***
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
_____ Release and Hold Harmless (If Applicable)

***** AREA BELOW FOR DISTRICT PERSONNEL ONLY *****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department REVIEW DATE **REVIEWED** *By Bertha Staefe at 8:41 am, Jun 10, 2024*	FLDOE 6A-1.012 (14) (11)(b) Make sure highlighted comments below are addresses & understood
School Board Attorney Review Date	See attached email for attorney approval
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	**APPROVED** *By Elaine at 11:01 am, Jun 13, 2024*

Barton-Weeks, Elaine <elaine.bartonweeks@myoneclay.net>

Fwd: Rush Contract Review

1 message

Staefe, Bertha <bertha.staefe@myoneclay.net> Thu, Jun 13, 2024 at 8:52 AM
To: "Barton-Weeks, Elaine L." <elaine.bartonweeks@myoneclay.net>

Bertha Staefe
Supervisor of Purchasing, Property Control and Print Center
Clay County District Schools
phone 904-336-6736| **ext** 6 6736
email bertha.staefe@myoneclay.net

---------- Forwarded message ---------
From: **Robiou, Megan** <megan.robiou@myoneclay.net>
Date: Thu, Jun 13, 2024 at 7:11 AM
Subject: Fwd: Rush Contract Review
To: Bertha Staefe <bertha.staefe@myoneclay.net>

FYI for the Bus Planner Contract.

---------- Forwarded message ---------
From: **Blocker, Jeremiah** <jeremiah.blocker@myoneclay.net>
Date: Thu, Jun 13, 2024 at 7:09 AM
Subject: Re: Rush Contract Review
To: Robiou, Megan <megan.robiou@myoneclay.net>

Megan,

I reviewed late yesterday and I think everything looks good. This is legally sufficient and in the proper form to execute.

Respectfully,

Jeremiah R. Blocker
SCHOOL BOARD ATTORNEY
Clay County District Schools
| phone 904-336-0299| **Ex. 6-0299**
| web oneclay.net **| email** jeremiah.blocker@myoneclay.net

This Email Is Not An Acceptable Offer And Does Not Evidence Any Intention By The Sender To Enter Into A Contract.

On Wed, Jun 12, 2024 at 12:23 PM Robiou, Megan <megan.robiou@myoneclay.net> wrote:

> Good Afternoon,
> I received notification from our purchasing department that they need the following Bus Planner contract reviewed today. Can you please review for approval? I have attached the contract below.

BusPlanner Software Agreement

THIS AGREEMENT made this 10th day of May, 2024

BETWEEN:

BusPlanner USA Inc.,
of 3661 Sunset Avenue Suite 136, Rocky Mount, NC 27804

hereafter called *"BPUSA"*

- and -

The School Board of Clay County,
of 900 Walnut Street, Green Cove Springs, FL 32043

hereafter called the *"Transportation Client"*

WITNESSES that BPUSA covenants and agrees with the Transportation Client to the following.

ARTICLE 1 - DEFINITIONS

1.1 Where used in this Agreement, in any Schedule hereto, in any amendment hereof or in any documents to be executed and delivered pursuant to this Agreement, the following words and phrases shall have the following meanings, respectively.

"Software" means computer programs in object code (including micro code) as applicable, as set out in Section 2.1 provided or to be provided by BPUSA pursuant to this Agreement and includes any enhancements, patches, scripts, design, concepts, translations, modifications, updates, releases or changes thereto whether to be provided to the Transportation Client pursuant to the Services, or otherwise.

"Applicable Specifications" means the functional, performance, operational, compatibility and other specifications or characteristics of Software or Documentation, described in applicable Documentation and communications distributed by BPUSA.

"Documentation" means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials and other information relating to the Software, or used in conjunction with the Services, whether distributed in print, magnetic, electronic or video format, in effect as of the date of Acceptance thereof.

"Services" includes, but is not limited to, data implementation, installation, education, acceptance testing, support, maintenance and other services provided or to be provided by BPUSA pursuant to this Agreement.

"Product" means, individually or collectively, as appropriate, Software and Documentation provided or to be provided pursuant to this Agreement.

ARTICLE 2 – BusPlanner SOFTWARE SUBSCRIPTION

2.1 BPUSA will provide the Transportation Client, as its initial software subscription, the BusPlanner transportation management software suite including the following:

# Licenses	Product
10	BusPlanner *Pro, Server, Info, Tasks (10 CALs)*
1	BusPlanner *Web with Alerts*
1	BusPlanner *Workflow*
0	BusPlanner *Finance*
1	BusPlanner *GPS (160 routes)*
1	BusPlanner *Maps*
0	BusPlanner *Districts*
1	BusPlanner Quick
1	BusPlanner *SaaS (Cloud Hosting Services)*
1	BusPlanner *Trips*
0	BusPlanner *Fleet (0 vehicles)*
0	BusPlanner *PM (Performance Management)*
0	BusPlanner *Delays* App
0	BusPlanner *Assistant* App
1	BusPlanner *Turns* App
0	BusPlanner *Subs* App
1	*Chipmunk* Parent App

The Transportation Client agrees that this Software is provided according to the terms and conditions set forth in this Agreement. For each Software component, BPUSA grants to the Transportation Client a non-exclusive, revocable, perpetual license to use, execute, and employ same on its behalf and others, as set out herein (a "License").

2.2 At any time, the Transportation Client may add to its software subscription. For SaaS Hosted software subscriptions, BPUSA will modify the subscription and subsequent billing upon written confirmation of the request. For Self-hosted software subscriptions, BPUSA will electronically deliver additional software modules to the Transportation Client upon written request.

2.3 Both parties agree that the Software is purchased for the Windows operating system. BPUSA represents and warrants to the Transportation Client as follows:

(a) BPUSA has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Agreement to the Transportation Client;

(b) the Transportation Client understands that no software is free of bugs, BPUSA has and shall continue to make every reasonable effort to ensure that each Product (i) is free from defects in manufacture, materials, design and (ii) functions properly under ordinary use and operates in conformance with its Applicable Specifications and Documentation;

2.4 BPUSA understands that the software, data, maps, reports or other output from the Software may be used by the Transportation Client in meetings and presentations involving members of the public or others outside the Transportation Client's organization. BPUSA will not limit the display of specific data, software dialogs or functional descriptions except that this display may not be used to aid any agency other than BPUSA in further developing transportation management software. The client agrees that any data shown by the Transportation Client to others is shown at their own risk.

2.5 The software license subscription granted to the Transportation Client permits the Transportation Client to use the Software (a) for its own purposes; (b) to provide products or services to a third party in return for financial or in-kind consideration, (c) for purposes of creating and using internal training material. BPUSA will not be held responsible for any illegal actions of the Transportation Client, or any illegal conduct resulting from the Transportation Client's use of the Software products.

2.6 Should the Transportation Client choose to take the responsibility of hosting the software subscription on the Transportation Client's premise, BPUSA will permit the Transportation Client to use the BusPlanner Software for its intended purposes within their operational environment; to duplicate, in part or whole, the BusPlanner environment for the sole purpose of disaster recovery; to duplicate, in part or whole, the BusPlanner environment for the sole purpose of testing.

ARTICLE 3 - SOFTWARE SUBSCRIPTION SERVICES

Subscription Start Date: July 1, 2024 Contract Term: 24 months
Plan: BusPlanner Direct

3.1 Software subscription and technical support services shall be provided to the Transportation Client while the subscription remains active.
The ongoing software subscription and support services shall include:

- The right to use the software modules included in the scope of the software subscription as defined in this Agreement,
- the provision of technical help-desk assistance services relating to the ongoing use the Software,
- Software upgrades, including release notes.

The ongoing subscription fees are outlined in Schedule A of this agreement.

3.2 Annual Software subscription rate increases will be applied based on the current Software subscription. Annual rate increases will be applied to the SaaS Hosting Services subscription. For SaaS hosted services, hosted computing services rate increases (from BPUSA's supplier) will be passed to the Transportation Client as encountered by BPUSA, with 30 days written notice, including proof of cost increase.

3.3 Upon completion of the initial contract term, the Software subscription will automatically be renewed for an unlimited number of 1-year terms, during which the Transportation Client may discontinue the Software subscription, or any module within the Software subscription – with a minimum of 60 days written notice to BPUSA. The change will be reflected in the billing cycle following the 60 days notice. No refunds will be provided.

3.4 BPUSA shall provide the Transportation Client with updated software as each release is made available provided the Transportation Client's account is in good standing.

3.5 BPUSA will provide customer support services between the hours of 7:00 am and 7:00 pm Eastern Standard (or Daylight Savings) Time daily with the exception of American and/or Canadian Statutory Holidays. A minimum of 48 hours' notice will be provided for planned interruptions to regular customer support services.

ARTICLE 4 – IMPLEMENTATION SERVICES

Turn Key Implementation Services Applicable _X_ Yes ___ No
Note: only for new products (Quick, Chipmunk, Turns, Trips)

4.1 BPUSA will produce or convert and complete, in a good and professional manner, a geodetically-based, structured transportation database. The base map data and transportation elements for the database will be populated according to data supplied by the Transportation Client.

4.2 The data contained in the BusPlanner database is the property of the Transportation Client with the exception of any data for which there are existing sharing or procurement agreements. Data that is directly obtained or derived from agencies other than BPUSA or the Transportation Client will be subject to any intellectual property regulations, stipulations and limitations according to any and all agreements with those organizations.

4.3 Both parties agree to the implementation timetable set forth in Schedule B. BPI agrees to complete the necessary tasks, barring Force Majeure circumstances, within the allotted time. For the purposes of this Agreement, "Force Majeure" means any non-performance or delay in performance caused by events beyond the reasonable control of either party including, without limitation, fire, explosion, natural disaster, power failure, acts of God, military actions or actions of public enemies, any manner of a pandemic, any act or omission under any law, order, regulation, rule of requirement of any court, governmental or public authority or legal body having jurisdiction, or labor action (such as strikes, slowdowns, picketing, or boycotts). The Transportation Client agrees to provide BPI with the necessary data, inputs, and clarification in a timely manner according to the timetable, subject to Force Majeure. Should the Transportation Client fail to provide data to BPI in a timely manner and within the deadlines in the implementation plan set forth in Schedule B, BPI may provide the Transportation Client with 30 days written notice to provide such data, after which the implementation will be deemed complete and payable in full.

4.4 BPI makes available standardized BusPlanner training courses, both in-person or webinar based, which the Transportation Client may bundle with implementation services or purchase as desired.

ARTICLE 5 - PAYMENT

5.1 The Transportation Client agrees with BPUSA that the Transportation Client will, in consideration of the covenants and agreements being performed by BPUSA as specified, pay or cause to be paid to BPUSA for the specified work, products, or subscriptions with the prices, sums, plus applicable taxes, and terms set out.

5.2 The Transportation Client agrees to remit payment to BPUSA for services and milestones properly performed and accepted as set out in this Agreement, within 30 days of invoice date.

ARTICLE 6 - COMMUNICATIONS

6.1 The Transportation Client agrees with BPUSA that good communication between BPUSA and the Transportation Client is key to maintaining a solid working relationship. The Transportation Client gives BPUSA permission to send commercial electronic messages at a reasonable frequency to employees designated by the Transportation Client for the purposes of communicating software updates, special events, training schedules, offers, solicitation of product feedback, or other information that may be deemed of interest to the Transportation Client.

ARTICLE 7 - CONFIDENTIALITY

7.1 Each party agrees to hold any information deemed and explicitly identified as confidential that is received from the other party (the "Confidential Information") in confidence and shall not disclose such information, including personal information or pricing information, to any third party or apply it to uses other than with respect to performance of this Agreement or as required by law. All Confidential Information is, and shall remain, the property of the disclosing party. Nothing herein shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided herein. This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which:

(a) now or hereafter, through no unauthorized act or failure to act on the recipient's part, becomes generally known or available;

(b) is lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records;

(c) is hereafter lawfully furnished to the recipient by a third party without restriction or disclosure;

(d) is independently developed by the recipient without use of the disclosing party's Confidential Information. Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information:

i) as may be required to be disclosed by law of competent jurisdiction; or

ii) to the extent the receiving party is legally compelled to do so by any governmental, investigative or judicial agency.

7.2 BPUSA acknowledges that all student personally identifiable information provided by the Transportation Client is confidential and protected by law.

BPUSA will not disclose student data to any individual, business organization, governmental body or third party of any nature, other than the authorized employees of the Transportation Client without written consent from the Transportation Client unless legally compelled to do so.

BPUSA will not use the student information provided for any purpose other than that designated by the contracts it enters into with the Transportation Client.

ARTICLE 8 - GENERAL PROVISIONS

8.1 Each of the clauses in this Agreement is separate and severable and if any such clause is held for any reason to be unenforceable, the remainder of this Agreement shall remain in effect, enforceable and valid.

8.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the federal laws applicable therein. Notwithstanding that arbitration is required by operation of paragraph 8.3, the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the State of Florida to settle any disputes which are not resolved through arbitration.

8.3 All disagreements and disputes arising under this Agreement shall be settled, if possible, by good faith negotiations between the parties. If a disagreement or dispute cannot be settled in accordance with the foregoing, then the parties may elect to resolve the dispute through arbitration.

8.4 Time shall be of the essence herein.

8.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter set out herein and there are no oral or written representations, understandings or agreements with respect to it which are not set out herein. Any other term or conditions included in any quote, invoice, purchase order, bill of lading or other forms utilized or exchanged by the parties shall not be incorporated in this Agreement or binding on the parties unless specifically agreed. All changes to the software subscription will be documented as amendments to this Agreement. This

Agreement can be changed only in writing by both parties. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or subsequent breach of the same provision or any other provision. No waiver shall be valid unless in writing.

8.6 This Agreement shall be binding on the parties and their respective successors and assigns and cannot be assigned by either party without the consent of the other party, not to be unreasonably withheld. The Transportation Client understands that the Software, Services, customer support and user training are provided by BPUSA and BusPlanner Inc. (Canada) as a unified team. BPUSA shall remain fully responsible for complete performance of all of its obligations and for such third party's compliance with any non-disclosure and confidentiality provisions contained in this Agreement.

8.7 BPUSA is performing its obligations pursuant to this Agreement only as an independent contractor, and has the sole obligation to supervise, manage, contract, direct, perform or cause to be performed all obligations set out in it. Nothing set out herein shall be construed to create the relationship of principal and agent; or of employee or employer; or of a joint venture between the parties, and BPUSA shall not act or attempt to act or represent itself, directly or indirectly, as affiliated with the Transportation Client (other than as an independent contractor and supplier of Software and Services) without the permission of the Transportation Client. BPUSA will, in performing its obligations contained herein, comply with all applicable laws.

8.8 LIMITATION OF LIABILITY. BPUSA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF BPUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF BPUSA UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY THE TRANSPORTATION CLIENT WITHIN THE PREVIOUS MONTH PERIOD FOR THE SOFTWARE SUBSCRIPTION.

8.9 All notices, demands, requests, instructions, approvals and claims arising from, relating to, or required by this Agreement ("Notices") shall be in writing and shall be addressed as follows.

If to the Transportation Client:

The School Board of Clay County
3674 County Road 220
Middleburg, FL 32068
Attn: Randall Crawford, Director of Transportation

Tel: (904) 336-0003
Email: randall.crawford@myoneclay.net

If to BPUSA:

BusPlanner USA Inc.
3661 Sunset Ave, Suite 136
Rocky Mount, NC 27804
Attention: Finance Department

Tel: 866-251-3721 x 231
Email: finance@busplanner.com

The parties shall be entitled to change the addresses for such Notices upon 5 days advance written notice to the other party. Notices may be sent by personal delivery, overnight courier service or mail, or certified mail, or electronic mail, and shall be deemed delivered upon receipt if personally delivered, upon delivery if validated with proof of delivery by courier or mail service, or upon delivery, if validated by a certified return receipt.

8.10 The following schedules are attached to and incorporated herein.

Schedule A	-	Software & Implementation Fee Schedule
Schedule B	-	SaaS Terms & Conditions
Schedule C	-	BusPlanner SaaS Service Level Agreement
Schedule D	-	Addendum A to Contract with The School Board of Clay County
Schedule E	-	BusPlanner Proposal 2855

8.11 The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED
In the presence of

(witness)

BusPlanner USA Inc.

Per: _____
Donald Linders, President

Dated: 13 May 2024

I have authority to bind the corporation.

Transportation Client

(witness)

Per: _____

Name: David S. Brookie

Title: Superintendent

Dated: 7/8/2024

I have authority to bind the corporation.

TRANSPORTATION CLIENT DATA

# of BusPlanner Users / CALs	Total # of Students	Total # of Schools	# of Routes / Active Buses	# of Digital Maps
10	37,500	42	160 Routes	1

SCHEDULE A: SOFTWARE & IMPLEMENTATION FEE SCHEDULE

CLIENT NAME: The School Board of Clay County

FEE SCHEDULE
Effective: July, 1, 2024

BusPlanner Software Subscription Fee Schedule

Product or Product Group	Initial One-Time Fee	Initial Subscription Fee
Initial Implementation Services	$0.00-	
Technical Service Hours (10)	$1,500.00-	
Training Services (not including travel expenses)	$0.00-	
BusPlanner Pro, Server, Info, Tasks (10 CALs)	-	Included
BusPlanner Web with Alerts	-	Included
BusPlanner Workflow	-	Included
BusPlanner GPS (160 routes)	-	Included
BusPlanner Maps	-	Included
BusPlanner Quick		Included
BusPlanner Workflow	-	Included
BusPlanner Trips	-	Included
BusPlanner Turns	-	Included
Chipmunk Parent App	-	Included
Monthly Subscription Total:		**$2,394.00**
Billing Cycle Subscription Total (Annual):		**$28,728.00**

**US Currency, exclusive of applicable taxes

SAAS FEE SCHEDULE

	Initial Annual Subscription Fee
SaaS Hosting Services, including: • Single tenant hosted service, • full database maintenance and management, • all software updates, • daily back-up services, • secure FTP, • 99.9% uptime	$14,400.00

**US Currency, exclusive of applicable taxes

MULTI-YEAR PAYMENT SCHEDULE

Effective: July 1, 2024
Plan: BusPlanner Direct

	Year 1	Year 2
	July 2024-June 2025	July 2025-June 2026
	12 Months	12 Months
Annual Payment (July - June)	$44,628.00	$46,292.16
Totals:	**$44,628.00**	**$46,292.16**

*US Currency, exclusive of applicable taxes.

SCHEDULE B: SAAS Terms & Conditions

SaaS Hosting Subscription Included: X Yes ___ No

CLIENT NAME: The School Board of Clay County

Terms & Conditions

1. Modifications to your BusPlanner Software Subscription, specifically the addition of the Chipmunk School Bus Tracker service, will require a new hardware configuration and necessitate modifications to your hosting agreement.
2. Additional BusPlanner module subscriptions may be purchased at any time. These module subscriptions may require modifications to your SaaS Service.
3. SaaS Hosting Services are provided according to the terms and conditions set forth in this agreement and the Service Level Agreement in Schedule C.

Your SaaS Environment Specifics:

1. There will be 1 server involved in your environment:
    a. Server 1: App Server
        i. This server will host:
            1. BusPlanner Server, Tasks
            2. GeoIMS,
            3. BusPlanner Web,
            4. BusPlanner Quick,
            5. BusPlanner Workflow,
            6. BusPlanner Fleet,
            7. BusPlanner Districts,
            8. BusPlanner Info,
            9. BusPlanner Pro clients (3 CALs),
            10. Secure FTP site (SFTP and/or FTPS)
            11. Microsoft SQL Server 2019 or 2022
            12. Microsoft RDP Gateway
        ii. Accessing BusPlanner Pro is accomplished using Microsoft Remote App technology through Microsoft's Remote Desktop Gateway.
        iii. Two factor authentication will be required for RDP access in 2024.
        iv. Domain: ____.mybusplanner.com and certificate. Option for bring your own domain and certificate.
    b. All Servers:
        i. Windows Server 2019, minimum TLS version 1.2
        ii. The SaaS environment will be hosted in the IBM Cloud data center in Virginia.
        iii. Automated performance and uptime monitoring by Pulseway.
        iv. Encrypted nightly backups including all SQL Server databases, and IIS sites

(redundant backups reside in Virginia data center)

v. Machine security and anti-malware software

c. Additional Servers/Services:

i. Use of shared mass email server (AWS)

2. SaaS Services performed by BusPlanner staff:
   a. Server environment management
   b. BusPlanner Software updates
   c. OS Updates
   d. Additional software updates
   e. Regular monitoring and management of system health
   f. Regular monitoring of activity logs
   g. BusPlanner database management
   h. Scheduling and maintenance of automated BusPlanner and system tasks
   i. Email server management for BusPlanner Web communications (responsible email list management)

SCHEDULE C: HOSTED BUSPLANNER SERVICE LEVEL AGREEMENT (SLA)

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the BusPlanner Help Desk process.

II. Definitions.

Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the BusPlanner Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the BusPlanner Software is not available for your use. Downtime does not include planned downtime for maintenance events. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the BusPlanner Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the BusPlanner Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Transportation Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. BusPlanner USA Inc's Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, BusPlanner USA Inc. will compare confirmed unplanned Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	No remedial action will be taken.
100%	95-97%	2% credit of SaaS fee for affected calendar quarter will be posted to the next billing cycle or similar value provided in client services flex hours.
100%	<95%	5% credit of SaaS fee for affected calendar quarter will be posted to next billing cycle or similar value provided in client services flex hours.

"ADDENDUM A"
TO CONTRACT WITH
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, hereafter collectively and individually referred to as the "CONTRACTOR".

2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
   a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
   b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
   c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.

3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.

4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.

6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

7. Method of Payment (if applicable): Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
   a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
   b. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs)* / Flat Rate (*cost for scope of work)* / etc.
   c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable the SBCC policies.
   d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
   e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.

8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.

9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.

11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.

13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.

15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.

16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.

17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to Clay County District Schools website for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

    Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

General Liability Policy:	Auto Liability Policy:	Worker's Compensation Policy:
$1,000,000.00 per occurrence	$1,000,000.00 combined single limit	$100,000
$2,000,000.00 aggregate	$5,000,000.00 (if charter or common carrier)	*Exempt, need signed WCAF

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.

23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.

24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
    a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
    b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
    c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
    d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
    e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):
        a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]
        b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

    CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

    IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2 : (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC'S Representative with CONTRACTOR is: Randall Crawford

School/Department Name: Director of Transportation

Mailing Address: 3674 CR 220, Middleburg, FL 32068

Phone #: 904-336-0002 Email Address: randall.crawford@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

By: David Broskie

Print Name: David Broskie

Title: Superintendent

Date: 6/17/24

CONTRACTOR

By:

Print Name: Donald Lindas

Title: President

Date: 13 May 2024

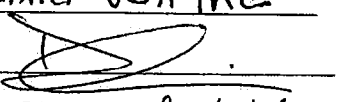
Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contactor had an opportunity to review and consult with legal counsel regarding this document.
10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: BusPlanner USA Inc.

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Donald Lindeos

Title of Authorized Representative: President

Date: 13 May 2024

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of $10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, ort voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Bus Planner USA Inc.

Signature of Authorized Representative:

Print Name of Authorized Representative: Donald Luiders

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or

d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: BosPlanner USA Inc.

Donald Lindsey — President

Printed Name — Title of Authorized Representative

Signature: [signature] — Date: 13 May 2024

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendero to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: BusPlanner USA Inc.

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Donald Linders
(Printed Name)


(Signature)

President
(Title)

13 May 2024
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Donald Linders). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Bus Planner USA Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Bus Planner USA Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Bus Planner USA Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Donald Linders
(Printed Name)

(Signature)

President
(Title)

13 May 2024
(Date)

Exhibit # 2 (e)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

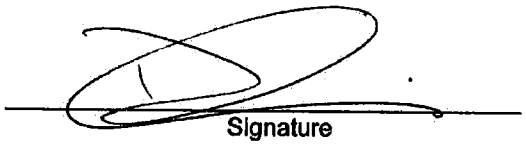
Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.



Signature

Bus Planner USA Inc.

Company Name

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Schedule E

Proposal 2855-Updated BusPlanner Transportation Management System

To: Clay County District Schools
Attn: Randall Crawford, Director of Transportation
900 Walnut Street Green Cove Springs, Florida 32043



By: **BusPlanner USA Inc.**
3661 Sunset Ave. Suite #136
Rocky Mount, NC 27804

(866) 251-3721
http://www.busplanner.com
http://mychipmunkapp.com

BusPlanner®

April 5, 2024 (updated May 10, 2024)

Valid until June 30, 2024

BusPlanner

April 5, 2024

Randall Crawford
Director of Transportation
Clay County District Schools
900 Walnut Street
Green Cove Springs, Florida 32043

RE: Proposal 2855 BusPlanner Transportation Management System

Attention Mr. Crawford,
BusPlanner USA Inc. is pleased to submit our proposal response to your request for a contract extension. I am confident that everything in our **BusPlanner® Suite** of products, our implementation services, and ongoing record of exceptional customer service will not be found lacking in your product evaluation process.

Why BusPlanner?

- BusPlanner has over **40 years of experience in the pupil transportation industry.** Our focus from day one has been to develop premier software and support for the K-12 market across North America. Always putting our customers first, we value their success over that of our own.
- BusPlanner is the only pupil transportation routing software company **to guarantee in writing "live" customer support on every call from 7 am – 7 pm EST.** Experience for yourself by reaching out at (866) 306-4183. SaaS customers also have complimentary network support 24/7 through our after-hours support team.
- The current BusPlanner **platform is 12th generation** and used in all of our locations across North America. Our robust suite of products include GIS mapping, routing, redistricting, web portal with alerts, GPS integrations, fleet maintenance, field trips, and a variety of apps. You can be assured our products are fully operational from day one and ready to serve the needs of Clay County District Schools.
- BusPlanner has over a **90% market share in their home Canadian Province of Ontario and a 76% market share throughout Canada.**
- BusPlanner was the **first company to be approved** as an "equivalent routing system" to Edulog by the **State of North Carolina in 2011.** Prior to this announcement the State only used Edulog as the routing software for all public school districts. Currently there are five public school districts in the State using BusPlanner over Edulog.
- BusPlanner offers a full suite of **optimization tools** that have proven to be successful in school systems across North America for many years. In the United States alone the **average # of routes operated** by all BusPlanner customers over the past decade has **decreased by 6.73%.** By listening to "real world" pupil transportation professionals we designed modules that focus on specific tasks such as bus stops, runs, routes, school boundaries, bell times, etc. Functionality is there to

customize each optimization tool for results that will work in your community.

- **Data security** is a top priority for BusPlanner to ensure your information is always secure. NIST 1.1 is the benchmark we use as the basis of our cyber security framework controls. Other routing software companies have inadvertently exposed student information through parent apps lacking sufficient security controls as reported by publications such as The74. BusPlanner has designated internal resources to prevent cyber security and pledges to invest heavily in this area for your security.
- **Product value** is important as public school districts are required to provide more services today with less funding. BusPlanner was **awarded contract 23-17PV-01 by 1GPA** in 2023. Of the six largest routing companies awarded this contract **BusPlanner was ranked 1st overall by 1GPA.** More information on this purchasing option is included within our proposal.

Included as part of our submission are:

1. Project scope and options to purchase under either 1GPA or BusPlanner direct.
2. Combining all products and services into one contract under BusPlanner USA Inc. for the school district moving forward.
3. Comprehensive action plan of items to assist the school district in planning for a successful 2024/25 school year. After reviewing data in the current LIVE SY2324 database I am confident that everything can be corrected in a timely manner.
4. Addition of BusPlanner Quick included services
5. Optional pricing for BusPlanner Turns & Chipmunk parent app.

I trust that you will find that our response satisfies the needs and requirements outlined by your team. I can confirm that that there is no conflict of interest involved should BusPlanner USA Inc. become the successful pursuant to this endeavor.

Thank you for your consideration of our response. I look forward to the opportunity to discuss our proposal further with you. If you have any questions or concerns, please feel free to contact me at any time. I can be reached by email binford.sloan@busplanner.com or by phone toll-free at (866) 251-3721.

Sincerely,



Binford Sloan IV, CDPT
Solutions Consultant

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Scope of Work & Project Costs

BusPlanner Scope of Work

Item	Description
Organization Overview	School Bus Routes- 160 buses Total Vehicles- 160 Total School Districts- 1 Total Students- 37,500
ROUTING SOFTWARE:	
BusPlanner Pro package	BusPlanner Pro Route Planning Software Solution Includes: BP Server, BP Tasks, BP Info Map: Clay County, FL. Additional counties can be added for a fee.
BusPlanner Web package	Transportation Information Portal Includes: • Public, professional & parent portals • Available with "real time" or "scheduled" interface to BusPlanner Pro & Quick. • Alerts & Notifications Module
BusPlanner Quick	Simplified web based transportation interface for dispatchers, supervisors, and call center team members. Work in same SQL databases as BusPlanner Pro users.
BusPlanner GPS (CalAmp interface)	Real Time GPS Tracking & Analysis module in BusPlanner Pro Includes: • Plan vs. actual analysis toolkit- with run edit path & bus stop comparison • Student scans & history • Speed Tuner™
BusPlanner Workflow	Online forms management • Ability to process map custom forms with both internal and external stakeholders through automation • Integrated module within BusPlanner Web
BusPlanner Maps	Map Analysis & Planning Software • GIS Mapping Application • Import/export shape files • Integrates with BusPlanner Pro & BusPlanner Quick. • Map: Clay County, FL. Additional counties can be added for a fee.
BusPlanner Trips	Field trip software • School district edition
BusPlanner Turns	Driver navigation Includes: • Follows mapping path from routing software for run navigation • Turn by turn directions both visual and audible • Skip stop & reroute features • Detailed student information for each assigned stop Ability for driver to enter bus substitutions
Chipmunk Parent App	Includes: • ETA to bus stop; broadcast alerts & notifications from BusPlanner Web • direct messaging with transportation staff • one account for all students in family • student demographics • Student scans on/off bus
ROUTING SERVICES:	
Software	Implementation • Map, Schools & Boundaries, Students • Bus Stops, Runs, & Routes

	• Internet Portal, Alerts & Notifications • Online Transportation Management, Online Forms Management
Operational	• Communication plan • Strategies for success
Technical Support	Unlimited phone, email, and video support relating to software issues
BusPlanner SaaS	Cloud Hosting Service one-time setup, OS licensing monthly service & maintenance

Technical Service Hours	• 20 Hour block annually
	• Unused hours roll over to next year
	• Can be used for specialized tasks including but not limited to:
	  o Map updates
	  o Custom SQL queries
	  o Custom report building

BusPlanner Cost Proposal

The following cost proposal is offered to Clay County District Schools with direct BusPlanner USA Inc. pricing.

BusPlanner Direct

School District of Clay County
May 10, 2024
Route Buses: 160
Total Buses: 160

Software Subscription	**Year 1**	**Year 2**	**Project Total**
Monthly Subscription	$3,594.00	$3,857.68	
Annual Subscription	$43,128.00	$46,292.16	$89,420.16
Core BusPlanner System: *Includes Pro, Web, Alerts, Info, SaaS* hosting	Included	Included	-
BusPlanner Quick	Included	Included	-
BusPlanner GPS	Included	Included	-
BusPlanner Maps	Included	Included	-
BusPlanner Workflow	Included	Included	-
BusPlanner Turns	Included	Included	-
BusPlanner Trips	Included	Included	
Chipmunk Parent App	Included	Included	

Services	**Year 1**	**Year 2**	
Database Migration & Setup	$0.00	$0.00	-
Technical Service Hours (10 hour block)	$1,500.00	$0.00	-
Annual Total	$1,500.00	$0.00	$1,500.00
			-
			-
GRAND TOTAL	$44,628.00	$46,292.16	$90,920.16

Optional Services		
Technical Service Hours (10 hour block)	$1,500.00	
Custom Development (per day)	$2,000.00	
Onsite Training (per day)*	$2,400.00	plus travel expenses
Online Training (per day)	$1,500.00	

BusPlanner Experience and Capabilities

About BusPlanner

Our company started in 1983 as a spatial database technology research company and was one of the founders of what is now the GIS and geomatics marketplace worldwide. Our roots in spatial data management lead to work in the pupil transportation market and, 25 years ago, our BusPlanner product suite was born.

Our BusPlanner Suite delivers a set of powerful, yet intuitive software products designed to support pupil transportation planning and operations. The BusPlanner Suite is focused on Route Planning and technology integration exclusively for the school transportation market.

Nash County Public Schools was the first school district to fully implement BusPlanner within the United States. The North Carolina State Board of Education in June 2011 approved BusPlanner as an equivalent routing system for the school district. This was the first time any school district had been authorized to replace the state endorsed TIMS product (Edulog) since its inception in 1988.

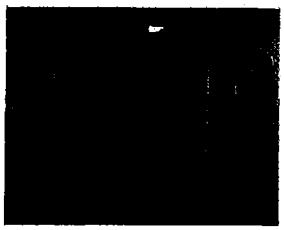
Over the next three years BusPlanner was shown to be an overall success for Nash County Public Schools utilizing several optimization strategies.

Baseline	N/A	208	9,084
All schools	Route	186	9,069
Schools in Group 1	Route & Bell time	159	8,694
Schools in Group 2	Route & Bell time	151	8,878
Schools in Group 3	Route & Bell time	128	8,800
	Route Reduction	**-80 (39%)**	**-284 (-3.5%)**

Today, after 40 years in business, BusPlanner is a proven technology that is used both in rural communities with 6,000 students over 22,500 square miles to metropolitan centers with 335,000 students within 243 square miles.

BusPlanner Inc. and BusPlanner USA Inc. operate seamlessly to serve our North American client base. Our commitment to customer success manifests itself in unrivalled customer support including:

- Live help desk support by one of our friendly representatives 7am to 7pm EST daily with 24/7/365 after hours support available.
- Monthly client webinars designed to help clients stay on top of changing technology trends and best practices.
- A full complement of on-demand support resources such as how-to videos, instructions, and other content.



Ready to Meet the Challenge

BusPlanner was designed to meet the needs of a complex, multi-district, contractor-based operations. Because of our commitment to service and response to client feedback, BusPlanner has been adopted by organizations that service tens of thousands of students using thousands of buses across North America.

Our success with so many complicated transportation departments and large fleets throughout North America gives us the confidence that BusPlanner is the solution that will help Jackson-Madison County School System thrive into the future.

Trusted by the Industry

BusPlanner has always emphasized re-investment in the development of technology through our client partnerships. We believe this "return on investment" will provide our existing and future client's more success than other areas such as marketing where only the company benefits.

Our staff of industry professionals is committed to providing excellent customer service and value for your money in everything we do. We fully embrace our mantra "Never give a client the opportunity to wonder why they chose us." This is why we can boast of a loyal client base and a 95% client retention rate.

A few of BusPlanner's transportation mid-size clients include:

District	Location	# Students	# Routes
East Baton Rouge Parish Public School System	Louisianna	40,000	400
Clay County District Schools	Florida	37,502	160
School District of Osceola County	Florida	37,337	149
Gaston County Schools	North Carolina	30,000	195
Poudre School District	Colorado	27,000	150

Sales Contact:
Binford Sloan IV
Solutions Consultant
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Direct: (252) 907-3133



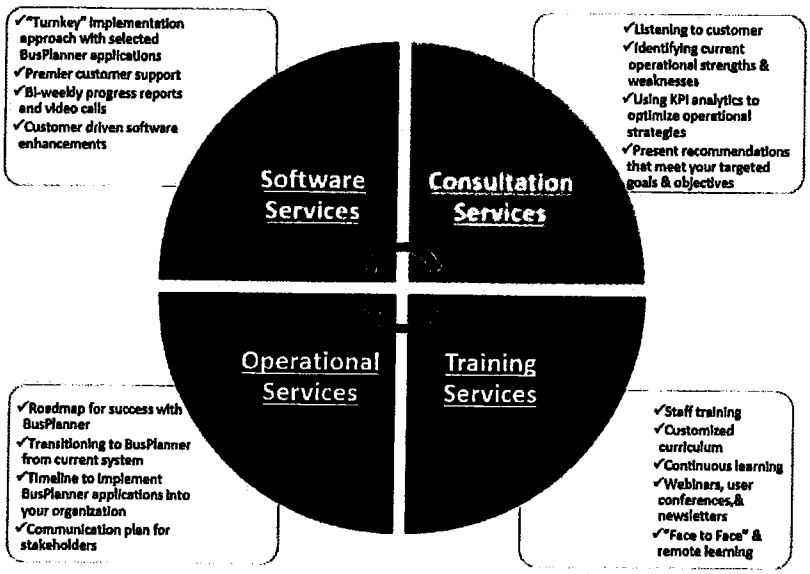


Implementation, Training, & Support

Our Approach For A Successful Partnership

BusPlanner builds positive relationships that last with our customers. Our mantra is "NEVER give a school system the opportunity to wonder why they chose us." As your technology partner, we will stand with you from the first day and grow together.

In building your integrated pupil transportation system, we will approach implementation, training, and technical support in similar, yet distinctive ways. We believe for you to be successful a continuous cycle of learning will grow knowledge within your pupil transportation operation. As seen below, each phase in our partnership while separate works in unison. Let us learn together how we can be your partner and share in your success.



To achieve overall success long-term there are values we will uphold for every customer. We understand that everyone has a voice and through equal contributions greatness can be achieved together. Our pledge to every BusPlanner customer is the following:

- **True Partnership**
  - *We stand with you.*
  - *We value your input both good and bad.*
  - *We are not successful until you are successful.*

- **Stakeholder Input**
  - *We listen to each client and provide solutions that are beneficial.*
  - *We are transparent in answering questions.*
  - *Based on your needs we promote transparency in the proposed solution.*
- **Positive Outcome**
  - *We value each client relationship and understand that service is paramount- not a sale.*
  - *We fully pledge commitment to each client where success is a main objective.*
  - *We collaborate with each client from the onset to ensure BusPlanner is a positive fit in their organization.*

Let us now see how BusPlanner will set you up for success from day one.

BusPlanner Recommended Action Plan

With Clay County District Schools being a current BusPlanner client database implementation won't be necessary. Below is our recommended action plan to prepare Clay County District Schools (CCDS) for the 2024-25 school year.

Technical Service Hours

CCDS purchased 20 technical service hours from BusPlanner in 2022. Below is a chart that outlines how these hours have been used by the district these past two years. As of April 1, 2024 there is an available balance of 17.75 hours. Some BusPlanner recommendations in this action plan will use these hours plus those purchased with this contract renewal.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Flex Hour Purchase	**30**	30			**2022-07-22**
Review auto-assign discrepancy	**-0.5**	29.50	**Ina Zino**	**Katherine Kovarik**	**2022-08-01**
School Startup Assistance - August 8-12	**-4**	25.50	**Various**	**Various**	**2022-08-15**
Meeting to help with SSO Setup	**-1**	24.50	**Bill Davis**	**Robert Shanks**	**2022-10-07**
Updated Template	**-0.5**	24.00	**Bill Davis**	**Caroline Winden**	**2022-10-11**
Copied Boundaries for client	**-0.25**	23.75	**Bill Davis**	**Robert Shanks**	**2023-01-10**
Copy Exception Boundaries	**-0.25**	23.50	**Bill Davis**	**Gloria Lim**	**2023-01-17**
0111 Transfer fixes	**-1.25**	22.25	**Ina Zino**	**Katherine Kovarik**	**2023-01-19**
Change School Address for client	**-0.75**	21.50	**Ina Zino**	**Gloria Lim**	**2023-03-01**

Changed school location for client	-0.25	21.75	Ina Zino	Katherine Kovarik	2023-05-01
Boundary, adding street, exception boundary meeting	-1.5	19.75	Jason Brown	Katherine Kovarik	2023-05-08
Follow up meeting w/ Shannon	-0.5	19.25	Shannon Isom	Katherine Kovarik	2023-05-17
Added subdivision to summer school db	-0.5	18.75	Jason Brown	Katherine Kovarik	2023-06-08
Map update db creation	-1	17.75	Shannon Isom	Brian Moroz	2024-01-23

Data Fundamentals

1. Map- Having a map with current shape files is essential. CCDS staff performed a map update in January 2024. Validation of the entire map is needed. It is our recommendation that available technical service hours be utilized and the latest county GIS shape files be imported in BusPlanner.
2. SIS Import- The current SIS import from Synergy can be expanded to include additional data fields. If CCDS chooses to add any of the suggested data fields available technical service hours can be used to update the import template. A table with current and suggested SIS fields is presented at the end of this proposal section.
3. Student Scans- BusPlanner automatically receives student scan data from CalAmp through our API. To properly associate each scan to a student record we will need to be provided a listing that has student ID, student name, and student scan card id. Once this is imported into BusPlanner (either through SIS import or separate) incoming scans will be visible on a tab in the student record (BP Pro) and in the Chipmunk parent app.

[illegible]	[illegible]	[illegible]	[illegible]
Type	X		
Student ID	X		
First Name	X		
Last Name	X		
Birthdate	X		
Grade	X		
Travel Code	X		
Gender	X		
Special Ed	X		
Load Time	X		
Seat Type	X		
Effective Date	X		
Retire Date	X		
Phone	X		
Confidential	X		
Program 1	X		
Program 2	X		

School ID	X		
School Effective Date	X		
School Retire Date	X		
Program Code	X		
Home Address Street Num	X		
Home Address St Name	X		
Home Address Apt	X		
Home Address City	X		
Home Address State	X		
Home Address Zip Code	X		
Contact ID	X		
Contact 1 First Name	X		
Contact 1 Last Name	X		
Contact 1 Home Phone	X		
Contact 1 Work Phone	X		
Contact 1 Cell Phone	X		
Contact 1 Email 1	X		
Contact 1Email 2	X		
Census_Group	X		
Pupil_Assignment	X		
EXTID	X		
Met at Bus		X	Used for students that require adult present for pickup/drop off stops
Schedule Type		X	Student attends school daily, day 1, day 2, etc.
Day Type		X	Student attends full day, half day, AM, PM, etc.
Alert		X	Specific items transportation staff need to know (medical, custody, etc.)
Instruction		X	Specific student instructions (student required to sit in seat behind driver, etc.)
Transportation Type		X	Used to determine student transportation setup. Auto, Home, Manual, None
Online		X	Can be used to separate virtual students in district from others in database.
Equipment		X	Assign required equipment piece(s) to student (aide, seat belt, oxygen port, service animal, etc.)
School Homeroom		X	Useful for school staff when running certain reports in BP Web
Alt School ID		X	Used for students that are enrolled in more than one school.
Alt School Grade		X	
Alt School Program		X	
Alt School Effective Date		X	

Alt School Retire Date		X	
Alt School Homeroom		X	
Alt AddressStreetNum		X	Useful if district provides transportation to alternate addresses or split custody situations. Applies to Alt addresses 1,2,3, etc.
Alt AddressStreetName		X	Useful if district provides transportation to alternate addresses or split custody situations. Applies to Alt addresses 1,2,3, etc.
Alt AddressApt		X	Useful if district provides transportation to alternate addresses or split custody situations. Applies to Alt addresses 1,2,3, etc.
Alt AddressCity		X	Useful if district provides transportation to alternate addresses or split custody situations. Applies to Alt addresses 1,2,3, etc.
Alt AddressState		X	Useful if district provides transportation to alternate addresses or split custody situations. Applies to Alt addresses 1,2,3, etc.
Alt AddressZipCode		X	Useful if district provides transportation to alternate addresses or split custody situations. Applies to Alt addresses 1,2,3, etc.
Contact Type		X	Student contact type (mother, father, grandparent, etc.) Applies to Contact 1, 2,3, etc.
Contact Priority		X	Hierarchy of contacts (1, 2, 3,4, etc.) Applies to Contact 1, 2,3, etc.
Contact Mailing Address		X	Helpful for contacts that reside at different address from student. Applies to Contact 1, 2,3, etc.
Contact Met at Bus		X	Establishes if contact has authority to receive student at stop. Applies to Contact 1, 2,3, etc.
Contact Allow Portal Access		X	Establishes if contact can access parent portal in BP Web & Chipmunk parent app. Applies to Contact 1, 2,3, etc.
Extended Properties	X	X	Other custom data fields (max of 20) from SIS that district can use in BusPlanner. Examples include next SY school, next SY grade, athlete, etc. District currently has 9 extended property fields in use.
Student Photos		X	Useful for transportation staff in associating student identity in operations. If available from CCDS these can be mass imported by student ID separate from SIS import.
Student Scan Card		X	For scans to be available in BusPlanner from GPS provider each scan card ID will need to associated by student ID.

Data Integrity

In reviewing data components of the LIVE SY 2324 database this week there are some areas that need to be reviewed and corrected for the opening of school in SY 2425.Listed below is a summary of each topic.

1. Routes with Negative Slack- there are 114 routes out of 160 that fall into this category. Staff need to review errors and shift runs and or stops between buses as needed.
2. Run errors- there are currently 454 errors over 846 runs. Staff need to review and correct errors accordingly.
3. School Errors- there are currently 40 school errors over 44 schools. Staff need to review and correct errors accordingly.
4. Route Errors- there are currently 471 route errors. Staff need to review and correct accordingly. It should be noted that as some errors are fixed between runs, students, routes it could auto fix other errors.
5. Run Geometry errors- there are currently 15 errors over 846 runs. Staff need to review and correct errors accordingly.
6. Route Statistics- Active time 67%/Deadhead time 33%; Active mileage 57%/Deadhead mileage 43%. While these categories won't necessarily be an exact match they should have a 10% spread. It is possible travel speeds are off which affect both run and route timings (negative slack is one). Recommend staff evaluate and calibrate map speeds with speed tuner.

Next Steps

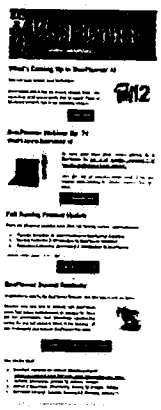
Moving forward there are considerations to think about. With SY 2324 ending next month the question of which database these enhancements and data errors should be applied needs to be considered. For timing and staff resources it should be considered to complete everything in the Fall Planning SY2425 database.

BusPlanner Quick is the latest routing application we launched in 2023. It offers transportation operations similar daily routing functions found in BusPlanner Pro. This web based version provides users a straightforward method to easily route students. We are able to offer this application directly to Clay County District Schools as part of proposal 2855.

BusPlanner Training Services

BusPlanner works with each new and existing client in developing a training curriculum that is successful. Training courses are selected to maximize staff knowledge to the associated BusPlanner products that are being deployed.

For all **districts** we fully understand training is continuous and have developed a program that meets key aspects such as:

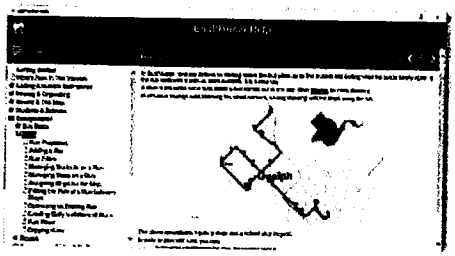


- *Training curriculum is designed around your organization.*
- *Operational Aspects are infused into training.*
- *We provide in- person and remote training to meet your needs.*
- *Every new school district is trained with their data set.*

Training Methods

Whether new or an existing BusPlanner user we have a variety of training methods to suit your needs.

1. **Onsite**- this traditional approach offers face to face learning for users and is most popular with our entry level courses. Along with the detailed course outline are in depth "hands on" tasks for each student to complete.
2. **Online**- remote learning has become more common since the onset of COVID. In this setting users follow the instructor from the comfort of their office. We complete the same tasks in this setting as with traditional onsite courses.
3. **Webinar**- join our BusPlanner throughout the year in reviewing a specific item or two. There is no fee for our customers to participate and this is a great way to learn more about your system.



4. **Software Help Guides**- All BusPlanner products come with integrated help modules. We provide text, graphics, and hyperlinks throughout. Our team updates each module to match your installed version. These help guides are intuitive where users can search for information.
5. **BusPlanner Forum**- Sometimes you may have questions or just can't remember how a certain tool is accessed in BusPlanner. Our online site for users provides a wealth of information at your fingertips. Users can watch videos of how to perform various tasks in our software. They also have access to a message board where questions and answers can be shared among one another.
6. **User Summits**- each year we host user summits across North America where BusPlanner customers can come together. Past topics included upcoming releases, development brainstorming session, onsite training courses, etc.



BusPlanner Summit
January 9-11, 2024

Course Offerings with Intended Outcomes

The following is a list of popular training courses available to BusPlanner users and IT support staff. New courses are constantly being added:

Introduction to BusPlanner: Designed for all those who will use BusPlanner in the transportation planning process. This course will provide the fundamentals for use of the software.	2 days
Administrating BusPlanner: Designed for those who will administrate BusPlanner and/or for those IT staff who are responsible for ensuring the environment is operational for your system.	1 day
Introduction to Administrating BusPlanner Web: Designed for those who will be administrating and overseeing the use of BusPlanner Web and the Alerts Module.	1 day
Advanced Administration of BusPlanner Web: This course provides further in-depth instruction relating to the processes and best practices behind administrating BusPlanner Web and its modules.	1 day
Introduction to BusPlanner Maps: Designed for those who will be performing advanced map editing within BusPlanner Maps	1 day
Introduction to BusPlanner GPS: Designed for those who will be tracking and analyzing GPS data to improve planning and monitor operations of their fleets. This course covers the basics of how GPS systems work, how the integration between hardware and routing systems is setup, as well as covering the use of live dashboard and the analysis tools.	1 day
Advanced Route Planning Techniques: Designed as a follow-up for users that have taken "Introduction to BusPlanner." This course provides further in-depth instruction including best practices and advanced functionality.	1 day
Effective Analysis using BusPlanner: Designed as a follow-up for users that have taken "Introduction to BusPlanner."	1 day
Introduction to Optimization: This course offers in-depth instruction relating to the design and operation of BusPlanner's optimization toolkit. Users will learn how to optimize run and route scenarios, create, and populate bus stops, as well as use bell time analyzers and bell time optimization tools.	1 day
Optimization Practical Skills Workshop: This course provides a supervised workshop where users can put the optimization skills learned in the Intro to Optimization course to practical use in a setting where questions can be asked while working on your own scenarios.	1 day
Special Needs Routing Using BusPlanner This is designed for those who manage special needs transportation using BusPlanner. It covers planning methodologies, tips, and best practices for effectively routing special needs transportation.	1 day
Maximizing BusPlanner This is designed to provide planners with the understanding of how BusPlanner's tools can be most effectively used to plan school bus transportation. Tricks and tips are provided for maximizing the efficiency of your fleet and getting the maximum value from BusPlanner.	1 day
Side by Side Mentoring/Training This is a free-form training course designed to provide one-on-one training and counsel on the best use of the BusPlanner tools contained in the BusPlanner Suite, how they fit together, and how they can be best utilized to provide a quality routing solution.	1 or more days

BusPlanner Operational Assessment

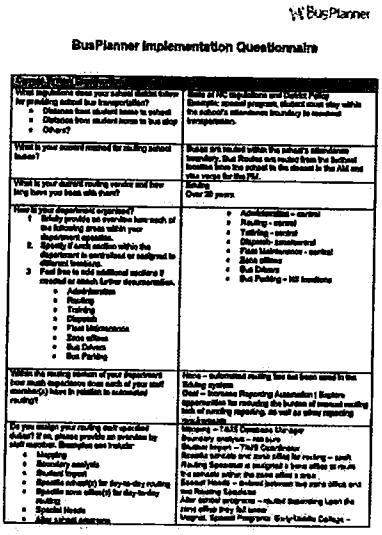
Another cornerstone to a successful project long term is knowing which direction will provide your team the most return. We have a team of highly qualified professionals that are here to help you with taking your current pupil transportation and making it great. Our philosophy is simple and also powerful. We pledge to support you through:

- ✓ *Listening to customer*
- ✓ *Identifying current operational strengths & weaknesses*
- ✓ *Using KPI analytics to optimize operational strategies*
- ✓ *Present recommendations that meet your targeted goals & objectives*

We use tools to help us in turn help you. You already know your operation inside out while we are just beginning a relationship. For us to serve your operation the best way possible we have to fully understand everything correctly. For us to assume would be a disservice to your group and could potentially lead to strains within the project launch. During the project kickoff meeting we provide every new school district with an implementation questionnaire. This multi page document is a vessel for you to share information with us both current and future.

Implementation Questionnaire

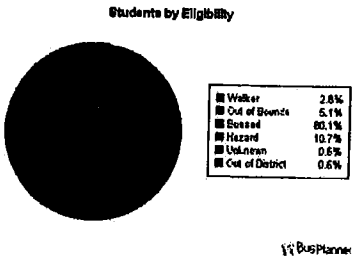
- Organization demographics
- Where do you have repeated issues at the moment?
- Methods of service delivery used at the moment?
- Current pupil transportation system
  - How much of this system do you want transferred?
  - What role does technology play?
  - What do you like and dislike?
- Goals and objectives
  - Short range
  - Mid range
  - Long range


BusPlanner

BusPlanner Implementation Questionnaire

Our team assesses all areas we see as potential opportunities after the transition to BusPlanner. While some school districts prefer not to change their "current operational practices" in the beginning, sometimes it may provide immediate relief to make changes. We provide you a detailed plan that addresses different areas of your operation. Examples may include the following.

Analysis of Operational Data

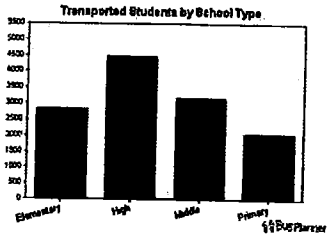


- Review of KPI categories
  - Student enrollment
    - % transported
    - %walkers
    - % car riders
    - % other modes
  - Breakdown of transported students
  - Utilization of routes
    - Active & deadhead mileage
    - # of assigned runs by tier
    - % of available vehicle capacity

Interpreting these and other data elements will guide our thorough analysis within your operation. Similar to when you see the doctor for an annual physical, we are doing the same thing here. We also will compare different sources of data to ensure integrity. For example, if the routing data states bus 123 is at maximum capacity while driver ridership reports show 50% capacity, the gap is exceptional.

Once this phase is complete and validated our team will transition into recommendations that will assist your organization.

Operation Recommendations

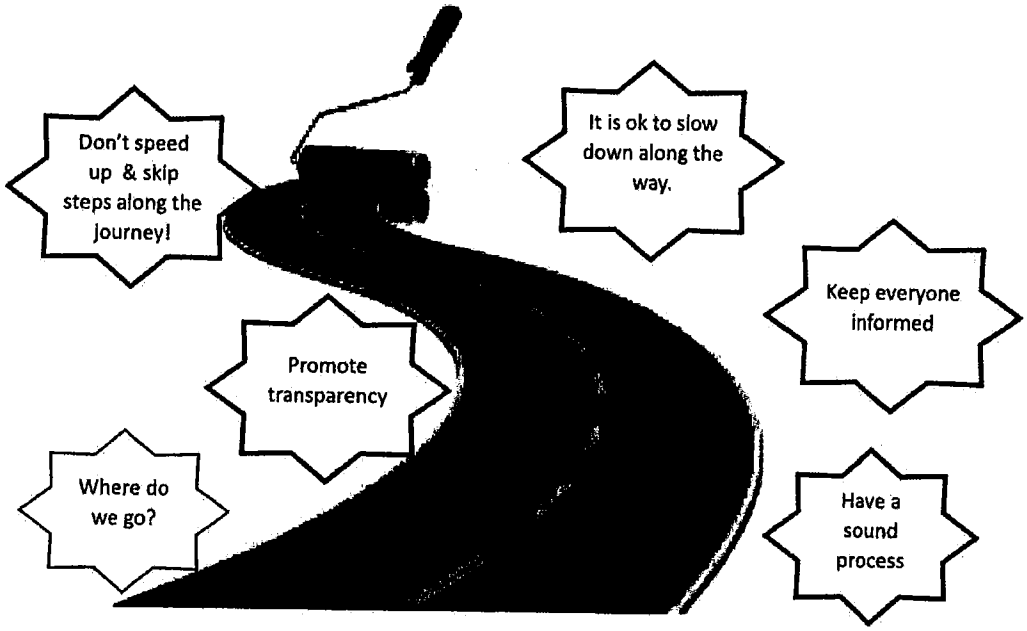


- System optimization with
  - Bus stops,
  - Runs,
  - Routes,
  - Bell times
  - Or a combination
- Communication
  - Keeping everyone informed

Clear and Precise Narrative

We understand that implementing a new pupil transportation system into your organization can be a monumental challenge. Our team of professionals will work for you to achieve success from the start. Following proven strategies, we will guide your team every step in building a sound foundation. We call this our "roadmap to success" which is designed provide personalization and results.

Roadmap to Success



Through listening to your goals and objectives we provide consultation in several areas including:

- Operations Consulting- Service delivery is paramount for your success. We will guide you using BusPlanner best practices to minimize issues while enhancing effectiveness.
- BusPlanner Transition- best practices for introducing BusPlanner to your organization
- Communication plan- Identify and address all stakeholder needs to ensure each component of the BusPlanner Suite is systematically implemented in a positive manner.

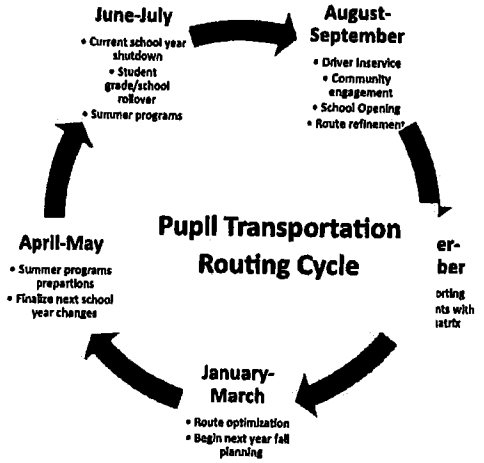
Every pupil transportation operation is unique and applying strategies without full knowledge can lead to service delivery issues. Ensuring every team member understands and relates to "why" we are doing this change can go a long way. While administrators decide to procure a new system for needed efficiencies, bus drivers may only see management changing how they drive the route with no explanation.

Utilizing our "custom" designed operational plan will remove all potential barriers during the final stages of implementing your new **BusPlanner** system into "real world" use within the community. Our team of trained professionals have several hundred years of combined

experience collaborating with pupil transportation organizations. Our plans include key components such as:

- Structured timelines
- Data review
- Communication & training strategies for stakeholder groups
- Strategies for staff to follow with our roadmap of success

The impact from your pupil transportation system affects all facets within your school system on different levels. Understanding the "cause and effect" with decisions will empower your team in achieving next level success. With our plan, we work for your team to gain knowledge plus understand "routing cycles" and how they impact future organizational success. Providing structure allows the team to focus on each season throughout the year.

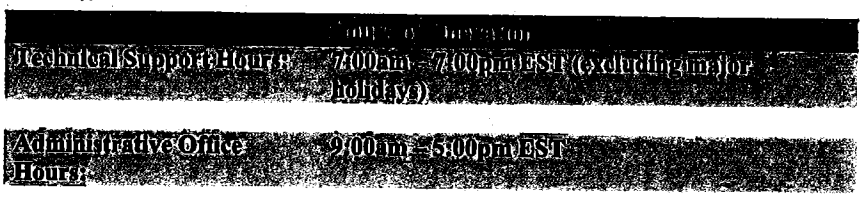


As a pupil transportation provider your focus should be on service delivery without compromising student safety. Our plan removes those constraints so you can focus on the overall mission. We use existing resources and supplant them into advanced technologies that provide you with a "wow" moment and "how did we do things before the ease of BusPlanner?"

BusPlanner Technical Support

BusPlanner is supported by a full array of technical services including:

- **Toll-free BusPlanner Help Desk (866) 306-4183**
- **Assistance via email support@BusPlanner.com**
- **Video Calling/Online Chat via Teams® or Zoom**
- **Assistance via remote desktop or online collaboration methods**
- **On-site assistance**
- **"Quick turn-around" project work delivered via the Internet or performed live on your server**



Our technical support team based offers live technical support via our BusPlanner Help Desk between the hours of 7:00am – 7:00pm EST Monday to Friday, excluding major holidays. BusPlanner also offers after-hours on-call 24/7 technical support via telephone or email. BusPlanner SaaS customers have included after hours support for emergencies.

Our Challenge *- to show you how serious we are about customer service. Every time you call our BusPlanner help desk during operating hours, one of our friendly Client Services members will always answer the phone and be happy to assist* ***GUARANTEED!!!*** *Try it yourself anytime.*

BusPlanner also offers after-hours on-call 24/7 technical support via telephone or email. After hours support is available on a per-occurrence fee basis. BusPlanner SaaS customers have included after hours support for emergencies at no charge.

Software Improvements & Updates

All software updates are included within client annual costs for each subscribed product, BusPlanner software products are upgraded twice per year. The larger upgrade occurs late fall and the other upgrade during late spring. In addition, any found software "bugs" are addressed immediately and supplied to customers at no cost during the full contract period.

Notices of product upgrades are provided to every BusPlanner client in advance. In addition, release notes outline enhancements, fixes, as well as new features. During extreme

circumstances BusPlanner does reserve the right to postpone software upgrades. The last time this occurred was during 2020 as the COVID pandemic erupted.

BusPlanner SaaS clients only need to schedule a time with our Client Services team to upgrade and they take care of the rest. We will never upgrade your BusPlanner environment without prior client confirmation. Self-hosted sites are responsible for completing software upgrades themselves.

BusPlanner Services Available for Purchase

BusPlanner offers additional services for clients on an as needed basis. Our team of professionals are ready to provide fast and effective responses to meet your needs. Here are some of the ways we can assist.

- Custom Development- From time to time clients will request specific functionality upgrade(s) for any given BusPlanner application. Our development team will meet with the client to understand their needs. From there a Scope of Work document along with monetary estimate to perform the custom development work will be created. Once approved by the client custom development will be scheduled for completion and testing.
- Technical Service Hours- pre purchased in 10 -hour increments that can be used for many things including map updates, creating custom reports, custom SQL queries, etc. Unused hours at the end of a year will automatically roll over so there is no need to worry about losing them.
- Technical Forms Development- pre purchased in 10 -hour increments that can be used for creating custom online forms with our BusPlanner Workflow application.

BusPlanner Applications

BusPlanner Suite

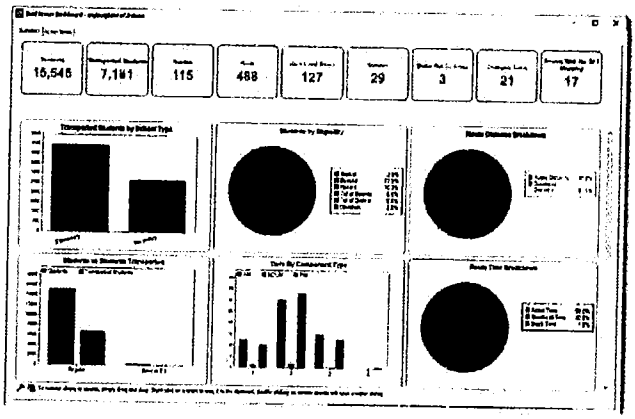
BusPlanner's Suite provides a variety of applications that form a multi-user, client server environment for enterprise transportation management applications. Our core system as used by our clients has proven capability of processing thousands of students at the same time with up to 50 simultaneous routers. The Public & Private Portals within BusPlanner Web have also been evaluated and used under heavy load with large volumes of users and heavy usage on inclement weather days. Our newest addition is BusPlanner Quick that brings a robust web application for users that need to help in those special situations.

All of our applications are built with relationships in mind to provide a complete transportation solution. We only navigate in the K-12 pupil transportation space.



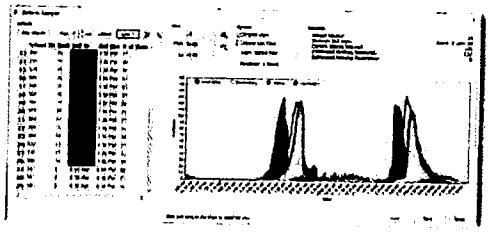
BusPlanner Pro "Pupil Transportation Management Software"

BusPlanner helps transportation management professionals by providing flexible, efficient routing solutions. Its intuitive interface provides powerful route planning and analysis tools that are easy to use. BusPlanner provides an effective, efficient system to manage all aspects of your student transportation.



BusPlanner offers an array of important features to assist you in the ongoing planning and management of your routing solution. The following key features are included to ensure your success in maintaining your efficient system.

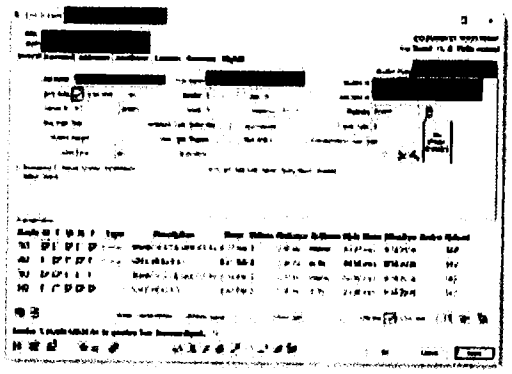
- Easy-to-use user interface with easy-to-learn map & data accessibility.
- Map integration to Google Maps
- Flexible productivity tools to help manage your daily transportation needs
- Powerful Back-end Database to allow for robust multi-user operation
- Powerful Optimization Tools for generating new transportation solutions
- Automatic Transfer Management to make student transfers painless
- KPI, Analysis, and Government Reporting functionality to measure the effectiveness of your solution
- Customizable Reports & Map Generation tools to get data out
- Effective & automatic Troubleshooting Tools to eliminate problems
- Planning and Scenario Management tools to help build better solutions
- Intelligent Student Data Update tools to keep your student data current



BusPlanner's **productivity tools** provide answers and quick access to commonly requested questions. Using the hyper-linking features, additional information or details can be obtained directly from query results – without having to exit from what you were doing. Time-saving, daily-use features offered by BusPlanner include:

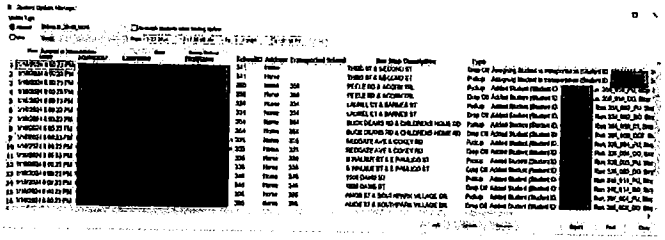
- Automated walking distance calculations offering powerful eligibility querying by address, district, grade/program
- Address searching

- Distance calculators (both walking and vehicular calculations)
- Powerful searching and reporting/listing queries for generating quick information lists with virtually any criteria (students with alternate addresses, run manifests, etc.)
- Powerful tools for graduating students and managing the annual transportation changes due to promotions.



- Mass transportation assignment capabilities providing alternate assignments.
- Flexibility to manage situations requiring increased confidentiality for students
- Data verification tools to ensure your data makes sense (overloaded runs, out of boundary students by board, etc.)

The intelligent **Student Update Facility** allows for the mass import of student data, in any format, from your student information system (SIS). The use of "import templates" allows the flexibility for BusPlanner to be configured to read any format directly from the SIS. Our system currently has functionality to import over 115 SIS data fields plus expansion capabilities for another 20 custom student fields. This important facility tracks changes to student information, maintains the integrity of the routing solution, and offers a flexible interactive geocode error correction utility for correcting mismatched or incomplete addressing – any of the multiple address types a student may have. Once student data is imported and transportation is assigned, BusPlanner can export the student data – along with the related transportation information – for use back in the SIS. Using your customized student data import template (included as part of your implementation), product-specific importing is available from many SIS products including:



- Focus
- Infinite Campus
- PowerSchool
- Synergy
- Or any other Student Information System using our flexible interface.

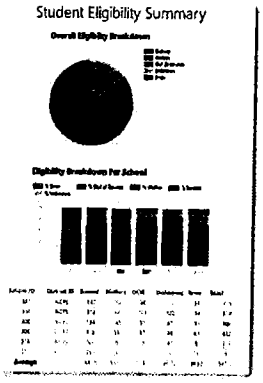
The student update facility allows you to geocode to exact address points if this data is available. This allows for more exact matching and better integration GPS data.

BusPlanner is based on GIS street network data. Because BusPlanner is built on **GIS technology**, data from several different sources in any common GIS format can be used as the basis for your transportation database. This product offers a variety of out-of-the-box GIS management tools including:



- Ability to import/export and display topographic data layers (such as railways, shorelines, parcels) or ortho-imagery with your street map
- Manage street name information and characteristics including name, restrictions, speeds, aliases, etc.
- Direct export of map data to other applications via the Windows clipboard
- Map update and spatial editing tools
- Intuitive run and route editing and management tools (including editing system generated runs/routes)

Using BusPlanner, **customizable reports** can be created for student lists, route summaries, details, manifests, Medicaid reimbursement, and timelines. Information for schools and many other interactive listings are also available with drill-down capabilities to get more detailed information on anything you see. Reports can be printed or exported electronically to various file formats. In addition, maps can be created, printed (colour or black & white) or copied to other Windows applications for use in presentations, distribution, or other uses. The data on maps can be transportation related such as schools and their attendance or walk boundaries or additional topographic information such as rivers, parks, or other landmarks.



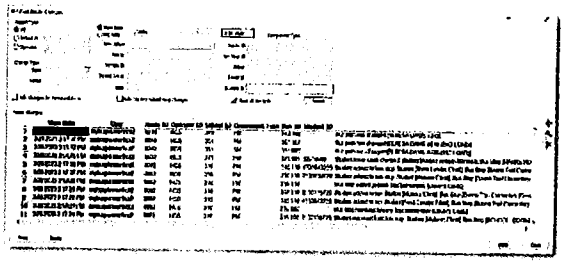
BusPlanner's **optimization toolkit** offers tools for:

- Bus Stop generation and population including support for multiple student addresses
- Run generation with options for blended loading between multiple schools or districts
- Optimized run coupling into routes for optimized vehicle use including spatial constraints for limiting link deadhead between runs
- Bell Time optimization allowing bell times optimizing the route generation with possible bell time shifts within specific criteria including bell time analysis tools



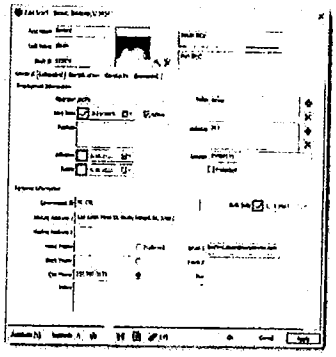
The included **planning and analysis toolkit** will help you in planning and strategizing the future of your transportation solution for both regular and summer school needs. The **Key Performance Indicator toolkit** offers an array of tools that can help measure the effectiveness of your system. All analysis output can be directly copied and pasted to other applications. These tools can also save time in providing answers to questions from other board managers who are considering scenarios such as school closures or changes to walking distance policies. These tools can provide quick, accurate answers that are proven assets for **Efficiency Audits.**
BusPlanner's extensive reporting capabilities include the following features:

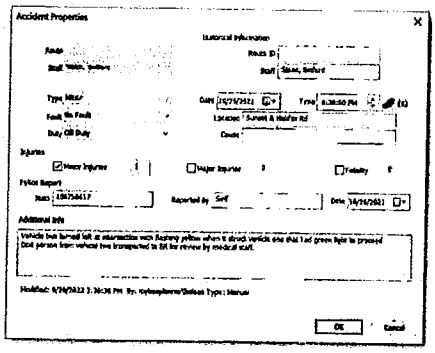
- Over 60 reports covering all aspects of the transportation solution
- Route listings, itineraries, route directions, and summaries with or without student information
- Route details with student manifests by stop, and emergency bus manifests
- Route Changes by route or for entire system. This special facility is also linked to BusPlanner Web's "subscription service" that allows for route changes to be automatically sent via email to parents who have opted-in to the service.
- Reports can be printed, sent to PDF, or exported to Excel or other tabular formats.



BusPlanner's **staff management portal** allows you to maintain a complete record on each member of the transportation team. Key features include:

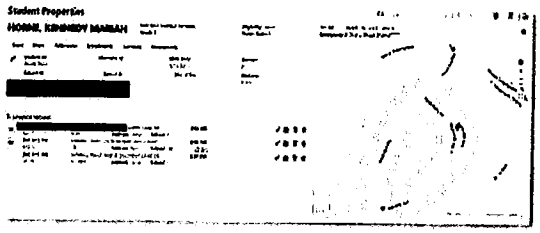
- Staff demographics
- Assignment(s) with organization
- Accident and Incident reporting by employee/route
- Track certifications & training hours for staff. System can provide reports for both upcoming and expired components.
- Customizable fields where you can build an employee management system specifically designed for your organization.





BusPlanner Quick "Internet Transportation Management Solution"

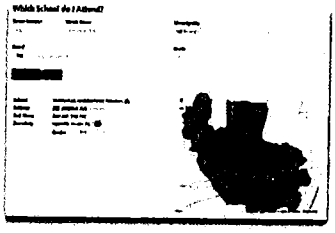
BusPlanner Quick is a simple, intuitive transportation management solution. This web-based application is **great for dispatchers, call center operators,** and even **supervisors** who need to quickly help parents, school staff, and drivers with transportation information. **BusPlanner Quick** integrates directly with your **BusPlanner Pro** database, it's just another way to access your district's transportation data.



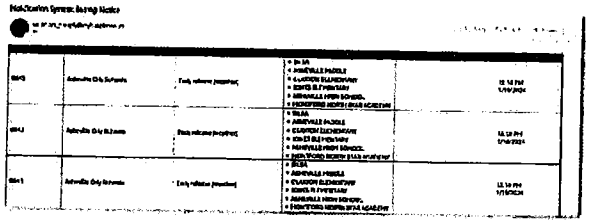
- Simplified design: The intuitive interface makes it easy to navigate for your front-line team members.
- Student Search: Find students and access basic demographic information.
- Assign transportation: Add/modify transportation assignments in two clicks.
- Add student: New students can be added to your district when they need transportation before the next SIS import. No worries, they can be added and transportation assigned in less than a minute.
- Bus passes: Print one or multiple bus passes in one simple process.
- Reports & Analytics: View information and print related transportation reports.
- GPS integration: see live & historical GPS data as it integrates with your routing system.

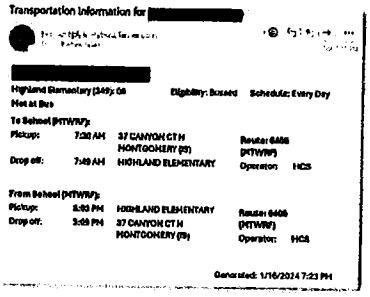
BusPlanner *Web* "Internet Query Server & Information Portal"

This web-based information portal offers school, transportation, boundary and eligibility information to your staff and the public. Cut down on phone traffic to your office by providing the information to parents in this self-serve information portal. This Secure information portal offers up-to-date transportation information to your schools, board staff, private bus contractors that need access to transportation information. Parents will have access to information on their students through our secure parent portal.



The embedded alerts & notification system seamlessly sends out targeted information to affected stakeholders via email, SMS messages, as well as a banner in our parent app. In addition, parents, schools, transportation staff, and even bus drivers can automatically be updated with permanent route changes through our subscription service.

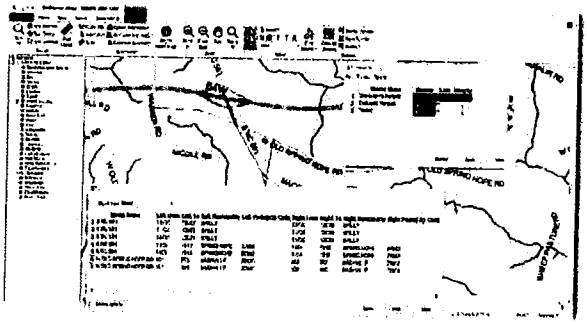




BusPlanner *Maps* "GIS & Planning Toolkit"

BusPlanner *Maps* is a desktop GIS toolkit offering a comprehensive set of features specifically for the administration of the GIS maps and other topographic layers used within the BusPlanner environment. BusPlanner Maps also provides advanced street network and boundary management functionality to keep your BusPlanner database up-to-date and operating at peak efficiency.

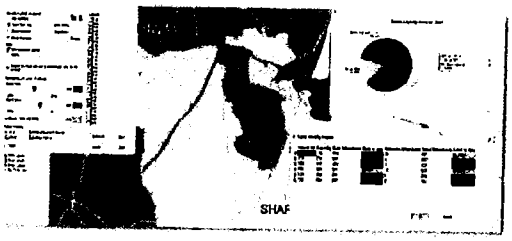
BusPlannerMaps



BusPlanner *Districts* "Redistricting Analysis Module"

BusPlannerDistricts

To plan your school districts effectively, you need to visualize your boundaries and the populations behind them. **BusPlanner *Districts*** provides redistricting and population analysis features that illuminate the demographics within your BusPlanner database. With this optional redistricting analysis module, you can display and summarize detailed student information through a wide range of standard and customized fields. Advanced boundary management tools are also included, which allow efficient splitting, merging, copying, and editing to help perfect your boundary solution.

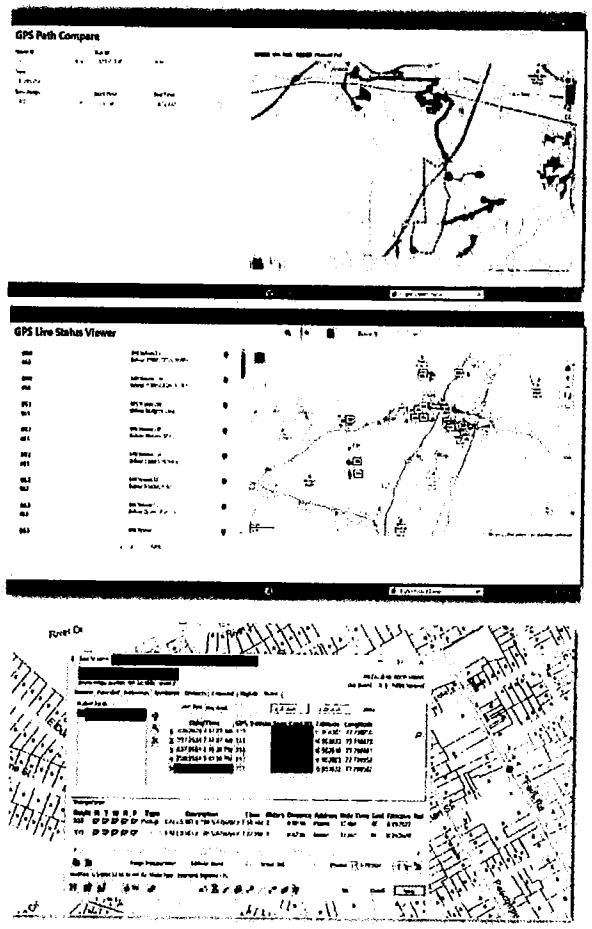


BusPlanner *Districts* helps administrators understand—and respond to—regional demographic changes through a series of statistical analysis tools. Multi-layered search functionality means that you'll always get the data you're looking for, while easy-to-read results make extracting and communicating information fast and simple. Use these boundary management, visualization, and capacity analysis tools to optimize your redistricting process.

BusPlanner *GPS* "Real-Time Tracking and Analysis Module"

BusPlanner GPS is an integrated module for those clients who wish to implement a real-time GPS tracking system. BusPlanner GPS provides tracking and analysis solutions supporting **CalAmp, Geotab, Samsara, WheresTheBus,** or **Zonar** GPS hardware platforms. This integrated module fits right into the BusPlanner Pro & BusPlanner Quick applications and consists of:

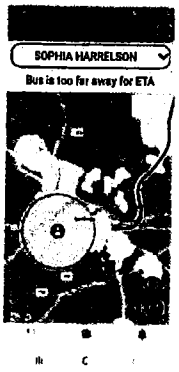
- Real time vehicle tracking,
- Historical tracking,
- Planned vs. Actual analysis showing whether the drivers are driving the routes as planned,
- On time arrival analysis,
- Stop time comparisons,
- Multi-vehicle planned versus actual performance analysis,
- Functionality to "edit" the planned run path to match reported GPS path,
- Create runs from your GPS data through our intuitive "Run via map" tool,
- Speed "calibrate" the routing system map segments to match current GPS fleet migration patterns.
- Student ridership scans with date, time, geocode location of each event. Scans are associated to each associated student ID in BusPlanner.



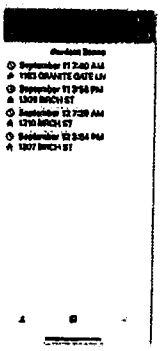
chipmunk School Bus Tracker App

With this app, parents are given access to information such as:

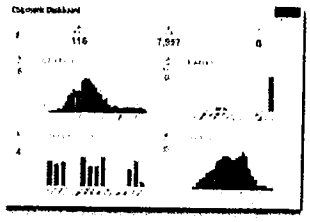
- **Location of the school bus on a live map**
- **Estimated Time of Arrival (ETA) at their student's bus stop**
- **Parents can choose the radius for stop notifications**
- **Important alerts and messages about delays or cancellations pertinent to their student(s)**
- **Student scan events are available for each student in the household as they get on and off the bus. This feature is only available when student ridership is activated on a supported GPS system .**



This live app is based on GPS and imbedded AI technology that offers accurate information to users and is the only app that can simultaneously process GPS data from multiple GPS vendor solutions within a single transportation system environment. Chipmunk's imbedded AI makes it smart enough to know when buses are not doing what they should – and will stop providing incorrect data to parents.



Chipmunk is available for both Android and Apple devices and can be downloaded free from either store to any device.

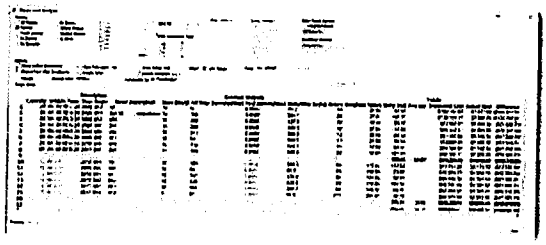


The app intro screen shows the chipmunk logo as well as your school board logo for greater clarity and name recognition.

For distrcit staff we provide a live Chipmunk data dashboard. This KPI tool will allow you to know how many subscribers have the app in compariosn to actual users throughout the day. It also will allow you to know which buses aren't transmitting GPS.

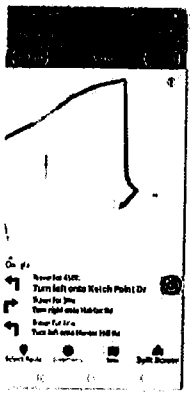
BusPlanner Finance "Financial Analysis Module"

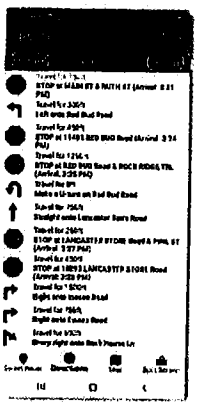
BusPlanner Finance is designed specifically for those who are tasked with managing the finances of your pupil transportation operations. This finance administration toolkit allows for the daily calculation and logging of the cost of your routes. With your customized finance 'contracts,' BusPlanner Finance also provides financial analysis tools for comparison to budgeted values, etc.

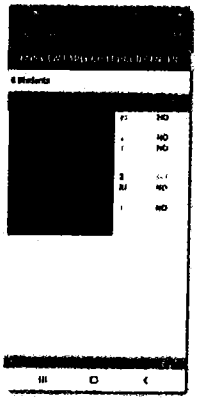


BusPlanner *Turns* "School Bus Driver App"

BusPlanner *Turns+* **is designed specifically for school bus drivers! This app provides turn by turn directions along with vehicle substitutions – direct from BusPlanner - for school bus drivers to follow while they drive their route. This app is perfect for spare drivers or drivers that need to cover unfamiliar routes in a shortage situation. Operates on any Android device with ability to send and receive live information.**

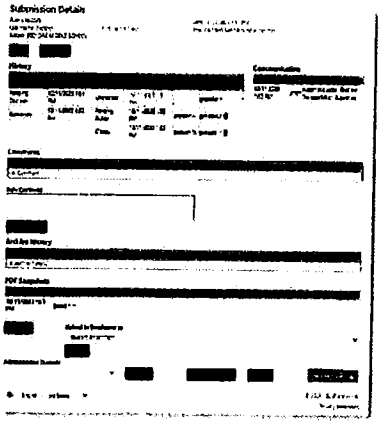


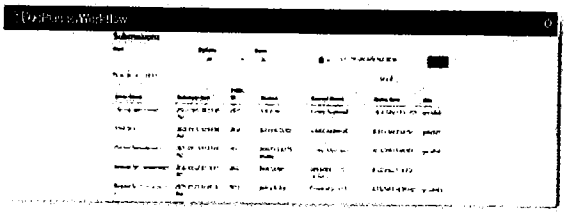




BusPlanner *Workflow* "Online Forms Management Module"

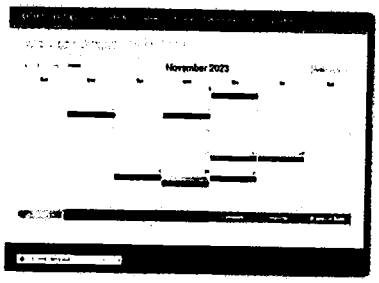
BusPlanner *Workflow* **is a module that operates within the BusPlanner Web portal that streamlines the transportation planning process by automating common requests and processes within your department. This module allows easy input and organization of incident reports, requests from the public, and other key forms and documents via one convenient portal. BusPlanner Workflow provides the facility for transportation planners to work through requests and reports and easily track the workflow of the transportation office.**

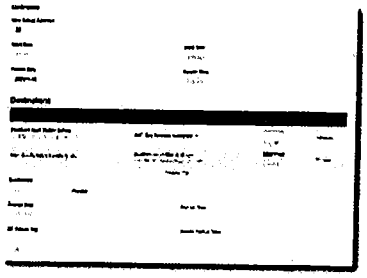




BusPlanner *Trips* (SE) "Field Trip Management"

BusPlanner *Trips* is an online portal that can help your schools effectively book field trips while maintaining the purchasing transparency you require. BusPlanner Trips –



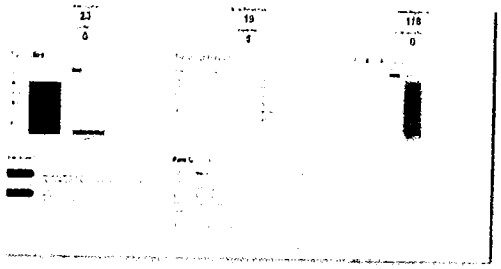


Standard Edition offers a portal for Transportation Professionals to manage field trip requests from schools using their own fleet.

BusPlanner *Fleet* "Fleet Maintenance Software"

BusPlanner *Fleet* is an online fleet maintenance system designed to provide the information and tools necessary to streamline the vehicle maintenance tasks for your fleet. BusPlanner Fleet is mobile friendly for use on tablets so it can be effectively used by shop staff to track work orders, track fuel and parts inventory as well as manage costs.

This application includes key benefits such as:



- Dashboard- real time snapshot of KPI's managers need to keep buses running.
- Work orders- available for various types of vehicle service. Ability to sort and share as needed.
- Fleet maintenance
- Parts inventory- Easily track purchases and usage by vehicle, date, class, etc.
- Fuel usage- conforms to fleets where more than one fuel source or service locations is required.
- Staff work hours- see which jobs staff members complete
- Scheduling- view upcoming and past due maintenance for vehicles.

BusPlanner *Info* "Transportation Information Service"

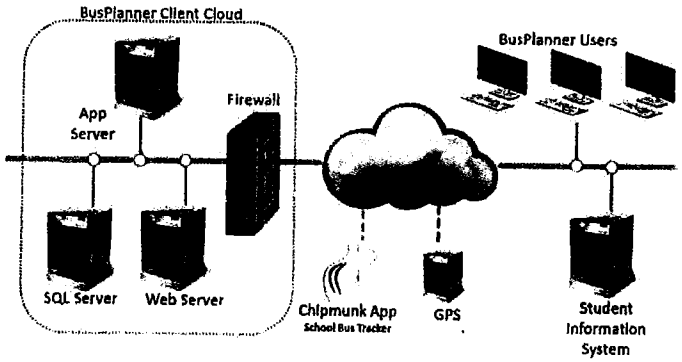
BusPlanner *Info* is a transportation information API designed to offer seamless integration between your BusPlanner data and external applications. Automatic integration with external systems such as student information systems, mobile apps, GPS

systems, or Interactive Voice Response (IVR) technology can be achieved programmatically and securely using BusPlanner *Info.*

BusPlanner SaaS "Cloud Hosting Services"

Some transportation departments opt to have their BusPlanner system without the stress of managing the IT around the system.

With **BusPlanner *SaaS***, BusPlanner hosts the BusPlanner software on our cloud server(s) - located in the **USA** - and it allows you access to the software through an RDP app connection as if it were installed on your desktop. With our hosted model you will have the flexibility to interact with other third-party applications.



When choosing between a self-hosted or **BusPlanner SaaS** network environment the following breakdown can help outline differences. Depending on size and purchased applications, larger clients will have multiple servers.

	[illegible]	[illegible]
Hardware	District owned servers	BusPlanner's cloud managed hardware (IBM Cloud)
OS Licensing	District managed	BusPlanner manages OS licensing
OS Maintenance	District staff manage & update	BusPlanner manages & updates
Data Security	District managed	BusPlanner manages & maintains
Data Backup	District managed	BusPlanner manages & maintains
BusPlanner Environment	District manages the BusPlanner software & environment	BusPlanner manages BusPlanner software & environment
BusPlanner Access	Direct via client server connection	Secure RDP App connection (SSL)
Install on Desktop	BusPlanner Pro/Maps on desktop	Software installed in cloud, accessed via secure RDP

BusPlanner SaaS Security and Privacy FAQ

Where are BusPlanner hosted servers located?

The BusPlanner SaaS solution is hosted within the IBM Cloud infrastructure.
https://www.ibm.com/cloud/security

Will my data be stored in Canada or USA?

BusPlanner understands that data sovereignty is important. For that reason, our hosted service is physically located in the country in which our client resides.

For Canadian clients, hosted cloud facilities are located in Canada (Greater Toronto area).

For American clients, hosted cloud facilities are located in the USA (Greater Washington D.C. area).

How is BusPlanner SaaS accessed by clients?

BusPlanner Pro software is accessed with Microsoft Remote App technology via a secure Remote Desktop Gateway. BusPlanner Web and other web-based products are accessed directly and securely with a browser using https.

Is all student data encrypted both in transit and at rest?

All student data is encrypted at rest, as well as in transit on public networks. In addition, the BusPlanner Web portal forces https encryption for maximum security.

Does the BusPlanner System comply with relevant data protection laws (ex. PIPEDA or FERPA)?

BusPlanner takes great care to ensure that our software complies with relevant government data protection regulations.

What specific security measures are in place to protect against unauthorized access or breaches?

BusPlanner operates and manages the BusPlanner SaaS environment using IT Best Practices.

- The BusPlanner SaaS environment is protected by Security Groups (logical firewalls) within the IBM Cloud. All public inbound ports are blocked, except for those required for the active services.
- BusPlanner ensures that all server and software updates and patches are installed in a timely manner (monthly, in conjunction with Microsoft's update schedule).
- BusPlanner's Managed Detection and Response (MDR) solution analyzes accesses, log data and other activity to detect and protect the SaaS environment.
- Least Privilege - ensures that users/services/programs get only the privileges required.
- Complex passwords – all passwords used have sufficient complexity and length such that they cannot easily be hacked.
- Password expiry – passwords are changed at appropriate intervals to ensure maximum effectiveness.
- Isolation - all SaaS environments are single tenant. Environments are not shared between multiple clients.
- Multi-factor Authentication (MFA) is available within the BusPlanner Suite of products for clients that desire an additional layer of security.

In addition:

- Access to the BusPlanner planning and operations software requires user authentication. This authentication can be provided in the following ways for different modules:
    - Remote App
        - Username and Password (SaaS windows credentials)
        - (optional) Two-factor authentication for Remote App
    - BusPlanner
        - Username and Password (BusPlanner credentials)
        - (optional) BusPlanner authentication can be set to use (SaaS) Windows authentication allowing for the BusPlanner login to be seamless with Remote App login.

Who has access to the student data and how is this access controlled?

The school district drives how all data is accessed and controlled. Although BusPlanner staff can and will help with data administration tasks, the school district has full control over who has access to the data – both internal and external – and what permissions each user is given.

Student information is controlled and accessed based on roles and permissions assigned to users by the school district. All users of the system can only gain access using authorized credentials (Username and Password).

Does BusPlanner have plans and protocols in place to handle security incidents?

BusPlanner has an Incident Response Plan that can be executed in the rare and unlikely event that a security incident may occur.

What is BusPlanner's Backup policy?

BusPlanner's standard operating policy is that full backups with de-duplication are performed nightly for the SaaS environment. The following data and components are included in the backups.

- All transportation databases
- All pertinent website files and folders

Backup data is encrypted, and the key is only known to BusPlanner staff. BusPlanner's data retention policy is 1 year.

Who owns the data stored in BusPlanner?

The school district's transportation data within BusPlanner is completely collected, owned, and updated by the school district. The school district has full rights to the data and dictates who has access to the data, who can create, read, update, and delete data within the planning and operational system components. It is the responsibility of the school district to ensure that all external data licensing and right-to-use agreements are in place.

Is student data shared with any third parties? If so, which parties and for what purposes?

BusPlanner will not use or share any student or transportation data for any purpose without written permission.

For what purposes will student data be used?

The school district's transportation data is used by school district staff for their own purposes within the BusPlanner Suite of products. BusPlanner will not use any student or transportation data for any purpose without written permission.

Victor Canada
500-1400 Blair Towers Place
Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.victorinsurance.ca

Certificate of Insurance

Issued to:	The School Board of Clay County, Florida 814 Walnut St Green Cove Springs FL 32043-2705
	Commercial General Liability Insurance Policy TGL640889
1. Named Insured:	BUSPLANNER INC.; BUSPLANNER USA INC.
2. Insured's Address:	245 BATHURST DR WATERLOO ON N2V 2E4
3. Policy Period:	from 01 July 2024 to 01 July 2026 at 00:01 local time at the insured's address shown above without tacit renewal

4. Limits of Insurance:

Each Occurrence Limit	$5,000,000
Annual Aggregate Limit	$5,000,000
Personal and Advertising Injury	$5,000,000
Medical Payments - per person	$5,000
Medical Payments - per accident	$25,000
Tenants' Legal Liability	$500,000
Non-owned Automobile	$1,000,000

Coverage Includes:

(a) Separation of Insureds, Cross Liability
(b) Contractual Liability
(c) Products-completed Operations
(d) Contingent Employer's Liability

5. Deductibles:

Property Damage	$1,000
Tenants' Legal Liability	$1,000

** All amounts shown in CDN dollars*

6. Insurers:

Aviva Insurance Company of Canada	25.00% *
Temple Insurance Company	20.00%
Everest Insurance Company of Canada	20.00%
Arch Insurance Canada Ltd.	17.50%
XL Reinsurance America Inc.	17.50%

7. Endorsement(s): - Additional Insured With Notice of Termination and/or Reduction of Coverage
The School Board of Clay County, Florida

* Canadian Insurers not graded in AM Best

This certificate provides the above Named Insured with coverage under the aforementioned policy on file with the Insurers subject to the terms and conditions thereof and the above limits of insurance and deductible.

It is further agreed that the Insurers will not cancel or reduce the insurance coverage provided by this policy without undertaking to provide a thirty (30) days prior written notice [or fifteen (15) days for non-payment of premium] to the certificate holder listed above.

The Insurers have duly authorized Victor Insurance Managers Inc. to execute and sign this Certificate of Insurance.



Dated: 22 July 2024

David G. Cook, President
Authorized Representative

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School Board of Clay County

and

BusPlanner USA Inc.

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between:

School Board of Clay County , located at 900 Walnut Street, Green Cove Springs, FL 32043
(the "**Local Education Agency**" or "**LEA**")

And BusPlanner USA Ir located at _____ (the "**Provider**").
Provider Name Street, City, State

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check Box if Required***
   ☑ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
   ☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)
   ☑ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Ethan Caren Title: Business Dev Manag Director of Information Services

Address: 900 Walnut Street, Green Cove Springs, FL 32043

Phone: 904-336-9603 Email: ethan.caren@myoneclay.net

The designated representative for the Provider for this DPA is:

Name: Dale McQuiggin Title: Business Dev Manager

Address: 245 Bathurst Drive, Waterloo, Ontario N2V 2E4

Phone: 866-251-3721 Email: dale.mcquiggin@busplanner.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA, School Board of Clay County

By: Ethan R. Caren Date: 02/05/2024

Printed Name: Ethan Caren Title/Position: Director of Information Services

BusPlanner USA Inc.

Name of Provider

By: Date: January 31, 2024

Printed Name: Dale McQuiggin Title/Position: *Business Dev Manager*

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

    (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
        i. The name and contact information of the reporting LEA subject to this section.
        ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
        iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

BusPlanner - transportation management system

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	☐
	Other application technology meta data-Please specify:	☐
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	☐
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☑
	Place of Birth	☐
	Gender	☑
	Ethnicity or race	☑
	Language information (native, or primary language spoken by student)	☐

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☑
	Student grade level	☑
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☑
	Email	☑
	Phone	☑
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☑
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

Category of Data	Elements	Check if Used by Your System
	Student disability information	☑
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☑
	Email	☐
	Phone	☑
Student Identifiers	Local (School district) ID number	☑
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	☑
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☑
	Student pick up and/or drop off location	☑
	Student bus card ID number	☑
	Other transportation data – Please specify: Run/Route/Stop, Stop Time AM & PM	☑
Other	Please list each additional data element used, stored, or collected by your application:	☐
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

School Board of Clay County Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Categories of data

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Unused or old data is deleted. Upon termination of contract, data is deleted and virtual machine is completely wiped.

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By Date:

4. Signature

Authorized Representative of LEA Date

5. Verification of Disposition of Data

Authorized Representative of Provider Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Clay County District Schools ("Originating LEA") which is dated 31-01-2024 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

dale.mcquiggin@busplanner.com

BusPlanner USA Inc.

Name of Provider

BY: Dale McQuiggin Date: January 31, 2024

Printed Name: Dale McQuiggin Title/Position: Business Development Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between School Board of Clay County (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY:_____ Date:_____

Printed Name:_____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name:_____ Title: _____

Address: _____

Telephone Number:_____ Email:_____

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

Check those that apply	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☑	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for [State]

Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
c) Share, sell, or rent a student's information, including covered information ....

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version n/a

LEA and Provider agree to the following additional terms and modifications:
(This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None." 618-1/4715859.1)

NONE