

**CONTRACT FOR FURNISHING HOME-TO-SCHOOL PUPIL  
TRANSPORTATION, SPECIAL EDUCATION TRANSPORTATION,  
AND OTHER TRANSPORTATION AS REQUIRED**

## TRANSPORTATION SERVICE CONTRACT AGREEMENT

The **Eastside Union School District**, hereinafter referred to as "**District**," and located at 44938 30<sup>th</sup> St. East Lancaster, CA. 93535, and \_\_\_\_\_ the \_\_\_\_\_ Contractor, located at \_\_\_\_\_

hereinafter referred to as "**Contractor**," mutually agree as follows:

### I. - GENERAL PROVISIONS

#### (1) SCOPE OF WORK

The Contractor shall furnish labor, materials and supplies as required to provide the District with transportation services and vehicle maintenance as designated herein, or as may otherwise be authorized by the District. Transportation services include, but may not be limited to, providing home-to-school transportation for regular and special education pupils and other transportation services such as co-curricular trips. Service shall be provided on each school day and such other days as may be requested by the District with some of this service being provided on school buses and some additional service on non-conforming vans. The Contractor shall also provide service for Special Education students during the summer/intersession period.

#### (2) TERM OF CONTRACT AND RENEWAL

The initial term of this Agreement shall be for the three year period beginning July 1, 2023 and ending June 30, 2026. Rates for service shall be adjusted annually beginning July 1, 2026, by the change in the Los Angeles-Anaheim-Riverside Consumer Price Index for All Urban Consumers for the preceding annual period, beginning July 1 through June 30. The District and Contractor agree that if the annual change in the Los Angeles-Anaheim-Riverside Consumer Price Index for All Urban Consumers for the preceding annual period July 1 through June 30 is less than 2 percent, the CPI adjustment to the contract will be 2 percent. If the annual Los Angeles-Anaheim-Riverside Consumer Price Index for All Urban Consumers for the preceding annual period July 1 through June 30 increase is greater than 7 percent the CPI adjustment to the contract will be 7 percent.

This Agreement may be renewed prior to completion of the initial three year term by mutual agreement of the parties hereto as authorized by law.

#### (3) TERMINATION

- The Contractor shall be considered in default and the Agreement subject to termination with thirty (30) calendar days advance written notice at the District's discretion if:
- The Contractor fails to provide services specified by this Contract, or to comply with the requirements of the Contract;
- The Contractor maintains a poor safety record, as determined by the District;
- The Contractor fails to maintain the school buses according to legal vehicle standards, or according to the District vehicle standards described in Section II.B(13) of this Contract;
- The Contractor receives a "UNSATISFACTORY" terminal rating;

- The Contractor fails to maintain office and vehicle repair facilities in a prudent, clean and safe manner;
- The Contractor fails to maintain sufficient drivers to meet the Districts requirements under this Contract.
- The Contractor fails to adhere to the routes and schedules provided by the School District;
- The Contractor fails or refuses to provide required or agreed-upon data or information to the Support Services Manager;
- The Contractor assigns, sells, merges, or transfers its rights, duties or obligations under this agreement without prior written permission of the District; or

In the event of termination under this Section, the District may secure required services from another contractor until completion of the Contract period. If the cost of the replacement service exceeds the cost under this Agreement, the excess cost shall be charged to and collected from the Contractor and/or its sureties.

- The District is not obligated to provide daily school bus service to its students (except severely handicapped/special education students). The District has provided transportation as a service and a privilege to the community it serves. Should the District's Governing Board determine to discontinue this service, it shall notify the Contractor in writing of the decision. Such decision to terminate service and terminate this Contract shall take effect 30 calendar days after the date of written notification. In such a case, termination shall be effected without further costs to the District, and no further responsibilities on the part of the Contractor.

**(4) FACILITIES AND EQUIPMENT**

- The District shall allow the Contractor to use, as consideration in part for executing the terms of the Contract, all school buses owned by the District. The District intends to provide all buses necessary for the Contractor to provide transportation for the duration of this Contract, but the District may also arrange by separate agreement to lease buses owned by the Contractor. The District may also request additional daily trips from the Contractor on buses owned by the Contractor. The Contractor agrees that District-owned buses will be used exclusively for District transportation programs and will be garaged at the District transportation facility ("District Terminal"). The Contractor shall not modify or alter any District property or vehicle without written permission from the Manager of Support Services.
- The District also agrees to provide to the Contractor, as a consideration in part for executing the terms of the contract, the transportation maintenance garage, the bus parking area, and space for an office, restrooms and lounge. With the exception of buses owned by the Eastside Union School District, the transportation facility shall not be used to manage, garage or maintain buses which are not used on District programs without explicit permission from the District.

In the event the District grants permission for the Contractor to manage, maintain or house non-District owned vehicles in the District facility, the cost will be \$200 per vehicle per month for maintenance or \$400 per month for management, maintenance and parking. These rates

will be increased annually by the Greater Los Angeles Consumer Price Index. The District may revoke its permission for the Contractor to use the facility for non-District related use without cause with 30 calendar days written notice. These facility use rates will not apply to Eastside Union School District buses or for management of their operation. The District shall retain priority rights to utilize hydraulic hoists for maintenance of utility vehicles.

- The District shall provide to the Contractor, as a consideration in part for executing the terms of the Contract, existing large tools and special equipment. Such tools and equipment will be specified at the initiation of the Contract and will be maintained on the premises during the Contract term and returned by the Contractor at the conclusion of the Contract in like condition, normal wear and tear excepted. Two-way vehicle radios will be provided and maintained by the District at District expense, shall remain in District vehicles during the Contract, and shall be returned by the Contractor at the conclusion of the Contract in good working condition. Two-way radio transmission facilities will also be provided and maintained at District expense.

**(5) INTERFACE WITH DISTRICT**

- The Support Services Manager shall be the Contract Administrator and the liaison with the Contractor. The Support Services Manager shall communicate service, safety, and cost effectiveness concerns to the Contractor, positive as well as negative.
- The Support Services Manager shall specify and schedule all school bus routes, approve necessary changes in the same, monitor vehicle repair invoices, fuel consumption, state report data, and be available to parents, school-site staff, and Contractor staff, regarding the safety and service of the pupil transportation program.
- As Contract Administrator and the liaison to the Contractor, the Support Services Manager is the person to whom the Contractor shall report all concerns, problems, information and data as required by this Contract, as requested by the District, or as judged necessary by the District.

**(6) TRANSPORTATION CHARGES**

Charges to the District for home-to-school transportation service shall be based upon the bid price schedules submitted by the Contractor. Charges shall only be made for service on school days and "dry run" days or other days specifically authorized by the District.

Charges for home-to-school service and for co-curricular trips shall be based upon the separate price schedules submitted by the Contractor for each type of service.

**(7) INVOICING AND PAYMENT**

- The Contractor shall submit weekly invoices for services provided hereunder, and such invoices shall be submitted no later than five working days after the last date of service for the invoice period. The District shall pay the Contractor for services provided hereunder on a monthly basis. Payment shall be made within thirty (30) calendar days of receipt of a properly documented invoice. Payment shall be adjusted by any liquidated damage assessments as provided for elsewhere within this Contract.
- A properly documented invoice must be supported by "Daily Bus Reports" (DBRs). A DBR is a driver report of mileage, departure and arrival times. If separate buses completed different parts of a single District-defined route, DBRs for each route must be

organized, prepared and submitted for each District-defined route each day. DBRs should be received with each week's home to school invoice. If the DBR claims more hours than the District's standard route times allow, the excess will not be paid unless the excess time is approved by the Support Services Manager as beyond the Contractor's and Driver's control. Invoices shall summarize home-to-school DBRs for each route during each day of the invoice period, as well as bus time reports for any co-curricular transportation provided during the invoice period.

- The Base rate and over-hours on for home to school routes shall be calculated daily on a cumulative basis and charged accordingly.
- Pre-trip forms supplied by the Contractor shall be completed by each Contractor Driver for each bus operated that day, whether on route or on trips. Pre-trip forms shall be checked for accuracy by the Contractor.
- Verification of trip rules, trip evaluation forms and a pre-trip form supplied by the District shall be completed by each driver employed by the Contractor driving a trip and shall be submitted with the trip billing, attached to each trip sheet. All Contractor forms must be approved for use by the Support Services Manager for use.
- Local trips and shuttles that can be run in combination with a home to school route shall be operated in conjunction with a route and the trip time charged as hours over the home to school base rate.

#### **(8) SUBCONTRACTS WITH OTHER CONTRACTORS**

The Contractor may subcontract with other qualified transportation firms to provide a portion of the transportation service required hereunder only with prior and continuous approval from the Support Services Manager on each occasion that a subcontractor is to be used. If a Contractor proposes subcontracting, a current California Highway Patrol rating report dated within one calendar year, a fingerprinting certification and a certificate of insurance evidencing \$10 million of liability coverage must be provided for each subcontractor. The Contractor shall be responsible for all Contract activities, whether the Contractor or the subcontractor performs them, including but not limited to, monitoring of adherence to routing and scheduling requirements, safety programs, driver education, reporting requirements, insurance requirements, invoice preparation, and payments to subcontractors. The Contractor is expressly responsible for all facets of the operations and performance of any subcontractors. The Contractor and subcontractor shall hold harmless and indemnify the District, Governing Board, Superintendent, Employees and Agents against all claims and resulting from any subcontractors operations.

All subcontractors utilized by the Contractor must be rated "Satisfactory" on their latest California Highway Patrol rating report.

All subcontractors are subject to approval at every occurrence by the Support Services Manager and the Contractor shall discontinue use of any subcontractor immediately upon receiving written/verbal notice of disapproval from the Support Services Manager without cause.

#### **(9) ASSIGNMENT OF CONTRACT**

The Contractor shall not assign or transfer its rights, burdens, duties, or obligations under this Agreement without prior written permission of the District.

**(10) INDEPENDENT CONTRACTOR**

While performing services hereunder, Contractor is an independent Contractor and not an officer, agent, or employee of the District. Contractor employees, expressly including but not limited to drivers, are employees of the Contractor, and are not employees of the District.

**(11) CONTRACT INTERPRETATION**

Should any questions arise as to the meaning and intent of the Contract which cannot be settled within thirty (30) calendar days, the matter shall be submitted to a person selected by the Contractor and the District for resolution. The opinion of the impartial advisory Mediator shall be rendered within twenty (20) calendar days from the date of submission. The opinion must be approved by the District Governing Board. The parties shall bear equally the cost of an independent Mediator, the Support Services Manager shall provide a list of three mediators, one of whom shall be selected by Contractor.

**(12) COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to terminate any Contract that may be entered into with the Contractor and, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

**(13) DEFINITIONS**

The term "School District" or "District" as used in this Contract shall be construed to include the Eastside Union School District Governing Board, and all officers, agents and employees of the Board and Superintendent.

References to the District's transportation facility or "District Terminal" refer to the District's facility located at 6742 E. ave H Lancaster, Ca. 93535

**(14) NOTICES**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered. Notices shall be sent to Eastside Union School District, Ms. Michelle Quirce, Support Services Manager, and Jo Anne Downen, Chief Financial Officer, 44938 30th St. East Lancaster, CA. 93535

Notices to the Contractor shall be addressed to:

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## **(15) INCORPORATION BY REFERENCE**

The Bid Proposal submitted by the Contractor, the Notice to Contractors Calling for Bid Proposals, Introduction and Background Information, the Information for Proposers Package, the completed Bid Form, the completed Proposal Questionnaire, Current Standard Route Times, School Bus, Tool, Property and Facility Inventory, Agreement for Use of Buses and Property, the Worker's Compensation and Insurance Certificates, the "District Monitoring Program Statement," and the "Screening Service Input Statement" are each and all hereby incorporated into this Contract between the District and the Contractor.

## **(16) NON-DISCRIMINATION**

The Contractor shall not discriminate against any prospective or active employee because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, or marital status. The Contractor agrees to comply with applicable Federal and California Laws including, but not limited to, the California Fair Employment Practices Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

## **II - CONTRACTOR OBLIGATIONS**

### **A. GENERAL REQUIREMENTS**

#### **(1) PERFORMANCE BOND**

Within ten (10) days prior to the execution of the Contract, the successful bidder will be required to post a performance bond in the form set forth in the Contract Documents. All bonds must be executed by an admitted surety licensed to do business in the State of California. The surety-underwriting limit must be in the amount of 100% of the bid price for the term of the contract.

Pursuant to California Public Contract Code Section 22300, the Contract will contain provisions permitting the successful bidder to substitute eligible securities for any monies withheld by the Owner to ensure performance under the Contract. Contractor will bear all costs related to the substitution of securities.

#### **(2) PERMITS AND LICENSES**

The Contractor shall secure and maintain in force such licenses and permits as are required by law for furnishing the service herein specified and shall comply with and observe all provisions of state law, including but not limited to provisions of: the California Vehicle Code; the Education Code; and directives and regulations of the State Board of Education, the Office of the County Superintendent of Schools, the Office of the District Superintendent of Schools, and any other governmental agency, relative to the transportation of pupils.

#### **(3) INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance hereunder and that results from the work or activities Contractor, its employees, agents, consultants, subcontractors, representatives, or assigns.

Contractor shall furnish evidence thereof to the District not less than thirty (30) days before new or renewed coverage is required. Such evidence shall be in the form of a certificate of insurance issued to the District, and shall include a minimum sixty (60) calendar days notification to certificate holders of cancellation or change in the policy

Contractor shall maintain such the following coverage:

- Public Liability Insurance – Contractor shall maintain such public liability insurance as will protect the Contractor from any claims for damages for personal property, bodily injury, including death, and damage to property, which may rise from operations under the Agreement with the District. Such liability insurance shall:
- Be maintained in the amount of Twenty-Five Million Dollars (\$25,000,000), combined single limit
- Name as additional insureds: the District, the District's Governing Board, Superintendent, and all officers, officials, employees, representatives, consultants, volunteers, and agents of the District;
- The bodily injury portion shall include coverage for injury, sickness, disease, and death arising directly or indirectly out of or in connection with the performance of this Contract.
- The personal injury coverage shall include coverage for all damages from injury to or destruction of property of others arising or indirectly out of, or in connection with, the performance of this Contract.
- Included in such insurance shall be a blanket contract coverage sufficiently broad to insure as described in Section II.A(4), entitled "HOLD HARMLESS AGREEMENT" of this Contract.
- Automobile Liability Insurance – Contractor shall maintain for the period of this Contract full automobile liability insurance coverage with limits of not less than \$5,000,000 per accident for bodily injury and property damage.
- Workers' Compensation and Employer's Liability Insurance with limits not less than statutory limits for worker's compensation coverage and \$1,000,000 for each accident, each disease (policy limit), and each disease (each employee). This insurance shall be in strict accordance with the requirements of the most current and applicable state worker's compensation insurance laws.

If Contractor maintains higher limits than the minimums shown above, the District shall be entitled to coverage for the higher limits maintained by Contractor. For any claims arising in connection with this Contract, Contractor's insurance shall be primary insurance as respects the District, the District's Governing Board, Superintendent, officers, officials, employees, representatives, consultants, volunteers, and agents. Any insurance or self-insurance maintained by the District or its Governing Board, Superintendent, officers, officials, employees, representatives, consultants, volunteers, and agents, shall be excess of the Contractor's insurance and shall not contribute with it. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance coverage, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to the District, on behalf of any insurer providing coverage hereunder, a waiver of any right to subrogation which any such insurer of



said Contractor may acquire against the District by virtue of the payment of any loss under such insurance.

The District reserves the right to withhold payments to Contractor in the event of material noncompliance with insurance requirements.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+(VIII) unless otherwise acceptable to the District.

Any deductibles or self-insured retention must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, the District's Governing Board, Superintendent, officers, officials, employees, representatives, consultants, volunteers, and agents; or Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **(4) HOLD HARMLESS AGREEMENT**

The Contractor shall hold harmless, defend, and indemnify the District, and its Governing Board, Superintendent, officers, officials, employees, representatives, consultants, volunteers, and agents, from and against all claims, damages, losses, and expenses including attorneys fees and litigation expenses arising out of the performance of this Contract and services provided thereunder, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed or contracted by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District. The obligations set forth in this Section II (A)(4) shall be construed as requiring that Contractor be responsible for its own negligence and willful misconduct and for the negligence and willful misconduct of its subcontractors, representatives and anyone directly or indirectly employed by or contracted with Contractor. Said indemnification shall extend to, but is not limited to or by: (i) any injury to person or property sustained by the Contractor or any person, firm, or corporation employed directly or indirectly by him upon or in connection with his performance under the Contract, however caused; (ii) any injury to person or property sustained by any person, firm, corporation, or entity, caused by any act, neglect, default, or omission of the Contractor, or its employees, agents, representatives, or subcontractors; (iii) any injury to person or property sustained or by any person, firm, corporation, or entity directly or indirectly employed by Contractor upon or in connection with Contractor's performance under the Contract; (iv) any action brought against the District, or its Governing Board, Superintendent, officers, officials, employees, representatives, consultants, volunteers, and agents, by any person, employee, firm, corporation, or entity employed directly or indirectly by Contractor, upon or in connection with the Contractor's performance under this Contract.

With respect to the indemnification set forth herein, the Contractor shall, at its own expense and risk, defend any legal proceeding that may be brought against the District, or its Governing Board, Superintendent, officers, officials, employees, representatives, consultants, volunteers, and agents, and shall, at its own expense, pay and satisfy any judgment that may be rendered against the District, or its Governing Board, Superintendent, officers, officials, employees, representatives, consultants, volunteers, and agents, as it pertains to the Contractor's performance

or failure to perform this Contract or the providing of services hereunder.

**(5) FORCE MAJEURE**

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by acts of God, loss of transportation facilities, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the Support Services Manager.

**(6) SAFETY PROGRAM**

Safety is a paramount concern of the District. In recognition of this priority, the Contractor shall plan and implement a comprehensive safety program and shall provide a State Certified School Bus Driver Instructor to conduct the program. Said program shall include, but not be limited to, regularly scheduled safety meetings for drivers. Failure of drivers to attend these meetings, without reasonable cause, shall subject such drivers to suspension. The agendas of the meetings and attendance records shall be available for inspection by the District upon request. As provided in Section II.B.(7).(b).(4) of this Contract;

- The District, at its option, may submit curriculum material which must be included in the safety meetings;
- and**
- This requirement is an independent criteria for driver eligibility to transport District pupils.

**(7) RECORDKEEPING AND REPORTING REQUIREMENTS**

The Contractor shall maintain daily records indicating route numbers, bus numbers, drivers' names, the number of students transported to each school site, the number of miles and hours driven, and the program to which the pupils are assigned. Records shall be maintained in an orderly fashion during the current fiscal year and for a period of three months after the end of any fiscal year.

The Contractor shall maintain records which include documentation of all driver, management and support staff compliance with all legal requirements and with all standards and requirements set out within this Contract, including, but not limited to, those in Section II.B.(7).

The Contractor shall maintain records which include documentation of compliance, of both all District-owned vehicles and all Contractor-owned vehicles used to transport District pupils, with all legal requirements and with all standards and requirements set out in this Contract, especially, but not exclusively those in Section II.B.(13).

The Contractor shall maintain and regularly submit to the District such records as are necessary to permit the District to conduct 1) such monitoring activity as is provided for in the "District Monitoring Program Statement," and 2) such screening activity as is provided for in the "Service Input Screening Statement."

The Support Services Manager may at any time request the Contractor maintain additional records necessary to satisfy the monitoring and service input screening methods outlined in the District Monitoring Program Statement and Service Input Screening Statements or for any other reason determined by the District.

In addition, the Contractor shall maintain a file of the following reports:

- Weekly summary of all late or missed trips which includes the cause of the problem and corrective action taken;
- Copies of all California Highway Patrol, California Department of Transportation and Federal Department of Transportation Vehicle inspection reports on buses;
- Accident and incident reports completed by Contractor management and by drivers, and any accident reports obtained from the California Highway Patrol or from any other law enforcement agencies;
- Copies of all training logs and records documenting bus driver training and driver certifications; and
- All other Contractor reports necessary for District auditing requirements.

All above-noted records shall be made available by the Contractor to the District for review and audit immediately upon request.

## **B. OPERATIONAL REQUIREMENTS**

### **(1) PURCHASE OF FUEL, SERVICES AND SUPPLIES**

- **District Purchase of Fuel**

The School District will purchase all necessary motor fuels for District-owned vehicles and pay for the fuels on its own account.

- **District Payment for Radio Repair and Maintenance**

The District at its own expense shall arrange and pay for repair, maintenance, procurement, and installation of two-way radios on school buses and in the dispatcher's office, and likewise shall arrange and pay for base station and related repairs and maintenance. REPAIR COSTS FOR DAMAGE CAUSED AS A RESULT OF CONTRACTOR NEGLIGENCE WILL BE BILLED TO THE CONTRACTOR.

**The Contractor will be responsible for the repair cost of any damage to District facilities caused by Contractor employees, activities or vendors for lack of proper care of District property or equipment.**

### **(2) ACCOUNTING SUMMARY REPORT**

The Contractor shall complete a weekly accounting summary report provided by the School District. This report summarizes routes by distance and time, by size and type of vehicle, by school, by day, and also displays additional bus assignments requested by the School District and penalties assessed by the School District.

### **(3) ROUTING, SCHEDULING, NUMBER OF BUSES, AND NUMBER OF DRIVERS**

- **Provision of Routes and Schedules** - Each school year, the Contractor shall provide the District with routes and stops at least seven (10) working days prior to the first day the pupils are to be transported. The route sheets shall include: the order of bus stop pickup or delivery; the school and program to which pupils are assigned; the school arrival and departure times of buses assigned; the size and type of equipment; the vehicle assigned to

the route; and an indication of whether or not pupils require special handling and/or equipment. Contractor shall implement the established routes. The routes established by the Contractor can only be altered if the Contractor and the Support Services Manager agree.

- Provision of Sufficient Buses and Drivers - The Contractor shall provide to the District a sufficient number of drivers to serve the routes, schedules and trips provided by the District according to subsection (a) above. Similarly, the Contractor must maintain a sufficient number of District buses in good repair, or bear any additional costs the District incurs in obtaining comparable service. The Support Services Manager shall have authority to determine the actual numbers of buses and drivers to be required, and shall do so in accordance with Sections II.B.(7).(e).(1) and II.B.(13).(d) of this Contract. All non-conforming routes must be driven by certified School Bus Drivers. The Contractor shall not utilize any Contractor owned for any District service that is greater than 15 years old. **The District shall not be required to pay for any service not specifically authorized by the District. It is understood the Contractor agrees these time parameters are desirable and necessary.**
- Students shall not arrive at their assigned schools earlier than twenty (20) minutes nor later than ten (10) minutes prior to the start of their classes. All students must be picked up at the dismissal time unless otherwise approved in writing by the District.
- If at any time during the term of this Contract, it is determined that the routes/schedules, service levels or safety may be improved by a revision of the routing/schedules, scheduling or bus assignments, the District shall plan and institute such changes. The Contractor **MUST** operate with maximum efficiency and **MAY** not operate buses that are not necessary to operate.
- Individual school start and close times are subject to modification at the sole discretion of the District. The District will make every effort to give the Contractor appropriate notice.
- The Contractor shall notify the District and the school(s) of all route/schedule delays immediately by telephone. A daily written log of delays and reasons for the delay shall be available to the District each day. Failure to notify the District or school(s) may result in liquidated damages of one hundred dollars **\$ 300.00 per occurrence**. If students are missed as a result of driver negligence, the Contractor agrees at its own expense, to pick up and deliver missed students in a timely manner.
- Any economies achieved by the Contractor due to changes in bus route/scheduling or assignments shall be afforded the District.
- Increased or decreased bus capacities or services necessitated by program funding or population changes will only be authorized by the District.

#### **(4) DRY RUNS AND DRIVER ORIENTATION**

Dry runs will be conducted on or about August 1st of each year the Agreement is in effect. All routes will be run as though it were the first day of school. A driver orientation will be conducted for all drivers who will be assigned to perform services for the School District. The driver orientation shall include, but will not be limited to, pupil management, handicapped sensitivity, dealing with parents, relationships with the school and the general public, discipline

on the school bus, diversity and other pertinent information. The cost of said dry runs and driver orientation shall be paid for by the District at the daily base charge.

**(5) CHANGES IN ESTABLISHED ROUTES/PICKUPS**

Changes to established routes/pickups shall be agreed upon by the Contractor and by the Support Services Manager and implementation shall be required as follows:

- **Definitions:**

**Route:** the complete daily assignment of a single bus, made up of one or several runs;

**Run:** the picking up of pupils at their home or bus stops and delivering them to the school, or the picking up of pupils at their schools and returning them to their home or bus stops, or a co-curricular trip. For example, a single bus may make several runs in conveying students to and from school during the course of a day. These several runs comprise a single route.

- **Deletion of Service** - Suspension or deletion of service for a pupil shall be implemented as directed by the Support Services Manager.
- **Addition of Pupils (New Stop)** - Contractor shall add a pupil to a bus route immediately following receipt of the route change from the District Transportation Director, but in no case shall the pupil be added later than one (1) working day after receipt of the route change.
- **Addition of Pupils (Established Stops)** - When a pupil is added or deleted at an established bus stop, the change shall be implemented immediately.
- **New Routes (District Buses)** - Contractor shall immediately implement new routes required after receipt of the route(s) from the Support Services Manager.

**(6) UNSCHEDULED SCHOOL CLOSING**

The School District shall not be obligated to pay for any services hereunder on those days when the schools and classes of the School District are closed to ensure the health and safety of pupils, or for any other lawful reason, provided that the School District has notified Contractor by 5 A.M. of the day schools are to be closed.

**(7) CONTRACTOR PERSONNEL**

**Philosophy** - It is the District's intent to provide high quality transportation service and to ensure the safety and comfort of the District's pupils. Toward that end, the Contractor hereby recognizes and agrees to uphold the following general standards for personnel.

For the protection of pupils, drivers and other persons who have contact with the pupils and their families must be of stable personality and high moral character.

The Contractor shall allow no person to drive a school bus

if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall Contractor allow any person to drive a school bus who is not, at any time, in a condition of mental and emotional stability.

The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school buses or in the workplace.

In an effort to fulfill these goals and philosophies, the Contractor shall develop and implement a pre-employment interview/screening program for all candidates for employment in driving a school bus. The screening program shall be designed to assist the Contractor in determining the

candidates' suitability for work with school pupils in the transportation setting. The program shall also seek to identify those candidates who may be suitable for assignment to handicapped transportation services.

#### **School Bus Driver Requirements**

- License - All drivers employed by the Contractor to provide service to the School District must have and maintain a valid California Class B-P license, required California School Bus Driver Certificate of the appropriate class, DL-51 Medical Certificate and an American Red Cross First Aide Card.
- Health Requirements - Each school bus driver employed by the Contractor shall be in good health to ensure that good service is provided to the District. In compliance with Health and Safety Code Sections 121475 *et seq* Every driver, whether permanent, temporary, or substitute, prior to driving in the District, shall have a tuberculosis examination consisting of an approved intradermal tuberculin skin test, which, if positive, is to be followed by an x-ray of the lungs. Repeat examinations shall be required every four (4) years. In compliance with the Motor Carrier Safety Regulations (Title 49, Sections 391.41 through 391.49 of the Code of Federal Regulations), every driver, whether permanent, temporary or substitute, prior to driving in the District shall submit to the Contractor a completed Medical Examiner's Certificate.
- Age - Every person employed by the Contractor, whether permanent, temporary or substitute, must be at least 21 years of age.
- Training - Before a driver shall transport any District pupil; the driver, whether permanent, temporary or substitute shall have completed at least the following training:
- Such initial training as is legally required and sufficient to obtain a School Bus Driver's Certificate; Whenever possible, at least two four hour training sessions conducted by the District concerning a District orientation, pupil management, and District disciplinary standards and procedures. These training sessions shall be completed prior to the driver's permanent assignment to the District Terminal;
- Such training as is needed to ensure proficiency in operating the type of bus, brake system, or transmission to which the driver will be assigned;
- Such specialized training as is necessary to prepare the driver to transport handicapped pupils if the driver will be assigned to a special education or handicapped transportation route.

In order to continue driving at the District Terminal, every driver, whether permanent, temporary or substitute, must each year complete at least the following training:

At least three training sessions of not less than one hour each covering safety practices and procedures (The School District may also conduct special training sessions at one or more of the Contractor's regularly scheduled safety meetings or may provide Contractor with curriculum materials required for Contractor to provide the special training). The Contractor is required to offer these sessions by Contract Section II.A.(6);

Four hours mandatory retraining behind the wheel shall be assigned by the Contractor after any preventable accident or incident; and the driver shall not be allowed to drive any District vehicle or route until the training is completed and written documentation is accepted by the Support

Services Manager. The determination of whether an accident or incident was preventable shall be made by the Support Services Manager

Such In-Service Training as is legally required annually to maintain the validity of the School Bus Driver's Certificate (a valid and up-to-date T-01 training card must be maintained as evidence of compliance with this requirement).

All of the above specified types of training, and other types, (except Initial Training and mandatory retraining), may be applied toward the annual In-Service Training requirement.

The Contractor shall pay drivers their usual wages for hours spent receiving In-Service Training and for all other duties, though this training or other work shall be conducted at no cost to the District.

- Drug Testing - The Contractor shall conduct or cause to be conducted tests acceptable to the District which are designed to determine the presence of illegal drugs, controlled substances, and the presence of alcohol. Such tests shall be conducted upon:
  - All permanent, temporary, or substitute employees including management staff, and mechanics, as well as drivers, before the employee first begins work in District Terminal;
  - Any trainee who will drive a District vehicle (test results must be obtained before the trainee drives the vehicle);
  - Any person (whether that person is a permanent, temporary or substitute employee, or a trainee of the Contractor) involved in any accident, regardless of fault while driving a District vehicle or transporting District pupils;
  - Any employee who has a work-related injury; Any person whom the Contractor or the Support Services Manager has reasonable cause to believe has reported to work or is at work or is on District property while under the influence of drugs or alcohol.
- The Contractor must release the results of each of these tests to the District's Support Services Manager before the driver, trainee, or other person may begin or resume employment or drive District vehicles or transport District pupils. If a test result indicates the presence of an illegal drug, a controlled substance or the influence of alcohol any Contractor employee or trainee shall be ineligible to provide service to the District in capacity or position. Contractor employees or trainees shall be suspended until drug test results are received, with the exception of testing done as part of a random drug testing program.

A trainee or employee shall be removed from service, at the District Terminal under the following circumstances:

- If a trainee or employee refuses to submit to a drug test in one of the above-described situations;
- If a trainee or employee possesses, consumes, sells, or dispenses alcoholic beverages, illegal drugs, or controlled substances on District property, or during the course of providing transportation services to the District; If a trainee or employee violates the drug, controlled substances, or alcoholic beverage laws during the course of providing transportation services to the District; or
- If a trainee or employee violates the drug, controlled substances, or alcoholic beverage laws at any time, if doing so adversely affects the District, its pupils, or its property.

- Data for Background Checks - The Contractor shall present fingerprint results for all new permanent, temporary or substitute employees to the Support Services Manager before the employee will be permitted to provide service under this contract. The Contractor shall present all current and future permanent, temporary and substitute employees to the Support Services Manager for recording of fingerprint patterns annually. Fingerprint patterns will be used for criminal background checks.
- Uniforms and Badges - No later than five (5) calendar days after beginning service at the District Terminal, each driver shall wear an identifying badge. Contractor employees will adhere to the Contractor's dress code. Contractor will provide the Support Services Manager with a dress code policy. The Contractor shall insure employees do not use their identification inappropriately and shall collect identification badges from employees who separate from the company.

**(c) Management and Support Staff Requirements**

- Terminal Manager - The Contractor shall assign a full-time administrator to this Contract who shall be available on site on all days that school is in session. This person shall be stationed at the District Terminal, and shall serve as the Contractor's representative to the School District. He/She shall also work closely with the Support Services Manager and appropriate school site personnel as directed by the Support Services Manager. The Terminal Manager will not have responsibilities outside the Eastside Union School District location. The Terminal Manager shall be paid a minimum of \$65,000, excluding Contractor offered benefits programs. The Terminal Manager will be required to maintain a valid school bus drivers certificate.
- The Fleet Maintenance Manager may be calculated as one-half position when calculating the mechanic to bus ratio. Fleet Maintenance Personnel may not be utilized to drive routes or trips.
- **Authority to Approve, to Reject, and to Require Removal From District Service of Terminal Drivers, Management and Support Staff –**  
The District recognizes that Terminal Drivers, Management and Support Staff are not District employees, but the District reserves the right to approve or reject for District service any and all new, proposed or existing Contractor staff at any time during the duration of this Contract; without cause. Further, the Contractor shall immediately remove from service any employee, whether permanent, temporary or substitute, upon direction from the Support Services Manager. All Contractor employees serving under this Agreement will be subject to continuous approval by the District and the Contractor shall not offer employment to any person for the positions listed in this section without the prior approval of the Support Services Manager. The Support Services Manager, may immediately remove a Contractor employee (temporarily or permanently) from any portion of the District service, without cause.
- **Driver Management Requirements**  
Number of Drivers - The Contractor shall employ a number of drivers that is sufficient to ensure enough drivers are available to drive buses and non-conforming vans on all home-to-school routes and on the number of co-curricular trips described in Contract



Section II.B.(11).(b). This Contractor responsibility shall continue notwithstanding the District's exercise of its rights within subsection (d) "Authority to Approve, Reject, and to Require Removal from District Service of Terminal Drivers, Management and Support Staff." The sufficient number shall be determined by the Support Services Manager according to the following formula:

- The number of home to school routes plus 10% cover driver ratio.
- The sum of the number of District routes and the number of co-curricular trips provided for in Section II.B.(11).(b).
- In the event the Contractor does not have sufficient drivers or buses in service to cover District routes or trips according to the formula in this section, the District may sublet out any uncovered routes or trips and reduce the cost of the sublet routes or trips from the Contractor's next invoice for service.
- The Contractor is not authorized to combine, split or eliminate any routes, runs or trips without written authorization from the Support Services Manager.
- Practice Routes - Before any driver, whether permanent, temporary or substitute, shall be permitted to transport District pupils, the Contractor shall ensure that the driver has ridden over the entire route at least once in the company of another driver familiar with the route and with the stops along the route. This "practice run" may take place as the driver familiar with the route actually transports pupils from home-to-school, or it may take place while no pupils are on board. These practice routes are distinct from dry runs provided for in Section II.B.(4) since they are required only of drivers who begin a new route at some time other than the beginning of the academic year. Each driver shall be responsible to maintain an accurate routing for their assignment in dispatch at all times.
- Changes in Assignments - Drivers shall be permanently assigned to the same bus and route whenever possible. When a route becomes vacant, the Contractor shall keep the same cover driver on the route until a permanent replacement is assigned the route. Route and cover drivers will not be taken off their route assignment to drive trips or cover other assignments.
- Special Requirements - When a route requires transportation of pupils with special needs (such as handicapped pupils who must be lifted in and out of vehicles), or when a bus requires any special expertise to operate (such as is needed to operate a bus with a manual transmission, a bus with certain types of brakes, or a transit-type bus), all drivers, whether permanent, temporary, or substitute, who will transport those pupils or operate those buses shall first complete special training relevant to those special requirements, as determined by the Support Services Manager. The Support Services Manager may also choose to establish and require compliance with other requirements which are rationally related to the special services to be performed. For example, the Support Services Manager may require that all personnel who will have to lift handicapped children in and out of vehicles be physically capable of performing the required lifting.
- Driver Participation - At no cost to the District, the Contractor shall make all drivers assigned to the District Terminal available to District personnel for at least two three-hour session per academic semester in addition to driver training programs.

The purpose of these sessions is to solicit driver suggestions and evaluation of:

- The Contractor's driver incentive and discipline policies and practices;
- Student discipline policies and practices; and
- Other driver and District concerns..

### **SCHOOL BUS AIDES**

The District may employ and assign aides to Special Education buses, or to other buses at its discretion. When necessary, the District may require the Contractor to provide a substitute aide when a District aide is unavailable.

### **ACCIDENT REPORTS**

All accidents/incidents involving School District pupils, personnel, and equipment shall be verbally reported to the Support Services Manager immediately. A written report will be submitted to the District Support Service Manager by the end of that business day. The Contractor will supply the Support Services Manager with a copy of any related Police or CHP reports immediately when they become available.

### **DISCIPLINE ON SCHOOL BUS**

The School Bus Driver is responsible for rider discipline on the school bus as specified in Section 14103 of Title 5 of the California Code of Regulations. The Contractor shall provide for regular reporting to the District of incidents of misconduct on the bus and corrective action taken. No pupil will be suspended from a school bus without the prior written/verbal permission of the Support Services Manager. Every driver shall at all times adhere to the District's established student discipline policies.

### **(11) CO-CURRICULAR TRIPS**

- Definition of Co-curricular Trips Which Conflict with Home-to-School Service - A co-curricular trip (for special activities related to school, for sports events, or for other District-approved activities) shall be defined to conflict with home-to-school service if:
- The trip requires travel at times during which all suitable District-owned buses are performing home-to-school routes; and/or
- The trip lasts so late at night that a driver could not perform regular home-to-school service and the trip without exceeding the legal maximum of 16 hours on duty; and/or
- The trip lasts so late at night that a driver could not spend the legally-required minimum 8 hour uninterrupted period off duty before starting a home-to-school route the next day.
- Number of Trips - The Contractor shall, upon notification by the Support Services Manager, provide drivers for at least the number of co-curricular trips conflicting with home-to-school service which can be served by:
- The number of District-owned buses/non conforming vans, minus the number of buses/non conforming vans on regularly scheduled home-to-school routes plus a 10% spare factor (based upon the number of routes), rounded down to the next whole number. (Only ninety percent (90%) of District route buses/non conforming vans are assumed to be in service on route at any given time because a number of buses can be expected to be out-of-service for inspections and repairs.) The Contractor may be required to operate additional conflicting trips on any given day if multiple conflicting trips can be feasibly run on one bus.

- In addition to the number of trips determined by the above formula, the Contractor shall, upon request by the Support Services Manager, provide drivers for all co-curricular trips which do not conflict with home-to-school services.
- Co-curricular trips which do not conflict with home-to-school service and which can be coordinated with a home-to-school run shall be billed on the trip billing (as a split trip) as excess hours over the home to school base rate.
- If more than ten percent (10%) of District route buses are out-of-service, the Contractor may, at the District's discretion, be required to provide buses, or bear any additional cost of subcontracting for buses, in sufficient number to serve regular home-to-school routes and/or the above-described number of co-curricular trips each day of the Contract's duration.

The District is not at any time obligated to request co-curricular transportation services of the Contractor, nor to pay for services not received, with the sole exception of the cancellation penalty provided for in subsection (d) below.

- Right to Contract Separately - If the District owns too few buses to serve the District's needs for co-curricular transportation, or if the District determines that District-owned buses are not suitable for any given co-curricular trip, or for any other reason deemed appropriate by the District, the District may, at its discretion, contract separately with other vendors for these services.
- Option to Cancel - The District shall have the option to cancel any scheduled field trip upon the District's notification to the Contractor at least two hours prior to the time of the first scheduled pupil pickup. The District agrees to pay a \$100.00 penalty charge for field trip cancellations in which a two (2) hour notice has not been given. There will be no cancellation fee if the trip was to be run in conjunction with another route or trip.
- The District may at their discretion book additional conflicting trips to the Contractor that can not be run on District buses. The Contractor shall be responsible to operate these trips at the rate bid for a Contractor bus for trips.

#### **LIQUIDATED DAMAGES**

In order to recover losses it suffers (which may be immeasurable) and to discourage poor performance, the District may assess liquidated damages. Damages should be assessed as follows:

- Each home to school run or route (as defined in Section II.B.(5)) or any trip operated by the Contractor which departs earlier than scheduled to any degree or which is over fifteen minutes late, shall be subject to the assessment of One Hundred Fifty Dollars (\$300.00) liquidated damages. Home to School runs or routes operated during which one or more stops are missed entirely shall be subject to the assessment of One Hundred Fifty Dollars (\$300.00) liquidated damages. No bus route shall be assessed more than Three Hundred Dollars (\$300.00) per day for liquidated damages. The provisions of this paragraph do not apply when delays are caused by conditions beyond the control of the Contractor, as determined by the Support Services Manager.
- In each instance in which the District identifies a bus which is unfit for service either through District Inspection, Inspection by the CHP or by other means liquidated

damages of Two Hundred Fifty Dollars (\$300.00) shall be assessed.

- Liquidated Damages of Two Hundred Fifty Dollars (\$300.00) will be assessed for failure to immediately notify the Support Services Manager of an accident or emergency.

The Support Services Manager will provide the Contractor an opportunity (five calendar days) for response and discussion before deducting any liquidated damages from payments to the Contractor.

### **(13) SCHOOL BUS REQUIREMENTS**

- **Mechanical, Visual, Operational, and Other Bus Conditions** - All school buses utilized by the Contractor to provide transportation services for pupils shall be in excellent mechanical and operational condition. All such buses shall further be maintained in clean and sanitary condition and shall have excellent interior and exterior appearance during the entire term of the Agreement. The Contractor shall maintain the buses so that their condition remains equal to or exceeds Manufacturers/District standards, normal wear and tear excepted. Mechanically, the buses shall be maintained in a condition approximating that set out by the original manufacturer. Failure to maintain buses in a condition acceptable to the District will constitute a default of contract performance. Notwithstanding any significant reduction in the District's transportation program, the Contractor shall always maintain all vehicles in a fully operational and fully certified condition. All repairs to District buses must be made to manufacturer specifications.

The Contractor is not authorized to modify or alter District buses or equipment without prior written authorization from the Support Services Manager. All repairs to District buses shall be completed to manufacturers specifications.

As partial but not exclusive evidence that buses are being maintained in excellent condition, the Contractor shall:

- Ensure that all regular and standby buses, owned by the District or Contractor used to transport District pupils, meet all applicable regulations and laws relating to pupil transportation in the State of California. Contractor shall furnish certificates of compliance certifying that all buses to be used to transport pupils pursuant to this Agreement are in compliance with applicable provisions of the California State Vehicle Code, regulations of the California State Board of Education, and especially but not exclusively Title 13 of the California Administrative Code;
- Make any bus used to transport District pupils, owned by the District available to the District at any time for District inspection.
- Repair all cosmetic damage as it occurs and repair seat damage monthly during PMI services. Repairs shall be made in a reasonable and professional manner, consistent with the manufacturer's specification.
- Clean and service all particulate traps as outlined in the manufacturer specifications.
- Repair all safety related defects when noted and all other defects noted during the monthly PMI Inspection. **All equipment that is installed on each bus or that was purchased by the District** on District owned buses shall be maintained/repaired on each monthly PMI Inspection.

- **Authority to Remove Buses From Service -**

Upon District notification, the Contractor shall immediately remove from District service any and all buses specified unfit for service by the Support Services Manager or determined unfit for service by any Contractor personnel. Such buses shall not be returned to service without the Support Services express approval. The Support Services Manager will provide specific reasons for requests to remove buses from service, and the Contractor will remedy deficiencies promptly in accordance with the maintenance and repair priorities set out below in subsection (c).

- **Prioritization of Inspection and Repairs**

The Contractor shall develop a method of recording on or before every Thursday (in advance of weeks in which service will be provided) a list of the preventive maintenance, brake, and transmission inspections and tuneups which must be completed during the two week period which begins the following Sunday. If a bus reaches the maximum number of miles or of calendar days legally permitted between preventive maintenance inspections, it shall be removed from service until the inspection is complete, and until the bus is judged fit for service according to the standards outlined in Section II.B.(13).(c).(3).(a). below.

- On or before every Thursday, the Contractor shall develop a revised master list of repairs needing to be made to all buses which transport District pupils. When any repair on the list is completed, it should be initiated by the mechanic making the repair, and crossed off the list. The list of repairs shall include defects needing repair which are noted by any of the following sources:
  - Drivers;
  - Law enforcement officials;
  - Representatives of the Department of Education;
  - Contractor management and support staff, especially, but not exclusively during preventive maintenance inspections;
  - Representatives of the District;
  - Repairs from the previous master list which have not been made; and/or
  - Buses which have reached or exceeded the maximum number of miles or number of calendar days between preventive maintenance intervals (the preventive maintenance inspection due to be performed shall be considered a defect in need of repair).
- As a list of repairs is developed and repairs are scheduled and made, the Contractor shall adhere to the following principles:
- A bus, whether owned by the District or Contractor shall be declared unfit for service and removed from service to the District by the Contractor if the bus:
- Does not comply with legal requirements, especially but not exclusively the legal maximum preventive maintenance inspection intervals; or
- Is defective in a way that threatens the safety of bus passengers or of persons near or around the bus; or
- Is defective in a way that, if the vehicle is operated, may damage the vehicle or damage

District property.

- If the vehicle has cosmetic scratches greater than 16 inches or dents of any size.
- In all such cases, the Support Services Manager shall be immediately notified of such action. Such buses shall not be returned to service to the District until the defect or cause of non-compliance has been corrected.
- Buses of types for which there are the fewest spares available, and which are unfit for service, shall have first priority for repair. (For example, if there are no spare wheelchair buses available, and two spare transit-type buses are available, then a wheelchair bus which is unfit for service shall be repaired before any transit bus which is unfit for service.)
- Buses which can be repaired most quickly, and which are unfit for service, shall have second priority for repair.
- Buses needing repairs but which are not unfit for service shall remain in service, and shall be repaired at the convenience of the dispatcher, so as to minimize the disruption to service. Generally, the first and second priorities noted above should apply also to buses needing repair, but which are not unfit for service.
- **Fleet Records** - The Contractor shall maintain the following records for a minimum of three years, at no cost to the District:
  - The number of shifts during which any vehicle is unavailable for
  - District transportation service due to inspections or repair;
  - The number of shifts during which any vehicle is unavailable for
  - District transportation service due to repairs performed at a site other than the District Terminal (See Subsection (e) of this Section below for requirements relating to repair of vehicles at sites other than the District Terminal.);
  - The number and details of any roadway breakdowns or halt of service suffered by buses which serve the District;
  - The initiation and completion dates of every preventive maintenance inspection performed, and vehicle mileage at the time of the inspection (If, upon initiation of the inspection, or at any time during the inspection, either the legal maximum number of miles or days since completion of the last inspection is exceeded, the vehicle must be removed from service. The inspection may be regarded as complete only when all items required to be inspected by Title 13, Section 1232 of the California Code of Regulations have been inspected, and have been either found to be in acceptable condition, or have been repaired so that they are in acceptable condition);
- The above-described master lists of repairs; and
- Any Contractor response to or repair of every defect noted on each master list of repairs (for example, a repair order).

At the District's option, the Support Services Manager may in the future require the Contractor to begin maintaining additional records of any type. As noted in Section II.A.(7), all of the above-described records and any additional records the Support Services Manager may designate shall be immediately accessible to the District at any time.

- **Physical Location and Control of District Buses** - All school buses which transport District pupils shall be parked and maintained at the District Terminal. No bus shall be parked at any other location/facility, nor shall there be any school bus repair work performed at any other location/facility, unless approval is granted in advance by the Support Services Manager.
- **Bus Modifications** - If during the period of the Agreement, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations, or if special equipment or devices are required due to the handicapped condition of a pupil being transported, such modification or installation shall be made by the Contractor after notification from the School District. Such modifications may include, but are not limited to:
  - Seat Belts;
  - Shoulder Harnesses; and
  - Mechanical or structural modifications

The cost of providing such apparatus, and of modification or installation shall be borne by the School District. In the event Contractor is aware of modifications required by this Section, Contractor shall notify the District of the need for such modifications.

- **Repairs to buses beyond their depreciated life** – The District owns some vehicles that have been owned longer than the anticipated vehicle life. The Contractor will pay the cap of \$2500 of major repairs on these vehicles if the repairs are completed in the Contractor's shop. Major repairs are defined as engine, transmission, differential and wheelchair lift replacements. The Contractor is deemed to have knowledge of the age and status of the District's fleet by entering into this Contract after having had the opportunity to inspect the same.

**The District will not be responsible for payment of any portion of repairs if the cause is related to driver neglect or abuse or improper maintenance or repair.**

- **Painting of buses** – As part of the District's preventive maintenance program, the District may paint buses at their expense. The Contractor will be responsible for the cost of any body damage repair, resulting from or during Contractor's operation of the buses, at the time the bus is painted.
- **DISTRICT USE OF MAINTENANCE FACILITIES**

The School District owns a fleet of trucks and cars, which are maintained and repaired at the District Terminal. Inside and outside hoists shall normally be available to the Contractor; however, in emergencies (as determined by the Support Services Manager), the District shall have first right to use any hoist. During such emergencies, the Contractor may utilize a spare bus, whereas the District has no spare trucks/cars.

- **MAINTENANCE SERVICES**

For maintenance services not included within the scope of this Agreement, the Contractor agrees to provide maintenance services upon special request by the District. Such maintenance services shall be charged at a rate of \$45.00 per hour. This rate is subject to increase annually by the Consumer Price Index.

- **REPLACEMENT OF DISTRICT BUSES OR ADDITION OF BUSES**

The District has a vehicle replacement program in place and during the term of the contract may replace existing buses or purchase additional buses to accommodate growth within the District. This section does not, however, constitute any guarantee by the District to replace any buses during the contract term.

Future bus purchases by the District may include alternative fuel buses, including but not limited to CNG, LNG, propane, gasoline, diesel-hybrid or electric.

## **TRANSITION OF VENDORS – INSPECTION AND TRANSFER OF THE DISTRICT FLEET**

- **DEFINITIONS**

- The Existing Contractor is the Contractor who operates the District's transportation service through June 30, 2023 ("Existing Contractor").
- The New Contractor is the Contractor who will begin operating the District's service, beginning July 1, 2026 ("New Contractor").
- The District is the Eastside Union School District ("District")
- The transition and inspection of the District's school bus fleet between the Existing Contractor and New Contractor will be conducted as outlined below;

## **APPOINTMENT TO INSPECT**

Between June 13 and June 15, 2023, the New Contractor will be allowed, by appointment with the District, to have up to two company mechanics/representatives conduct inspections of the District's school bus fleet and non conforming vans. There will be one or more District mechanics present for all inspections. The current Contractor will be allowed to have up to two representatives present for the inspections.

## **DOCUMENTED DEFICIENCIES**

Any deficiencies noted during the inspection of each bus must be documented by the New Contractor on a School Bus Inspection Form that will be provided by the District. Inspection forms will be signed, by a duly authorized representative, in long-hand by the New Contractor mechanic/representative completing the inspection. District mechanic(s) will initial each inspection form to verify noted defects. If present, the Existing Contractors mechanic/representative will sign the inspection form.

During the inspection a District mechanic will photograph the exterior condition and interior condition of each bus and any noted defects.

The original copy of the inspection forms will be turned over to the District, with copies provided to the New Contractor and the Existing Contractor.

## **INSPECTION REVIEW**

Between June 20, 2023 and June 22, 2023, a meeting will be scheduled by each District or District's in the Eastside Union School District Conference Room to review the inspections.

The New Contractor is invited to have two representatives present, the Existing Contractor will be invited to have two representatives present and the District will have representatives present. Each School Bus Inspection form completed during the inspection will be reviewed.

- Items noted that are "normal wear and tear" by agreement of the New Contractor or Existing Contractor will be marked through on the inspection form by the District



representative. In cases where there is no agreement the District will make a determination if the item is “normal wear and tear” or a vehicle defect. Decisions of the District representative are final.

- Any defects will be;
  1. Repaired by the Existing Contractor; or
  2. Be repaired by a written agreement between the Contractors, provided the District has approved of such agreement; or
  3. Have a value placed on the repair by the District for compensation by the Existing Contractor; or
  4. Be repaired by the New Contractor, with compensation by the District or Existing Contractor.
  5. All decisions made by the District representative are final.
  6. Each School Bus Inspection form shall be summarized by the District representative as to the disposition of each item and shall be initialed by a representative from the Existing Contractor and New Contractor.
  7. Photographs of the exterior and interior condition of each bus will be initialed by a representative of the Existing Contractor and New Contractor.
  8. District photographs of defects will be utilized by all parties as reference during the meetings.
- Any bus not inspected by the New Contractor will be considered to be in satisfactory condition and the New Contractor shall waive any future claim to compensation for repairs.
- The Existing Contractor will complete all agreed upon repairs by the end of business on June 26, 2023, unless an alternative timeline is mutually agreed upon in writing by the Existing Contractor and the District, after consultation with the New Contractor.

#### **REQUEST FOR REIMBURSEMENT**

The District recognizes that not all defects or deficiencies in the fleet will be recognized during the initial inspection of the fleet. During the initial 120 days of the Contract, the District will consider a request from the New Contractor for reimbursement for moderate/major repairs that could not have reasonably been detected during the initial inspection of the fleet. This section does not constitute a guarantee by the District. All decisions relative to reimbursement for repairs shall be at the discretion of the District representative. District decisions relative to reimbursement for repairs shall be final.

In the event the Contract for service is awarded to the Existing Contractor, this section of the Contract agreement (“**Transition of vendors – Inspection and transfer of the District fleet**”) shall not apply to the Contract.

IN WITNESS WHEREOF, the Eastside Union School District and

\_\_\_\_\_, Contractor,  
through the authority of duly authorized agents, have affixed their signatures hereto.

**EASTSIDE UNION  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Daryl Bell, Assist. Supt.  
of Administrative Services

By: \_\_\_\_\_  
Contractor, Authorized Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## WORKER'S COMPENSATION CERTIFICATION

California Labor Code Section 3700, in relevant part, provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

In accordance with the provisions of Sections 1861 and 3700 of the Labor Code, the Proposer shall sign and submit the following certificate with the transportation written bid proposal:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract."

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Company

---

Authorized Officer or Agent

---

Date

## INSURANCE CERTIFICATE

The bid proposal shall include a copy of one or more insurance certificates currently held by your firm which include liability coverage, property, casualty, theft and fire coverage. If your firm is selected for a site evaluation visit, you may be required to produce a certification of your firm's insurability:

An insurance carrier as described in Section II.A.(3) Shall certify its willingness to insure the Eastside Union School District, the District's Governing Board , Superintendent, officers, staff, agents, and employees as described in Contract Section II.A.(3).

I, the undersigned, have attached a copy of a certificate of insurance which I attest 1) remains currently in force, and 2) has been issued for the purposes of insuring a school district, non-public school, or County Superintendent of Schools which (who) currently contracts for student transportation services from my firm.

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Company

---

Authorized Agent or Officer

---

Date

## Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) Fingerprint and Criminal Background investigation requirements for the Education Code Section 45125.1 et seq.

With the respect to the agreement between the Eastside Union School District (District) and the \_\_\_\_\_ (Contractor) for Transportation Services.

Please check all appropriate boxes and sign below:

Requirements Satisfied:

- ☐ A) The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the Criminal Background check and Fingerprinting requirements for Education Code (EC) section 45125.1 and that none of its employees that will come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5 (c) or a serious felony in Penal Code section 1192.7 (c).

List below, or attach, **ALL EMPLOYEE (s)** names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

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By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **SERVICE INPUT SCREENING STATEMENT**

The purpose of this statement is to make potential Contractors aware of the methods the District will use to screen "inputs" into transportation services. Ideally, such screening would not be necessary, only measurement of service outputs and penalties based upon those outputs would be necessary, since the Contractor could be assumed to use whatever inputs are necessary to achieve the outputs the District requires. However, the service output of transporting children safely to and from school is too important for the District to risk an error in judgment with respect to choice of service inputs.

For that reason, the District will make regular use of the screening mechanisms listed below. Based upon the results of such screening, the District will exercise its legal and contractual rights expressly including, but not limited to:

- Authority to approve, reject or to require immediate removal of any or all District Terminal drivers, management, and support staff, whether the staff is permanent, temporary or substitute (provided for in Contract Section II.B.(7).(d)); and
- Authority to immediately remove any or all buses from service (provided for in Contract Section II.B.(13).(b)).

The District contemplates use of the following methods to screen service inputs, but the District reserves the right at its sole discretion to use any additional legally acceptable methods as it sees fit.

### **Contractor Personnel**

- Background checks through the Departments of Justice and Education, and through law enforcement agencies using fingerprints or other identifying information;
- Background reference checks using information provided by previous employers, contracting agencies, and/or personal references;
- Driving record checks for School Bus-related and private vehicle-related moving violations and accidents;
- Testing for use of drugs or for the influence of alcohol;
- Questioning of Contractor personnel by the Transportation Coordinator or other District staff;

- Direct District observation or evaluation of job performance;
- Contractor evaluations of driver performance;
- Credentials held by drivers (including school bus driver's certificate, first aid card, tuberculosis test result card, medical examiner's certificate, California Class 3/Class B, or other legally required driver's license, T-01 and/or T-02 training records);
- Assignment of drivers whether permanently, temporarily, or as substitutes, to buses and pupils for which they possess the minimum qualifications, certification and training to serve;
- The number of drivers assigned to the District Terminal;
- Driver absence rates;
- Use of incentive and disciplinary programs; and
- Driver job satisfaction.

#### **Recruitment and Training**

- Number of driver applications received;
- Number of applicants accepted and starting classroom training;
- Number of trainees starting behind-the-wheel training;
- Driver and driver instructor compliance with legally and contractually-established training requirements (for content and for quantity);
- Delegate driver trainer qualifications and compliance with legal regulations and contractual requirements;
- Training program quality, as measured by direct observation, by evaluation of trainees, or by the rate at which numbers of trainees are successful in obtaining certification as school bus drivers; and
- Driver turnover rates and reasons for leaving.

## **Equipment**

- Mechanical or visual inspection of any or all buses at any time;
- Operational testing of any or all buses at any time;
- Investigation of any or all inspection and/or repair records and/or the Contractor's master list of repairs needing to be made;
- Questioning of Contractor personnel by the Transportation Director.
- Vehicle down time;
- Number of roadway breakdowns;
- Condition of buses;
- Removal from service of buses unfit for service;
- Repair of identified defects;
- Effective, prompt, and comprehensive identification of defects;
- Certification of buses and the District Terminal by the Motor Carrier, the California Highway Patrol, the Department of Education and the Department of Motor Vehicles as may be appropriate.

The District may use each of these methods to greater or lesser extents, as it sees fit. **These methods are not intended to pose a burden to the Contractor, but instead to help the Contractor to achieve the highest levels of performance quality and to reassure the community that children's transportation needs are well met.**



By executing the Transportation Service Agreement Contract, the successful proposer thereby agrees to cooperate with these screening activities, and to collect, record and provide to the Transportation Director immediately upon request such information as may be necessary to conduct these screening activities.

\_\_\_\_\_  
Contractor, Authorized Agent

Date \_\_\_\_\_

