



CSIS California School Information Services

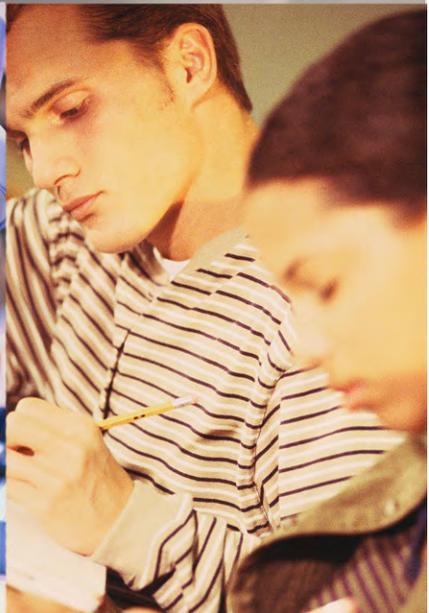
Yreka Union Elementary School District

Transportation Review

February 12, 2013



Joel D. Montero
Chief Executive Officer







CSIS California School Information Services

February 12, 2013

David Parsons, Superintendent
Yreka Union Elementary School District
309 Jackson Street
Yreka, CA 96097

Dear Superintendent Parsons:

In April 2012, Yreka Union Elementary School District and the Fiscal Crisis and Management Assistance Team (FCMAT) entered into an agreement to provide a review of the district's transportation programs and services. Specifically, the agreement states that FCMAT will perform the following:

1. Conduct a review of the transportation costs utilizing two years of audited financial statements and the 2011-12 fiscal year budget for costs to pay the current service provider for transportation services. The objective is to determine district trends for revenues and expenditures and make recommendations to provide cost comparisons to determine the cost effectiveness and financial feasibility of the district operating its own transportation department.
 - a. Provide budget assumptions for 2012-13 fiscal year
 - b. Develop the proposed operating revenues and expenditures as a percent of the total budget
 - c. Revenue line item explanations
 - d. Operating expenditures
 - e. Expenditure line item explanations
 - f. Sources and uses of funds
 - g. Debt obligations if leases are proposed for the purchase of buses
 - h. Operating improvements
 - i. Capital improvements
 - j. Capital contingency fund
 - k. Capital asset distribution

FCMAT

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1. Interagency transfer of funds
2. Provide recommendations for appropriate staffing levels and the organization structure for the proposed transportation department using comparative school districts. Comparisons should be made to six school district departmental operations of similar size and structure regarding productivity and efficiency models and shall include the following components:
 - a. Personnel summary by district position
 - b. Review job descriptions
 - c. Review customer service records or logs
 - d. Review support training by position
3. Review specifically the operations of transportation services which shall include the following: operations, routing, and scheduling and made recommendations to develop the department's operational requirements for home-to-school transportation.
 - a. Review and provide student demographic data
 - b. Review records from the district's service provider and develop the average weekly ridership by site, resource and district and forecast summary
 - c. Develop routing methodologies including the use of automated routing software
 - d. Propose the number of routes including board policies regarding walking distances
 - e. Review the bell schedules and school start times
 - f. Provide sample vehicle maintenance and inspection report requirements
 - g. Propose bus loading and student counts
 - h. Review the school bus inventory, if any; school bus procurement schedule; and equipment availability
 - i. Review equipment and driver requirements for field trips
 - j. Provide customer service or complaint logs
 - k. Review the IEP process for student transportation
 - l. Review board policies, administrative regulations and past practices regarding open enrollment policies for busing students, if any.
4. Provide a fiscal summary of the current transportation providers cost versus the proposed cost for the district to operate its own transportation department.

This final report contains the study team's findings and recommendations. FCMAT appreciates the opportunity to serve the Yreka Union Elementary School District and extends thanks to all the staff for their assistance during fieldwork.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel D. Montero". The signature is fluid and cursive, with a prominent initial "J" and "M".

Joel D. Montero
Chief Executive Officer

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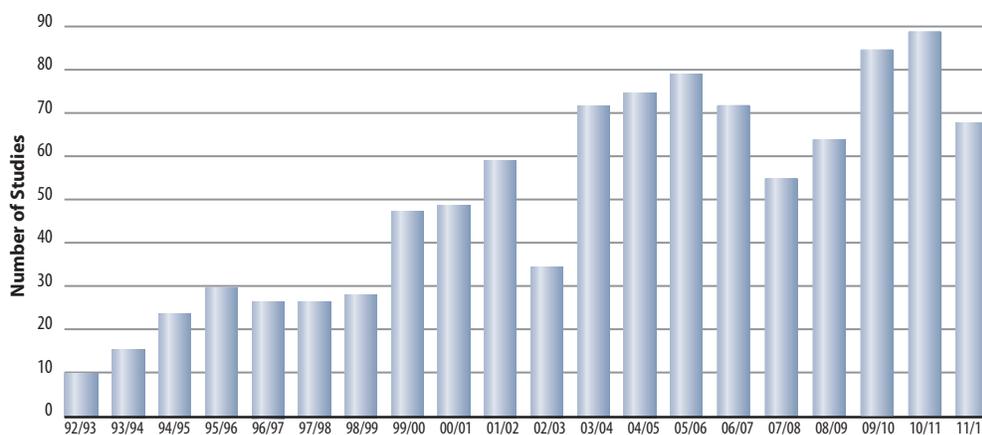
About FCMAT

FCMAT's primary mission is to assist California's local K-14 educational agencies to identify, prevent, and resolve financial and data management challenges. FCMAT provides fiscal and data management assistance, professional development training, product development and other related school business and data services. FCMAT's fiscal and management assistance services are used not just to help avert fiscal crisis, but to promote sound financial practices and efficient operations. FCMAT's data management services are used to help local educational agencies (LEAs) meet state reporting responsibilities, improve data quality, and share information.

FCMAT may be requested to provide fiscal crisis or management assistance by a school district, charter school, community college, county office of education, the state Superintendent of Public Instruction, or the Legislature.

When a request or assignment is received, FCMAT assembles a study team that works closely with the local education agency to define the scope of work, conduct on-site fieldwork and provide a written report with findings and recommendations to help resolve issues, overcome challenges and plan for the future.

Studies by Fiscal Year



FCMAT also develops and provides numerous publications, software tools, workshops and professional development opportunities to help local educational agencies operate more effectively and fulfill their fiscal oversight and data management responsibilities. The California School Information Services (CSIS) arm of FCMAT assists the California Department of Education with the implementation of the California Longitudinal Pupil Achievement Data System (CALPADS) and also maintains DataGate, the FCMAT/CSIS software LEAs use for CSIS services. FCMAT was created by Assembly Bill 1200 in 1992 to assist LEAs to meet and sustain their financial obligations. Assembly Bill 107 in 1997 charged FCMAT with responsibility for CSIS and its statewide data management work. Assembly Bill 1115 in 1999 codified CSIS' mission.

AB 1200 is also a statewide plan for county office of education and school districts to work together locally to improve fiscal procedures and accountability standards. Assembly Bill 2756 (2004) provides specific responsibilities to FCMAT with regard to districts that have received emergency state loans.

In January 2006, SB 430 (charter schools) and AB 1366 (community colleges) became law and expanded FCMAT's services to those types of LEAs.

Since 1992, FCMAT has been engaged to perform nearly 850 reviews for LEAs, including school districts, county offices of education, charter schools and community colleges. The Kern County Superintendent of Schools is the administrative agent for FCMAT. The team is led by Joel D. Montero, Chief Executive Officer, with funding derived through appropriations in the state budget and a modest fee schedule for charges to requesting agencies.

Introduction

Background

The Yreka Union Elementary School District is located in the city of Yreka in Siskiyou County and covers approximately 50 square miles, serving 1014 students at Jackson Street School, Evergreen School and the Yreka Community Day School. The district closed Gold Street School and consolidated classes to its other two campuses for the 2012-13 school year. Most of the Gold Street campus has been leased to other users.

Home-to-school transportation for the district's regular education students is provided by Dole Transportation, a for-profit transportation contractor in Yreka. For the 2011-12 school year, the district reported that it transported 212 students on six bus routes that travelled a total of 35,154 miles. Routes were reduced before the beginning of the 2012-13 school year, but some additional service had to be added back to meet scheduling needs. During FCMAT's fieldwork near the beginning of the school year, the district was still adjusting its bus routes.

Study Guidelines

FCMAT visited the district on September 10 and 11, 2012 to conduct interviews, collect data and review documents. This report is the result of those activities and is divided into the following sections:

- I. Executive Summary
- II. Financial Analysis
- III. Safety and Legal Compliance
- IV. Contract Analysis
- IV. Comparison with other School Districts
- V. Transportation Service Options
- VI. Appendices

Study Team

The study team was composed of the following members:

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*As members of this study team, these consultants were not representing their respective employers but were working solely as independent contractors for FCMAT.

Executive Summary

Financial Analysis

Prior to 1977, California fully funded school transportation. The funding was capped in the 1982-83 school year, with only occasional cost of living adjustments (COLA) provided subsequently. Costs have increased over the past thirty years; however, revenue has remained stagnant. Currently, California provides approximately 35% of school transportation costs statewide. Over the past three school years, the Yreka Union Elementary School District has received more than the statewide average funding for its pupil transportation.

The district contracts with Dole Transportation, for its home-to-school transportation services. Some data in the district's Annual Report of Pupil Transportation (TRAN) submitted to the California Department of Education (CDE) are not accurately reported. The district does not charge fees for pupil transportation and there is no recommendation that begin to do so.

Safety and Legal Compliance

There is only one state-certified school bus driver instructor in Siskiyou County, who trains the drivers at Dole Transportation. It is essential for the safety and welfare of the district's students to have more instructors available.

The district is in compliance with education code requirements for school bus safety instruction and evacuation drills, and it has a transportation safety plan as required by law; however, the plan needs to be updated and improved.

The California Code of Regulations states that bus drivers are responsible for the conduct of pupils riding the bus and encourages school districts to adopt rules and procedures for student behavior on buses. Dole Transportation has created and uses a bus misconduct form; however, the district has not adopted rules, consequences for violations or a hearing process.

The CHP Motor Carrier Inspector Division inspects each bus and reviews maintenance records, driver records and drug and alcohol testing records annually, and produces a report known as the Safety Compliance Report/Terminal Record Update, which grades each carrier and terminal. Dole received a rating of "satisfactory," which is the CHP's highest grade.

Contracts

The terms of the district's contract with Dole Transportation have historically been dictated by the contractor. The district has not put the transportation contract out for public bid, which is in conflict with state's Public Contract and Education codes. To develop a more competitive process and possibly reduce costs, the district should contact other districts in the area to determine if they are interested in participating in the request for proposal.

Dole Transportation's bus fleet is old and is not in compliance with the California Air Resources Board's truck and bus rules, which address particulate matter exhaust from diesel engines. The company could face significant sanctions for noncompliance.

The district also contracts with the Yreka Union High School District to transport some of its elementary students who live outside the district's boundaries but who have interdistrict agreements. The rate the high school district charges is fair and reasonable and the attendance of the students transported generates considerable revenue limit funding for the district. Thus the district should continue this arrangement.

Comparison with Other School Districts

The district provided FCMAT with some comparative information regarding other Siskiyou County school districts' TRAN cost per mile. The district's costs are the highest in this group, which could lead an untrained observer to believe that the district's costs are excessive. However, this may not be the case because TRAN data is often flawed because the reporting entity fails to exclude field trips and athletics, fails to separately report special education, or inaccurately reports the number of students or mileage driven. This can make comparisons difficult.

FCMAT found four other school districts in the state that operate six routes and have similar annual mileage. Three of those districts had a cost per mile that was greater than that of the Yreka Union Elementary, and one had slightly lower costs. Based on this comparison of unaudited TRAN data, the district's cost per mile is reasonable.

Options to Current Service

The district's has three options for its future transportation services. The first is to put its transportation services out to bid and award the bid by March 2013, before the current contract with Dole Transportation expires on June 30, 2013. This would give a new provider time to prepare and implement the needed changes before the beginning of the school year. There is currently at least one contractor besides Dole Transportation that is interested in securing the district's business.

The second option is for the district to provide its own home-to-school transportation. This would require the district to secure a parking and operations site, arrange for bus fueling and maintenance, hire drivers and purchase buses. FCMAT estimates that this would be more expensive than the current contract if new buses were purchased, though reliable used buses might be available.

The third option is for the district to meet with other local school districts to form a cooperative venture, either through a contract with a third-party provider, or through a commitment to operate the system cooperatively under one of the following: a joint powers agreement (JPA); a less-formal cooperative with a lead agency; or a cooperative that jointly contracts with one provider for the service. The cooperative operation option could take many forms and would require the commitment and participation of all interested parties.

Findings and Recommendations

Financial Analysis

School transportation in California was fully funded until 1977. Under that system, school districts reported their operational expenditures and the state fully reimbursed the costs in the subsequent year. Between 1977 and the 1982-83 school year, California reduced the percentage of reimbursement, eventually capping funding at 80% of the reported expenditures. Since then, the state has occasionally granted a cost of living adjustment (COLA), but not enough to keep pace with increasing costs. In addition, the state began to reduce (or deficit) approved apportionments. Deficits were 19.84% in 2009-10, 19.81% in 2010-11, and 19.8325% in 2011-12, and the state expects to fund fiscal year 2012-13 at the 2011-12 funding level. Pursuant to the August 2012 California Department of Education (CDE) certification, the Yreka Union Elementary School District has an approved 2012-13 apportionment of \$135,033 for home-to-school transportation; however, its deficated apportionment is \$108,249.

Statewide, the state's transportation funding pays for approximately 35% of total school transportation expenditures. The table below provides a summary of data from the district's Annual Report of Pupil Transportation (TRAN) submitted to the CDE.

Yreka Union Elementary School District TRAN Data

	2009-10	2010-11	2011-12	2012-13 Projected
Number of Buses	6	6	6	4
Number of Students Transported	240.2	217.6	212.2	
Number of Miles Driven	35,154	35,154	35,154	
Cost per Mile	\$6.72	\$7.58	\$7.58	
Cost per Student	\$983.14	\$1,224.60	\$1,255.60	
Total Approved Expense	\$236,150.61	\$266,473.00	\$266,483.33	\$200,677.00
Dole Transportation Contract with YUESD	\$250,803.56	\$255,922.00	\$255,922.00	\$196,473.00
YUHS District Transportation Contract with YUESD	\$9,613.50	\$10,141.25	\$9,815.50	\$1,000.00
State Revenue	\$108,240.00	\$108,582.00	\$110,462.00	\$108,249.00
District Contribution	\$127,911.00	\$157,891.00	\$154,456.00	\$92,428.00
Percentage of District Approved Costs Covered By State Revenue	45.84%	40.75%	41.45%	47.57%

The primary purpose of the TRAN data is to report to the state the district's expenses for pupil transportation to substantiate the revenue apportioned to the district. Although the state will question information that is unusual or far outside the norm, the state reviews the total approved expenditures and compares that to the approved apportionment for the district. This analysis ignores the deficated apportionment.

A school district must spend at least as much as its approved apportionment or its apportionment will be reduced to the level of its actual expenditures. During recent years in which school districts were given deficated apportionments, some districts reduced their expenditures to the amount of apportionment revenue received, or the deficated apportionment. In these cases the state has reduced the approved apportionment to equal the costs reported, and there is no mecha-

nism in state law to increase those amounts in the future. Consequently, it is important for the district not to reduce expenditures below the level of the approved apportionment even though it does not currently receive that level of funding.

The financial information in the TRAN is automatically copied to the CDE's Standardized Account Code Structure (SACS) financial reporting software, and the number of buses, students and miles are entered manually. The district's TRAN information indicates that it has operated nearly identical bus routes and used the same number of buses from year to year, and that the number of riders has remained fairly constant. For the 2012-13 school year, the district reduced the number of bus routes and the service to some areas of the district. The district contracts with Dole Transportation, located in Yreka, for its home-to-school transportation, and the contract price for the 2012-13 school year has been reduced to reflect the service reductions.

The home-to-school transportation miles reported in the district's TRAN have been identical for the past three school years. The contractor stated that this is because the routes have not changed. This indicates a fundamental misunderstanding by the contractor regarding the requirements of the TRAN. The mileage reported should be the total number of miles actually driven for home-to-school transportation while on the route and driving to and from their terminal (field trips, travel to outside maintenance providers and driver training are excluded). The miles being reported are the miles that would be driven if there was never a deviation from the published route. However, on any given day school buses may need to deviate from the published route and drive additional miles for any number of reasons, including road construction, returning kindergarten students to school when they are not met by their parents, or a missed turn. Because the cost per mile ratio is critically influenced by the mileage divisor, inaccurate mileage can invalidate comparisons with other school districts' transportation programs.

Dole Transportation provides the district with the number of students transported, which was 212.2 for the 2011-12 TRAN. The route sheets Dole provided to FCMAT listed each child that who was scheduled to ride each route and indicated a total of 200 students. Although the number is close, it is likely that on any given day not every child rode the bus. The TRAN asks for the average number of pupils transported daily one-way, not for the total number of pupils signed up for a route.

The expenditures reported for the district's home-to-school transportation are relatively simple and reflect two contracts: one with Dole Transportation for most of the regular home-to-school transportation; and one with the Yreka Union High School District, which provides some transportation to elementary students who live outside of the district's boundaries but who attend its schools because of interdistrict agreements. These students ride the high school district's buses (which are also contracted by Dole) and are delivered to and from the elementary schools in town. The high school district establishes a rate annually, monitors the number of riders, and invoices the district monthly for this service.

In fiscal year 2009-10, the contract with Dole showed a cost of \$250,803.56; however, the TRAN for that year showed a cost of \$227, 814.29 for Dole. No reduction in service was reported for that school year; consequently, the expenditures were not reported accurately. Inaccurate reporting of expenditures does not negatively affect the district's apportionment but can affect comparisons made from year to year and with other school districts.

The district receives a higher percentage of transportation revenue than the statewide average of 35% of the total cost to provide transportation services. In fiscal year 2009-10, 2010-11 and 2011-12 state funding equaled 45.84%, 40.74% and 41.45% of the district's approved

transportation expenditures, respectively. In fiscal year 2012-13, the state funding is projected to cover approximately 47% of the district's home-to-school transportation expenditures, mainly because of service and contract reductions. Although the district receives a larger percentage of its transportation revenue than the average California district, this revenue reflects what the district reported in the 1982-83 school year when revenue was capped, not its current operational efficiency.

In 1992, the California Supreme Court ruled that charging fees for pupil transportation was legal, and some school districts in California charge fees in compliance with Education Code Section 39807.5. Special education students who receive transportation service as required by their Individualized Education Program (IEP), and students who qualify for free or reduced price meals, are exempt. The district reports that approximately 70% of its students qualify for free or reduced price meals. Because of this, it is unlikely that the revenue collected from transportation fees would cover the cost of administering such a program.

Recommendations

The district should:

1. Accurately report TRAN data by tracking and monitoring the actual mileage and any deviations for all routes daily.
2. Continue providing home-to-school transportation without charging fees.

Safety and Legal Compliance

The requirements for California school bus driver training are listed in Education Code section 40080 and subsequent sections. School bus drivers must receive a minimum of 20 hours of classroom training in all units of the *Instructor's Manual for California's Bus Driver's Training Course* published by the CDE. In addition, a minimum of 20 hours of behind-the-wheel training is required from the CDE's *Instructor's Behind-the-Wheel Guide for California's Bus Drivers' Training Course*. School bus drivers must also complete a minimum of 10 hours of in-service training each year to maintain a valid special certificate. Classroom training is required during the last year a special certificate is valid in order to renew it.

All testing is performed by the California Department of Motor Vehicles (DMV) through a specialized officer at each California Highway Patrol (CHP) office. Many more than the minimum required classroom and behind-the-wheel training hours are needed to teach all of the units in the referenced manuals. Most school districts provide a minimum of 35 hours of classroom training and at least that many hours of behind-the-wheel training. All driver training records must be kept in compliance with Education Code sections 40082-40089. All training must be given by or at the direction of a state-certified school bus driver instructor; behind-the-wheel training can be given by a delegated behind-the-wheel instructor under the direction of the state-certified instructor.

Dole Transportation does not have a state-certified school bus driver instructor on its staff, but contracts with an independent state-certified instructor in Siskiyou County. This individual recently retired from another school district in the county and reported that there are no other state-certified instructors in the area and that he provides the majority of the training for most school bus drivers in the county. Occasionally drivers go outside of the county to attend training. Although there are not a large number of school bus drivers in the county, there would be a great concern if this independent contractor was no longer available. School bus driver training is crucial to any school transportation operation; without regular, mandated training, school districts and contractors can quickly fall out of compliance.

Education Code section 39831.5 requires that school bus safety instruction and evacuation drills be performed annually for certain grade levels that ride the bus to and from school. Records of the drills must also be kept. FCMAT observed the evacuation drills in progress and reviewed documentation of the previous year's drills. Dole Transportation provides this service as a part of its contract with the district and is maintaining compliance, despite the lack of specific contract language regarding this matter.

Education Code section 39831.3 requires that a transportation safety plan be in place and present at each school site. This is also articulated in the district's Administrative Regulation 3543(b). The plan is required to contain procedures for school personnel to follow to ensure the safe transport of pupils and can be requested by any officer of the CHP for inspection. The Education Code requires that the plan address all of the following:

1. Determining if pupils require escort pursuant to paragraph (3) of subdivision (c) of Section 22112 of the Vehicle Code.

2. Procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop.
3. Boarding and exiting a school bus at a school or other trip destination.

FCMAT requested a copy of the district's transportation safety plan and received a letter written by Dole Transportation dated August 31, 2012 referencing a plan that was implemented by Dole on January 7, 2002. The document contains the information required by Education Code, but it is not titled Transportation Safety Plan and district officials were uncertain whether a copy of the plan was available at each school site. A sample transportation safety plan is attached as Appendix A.

To comply with Title 5 of the California Code of Regulations, Section 14103, most school districts adopt safe riding rules that include a clear, fair and consistent set of consequences for violating the rules and a due process procedure that allows meetings with parents regarding the violation and punishment.

The district lacks a policy or administrative regulation regarding student conduct on school buses and has given Dole Transportation almost complete authority and responsibility for student conduct on buses. Drivers unilaterally determine the punishment and report misbehavior through a misconduct form generated by Dole; however, Dole's general manager must intervene frequently to provide reasonable and consistent consequences for misbehavior. If the punishment reaches the level of suspension, Dole notifies the principal of the student's school when a suspension occurs. Appendix B contains sample rules, and Appendix C contains a sample bus misconduct report.

The California Highway Patrol's Motor Carrier Safety Division inspects all school buses, maintenance records, driver records and federal drug and alcohol testing program records annually. The CHP provides a report known as the *Safety Compliance Report/Terminal Record Update* that grades the motor carrier in the above areas. Dole Transportation has consistently received the CHP's highest grade, which is "satisfactory". This indicates compliance with applicable laws and regulations in these specific areas, and should provide the district with assurance that Dole is operating in a safe and legal manner.

Recommendations

The district should:

1. Ensure that an adequate number of school bus driver instructors are available.
2. Update and adopt a transportation safety plan and provide a copy to each school site.
3. Adopt specific rules of conduct and consequences for noncompliance for student riders.

Contract Analysis

The district operated its own in-house transportation service until 1977, when it sold its bus fleet to Evans Transportation and began depending on contractors to provide its home-to-school transportation. The district now uses Dole Transportation for home-to-school and field trip transportation. Dole is a sole proprietorship that was formed when Dole's owner purchased Evans Transportation in March of 2000. Dole has continued to operate its business in much the same way that Evans Transportation did.

In addition to its contract with the district, Dole Transportation also provides approximately five bus routes for the Yreka Union High School District; one bus route for the Montague Elementary School District; and one bus route for the Seiad Elementary School District. Dole also owns and operates four tour buses can be chartered to the general public or used for school district's field trips. Dole's owner reported that the charter bus business has been slow during the last few years.

The Yreka area has one other transportation contractor who operates one-bus route for the Yreka Union High School District. This route was handed down from this person's relative who previously drove the route. There is no a spare bus for this route, and Dole Transportation provides maintenance service for this bus as well as for the Siskiyou County Office of Education's fleet of approximately 6 buses.

Inquiries revealed that the district has never put its transportation service out to bid. Section 20111 of the Public Contract Code requires competitive bidding for any non-construction service, materials, supplies or equipment with a purchase price that exceeds \$81,000 (effective January 1, 2012 and annually adjusted). In addition, Education Code section 39802 requires that transportation services in excess of \$10,000 be formally bid in compliance with Public Contract Code section 20111 unless service is contemplated with a common carrier, municipal transit system or the parent/guardian of the student to be transported.

Education Code section 39802 also allows the contract to be awarded to other than the lowest responsible bidder. Dole Transportation and its predecessor, Evans Transportation, have historically written the district's contract document, determined its terms and set the rate to be charged for regular home-to-school transportation and field trips. Little or no negotiation occurred over contract terms other than pricing. The routes have remained relatively unchanged over the years, and the contract reflects a set annual price that will be invoiced over ten months, starting September 1 of each year. This requires the district to pay for service in advance rather than after the service is provided; the latter method is best practice.

Benefits of a set-price transportation contract include the fact that the district does not incur additional charges for routine occurrences that often cause a route to run late or add mileage, such as traffic problems, late students, or the need to return a student to school.

The district expressed concerns to Dole Transportation and FCMAT regarding the pricing in its contract with Dole. Historical transportation data indicates that mileage was reduced by almost 10,000 miles for the 2008-09 fiscal year, though it was relatively stable prior to that. In subsequent years, the change in contract amounts and service have been as indicated in the table below.

Transportation Service Contract Amounts and Changes, 2009-10 through 2012-13

Fiscal Year	2009-10	2010-11	2011-12	2012-13
Contract Cost	\$250,803.56	\$255,922	\$255,922	\$193,449
Percentage Increase or (Reduction) from prior year	(1.86%)	2%	0%	(24.41%)
Decrease in Mileage or service	None			Yes

Although the 2012-13 contract amount is significantly lower, the lower amount is based on a reduction in service.

In addition to the district's concerns over the total amount of the contract, there have been questions regarding the calculations of the annual increases to the contract. However Dole Transportation is a for-profit business and, whatever the basis for or method of calculating the increases, the district did agree to them.

Many school transportation contracts include an automatic annual rate increase based on the consumer price index (CPI) for the area. In most years (except in the recent economic downturn), the CPI generally increases from 2% to 3% annually, with some variations due to geographic area. The time to question a contract increase is when it is presented; however, past district administrators did not study or monitor transportation contracts as much as the current administration. It is unlikely that past decisions can be changed; however, this study seeks to provide options that will benefit the district moving forward.

On June 12, 2012, the district entered into a one year renewal of its contract with Dole Transportation. This contract lacks typical language that a district would expect, including but not limited to the following:

- Limits on the age of buses used.
- Specification of the district's ability to remove a driver from service (although there is reference that the bus drivers shall continue to be satisfactory to the district).
- Specification of requirements for a communication system between the buses and the bus terminal, and district's ability to monitor those conversations.
- Requirements for drivers to wear uniforms or identifying name tags,
- A requirement that specific operational reports be provided to the district.
- The ability for the district to charge liquidated damages for late or missed bus runs.
- A fuel price increase formula (without such a formula, a contractor may price the contract higher to compensate for volatility in fuel prices).

A well-executed contract can provide assurances that transportation services will be provided for the long-term at a known cost, and thus make it easier to budget for expenditures over the life of the contract.

The contract also does not specifically mention bus routing. Although bus routes remained largely unchanged for many years, during the 2001-12 school year, after the district observed that two routes had low ridership, the district and Dole were able to consolidate bus routes. It is likely that this low ridership had existed for several years, causing the district to expend funds needlessly. It is best practice to have standard contract language that includes the district's right to route the buses or at a minimum oversee the routing. Reasonable oversight includes occasional

counts taken in the morning and afternoon as students board or exit the buses. Comparing these numbers to the passenger capacity of the bus can help reveal low ridership and thus identify routes that may be considered for consolidation.

District administrators and representatives from Dole Transportation indicated that the buses transporting students have few empty seats. The district has no board policy that specifies transportation non-service zones (commonly known as walking zones or walking distances). Most students on the west side of Yreka are not provided with transportation, except for the shuttle to and from the recently closed Gold Street school site. Other areas of town have historically received transportation service, including the Campbell track, Greenhorn and Shamrock.

If the district continues providing transportation through a contract for service, it will need to begin preparing a request for proposal (RFP) that includes contract documents and detailed service requirements, and place the RFP for public bid as soon as possible. In the past, the district had been unable to find another vendor that was interested in providing transportation services; however, at least one transportation contractor other than Dole Transportation is interested in bidding to provide service. The district will need to include a mandatory bidder's conference in the bidding documents to allow potential contractors the opportunity to question areas of the documents or request clarification.

Formal bid opening will need to occur no later than four weeks before the conference, with the contract awarded at the next board of trustees meeting. It would benefit the district to strive to award the bid at the board's March, 2013 meeting to allow any new contractor the ability to establish service for the following school year.

The viability and competitiveness of any contracted school transportation operation is based partly on volume. Thus if the district chooses to put its transportation service out for bid alone, it may be more difficult to attract other contractors or obtain the best possible price. Contacting other school district in the area that receive contracted transportation services and including them on the RFP if they agree to it could create a more competitive bidding process and lower the cost of services for all.

Any district considering using competitive bidding should consult with legal counsel experienced in such matters to help draft the RFP and guide it through the process. A sample contract with typical language and requirements is included in Appendix D.

Once a transportation contract has been awarded, it would benefit the district to assign one district staff member the responsibility to manage and oversee the contract to ensure compliance with all of its provisions. This would help reduce some of the current frustration with not being able to understand vendor billing formulas and provide both the contractor and the district with a consistent point of contact.

A review of the district's contract and relationship with Dole Transportation revealed three areas of significant concern. The first concern is that the school bus fleet is very old. The district's list of the four buses used mainly to serve the district includes those listed in the following table.

Dole Transportation Buses used for District Transportation

Bus Number	Year, Make and Model	Mileage	Passenger Capacity
34	1984 IHC, S1800	470,151	72
35	1993 Thomas, Transit	175,625	78
38	1989 Thomas, Transit	229,964	66
53	1983 IHC, S1800	398,444	66

The newest bus used to transport the district's students is 19 years old and the oldest is 29 years old. FCMAT was unable to obtain a complete list of Dole Transportation's fleet; however, a visual inspection of the fleet revealed that most buses are quite old and that the newest bus in Dole's fleet is approximately 10 years old. This indicates that regular capital purchases and renewal of the fleet has not occurred. Although a good preventive maintenance program can keep buses in good repair, parts for older vehicles become difficult to locate and expensive to purchase. In some cases, buses may have to be out of service for weeks waiting for appropriate parts. Dole personnel indicated that the company has a large number of spare buses available in case a bus is placed out of service.

The second concern relates to the California Air Resources Board's (CARB's) Truck and Bus Rules, which were adopted in December 2008 and were updated and revised in December, 2010 (see Appendix E for a synopsis of these rules). These rules are intended to reduce particulate emissions from diesel engines and require that 33%, 66% and 100% of every school bus fleet be in compliance by January 1, 2012, January 1, 2013 and January 1, 2014, respectively.

Compliance requires that the buses be retrofitted with diesel particulate filters (DPF), or that the engine be replaced with a new, compliant engine. Some older bus engines cannot be fit with a DPF and cannot be replaced, so those buses must be replaced with a new bus that meets current particulate emission requirements by 2018. Dole Transportation admits that it is not in compliance with these rules and has no plan at present to achieve compliance.

Thus the district's students are subject to the buses' harmful emissions and particulate exhaust, and Dole could suffer sanctions that may impair its ability to provide any district with service in the future. CARB rules include penalties of up to \$1,000 per day per violation for strict liability, and \$10,000 per day per violations for negligence and intentional violations.

The final concern is that Dole Transportation's owner reported that he has begun considering retirement. Although there may be individuals interested in purchasing the business, he was not aware of any. Any transition may cause a disruption of service.

The service that the district has received from Dole has been good. School administrators and the community view Dole as responsive and service-oriented. Dole's general manager is knowledgeable regarding school transportation and is service oriented. This person is a parent in the community and cares deeply about the quality and safety of the service; however, is neither a certified school bus driver nor a school bus driver instructor.

As noted previously, the district also contracts with the local high school district for transportation for students who live outside the district's boundaries but attend district schools based on an interdistrict agreement. This service is provided only if there are seats available on the high school district's buses and the high school district's students receive first priority. The high school district has developed a formula that calculates a rate based on its average cost incurred per student above and beyond the state funding received.

FCMAT reviewed the formula and determined that it follows the articulated rationale; however, FCMAT did not verify the calculation or the daily rate. The district receives invoices monthly for this service. For the 2011-12 school year the rate was \$67 per month, per student for morning and afternoon service. The cost of this service for the district was approximately \$600 per student for a total of \$9,815.50 for the 2011-12 school year. The district's own transportation cost as reported in the 2011-12 TRAN was \$1,255.60 per student, per year. The number of elementary school district students transported by the high school district's buses varies from 13 to 27. The annual cost for the past several years has been approximately \$10,000. This is an unusual but creative arrangement: school districts typically do not provide school transportation outside of their district boundaries. However, each of these additional students generates approximately \$5,000 in revenue limit funding.

Recommendations

The district should:

1. Develop contract documents and solicit bids for transportation service if it decides to continue to using a vendor for transportation.
2. Adopt an administrative regulation that specifies criteria for students' eligibility for transportation service.
3. Determine if there are other districts in the area that wish to be included in an RFP for transportation services.
4. Appoint one district staff member to manage and oversee the transportation contract.
5. Continue contracting with the Yreka Union High School District to transport students who attend Yreka Union Elementary School District's schools but reside outside of its boundaries.

Comparison with Other School Districts

The district's 2010-11 TRAN data for school districts in Siskiyou County indicates that the district has the highest cost per mile of any of the school districts in the area. Although this may give the impression that the contractor is taking advantage of the district, TRAN data is unreliable at best. As stated earlier, many school districts do not understand how to properly report the data fields in the TRAN. In addition, school districts that provide both home-to-school transportation and transportation for severely disabled or orthopedically impaired (SD/OI) special education students do not always correctly separate their costs.

Many school districts belong to self-insurance groups that charge property and liability premiums based on average daily attendance (ADA); however, these districts may not report bus insurance costs because they are not easy to identify, and this can slant the TRAN data. As seen above, incorrect reporting of mileage, insurance or number of students can significantly change the cost per mile or cost per student ratios. Although the data used in this comparison has been submitted to the CDE via the district's TRAN form, FCMAT did not audit the TRAN data.

A comparison of the Yreka Union Elementary School District and the Yreka Union High School District reveals a number of differences. The high school district covers a large area with many routes on roads with relatively high speed limits, so it has high mileage but relatively low employee costs because the drivers are not on the clock for long hours. In addition, it has better fuel economy than routes that operate mostly in stop-and-go traffic. The Yreka Union Elementary School District's routes travel fewer miles but drivers are on the clock just as long as some of the drivers on high school district routes. The elementary school district's routes are also slower, fuel efficiency is lower, and bus driver labor costs are higher. All of these factors contribute to the elementary school district's higher cost per mile.

These differences are not uncommon. For example, the Shasta Union High School District had a cost per mile of \$3.67 during fiscal year 2010-11, while the Shasta Union Elementary School District had a cost per mile of \$4.24.

A simple cost per mile comparison can be unreliable if one does not know the staffing level, the salary and benefits paid, the relative longevity of staff, and the capital expended on facilities, buses and other items. For fiscal years 2009-10 and 2010-11, the statewide average cost per mile for home-to-school transportation were \$6.04 and \$6.15, respectively.

For negotiations with certificated employee bargaining groups, school districts often use comparison data from districts that are similar in ADA or enrollment, number of schools, demographic profile, or geographic region. In school transportation, the most meaningful comparative information when reviewing cost per mile is the number of routes that transport students and the number of miles travelled. However, without knowing more about each district's operation, it can be challenging to draw conclusions from this data.

The following table contains TRAN data from the California Department of Education (CDE) for fiscal year 2010-11 for California school districts that operated six route buses, along with each district's mileage and cost per mile.

2010-11 TRAN Data

District	Number of Buses	Annual Mileage	Cost Per Mile
Acton-Agua Dulce	6	95,628	\$4.72
Alpine Union Elementary	6	85,777	\$6.44
Aromas-San Juan Unified	6	102,744	\$5.07
Cabrillo Unified	6	55,403	\$8.56
Calipatria Unified	6	60,453	\$4.33
Coast Unified	6	54,056	\$6.90
Dixie Elementary	6	36,416	\$9.19
Duarte Unified	6	85,500	\$3.72
Enterprise Elementary	6	57,795	\$7.73
Evergreen Union Elementary	6	69,030	\$6.34
Fortuna Union High	6	64,754	\$4.77
Hawthorne Elementary	6	34,766	\$7.86
Irvine Unified	6	100,578	\$4.52
Jefferson Elementary	6	14,648	\$8.56
Kelseyville Unified	6	76,226	\$5.81
Kingsburg Joint Union High	6	46,215	\$3.62
Lakeside Union Elementary	6	69,258	\$10.21
Lancaster Elementary	6	85,059	\$6.95
LeGrand Union High	6	60,346	\$2.62
Live Oak Unified	6	32,822	\$10.37
Lone Pine Unified	6	54,838	\$6.12
Lost Hills Union Elementary	6	42,809	\$4.37
Middletown Unified	6	58,934	\$4.95
Modoc Joint Unified	6	109,620	\$3.38
Moreland Elementary	6	42,103	\$9.32
Nevada City Elementary	6	62,220	\$5.98
Newman-Crows Landing Unif.	6	99,587	\$3.60
Nuview Union Elementary	6	71,181	\$3.51
Palo Verde Elementary	6	42,099	\$4.28
Pixley Union Elementary	6	52,045	\$6.62
Redondo Beach Unified	6	42,890	\$8.30
San Bruno Park Elementary	6	71,310	\$3.83
San Lorenzo Unified	6	51,859	\$10.02
Santa Rita Union Elementary	6	44,229	\$6.52
Savanna Elementary	6	40,511	\$9.99
Sonora Elementary	6	35,836	\$6.90
Spreckles Union Elementary	6	74,174	\$4.03
Templeton Unified	6	60,217	\$4.23
Vallecito Union Elementary	6	51,032	\$5.16
Westside Elementary	6	44,278	\$7.10
Woodlake Union Elementary	6	42,803	\$6.87
Woodlake Union High	6	42,803	\$9.34

Four school districts in the above table had mileage similar to that of the Yreka Elementary Union School District.:

- Dixie Elementary School District, which operated at a cost of \$9.19 per mile/
- Hawthorne Elementary School District, which operated at a cost of \$7.86 per mile.
- Live Oak Unified, which operated at a cost of \$10.37 per mile.
- Sonora Elementary School District, which operated at a cost per mile of \$6.90 per mile.

The district's cost per mile of \$7.58 reported in its 2010-11 TRAN compares favorably with the costs of the four districts that most closely match its number of routes and mileage for the 2010-11 school year; only one of the four districts listed above had a lower cost per mile.

Transportation Service Options

The district has three broad options for how to continue providing transportation for its students.

Continue Contracting

Continuing to contract for transportation service would require the least work. This would involve preparing an RFP and contract documents as discussed earlier, as well as advertising the bid, scheduling a mandatory bidder's conference, and awarding the bid by approximately March 2013. If a new provider is selected, the provider would need time to determine a parking location, arrange for maintenance and fuel service, and hire employees.

FCMAT has received the name of a nationwide school transportation contractor that would like to be included in the district's next bidding for its transportation services. FCMAT will provide the district with this contractor's name and contact information for their use in the RFP process. Because the district is close to the Oregon border, some bidders may come from Oregon. California and Oregon have different rules for driver certification and bus equipment and certification. Any Oregon contractor would have to ensure that its drivers and buses used are certified for operation in California.

In a similar FCMAT study at a school district in southern California that had service provided by an outside contractor, the contractor charged \$317.08 for a five-hour-per-day, per route base rate. This contractor parked at the district's facility and used the district's offices and garage. In addition, the district paid for the fuel. Although it is difficult to compare prices when conditions are not identical, if the district used this rate for its four routes, its annual cost would be \$228,297.

Providing its Own Transportation Service

Another option is for the district to provide its own transportation services. This alternative would create an additional level of supervision and concern for an already small district administrative team. The most logical supervisor would be the maintenance supervisor; however, it is unknown if this person has any transportation department experience, and they may require additional training in order to assume the duties required.

The district would need to decide where to park their bus fleet. With a small fleet, it would be cost prohibitive for the district to build a transportation facility either on district property or new property it purchases. The district suggested that buses could be parked at the closed Gold Street Elementary School site; however, the school site is in a residential neighborhood and is not suited to bus parking and operations. The noise and exhaust would be disruptive to neighbors, and the district would need to obtain permits for industrial waste and storm water runoff. The state has strict rules regarding dirt, oil and grease that could potentially flow into the storm drain system. A release of fuel, oil, coolant, dirt and grime from a bus or soap from bus washing that travels into the local storm drains could have significant ecological impact on the local streams into which they flow. It would be best for the district to explore other industrial settings that already have permits for such uses and for vehicle parking.

Several other options for bus facilities are available, including the county road maintenance yard, the city corporation yard and a CalTrans yard, which are all located in Yreka. In other parts of California, school districts are allowed to park their buses in such yards. The county road maintenance yard is the most modern facility, and it already maintains the county's public transit buses. It is spacious, has areas for fueling buses, likely has the appropriate bus washing facilities (although FCMAT did not observe washing during fieldwork), and may be interested in

performing bus maintenance. The district would need to contact the county, the city or CalTrans to determine their interest and the cost of each option. Other possible options include local trucking or truck maintenance companies such as Onarheim Truck Repair.

The district's transportation operation is too small to justify the cost of a full-time mechanic, so the district would need to secure a truck maintenance shop that would be willing to maintain school buses. Not all truck maintenance shops are willing to take on this work because school buses are the most highly regulated vehicles in California and require specific and regular preventive maintenance inspection and repairs. Many shops also do not want the liability associated with maintaining school buses. Any company that maintains the district's buses will need to clearly understand the requirements in Title 13 of the California Code of Regulations, particularly Section 1232. A truck maintenance shop could contact the CHP Motor Carrier Inspection Division to have a representative explain the requirements for school bus maintenance.

The district would also need to secure a location for fuel purchases. Currently, Dole Transportation uses a Pacific Pride cardlock station in town. Cardlock stations are typically available 24 hours a day, seven days a week. They are unmanned and the driver needs a card that identifies the bus and/or driver and the owner of the vehicle, which is then swiped in the card reader. The district would then receive a statement that includes information such as when the bus was fueled, the quantity of fuel and the price.

Cardlock locations are usually able to provide school districts with invoices that are adjusted to exclude federal and state excise taxes for diesel fuel, from which school districts are exempted. The district would be required to acquire an exempt bus operations permit from the State Board of Equalization to obtain the excise tax exemptions.

The district would also need a location to wash the buses that has an approved sump or clarifier, assuming such facilities are not available at the parking location. Sometimes, regular car washes have large bays that can accommodate trucks or buses. Buses need to be washed over an approved sump or clarifier system, and should never be washed at a location where the soap, water and grime can flow into a storm drain.

The table below provides a conservative estimate of the cost of implementing a district-operated pupil transportation system for the existing four routes for fiscal year 2013-14.

Estimated Cost for the District to Operate its Own Pupil Transportation

	2013-14
Revenues	
State Revenues	\$108,249.00
Total Revenues	\$108,249.00
Expenditures	
Classified Salaries	\$60,300.00
Employee Benefits	\$38,714.30
Books and Supplies	\$24,450.00
Services, Other Operating Expenditures	\$36,000.00
Capital Outlay	\$97,000.00
Indirect Costs	\$16,718.30

Total Expenditures	\$256,464.30
Excess/(Deficiency) of Revenue/Expenditures	\$(148,215.30)
General Fund Contribution Required	\$148,215.30

Following is an explanations of how the various costs in the table were estimated.

Revenues

FCMAT assumed the same level of funding that will be received in fiscal year 2012-13.

Salaries and Benefits

- The lead driver position would drive a regular route, arrange for coverage when another driver is ill, maintain the bus routes, answer parent and community calls, assist with student discipline issues, and schedule bus maintenance. This position is calculated at five hours per day for 11 months, or 210 days. It is estimated that the salary for this position would be set at \$18 per hour or \$18,900 per year. With statutory benefits and the health and welfare cap set by the classified unit's collective bargaining agreement, the total cost for this position would be \$30,570.36.
- The three regular bus drivers would be responsible to drive regular routes and perform the necessary check of their vehicles before departure. Their rate is estimated at \$15 per hour and they would work four hours per day, 200 days per year (including holidays). Days in addition to school days and paid holidays would be used for activities that incur additional costs such as driver training and other unforeseen additional time. With statutory benefits and the health and welfare cap set by the collective bargaining agreement with the classified employee bargaining unit, the total cost for these three positions would be \$61,728.12.

For all lead and regular driver positions, FCMAT used the district's 2012-13 rates for all statutory benefits, and the estimates in this report do not include any increases or decreases in those rates for fiscal year 2013-14. The calculation also does not include payment of vacation time at the end of each fiscal year because the agreement with the classified employee bargaining unit only provides for payment upon separation of service.

- FCMAT estimates that substitute drivers would be required for approximately 15% of the days the regular bus drivers work, or 30 days per year. The estimated rate for substitutes is \$15 per hour, and they would work the four hours assigned to the regular drivers.
- This would result in a salary expense of \$5,400 and a total expense of \$6,715.82 when statutory benefits are included. No amount is included for district-paid health and welfare benefits because substitute employees are not normally entitled to them.

FCMAT used the district's 2012-13 rates for all statutory benefits and did not include any increases or decreases in those rates for fiscal year 2013-14.

- Amounts for administrative oversight have not been included in FCMAT's estimate because these are not known and at this time it is not possible to quantify the number of hours needed.

- Amounts for outings such as for sports or field trips have also not been included in the estimate above because they are not considered home-to-school transportation costs.

Books and Supplies

- Fuel is estimated at \$4.50 per gallon, assuming 37,000 miles driven and seven miles per gallon for the district's new buses.
- The cost of uniform purchase and/or rental would depend on negotiations with the district's classified employee bargaining unit; however, purchasing uniforms is the more cost efficient option. Consequently, FCMAT's estimate assumes that the district will purchase five shirts at \$18 each and one jacket at \$60 for each employee, all embroidered with the district's logo, and that employees will be responsible for laundering their shirts and jacket. Shoes and pants would be provided by the employees.

Services, Other Operating Expenditures

- Bus parking is estimated at \$50 per bus, per month, assuming a reasonable parking fee being charged by an existing truck yard.
- The district will need to secure the services of a state-certified school bus driver instructor. It would be ideal if the lead driver was also an instructor; however, the estimate assumes that this is not the case and that the district will use an independent contractor at an estimated cost of \$50 per hour for 70 hours of service.
- The cost of insurance is based on information received from the district.
- Bus maintenance is estimated at \$25,000 per year. This may be considered slightly high for new bus maintenance; however, it is a reasonable estimate of what a commercial truck shop may charge. Although new buses will initially be under warranty, not all repairs will be covered by warranty. As buses age, the cost of maintenance increases and will likely reach \$40,000 per year or more for the fleet of five buses.

Capital Outlay

- The district would need to purchase five buses: four for existing routes and one spare bus. This would enable the district to continue providing full service even if a bus breaks down or is otherwise out of service. This would also enable the district to have a bus available for field trips that coincide with the normal route times.

The estimate provided above is for four new, conventional 72-passenger buses at a cost of approximately \$123,500 each and one new coach type 84-passenger bus at a cost of approximately \$165,000. The estimate assumes a seven-year lease purchase with financing at 3%. After seven years the lease-purchase costs would end; however, bus maintenance costs would increase as buses age and warranties expire. Older used buses may be available for a much lower price; however, they are less reliable and would require more maintenance. Therefore, FCMAT assumed that the district would arrange for a lease purchase of new buses.

Indirect Costs

- These were calculated using the district's 2012-13 CDE-approved rate of 6.57%.

The district would also need to develop job descriptions for the lead driver and other bus drivers and place these positions on a salary schedule. Both of these actions are subject to collective bargaining. The collective bargaining agreement with classified employees would also likely need

to be revised to include clauses specific to bus drivers, such as route bidding, field trips, uniforms, and other items.

The district would need to take into account the cost of these negotiations with its classified employee bargaining unit. However, these costs are not included in the cost analysis above because they would be incurred in the fiscal year before a transportation system is implemented.

After a district begins providing its own home-to-school transportation service, moving back to contracted service becomes much more complicated because of the passage of Senate Bill (SB) 1419, which was made into law (Education Code section 45103.1) on January 1, 2002. This bill was designed to protect classified employees and requires that a cost savings be shown in order to move personal contracts for services from classified school employees to outside vendors. Although the code section is not specific about the types of service can be considered personal contracts, collective bargaining associations monitor school transportation closely, and FCMAT is not aware of any school district in California that has been able to move their pupil transportation service to an outside vendor since this law was enacted.

It would cost the district approximately \$60,000 more in the first year to provide its own transportation program than to use Dole Transportation. Assuming costs for both options would rise based solely on the prior year's CPI, the difference would increase to approximately \$68,000 by 2017-18 and could be exacerbated if the percentage between steps in the district's salary schedules exceed the CPI. Only when the district is able to retire its long-term debt on the purchase of the buses would there be a reversal of this trend; however, the amount would be mitigated to some degree by increased repair costs.

The state's funding of home-to-school transportation has been precarious and subject to deficit factors, and it is unknown how it will be affected in future budgets. This becomes even more uncertain because the state is now considering a weighted student average funding formula. The calculations used in this report are based on today's economic conditions and do not take into consideration circumstances that may cause increases, or decreases in either funding or expenditures.

Based on the estimate above, comparisons in the contract with Dole Transportation, and the estimated cost of continued contracting for service provided earlier, it would not be more cost-effective for the district to operate its own transportation program.

Cooperating With Other School Districts

Dole currently provides transportation services to four local school districts and another contractor provides one additional route for the high school district. Other nearby school districts operate one or more buses, and the Siskiyou County Office of Education operates approximately six special education, van-type buses. Although it would be a longer process, districts in the county could initiate a discussion to form a cooperative arrangement. This arrangement could take a number of forms:

1. A joint powers agreement (JPA), which is a separate public agency that serves its member school districts either by operating its own buses or contracting for service.
2. An informal or formal cooperative that operates its own buses with one of the school districts acting as the lead agency.
3. A cooperative of school districts that contract for service.

A larger organization would benefit all of the districts with more professional and stable supervision, driver training and maintenance.

Of the three options above, the formation of a JPA would be the longest process because it would involve determining other interested districts, performing a feasibility study and determining how that study would be financed. This can take two or more years, with the study taking a first year, determining whether a JPA is necessary and forming the JPA taking the next year, and operations beginning the third year. An excellent resource for analyzing such an agreement is available on the California Association of School Business Officials' website at <http://www.casbo.org/storeindex.cfm?findprimarycategory=1735&findsecondarycategory=876>

These options should be considered before the district implements its own transportation program because the formation of a JPA has been viewed by collective bargaining units as a contract arrangement which then invokes the requirements of Education Code section 45103.1.

Recommendation

The district should:

1. Consider the options for providing school transportation service through the formation of a Joint Powers Agreement with other local school districts before determining to operate its own transportation program.

Appendices

Appendix A

Sample Transportation Safety Plan

Appendix B

Sample Bus Rules

Appendix C

Sample Bus Misconduct Report

Appendix D

Sample Transportation Services Contract

Appendix E

California Air Resources Board Truck and Bus Rules

Appendix F

Study Agreement

Appendix A

Sample Transportation Safety Plan

TRANSPORTATION SAFETY PLAN FOR SCHOOL PERSONNEL

This Transportation Safety Plan contains procedures for school personnel to follow to ensure the safe transport of pupils and is in compliance with Education Code Section 39831.3.

HOME-TO-SCHOOL TRANSPORTATION PROVIDER

West County Transportation Agency is a public, Joint Powers Agreement or Agency formed by your school district or contracted by your district to provide safe, child-centered, economical and coordinated school transportation service for you. The information in the following paragraphs is intended to assist school personnel in their task of providing safe transportation.

Students shall receive a packet of school transportation safety and ridership information at least once when they are enrolled in school (Education Code Section 39831.5). Most schools continue to include this same information in the back-to-school packet annually for students. Most of this same information is presented below so school personnel may include this information in their daily contact with students, may utilize this in answering questions for students or the public or teachers may utilize this in developing instructional lessons for school transportation safety.

BUS ROUTES

Regular home-to-school bus route schedules are delivered to school offices several weeks prior to the beginning of the school in September. Although bus routes and stops change infrequently, occasionally notices are sent to schools or given directly to students. Any questions regarding any revised bus schedules should be directed to the Dispatchers at West County Transportation Agency. Routes are identified by a number. That number is located in the passenger window closest to the entrance door on each bus. Students need to have a designated school bus stop, and any student who wishes to ride another bus or travel to a different bus stop must have a signed permission note from a parent. Students without such a note will be allowed to leave the bus at their regular stop only, or will be returned to school. If there is not a bus stop located in close proximity to a student's home, one may be established by calling West County Transportation Agency at 823-7036.

Students are urged to get to the bus stop at least five minutes prior to the posted stop time. Bus stop times may change or vary depending on ridership changes made in the first couple of weeks of school. Drivers make a point to notify students and parents of any changes.

Students must remain orderly at the bus stop, must remain at least six feet back of the main traveled portion of the roadway and should be visible to the driver. Students must be respectful of property-owners where the bus stop is located, must keep their voices down and keep off of the property.

School staff should assist student bus riders particularly the first couple of weeks of school by reviewing the bus they are to board at the end of the day, identifying that on a temporary name tag, and walking out with students to the buses.

DETERMINING IF A PUPIL REQUIRES ESCORT

The driver in conjunction with the Transportation Agency, the School and the student's input shall determine if escort is required at a particular bus stop in compliance with Section 22112 of the California Vehicle Code. Particularly with new students registering in a school, whom the Transportation Agency may not have exact address information or home location, the driver may have to rely on the student input. If the input of the

student is unclear, the driver may need to radio to Dispatch to have them call the school to verify an address. Every stop requiring an escort will be clearly marked on the route sheet.

WALKING TO AND FROM SCHOOL BUS STOPS

Students should be very careful when walking to and from school bus stops. Parents should accompany young children to the bus stop and assist in keeping order while waiting for the bus. Children should be instructed to keep on sidewalks or on the shoulder, and far away from the main traveled portion of the roadway. Children should pay close attention to traffic, weather conditions, and visibility conditions. Visible clothing, or clothing and backpacks with reflective material should be worn at all times. Children should remain orderly at all times and refrain from boisterous conduct or horseplay while walking to and from the school bus stop. Children should not engage in conversation with strangers or accept rides from passing motorists. When walking to or from a bus stop, children should face traffic.

GENERAL RULES OF CONDUCT AT SCHOOL BUS LOADING ZONES

Students should wait in an orderly fashion while at the bus stop in the morning. They should be at the bus stop at least five minutes prior to the posted stop time. Students should be at least six feet back from the main traveled portion of the roadway and visible to the driver. Pushing, shoving or horseplay are not allowed at the bus stop. Students should be mindful of the bus stop location. Many are in driveways and on private property. Students are not allowed to throw rocks or other objects, play around, cause excessive noise, touch or tamper with the other private property or vehicles nearby. Once the bus arrives students shall wait for the driver to come to a complete stop and the door of the bus to open before they begin to move forward to the bus. Students should board the bus one-at-a-time, using the available hand-rails, and move quickly to an open seat. If a student drops papers or other objects while boarding the bus he/she should get the attention of the driver. NEVER GO UNDER OR NEAR THE BUS TO RETRIEVE PAPERS OR OTHER OBJECTS. The driver may not be able to see you!

In the afternoon, students should wait at school according to the established pre-bus-loading procedure at the school. Teachers or aides on duty at the bus loading area shall maintain order over students, keep the students well away from the location where the buses pull up and orderly release or escort the students to their buses. Teachers or aides on duty must remain at the bus loading zone until all buses have departed. Drivers may need their help for disciplinary matters or to take students back to the office. Ensure that no students get close to buses, touch them, and in no case may a student go under the bus.

When students depart from school on the bus and they are arriving at their bus stop, they must remain seated until the bus comes to a complete stop, the brakes are set and the door is open before they stand up to exit the bus. Students should have all of their clothes and supplies together in preparation for their bus stop. Students should use handrails when leaving the bus and shall walk away from the bus to the shoulder or sidewalk and walk directly home. If a student drops papers or other objects while he/she is leaving the bus, please get the attention of the driver. NEVER GO UNDER OR NEAR THE BUS TO RETRIEVE PAPERS OR OTHER OBJECTS. The driver may not be able to see you.

SCHOOL BUS DANGER ZONES

The areas closest to the perimeter of the bus are called the danger zones. Students are directed to be no closer than ten feet to the bus, except when loading and unloading. The vast majority of school bus accidents and injury to students occur outside of the bus in this danger zone. If a student drops papers, lunch boxes or other objects while loading or unloading from the bus the student must get the attention of the driver. NEVER GO UNDER OR NEAR THE BUS TO RETRIEVE PAPERS OR OTHER OBJECTS. The driver may not be able to see you!

SAFE RIDING PRACTICES

In compliance with Education Code Section 39831.5, students annually receive instruction on proper loading and unloading procedures including escorting by the driver, proper passenger conduct, bus evacuation and location of emergency exits and emergency equipment. Instruction may also include responsibilities of passengers seated next to an emergency exit.

Prior to departure on any school activity trip, all pupils riding on a school bus or a school pupil activity bus (SPAB) shall receive safety instruction which includes, but is not limited to, location of emergency exits, and location and use of emergency equipment.

In addition to the expectations spelled out to students in the above, drivers orient students to rules and expectations their first days of each school year. Rules are posted in the buses. Consequences for poor behavior and rewards for good behavior are discussed. Classroom behavior is expected on all school buses. Students must remain seated at all times, must keep all body parts inside the windows of the bus, must not eat, drink or smoke on the bus, must keep noise down, are not allowed to “roughhouse” on the bus and must follow all directions of the driver.

RED LIGHT CROSSINGS

When a student needs to cross the road and the stop is designated as an escorted crossing, the driver sets the parking brake, secures the bus, checks traffic, turns on the red lights, takes the key, opens the door and exits the bus with a hand held stop sign to escort the student across the road. The student should follow all of the directions of the driver, and not cross the road until the driver verbally tells the student to proceed. This crossing maneuver is considered most dangerous and students must be aware, alert and follow directions of the driver.

CLOTHING HAZARDS

In the past few years, there have been several serious student injuries or fatalities in other states due to clothing or backpacks that have drawstrings. The drawstrings have gotten caught in handrails on the bus, without the driver’s knowledge. Please inspect the children’s clothing or backpacks to ensure there are not drawstrings or other hanging objects that could get caught in the handrail or the door.

FIELD TRIPS

When planning a field trip, the school has several options. They may use a school bus, a school pupil activity bus (SPAB) operated by a charter bus company, use school owned automobiles or vans, use public transit or use parent-owned vehicles.

School Buses

School buses are the most highly regulated student transportation vehicles and school bus drivers are the most highly trained drivers in California. On any school field trip, whether on a bus or not, teachers shall have a roster of all students on the trip, an itinerary of the trip and should carry a supplemental first aid kit appropriate for the trip destination and activity intended. Teachers or coaches should plan all stops in conjunction with the transportation provider and should not allow students to eat while the vehicles are moving.

SPAB Buses

School Pupil Activity Buses are operated by a Charter Party Carrier (for-hire charter bus operator). SPAB buses need to be certified by the CHP Motor Carrier Inspector within the past 13 months and must have a certificate

on board that is signed and dated by the inspector. The driver must also have received some special training and must have at least a Class B license and a Special Driver Certificate valid for driving a SPAB bus. When you book a SPAB bus you must specify such and a school official shall inspect the bus certification and driver certification upon arrival at the school to pick up the group.

Public Transit

If the group intends to use public transit for their trip, the school should call the transit agency prior to the trip to ensure they are prepared for the group and to inquire regarding any special requirements for student groups.

School vehicles

If school vehicles are to be used, they must be consistent with the law (may not seat more than nine students and the driver—and constructed so as not to hold more than that) and have a properly licensed driver who is an employee of the District. All passengers must be seat-belted while in the vehicle. It is ideal if such drivers received training in defensive driving and first aid practices and if the vehicle were part of a regular and systematic preventive maintenance program.

Parent vehicles

The use of parent vehicles for field trips shall strictly adhere to District Policy. All parents shall show proof of appropriate insurance. In no case shall a vehicle be used that is designed for more than nine passengers and the driver. In no case shall more than nine passengers plus the driver be seated in a parent vehicle.

SPECIAL SITUATIONS OR CIRCUMSTANCES

If you encounter a student transportation safety situation that is not covered in this plan or seems unique, please contact West County Transportation Agency for direction or the School Pupil Safety Officer of the California Highway Patrol for direction.

Appendix B

Sample Bus Rules

Dear Parent or Guardian,

The West County Transportation Agency has adopted rules and regulations in conjunction with your local school district to assist students in understanding their responsibilities while riding buses of the Agency. These rules will assure safe and proper travel to and from school and are to be observed while waiting at bus stops, riding the bus home and to school, or on field trips. The following list of student actions constitutes violations of the established rules and regulations.

1. Abrasive body contact (slapping, hitting, poking, shoving, pulling hair, etc.)
2. Fighting on the bus, or at the bus stop.
3. Using other than the student's regularly designated stop.
4. Using profane language or obscene gestures.
5. Using unauthorized exits (emergency doors, windows, etc.)
6. Putting any part of the body out of the window at any time.
7. Any movement out of the seats while the bus is in motion.
8. Riding the bus after being denied the riding privilege.
9. Legs, feet and objects obstructing the aisle or facing to the rear in the seats.
10. Creating excessive noise.
11. Any improper bus stop procedures. (Not lining up, rock throwing, playing in the streets, any property damage at the bus stop, etc.)
12. Unauthorized opening, closing, or tampering of any kind with bus doors, windows, or emergency exits.
13. Any type of damage or defacing of the bus.
14. Lighting of matches, cigarettes or smoking of any kind.
15. Throwing any objects in, out of or at the bus.
16. Littering of any kind.
17. Transporting live animals, reptiles, or insects on the bus.
18. Eating, drinking, or chewing tobacco or gum on the bus.
19. Disrespectful to the driver.
20. Transporting of any object the driver feels is unsafe.
21. Giving improper identification when requested by the driver.
22. Tampering with radio or bus controls.
23. Failure to obey the driver's instructions or directions.
24. Failure to remain quiet at all railroad crossings.
25. Endangering life or limb of other people.
26. Other unauthorized or unsafe actions.

The authority of the bus driver as explained in Section of 14263 of the California Code of Regulations, Title 5, states that:

"Pupils transported in a school bus shall be under the authority of, and responsible directly to, the driver of the bus, and the driver shall be held responsible for the orderly conduct of the pupils while they are on the bus or being escorted across a street, highway, or road. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for a pupil to be denied transportation. A bus driver shall not require any pupil to leave the bus enroute between home and school or other destinations."

Appendix C

Sample Bus Misconduct Report

**WEST COUNTY TRANSPORTATION AGENCY
BUS MISCONDUCT REPORT**

STUDENTS NAME _____ GRADE _____ DATE _____

ROUTE NUMBER _____ DRIVER _____ SCHOOL _____

SECTION 14103 OF TITLE 5 OF THE CALIFORNIA ADMINISTRATIVE CODE STATES:

"Pupils transported in a school bus ... shall be under the authority and directly responsible to, the driver of the bus, and the driver shall be held responsible for the orderly conduct of the pupils while they are on the bus or being escorted across a street, highway or road. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for a pupil to be denied transportation. A bus driver shall not require any pupil to leave the bus enroute between home and school or other destinations"

NOTICE TO PARENTS

- 1) This report is to inform you of an act of misconduct involving your child.
- 2) Please understand the urgency of this notice and help us to correct this behavior.

THE FOLLOWING BUS RULE(S) WERE BROKEN:

- | | |
|---|--|
| 1. Student must sit facing forward with feet on floor. | 6. Spitting, eating, drinking, smoking or littering |
| 2. Excessive noise or loud talking | 7. Possession of live animal, insects, glass or weapon |
| 3. Distracting or disrespectful to driver | 8. Body parts or objects out window |
| 4. Students must follow driver's directions/insubordination | 9. Foul language or teasing |
| 5. Tripping, pushing, fighting, or throwing object | 10. Other _____ |

	<u>K-8 Grade</u>	CONSEQUENCES	<u>High School</u>
1 st Violation	Written Warning		Written Warning
2 nd Violation	Student Assigned Seat		Student Assigned Seat
3 rd Violation	Suspension from bus for 3 days		Suspension from bus for one week
4 th Violation	Suspension from bus for 10 days		Suspension from bus for
5 th Violation	Suspension from bus for <u>REMAINDER OF THE SCHOOL YEAR</u>		<u>NOT LESS THAN ONE MONTH</u> Suspension from bus for <u>REMAINDER OF THE SCHOOL YEAR</u>

SEVERE CLAUSE

Due to the severity of the violation, any level of consequence may be provided.

ACKNOWLEDGEMENT OF RECEIPT - Please sign and return to school.

Parent Signature _____

Student Signature _____

If loss of riding privilege is the consequence, the student will be off the bus from _____ to _____ inclusive and may return to the bus on _____.

HEARING

If a hearing is requested, please contact your school Principal or Dean or West County Transportation Agency official at (707) 823-7036.

White - Transportation Department Green - School Yellow - Parent Pink - Student Gold - Driver

Appendix D

Sample Transportation Services Contract

**NOTICE INVITING BIDS FOR THE
PURCHASE OF STUDENT BUS TRANSPORTATION SERVICE**

BID NO. 100-08/09

OPEN: September 26, 2007

TIME: 1:30 PM

Notice is hereby given that the Board of Education of the **Santa Rosa City School District** (hereinafter known as the District) of the County of Sonoma, State of California will receive, up to and not later than the date and time stated above, sealed bid(s) for the purchase of "Student Bus Transportation Services" Contracts. Such bids shall be received in the Oak Room E, Sonoma County Office of Education, 5340 Skyline Blvd. Windsor, California. Said bids will be publicly opened and read aloud by the District's representative on the above stated date and time.

The District listed herein has issued its Bid documents to coincide with solicitations made from the Sonoma County Office of Education (Special Ed. Transportation). It is intended to combine/share in the bidding process however, each agency will act independently in the awarding of a new service contract. Be informed that the bidding process may result in each agency awarding a contract to the same contractor or to separate independent contractors.

Interested parties should contact the following individual to obtain individual/separate agency bid documents:

Mr. Randall Hankins, Director of Purchasing Services
211 Ridgway Avenue, Santa Rosa, CA 95401-4386
Phone 707/528-5391 ~ fax 707/528-5102 e-mail <rwankins@srcs.k12.ca.us>

Each bid must conform and be responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided individually by the Santa Rosa City School District. Response documents shall be returned to the perspective agency sealed in the envelope(s) provided.

Each bid response shall be accompanied by a cashier's check or a satisfactory bid bond in the amount of \$100,000. Payable in favor of the Board of Education, Santa Rosa City Schools. The check or bond shall be given as a guarantee that the bidder will not withdraw any bid after the bid opening, and if awarded a contract, the check or bond will be held until the bidder has executed the contract as specified in the contract documents.

All bidders are required to attend (in person) a pre-bid conference to be held on September 5, 2007 at 9:00 AM in Redwood Room B, Sonoma County Office of Education, 5340 Skyline Blvd. Windsor, California.

The Board of Education reserves the right to accept or reject any or all bids in whole or in part/or waive any irregularity in any bid received. All bids shall be valid for sixty (60) days after the bid opening date.

Issued By: Randy Hankins, Dir. of Purchasing Services
Santa Rosa City Schools

Pub. August 22, 2007 and August 29, 2007 Santa Rosa Press Democrat

SANTA ROSA CITY SCHOOLS**BID No. 100-08/09****September 5, 2007****PURCHASE OF STUDENT BUS TRANSPORTATION SERVICES****INSTRUCTIONS TO BIDDERS****1. SUBMISSION OF BIDS**

Bids must be submitted in ink or typewritten where possible. All categories on the Bid Form(s) must be completed. Signature on Bids must be in ink to be considered acceptable. Each bid must give the full business address of the bidder and must be signed by the bidder or bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the Board of Education, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. Bids must be received in a sealed envelope with the Bid number on the front. Bids must be received by the designated opening time. Late Bids cannot be accepted and will be rejected unopened. It will be the responsibility of the bidder(s) to carefully examine all documents that comprise the bid and fully inform themselves as to the requirements of the bid.

2. ERRORS AND CORRECTIONS

Bidders are responsible to check carefully all conditions and specifications. The Board of Education will not be responsible for any errors or omissions on the part of the Bidder in making a Bid.

No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing Bid. Verify your Bids before submission as they cannot be withdrawn or corrected after being opened.

3. DISCREPANCIES/ADDENDUM

Discrepancies in and omissions from the Bidding documents or questions as to their meaning shall, at once, be brought to the attention of the District. Any interpretations, changes, additions or deletions will be made only by addendum duly issued, and a copy of such addendum will be mailed, faxed, or delivered to each person or firm receiving a set of Bid documents. The District will not be responsible for any other interpretations or changes. Any addendum issued must be initialed and or acknowledged and returned with other Bid response documents at the time set for the Bid opening.

4. FAILURE TO COMPLY WITH INSTRUCTIONS

Failure to comply with any of the instructions stated in the Bidding documents may result in rejection of the Bid.

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5. **BID SECURITY**

Bid proposals should be accompanied by a certified or cashier's check or bid bond for an amount of \$100,000.00, payable to the order of the Board of Education Santa Rosa City Schools. A bid bond must be secured by an admitted surety company, licensed in the State of California, and satisfactory to the Board of Education. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the performance bond and proof of insurance as required by the Contract Documents, the Board of Education shall have the right to award to another bidder and declare the bid security forfeited. The District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

6. **NON-COLLUSION DECLARATION**

All successful Bidders shall be required to sign a non-collusion declaration. A declaration sheet is attached and must be returned with the Bid.

7. **EQUAL OPPORTUNITY**

All successful Bidders shall be required to certify that he is an equal opportunity employer as defined in the Equal Opportunity Act of 1972. A statement of compliance sheet is attached and must be returned with the Bid.

8. **INSPECTION OF SITE**

Prior to bidding, the Bidder may visit the site, examine existing conditions and be responsible for the verification of areas, measurements or requirements necessary to provide a completed job. Visits shall be scheduled with Purchasing Services.

9. **ACCEPTANCE PERIOD**

Bids shall remain open, valid, and subject to acceptance for sixty (60) days after the opening date.

10. **PRE-BID CONFERENCE**

All bidders are required to attend (in person) a pre-bid conference to be held on September 5, 2007 at 9:00 AM in Redwood Room B, Sonoma County Office of Education, 5340 Skyline Blvd. Windsor, California.

11. **PROPOSAL CONTENT**

All proposals must include the following documents to be considered complete: Bid Response Forms, Bid Bond, Non-Collusion Declaration, EOE Statement of Compliance and the Statement of Reference (as required under Item 12 below).

12. **STATEMENT OF REFERENCES/COMPETENCY OF CONTRACTOR**

No Bid will be accepted from or contract awarded to a Contractor who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this contract, to whom a proposal forbid not been issued by the District, or who has not successfully performed on projects of similar character and scope to the proposed work.

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Contractors shall demonstrate their ability to provide Student Bus Transportation services that meet or exceed the industry's standards. Each Contractor shall submit a **Statement of Reference** with his/her Bid response that includes a description of the Contractor's organization, firm name, primary contact person to support this contract(s); address and telephone number of the office and facilities that would provide support under said contract(s); if a corporation and/or subsidiary, list the state in which incorporated, all officers, addresses; if a partnership/individual proprietorship list the name(s) and addresses of owners. In all cases provide a list of clients/business references (preferably local) that includes the name, address, telephone number, name of the contact person and a description/scope of the services provided.

The District reserves the right to examine the Contractor's resources and facilities, and to make inquiries of references supplied by the Contractor or to other known accounts of any Contractor who has submitted a Bid response to the invitation.

13. **EXECUTION OF CONTRACT**

The successful bidder shall, within ten (10) calendar days of notice of award of the Contract, sign and deliver to the Board of Education the executed Contract along with the performance bond and certificates of insurance required by the Contract Documents. In the event the bidder to whom an award is made fails or refuses to execute the Contract within ten (10) calendar days from the date of notification that the Contract has been awarded to the bidder, or fails to provide the bond and insurance certificates as required, the Board of Education may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the Contract, and may award the work to the next lowest responsible responsive bidder, or may reject all bids and call for new bids.

14. **BID NEGOTIATIONS**

A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be considered as non-responsive to that specific term.

15. **PREVAILING LAW**

In the event of any conflict or ambiguity between these instructions and State or federal law or regulations, the latter shall prevail.

16. **GOVERNING LAW AND VENUE**

In the event of litigation, the Contract Documents shall be governed by and construed in accordance with the laws of the State of California, with venue in the Superior Court in Sonoma County, and no other place.

17. **FORM OF CONTRACT**

The bidder selected by the Board of Education will be required to execute a Contract provided by the Board of Education in form and substance substantially similar to that included in the bidding package. The Contract and other documents are subject to the approval of the Board of Education and his legal counsel.

18. **BIDDERS INTERESTED IN MORE THAN ONE BID**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-

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proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.

19. BID PROTEST

Any bid protest must be in writing and received by the Board of Education's Office before 5:00PM no later than three (3) working days following bid opening and must comply with the following requirements:

- a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
- b. The party filing the protest must have actually submitted a bid for the Contract. A Subcontractor of a bidder submitting a bid for the Contract may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
- d. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- e. The bidder filing the protest must concurrently transmit a copy of the bid protest document and all supporting documentation, as required above, to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the Board of Education no later than 5 p.m., no later than two (2) working days after the deadline for submission of the bid protest or other receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings. A bidder may not rely on a protest submitted by another bidder, but must timely pursue its own protest.

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- h. If the Board of Education determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the Board of Education.
- i. A "working day" for purposes of this section means a weekday during which the Board of Education's office is open and conducting business, regardless of whether or not school is in session.
- j. The Board of Education reserves the right to shorten the time period for submitting and responding to a bid protest, whenever the Board of Education or its designee determines it is in the Board of Education's best interest to do so. Prospective bidders will be notified by addenda of any such change.

20. PURCHASES BY OTHER PUBLIC AGENCIES/"PIGGYBACK PROVISIONS"

Santa Rosa City Schools wishes to extend the terms of this Bid and subsequent contract(s), at the option of the Bidder/Vendor, to any other school district, community college district, public agency, including any county, city, or town within the Bidder's extended service area. Bidder/Vendor mutually agreeing to a Piggyback Provision shall offer upon request by any agency the same terms and conditions (except delivery schedules and specific quantities) at the same pricing for any identical item(s) specified, pursuant to Section 20118 and 20652 of the Public Contract Code.

The District waives its right to require such other Districts and agencies to draw their warrants in the favor of the District as provided in said Code sections. Acceptance or rejection of this clause will not affect bid outcome.

Bidder/Vendor is instructed to respond Yes/No on the Bid form document extended to other school districts, community college districts, or any other state agency as outlined in this section of the contract documents.

SANTA ROSA CITY SCHOOLS

BID NO 100-08/09

Date: September 5, 2007

PURCHASE OF STUDENT BUS TRANSPORTATION SERVICES

GENERAL CONDITIONS

Santa Rosa City Schools District, hereinafter referred to as "District" in accordance with specifications, these provisions and all other documents comprising this Bid, furnished by the District, requesting services, are to be delivered on a formal "Service Agreement" executed by both parties after award of the Bid to the successful Bidder.

The Santa Rosa City School District reserves the right to reject any or all bids, to accept or reject any one or more items or services of a Bid, or to waive any irregularities or information in the Bid or in the bidding.

1. **DEFINITIONS:** Where any work or phrase defined below, or a pronoun used in place thereof, is used in any part of this Request for Bid, it shall have the meaning herein set forth:

<u>Board of Education</u>	The Board of Education of the city of Santa Rosa (Elementary) School District and the City of Santa Rosa High School District, a.k.a. Santa Rosa City Schools
<u>Superintendent</u>	Superintendent of the Santa Rosa City Schools
<u>Bidder</u>	The party submitting the proposal
<u>Contractor</u>	The bidder to whom award is made
<u>Proposal</u>	The Bid Form

2. **INDEMNIFICATION:** The Contractor agrees to indemnify, hold harmless and defend the District, Board of Education, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees arising out of or resulting from performance or failure to perform the Contract, excepting only such injury or harm as may be caused solely and exclusively by District's fault or negligence. Such indemnification will include, but not be limited to claims of Contractor's employees and their heirs arising out of and in the course of this Contract.
3. **NON DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age, marital status or any other unlawful basis. The successful Contractor must agree to comply with applicable Federal and California laws including, but no limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410.

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4. **PERFORMANCE BOND, INSURANCE AND EXECUTION OF CONTRACT:** The Contractor will furnish a corporate surety bond in the annual amount of the Contract to guarantee the faithful performance of this Contract. The bond shall be for the term of the Contract and be renewed annually. The faithful performance bond shall be approved as to surety and as to form by the Legal Counsel for the District. The Contractor will furnish the performance bond to the District for review and approval no later than ten (10) calendar days after the Notice of the Award.
5. **INSURANCE:** The following documentation of insurance shall be submitted to the District within twenty (20) days of award of Contract: The Contractor shall furnish evidence of insurance covering all operations under this Contract in a form and with companies acceptable to the District as follows:

Comprehensive General Liability and Automobile Insurance: Without limiting Contractor's indemnification, Contractor shall maintain in force at all times this Contract is in effect policies of insurance as hereinafter described.

- A. A comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of Twenty Million Dollars (\$20,000,000.00), or one million (\$1,000,000.00) per person, \$20,000,000.00 per accident, with no annual aggregate limit. Property damage limits shall be \$10,000,000.00 per loss. The District shall be named as an additional insured on the policies by endorsements that shall be attached to the Contract as proof of insurance. Each policy shall provide for written notification by the carrier to the District at least ninety (90) days prior to modification, cancellation, failure to renew, or other termination.
- B. Contractor must provide a certificate of insurance from an insurance company or companies licensed to conduct business in the State of California by the State Commissioner of Insurance for a minimum of \$10,000,000.00. This insurance shall be with companies with a rating of A, AA, or AAA or better as listed in Best's Insurance Guide's latest edition. Contractor may provide the excess \$10,000,000.00 in coverage with a reputable insurance company through a surplus lines broker. All insurance is subject to approval by Superintendent.

Insurance shall provide coverage for passengers from the time they are delivered into custody of the Contractor's employees, when being picked up at home or school, until Contractor or Contractor's employees release them at the school into the custody of school personnel or at home or to other designated locations. Evidence of above insurance and of Worker's Compensation Insurance must be furnished to the District. Said evidence shall provide for ninety (90) days advance notice by certified mail to the District in the event of cancellation or material change in coverage.

Contractor shall not commence work under this Contract until all the insurance required under this section has been obtained, and until such insurance has been approved by the District. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.

Contractor shall furnish in subsequent years, to the District, annual evidence of the insurance coverage described above in a form and with companies acceptable to the District. Said evidence shall provide for ninety (90) days advance notice by certified mail, to the District in the event of cancellation or material change in the coverage.

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The policy above shall be endorsed with the following specific language:

- A. The Santa Rosa City Schools is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its governing board, officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.
- B. The inclusion of more than one insured shall not operate to impair the rights of the insured against another insured and the coverage(s) afforded shall apply as though separate policies have been issued to each insured.
- C. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss, excepting only for such injury or harm as may be caused solely and exclusively by District's fault or negligence.
- D. Coverage provided by this policy shall not be reduced or cancelled without ninety (90) days written notice given to the District by certified mail.
- E. The certificates must state that the insurance is under an occurrence based, and not a claims-made, policy (policies).

The following documentation of insurance shall be submitted to District and approved prior to commencement of work:

Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the District, at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of this Contract and suspend all further work pursuant to this Contract.

Workers' Compensation Insurance: The Contractor shall have in effect during the entire life of this Contract, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

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6. **LEGAL REQUIREMENTS:** Vehicle equipment and services covered by this Contract must comply with applicable laws, ordinances and other legal requirements, including, but not limited to the Federal and California Laws, Rules and Regulations Governing the Operation of School Transportation Vehicles, the pertinent provisions of the California Vehicle Code, Administration Code, pertinent provisions of the California Highway Patrol and Motor Vehicles Rules and Regulations, and Policies and Regulations of the Santa Rosa City Schools and the State of California.
7. **PAYMENT:** Payment will be made by the District to the Contractor monthly in arrears as charges accrue after receipt of properly documented invoices in accordance with the "Monthly Schedule Billing Summary." The form of the summary will be prepared jointly between the District and the Contractor and will include at minimum the information cited in section 8. The District will assign base schedule hours and miles to each bus schedule at the time the schedules are approved by the District. For the first two weeks of school, these figures will be the only basis of charge for all regularly scheduled vehicles.
8. **BILLINGS:** Monthly charges for transportation services shall reflect routes, specific sites, and the number of student days for each.

Monthly billings to the District shall set forth the charges for each of the following categories:

- A. Basic rate charges for buses/routes.
 - B. Charges for excess miles and/or time.
 - C. Charges for transportation on "other days" as defined in Section 8.E. under **DISTRICT SERVICE REQUIREMENTS** as cited in the Specific Conditions.
 - D. If a route is not required to be run due to school scheduling on a given day, there will be no charge to the District. If a route is required to be partially run, then a three-hour minimum will be in effect.
 - E. Mid-day runs may be charged as part of the a.m. run or the p.m. run, whichever has the shortest layover time; or, a minimum time mid-day usage may be established by the Contractor and times shall be computed the same as for a base rate.
9. **UNSCHEDULED SCHOOL CLOSING:** The District shall not be obligated to accept or pay for any services of the Contractor on those days when any school (s) of the district are closed to insure the health or safety of the students or for any other reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the District.

The District shall notify the Contractor of cancelled special bus trips not less than two (2) hours prior to the first scheduled pick up per trip. If the District fails to give the Contractor two (2) hours notification of cancelled special trips, the District shall pay the Contractor the driver's actual time or minimum call-out time, whichever is less.

10. **FORCE MAJEURE:** The Contractor will be excused from performance hereunder during the time and to the extent that services cannot be provided due to an act of God, fire, commandeering of material and equipment, products, plants, or facilities by the Federal or State Government. Satisfactory evidence must be presented to District, demonstrating that the non-performance was not due to the fault or negligence of the Contractor.

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When seeking an extension of time as a result of acts beyond the Contractor's control, Contractor shall present a written request for an extension of time to the District within ten (10) calendar days of the commencement of the act causing the delay.

11. **SAVINGS CLAUSE:** The Contractor and District hereto agree that in the event any provisions specified in the documents comprising the Contract are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

12. **TERMINATION**
 - A. **Termination for Cause.** Should the Contractor fail to comply with any of the terms or conditions set forth in this Contract, or should the District determine that the Contractor is in any way unfit, unqualified, or unable to perform the transportation needs of the District under the Contract, District may terminate this Contract for cause upon thirty (30) days written notice to the Contractor. The Contractor shall not receive termination fees for termination pursuant to this provision. In the event of such termination, the District may secure replacement services by agreement with another vendor or by any other method, the District deems advisable for the remainder of the Contract term. If the costs of replacement services exceed the costs under this Contract, the excess costs shall be at the expense of the Contractor and/or its sureties. The remedies hereunder shall be in addition to any other remedies available to the District in law or equity.

 - B. **Termination without Cause.** The District will have the option to terminate the Contract as of the anniversary date of each contract year. In the event of such termination, the only liability of the District for such termination shall be the termination fee, if any, as set forth in the Contractor's Bid Form. The District may exercise this option by mailing written notice, postage prepaid and registered or certified, to the Contractor at least ninety (90) days prior to the anniversary date at which termination date will be effective.

 - C. **Termination for non-funding:** Notwithstanding any of the foregoing provisions, if, for any fiscal year of this Contract the Board of Education fails to appropriate or allocate funds for future periodic payments under the Contract, the Board of Education will not be obligated to pay the balance remaining beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Contract upon mailing written notice, postage prepaid and registered or certified, to the other party. The Contractor shall not receive termination fees for termination pursuant to this provision.

13. **CANCELLATION:** Should the Contractor fail to comply with any of the terms or conditions set forth in this Contract, or should the District determine that the Contractor is in any other way unfit, unqualified, or unable to perform the transportation needs of the District under the Contract, then and in that event with thirty (30) days written notice to the Contractor, this Contract may be terminated. The Contractor shall not receive termination fees for termination pursuant to this provision.

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In the event the District determines that it will provide its own transportation services upon the expiration of this Contract, or any extension thereof, the District shall so notify the Contractor at least one-hundred twenty (120) calendar days prior to the expiration of the Contract

In the event of termination or expiration of Contract, or the District determining to provide its own transportation, the District may buy or lease, and the Contractor agrees to sell or lease to the District any or all of the buses that are then being used in direct application of this Contract, by one of the following methods and at a price determined as hereinafter defined:

- A. Outright purchase of any or all of the buses.
- B. Purchase any or all of the buses on a lease-purchase Contract over a period of three (3) years.
- C. Lease any or all of the buses over a period of five (5) years, with an annual purchase option.

In any such event, Contractor grants to the District an option to purchase or extend its lease hereunder as to any or all of the buses that are being leased or used by the Contractor in the performance of this Contract.

Should the District desire to purchase or extend this lease hereunder as to any or all of the buses, it shall exercise the option to purchase or lease by notifying Contractor in writing at least one-hundred twenty (120) calendar days prior to the expiration of this Contract.

In the event that the District exercises its option to purchase or lease any or all of the Contractor's buses, the fair market value of the buses shall be determined by appraisal of three (3) appraisers; one of whom shall be selected by mutual agreement of the District's and Contractor's appraisers.

Payment of the third expert shall be mutually shared. The value of each vehicle shall be established by a majority vote of the three experts. Should the District elect to extend its lease or, alternatively, to lease the buses with option to purchase, the appraisers shall additionally determine a fair basis for lease payments and/or option price.

It is understood and agreed that the District shall have the option to acquire any or all of the Contractor's buses on any of the above bases or on a combination of "A", "B" and "C", whichever is deemed to be in the best interest of the District. Interest rates payable by the District on Options "A", "B" and "C" above shall not exceed any existing statutory limit, or two (2) points over the existing prime rate, whichever is less.

14. **ASSESSMENT OF CHARGES AGAINST CONTRACTOR:** If the Contractor fails to provide any portion of the service required under the terms of this Contract, District shall be entitled to assess charges against Contractor as provided below. The assessment of charges shall not relieve Contractor of its obligations under this Contract including, but not limited to, the obligation to provide spare buses and qualified drivers in numbers sufficient to prevent interruptions in service.

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The District shall deduct the sum of charges assessed for a given month from the payment to the Contractor for that month from the payment to the Contractor for that month or in a succeeding month. The provisions of this Article shall not apply when the failure to perform is caused by conditions beyond the control of Contractor as determined by the District.

- A. Missed Trips. For purposes of assessing charges under this section, a “trip” shall mean the picking up of students at their homes or bus stops and delivering them to their school or other designated location, or the picking up of students at their schools and return them to their homes, bus stops or other designated location. Any bus that arrives fifteen (15) minutes early or late to a destination be it school, home, bus stop or other designated location, shall be deemed to have missed a trip.

Each day a bus misses a trip, the pro-rate cost of the trip, calculated as a percentage of the Minimum Daily Charge (Base Rate) for the bus, shall be assessed against the Contractor.

$$\frac{\text{\# of Trips Missed}}{\text{\# of Trips Scheduled/Day}} \times \text{Minimum Daily Charge (Base Rate)}$$

In addition, for each morning, mid-day, or afternoon trip missed a charge of one hundred dollars (\$100.00) per trip per day shall be assessed against Contractor.

- B. Number of Students Not Transported. For each student the contractor fails to transport, as set forth in the route(s) and schedule(s), by reason of contractor negligence/error, a charge of five hundred dollars (\$500.00) per student per day shall be assessed against Contractor. In addition, all costs incurred by District to transport student(s) the Contractor failed to transport shall be assessed against the Contractor.
- C. Failure to Report. Except as provided in paragraph (E.) below, for each failure to maintain records or make reports as required under the Contract a charge of one hundred dollars (\$100.00) shall be assessed against Contractor.
- D. Failure to Equip Buses Properly. For each failure to equip every bus scheduled to provide services under this Contract with all equipment required hereunder, a charge of fifty dollars (\$50.00) per day multiplied by the number of buses scheduled to provide service under this Contract shall be assessed against Contractor until all buses are equipped properly.
- E. Accidents/Injuries. For each failure to provide a timely verbal or written report of a school bus accident or incident involving an injury to the District as required under the Contract, a charge of five hundred dollars (\$500.00) shall be assessed against Contractor.
- F. Drop Off Procedures - Special Education Students. For each failure to follow the “Drop Off Procedures” refer to Passenger requirements SC Section 9, a charge of five hundred dollars (\$500.00) shall be assessed against Contractor.

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15. **DISTRICTS RIGHT TO WITHHOLD PAYMENT:** Notwithstanding section 14, the District has the right to withhold payment to the Contractor when in the sole opinion of the District expressed in writing to the Contractor within ten (10) working days after receipt of any demand for payment:
1. Contractor's performance under this Contract, in whole or in part, has not been carried out or is insufficiently documented;
 2. Contractor has neglected to, failed or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
16. **DISPUTES:**
- A. In the event of a dispute between the District and the Contractor as to an interpretation of any of the specifications, the decision of the District shall for the time being prevail and the Contractor, without delay, shall proceed as directed by the District without prejudice to final determination by negotiation, arbitration, mutual consent or litigation.
 - B. In the event the Contractor neglects to perform the work properly or fails to perform any provisions of this Contract, the District after three (3) days written notice to the Contractor, may, without prejudice to any other remedy District may have, make good on such deficiencies and may deduct the cost thereof from the payment then or thereunder due to the Contractor, subject to final settlement between the parties as in this paragraph hereinabove provided.
17. **CONTRACTOR INSOLVENCY:**
- A. If the Contractor should voluntarily or involuntarily file for bankruptcy or make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, the District may serve upon the Contractor and Contractor's surety notice of intention to terminate the Contract, and unless within five (5) days after the serving such notice, such violations cease and satisfactory arrangements for corrections thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.
 - B. In the event of such termination, the District shall have the right to take over and perform the Contract. If the Surety does not commence full performance of the Contract within ten (10) days after service of the notice of intention to terminate, the District may take over the work and perform the same to completion by agreement with another vendor or by any other method District may deem advisable all at the expense of the Contractor and/or its sureties. The remedies hereunder shall be in addition to any other remedies available to the District in law or equity.
18. **WAIVER OF BREACH:** The waiver by District of a breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or waiver of any subsequent breach of the same such term, covenant, or condition.

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19. **CONTRACT MADE IN CALIFORNIA:** This Contract shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.
20. **MEANING AND INTENT OF CONTRACT:** Should any questions arise as to the meaning and intent of the Contract, the matter shall be referred to the Legal Advisor of Santa Rosa City Schools who shall decide the true meaning and intent of the Contract and his or her decision shall be final and conclusive.
21. **FAILURE TO ENFORCE A DEFAULT OR OTHER RIGHT:** The failure by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such provisions thereafter.
22. **SEVERABILITY:** Should any part of this Contract be found to be unenforceable by a court of competent jurisdiction, the unenforceable part shall be severed, and the remainder of this Contract shall continue in full force and effect.
23. **NOTICE TO PARTIES:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and certified. Notices to the District shall be addressed to the Director of Purchasing Services at 211 Ridgway Avenue, Santa Rosa, California, 95401.
24. **COMPETENCY OF BIDDERS:** No Bid will be accepted from or contract awarded to a Bidder/Contractor who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this contract, to whom a proposal form has not been issued by the District and who has not successfully performed on projects of similar character and scope to the proposed work. Facilities may be examined by a representative of the Santa Rosa City School District prior to contract award.

Bidder shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of the contract awarded. It will be the responsibility of the Bidder to obtain any clearances necessary for completion of the contract. Bidders shall submit all applicable license numbers with their work performance history.

25. **ASSIGNMENT AND SUBCONTRACTING:** The contractor shall not assign or subcontract the work, or any part thereof, without prior written consent of the District, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless written consent of the District has been obtained.

No right under this Contract, nor claim for any money due or to become due hereunder shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the contractor is permitted to assign monies due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of the work. Should any subcontractor fail to

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perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the District. The Contractor shall be as fully responsible and accountable to the District for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the District.

26. **TAXES:** No Bid shall include Federal Excise Tax as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The District will pay California Sales Tax and Use Tax, if applicable, but the amount of this tax will be paid separately and shall not be included in your Bid price.
27. **CONTRACTOR'S LABOR RELATIONS:** Ninety (90) days prior to the opening of school during each school year, the Contractor shall provide the District with a report on the current status of Contractor's employer-employee relations setting forth (a) the name of the labor organization, if any, which represents the Contractor's employees; (b) pertinent information on the status of collective bargaining agreements, if any; (c) date of contract expiration; (d) machinery for resolving grievances and labor disputes; (e) information relating to current negotiations, if any; and (f) likelihood of resolving pending labor disputes, if any, prior to opening of school. No later than twenty (20) days prior to the commencement of the School Calendar Year, the Contractor shall deposit with the District a new or continuing agreement with the Contractor's employees for the School Calendar Year. Prior to commencement of services, the parties hereto shall formulate a plan for continuing transportation services under this Contract during a work stoppage or labor dispute that would disrupt transportation services to the District, and said plan shall be part of any labor agreement between Contractor and Contractor's employees, provided further, that during the period of said labor dispute fifty percent (50%) of the compensation due to the Contractor and the Contractor's employees for services rendered shall be withheld by the District. All funds withheld hereunder shall be paid to the Contractor within ten (10) days after resolution of the dispute.
28. **STRIKE BY DISTRICT'S EMPLOYEES:** In the event of a strike or work stoppage by any employee(s) of the District, the Contractor shall continue to fully perform all duties as set forth in this Contract.
29. **BINDING EFFECT:** This Contract shall inure to the benefit of and be binding upon the District and the Contractor and their respective successors and assigns.

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Date: September 5, 2007

PURCHASE OF STUDENT BUS TRANSPORTATION SERVICES

SPECIFIC CONDITIONS

- 1. SCOPE OF WORK:** The services shall consist of furnishing home to school bus transportation as required for students and other persons designated by the District, to and from schools operated by the District; such transportation to be furnished by means of buses herein specified and at such times and places as shall be specified by the District. The District reserves the right to change school hours, adjust starting times, increase or decrease service and to make periodic increases or decreases in the number and type of buses required.

The Contractor agrees to furnish all labor and equipment, including tools, implements, fuel, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material, men, subcontractor, artisans, machinists, teamsters, draymen, and laborers required in the bid proposal, all in strict compliance with the bid specifications. Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, fuels, and other facilities and services necessary for the proper execution and completion of the work.

CURRENT ESTIMATED AVERAGE TO AND FROM SCHOOL BUSING REQUIREMENTS ARE AS FOLLOWS:

Live Hours (daily) Base Contract/Route Hours	192
Average Hours:	205
 Live Miles (daily)	 3,313
Number of Regular School Days (annually)	180
Number of Special Ed. School Days (annually)	180
Type I Transport Routes	25
Number of Type I Students Transported (daily)	1,675 (one way)
Type II Special Ed. Transport Routes	34
Number of Type II Special Ed. Students (daily)	362 (one way)
Number of Type II Special Ed. Students per Bus (avg.)	11
Wheelchairs	0

The figures shown above are based on the current Spring 2007 bussing requirements

The Contract also includes the transporting of students and other persons designated by the District on field trips, activities and other non-routine events. For the purpose of field trips, activities and other non-routine events, the District reserves the right to enlist the services of another Contractor at its discretion.

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2. **INTENT:** The District intends to issue a five (5) year (2008/2013) renewable student bus transportation services contract in conjunction with similar student bus transportation bids by the Sonoma County Office of Education in an effort to make the bidding climate as competitive as possible. Both agencies will hold their pre-bid conferences simultaneously on the same date and at the same designated location (as specified in the Notice Inviting Bids). In addition, both agencies will conduct their bid openings simultaneously on the same date and at the same location (as specified in Notice Inviting Bids). Each bidding entity reserves the right to award a contract independent of the other.
3. **PROJECT SCHEDULE TIMELINES:** Any bidder returning a bid response does so acknowledging that he/she knows the bid document contains a "Project Schedule" that must be adhered to in order to secure available funding.
- Notice Inviting Bidders Published Press Democrat August 22, 2007 and August 29, 2007.
 - Pre-Bid Conference (Mandatory) 9:00 AM September 5, 2007 Redwood Room B, Sonoma County Office of Education, 5340 Skyline Blvd. Windsor, California.
 - Bid Opening Scheduled for 1:30 PM September 26, 2007 Oak Room E, Sonoma County Office of Education, 5340 Skyline Blvd. Windsor, California.
 - Evaluation & Staff Recommendation to Board
 - Award of Contract 10:00 AM October 12, 2007 Office of Randall Hankins, Director of Purchasing, Santa Rosa City Schools, @211 Ridgway Ave. Santa Rosa, California.
 - Execute Contract with successful Vendor
 - Service to begin July 1, 2008
4. **AWARD, REJECTION:**
- A. The District is under no obligation to accept the bid with lowest cost offered. Award will be made to the lowest reliable and responsive bidder, unless the District, at its sole discretion, believes that the public interest will be best served by accepting other than the bid with the lowest cost.
- The District has the authority to accept any bid that will best serve the public interest.
- The District reserves the right to accept or reject any or all bids and any part thereof and to waive any and all irregularities.
- B. In making the award, the District may take into consideration but is not limited to, the following:
- C.

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- 1) Bidder's experience, financial responsibility and capability.
 - 2) Bidder's safety record and driver training program.
 - 3) Bidder's ability to furnish new and/or pre-qualified used Class II and Class II wheelchair vehicles in the performance of this Contract.
 - 4) Assurance the bidder can be in effective operation by the starting date of Contract.
 - 5) Adequate insurance coverage as required by the term of this Contract.
- C. Prior to award, the District will require submittal of certifications, documents and assurances from bidder which will include, but not be limited to, the following:
- 1) Prior to award, bidder must be prepared to show evidence of ownership and availability or a guaranteed delivery of equipment required under the Contract Proposal.
 - 2) Bidder will be required to furnish evidence of intent and ability to comply with the California Education laws, rules and regulations governing the operation of school transportation vehicles, the California Highway Patrol and motor vehicle laws, rules and regulations, plus any Federal minimum standards governing school transportation vehicles effective during the term of this Contract.
 - 3) A letter of commitment to provide insurance coverage as provided by Section 5 of the General Conditions from a rated insurance provider(s).
- D. Award will be made in aggregate for all services required.
- E. The District in its absolute discretion may waive any informality, if it deems such waiver to be in the public interest.
5. **PROPOSAL OPENING, INSPECTION, AWARD:**
- A. Proposals will be opened on the date, time and at the location stated in the invitation to bidders.
 - B. Bidders may inspect the proposals after tabulation. Tabulation is generally available approximately five (5) business days after proposal opening.
 - C. Award shall be made at a scheduled public meeting of the Board of Education of the District.
6. **IMPLEMENTATION OF SERVICE:** The Contractor, within twenty (20) days after award of Contract, shall furnish the District with a Timeline Schedule detailing the following:
- A. Availability of specific equipment.
 - B. Availability and location of facilities.
 - C. Hiring of supervisory personnel.
 - D. Hiring and training of drivers and mechanics
 - E. Route definition and driver route orientation.
 - F. Contractor field service personnel assignments.

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7. **MANAGEMENT INFORMATION:** Contractor shall understand that this section is of utmost important to the District in that failure to fulfill the requirements of this section, or any other condition of the Contract documents, shall be considered a material breach of the Contract.

The Contractor will supply the District with information to enable the District to apply to the State Department of Education for reimbursement for student transportation. For this purpose, the relevant provisions of the Education Code and the rules and regulations adopted by the State Department of Education from time to time shall be a part of this Contract. The Contractor further agrees to submit upon request to the District:

- A. A report showing the total number of miles each bus traveled and the number of students transported on each bus for specified days on forms supplied by the District.
- B. A report showing the average number of students transported and the distance the students live from school.
- C. Copies of all accident reports within twenty-four (24) hours of the accident. In the event of injury or death, the Contractor will immediately notify the District.
- D. Monthly report on all late or missed trips, with cause of problem and corrective action taken.
- E. Notification of hazards or obstacles observed by Contractor personnel along routes and schedules provided by the District.
- F. Copies of all trip records showing schedules, number, type of trip, number of students carried, time of trip and miles traveled.
- G. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation Vehicle Inspection reports on Contractor buses.
- H. Preventive maintenance policies, records, and schedules.
- I. All bus maintenance records.
- J. Access to bus operational and maintenance cost records.
- K. Monthly summary report of trips other than regular, showing bus number, school, elapsed time, mileage, authorization numbers and cost.
- L. Any other reasonable and available information that may be deemed necessary by the District.

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Contractor agrees that any and all routing information, whether developed by Contractor or District, is the property of District, and that Contractor has no proprietary right to any such information.

8. **DISTRICT SERVICE REQUIREMENTS:** During the contract period, the requirements for student transportation services shall be as follows:
- A. **Minimum Daily Route Schedule.** Route schedules and times shall be computed as continuous, even though the shift may be split. All time computations will be computed from initial point of pickup to the last point of drop off at school in the morning, and from scheduled arrival time at the first school in the afternoon to the point of drop off of the last student in the afternoon. Deadhead time to and from Contractor's yard in the morning and afternoon shall not be included in base rate time computation.
 - B. **Mid-Day Runs.** Mid-day runs are those runs which start after 9:30 a.m. and before 1:00p.m. and shall be computed in either of the following ways, whichever serves the best interest of the District: mid-day runs may be charged as part of the a.m. run or the p.m. run, whichever has the shortest layover time; or, a minimum time mid-day usage may be established by the Contractor and times shall be computed the same as for a base rate.
 - C. **School Calendar Year.** The school calendar year covers the months of August through June, inclusive. During the school calendar year, the total number of buses contracted for are estimated to be required for each of 180 school days.
 - D. **Extended School Year.** The extended school year is approximately thirty (30) school days and covers all, or a portion, of the months of June, July, or August. The District shall provide the estimated number of students to be transported during this period on or before June 1 of each year. Currently, extended school year transportation is available only to Special Education students.
 - E. **"Other Days".** "Other days" are those days when school is not in full session as designated by the District. On the "other days", the number of buses and type of service shall be on an "available as requested" basis.
 - F. **Routing and Scheduling Buses.** Routing and scheduling of buses shall be the responsibility of the Contractor, with approval of the District. The District shall furnish the Contractor, on or before May 1, the approximately number of pupils by school to be transported. Based on this information, Contractor shall develop bus routes and time schedules and provide them to the District in writing and in a format acceptable to the District no later than June 1. District shall review proposed routes and schedules and in concert with Contractor shall make any necessary amendments to proposals by June 30 at which time routes and schedules shall be deemed final unless changes during the course of the school year. Contractor by July 31 shall provide District accurate copies in triplicate of each evacuation drills for each route to take place during the first two weeks of school.

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Contractor shall be responsible to provide complete routes and schedules to the District administration and a site-specific schedule to each school administrator. Such routes and schedules shall be provided no later than July 31 of each year. Documents shall be of suitable quality for mass duplication and distribution.

In addition, the written approval of the District is required for the addition of any routes to the Contract or to any bus modification that will result in any increase in overall charges to the District.

The District may, at its sole discretion, elect to provide all, or part, of the routing and scheduling services required under this Contract.

The District reserves the right to change school hours and bus stops, routes and schedules at any time, provided, however, that Contractor will be given at least one (1) week prior written notice after the first two (2) weeks following the start of school. During the first two (2) weeks of school, Contractor and District recognize that numerous changes in routes and schedules may be required and will cooperate closely to implement required changes as quickly and smoothly as possible.

Contractor acknowledges and recognizes that the District may be required to make the changes indicated above and agrees to provide for these changes as quickly and expeditiously as possible and within the time constraints indicated.

9. **PASSENGER CONSIDERATIONS:** The Contractor shall schedule all routes in keeping with safety to school children, so as to deliver students in accordance with A., B. and C. below.
- A. Special Education students shall not be picked up more than forty-five (45) minutes prior to the start of their classes without prior approval from the District. No Special Education student shall be required to ride or be in transit between home and school for more than thirty (30) minutes, except upon approval by the District. Students may arrive at their assigned schools no later than fifteen (15) minutes prior to the start of their classes and must be picked up within fifteen (15) minutes after the close of their classes.
 - B. No regular elementary student shall be kept on a bus longer than thirty (30) minutes and is not to arrive less than five (5) minutes before class or earlier than twenty (20) minutes before class begins. High school students are not to arrive less than ten (10) minutes before class or earlier than thirty (30) minutes prior to the beginning of classes. Buses for p.m. routes should be at schools when school is out and leave within ten (10) minutes.
 - C. Children are not to be transferred to another bus going to or coming from school, except in case of emergency or breakdown, or unless the bus scheduled calls for such transfer on school property.

SANTA ROSA CITY SCHOOLS
BID No. 100-08/09

STUDENT BUS TRANSPORTATION
SEPTEMBER 5, 2007

10. **EQUIPMENT REQUIREMENT:**

- A. **Inspection and Maintenance of Buses.** The Contractor shall keep and maintain all buses in good operating and running condition, and in a clean and sanitary condition; and in order to insure the same, the Contractor will make the buses available in the Contractor's garage for inspection by the District Representative for a minimum of two inspections annually. The District may inspect bus vehicles at any time to insure that all bus vehicles are maintained in a sanitary and safe condition. Inspection will be conducted at a specific school during a regular run. Dates and times of such inspections will not be posted in advance.
- B. **Age of Buses.** All Type I passenger buses utilized in this Contract shall be less than ten (10) model years old at the start of the Contract service and at no time during the Contract can any Type I passenger bus be older than fifteen (15) model years old. All Type II passenger busses (vans) shall be less than seven (7) model years old at the start of the Contract service and at no time during the Contract can any Type II passenger bus be older than twelve (12) model years old. Age of the buses during the tenure of the Contract shall be determined by the length of the Contract. All buses shall be properly certified by the California Highway Patrol, and meet all requirements of the California Administrative Code, Titles V and XIII, and the California Vehicle Code.
- C. **Required Modification of Equipment.** Any installation or modification of equipment required by a change in law or regulation shall be made by the Contractor at Contractor's expense. If an installation or modification of equipment is required by the District, reimbursement will be made by the District at a prior approved cost.
- D. **Stand-By Buses and Drivers.** Contractor shall keep ample stand-by equipment and drivers who are familiar with District routes available (equal to ten (10%) percent of buses and drivers in regular service) to assure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Stand-by buses and drivers shall meet the same requirements as buses and drivers assigned to regular runs.
- E. **Two-Way Radios.** Contractor will provide two-way radio equipment assuring communication with a base station dispatch terminal for each bus serving the Contract. In addition, Contractor will maintain sufficient spare mobile, two-way radio units to assure communications capability at all times. Contractor shall obtain District approval and inspection of such equipment prior to commencement of service by Contractor. CB radios are not acceptable. Failure to maintain each radio in good working order at all times when such buses are being assigned to transport students shall be a material breach of this Contract.

SANTA ROSA CITY SCHOOLS
BID No. 100-08/09

STUDENT BUS TRANSPORTATION
SEPTEMBER 5, 2007

F. Telephone Communications. In addition to normal business telephone lines, Contractor shall maintain an independent, unlisted line exclusively for incoming calls by District administration.

11. **VEHICLE IDENTIFICATION:** The Contractor shall assign to each vehicle an "Identification Number" (to be carried or marked by six (6) inch numerals painted on either all four (4) corners of the vehicle or on the front corners and rear center of the vehicle) and furnish the District the description of each vehicle and number on or before August 25th of each year. Contractor shall not use any markings, lettering which identifies such vehicles, or equipment with or as operated by the District. Route identification signs are not included in this prohibition.

A Route Number shall be assigned to each established basic elementary and secondary route. Each bus shall be identified by the work "Route" followed by the appropriate number in six (6) inch bold numerals. They shall be removable so that the route numbers can be transferred to substitute buses whenever necessary. The route identification number shall be placed in the front portion of the vehicle right hand lower area by windshield, and right side of the vehicle in window behind the passenger load door. If these locations are not applicable to vehicle codes, then the locations shall be placed in close proximity, clearly visible to students.

12. **DRIVER ASSIGNMENTS:** The Contractor agrees to assign drivers to routes on a permanent basis for the school year. The only times other drivers are to be assigned to the regular route is in the event of illness, resignation, or dismissal of the regular driver. Contractor understands that this item is of essence to the Contract.

13. **DRIVER QUALIFICATIONS:** The Contractor shall provide qualified drivers for each vehicle employed, trained and licensed in accordance with the California Laws, Rules and Regulations Governing the Operation of School Transportation Vehicles, and experienced with the regulations, handling and supervision of students. All drivers shall have had CPR Training and First Aid Training and shall hold valid First Aid Certificates and CPR Certificates issued by the American Red Cross. Drivers are to be able to identify and properly attend to epileptic-type seizures.

A. All drivers, including substitute and stand-by drivers, must be able to verbally communicate with students. In addition, all drivers shall be well groomed, wear a photo identification badge, and use appropriate language, and shall carry a timepiece and a Sonoma County map book at all times.

B. Each school bus driver employed by the Contractor to provide service to the District shall be in good health. Each driver shall have a chest X-ray or skin test indicating the driver is free from tuberculosis prior to driving a school bus in service of the District. Chest X-rays or skin test shall be required every four (4) years at Contractor's expense. Contractor shall establish and maintain a record-keeping system to assure that each driver meets this requirement. This system shall be available for review by the District.

SANTA ROSA CITY SCHOOLS
BID No. 100-08/09

STUDENT BUS TRANSPORTATION
SEPTEMBER 5, 2007

- C. Each driver shall have knowledge of the operation of the mobile two-way radio and all Federal Regulations covering its use.
 - D. Drivers shall be required to check in with Contractor for messages via radio each morning as they begin their route.
 - E. A driver shall contact dispatcher immediately upon determination that the bus shall be late in delivering students. Dispatch shall immediately notify the appropriate school(s) as to the reason for and the extent of lateness.
 - F. The Contractor shall employ at least one full-time trainer and safety instructor dedicated to this Contract who will also personally travel each route with the assigned driver at least once each semester to survey the driver's performance, route hazards, and equipment efficiency.
 - G. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor, and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the Contractor's ability to comply to the full extent of the contract with the District and the requirements contained therein. The Contractor further agrees that the District representative shall have the right to require removal from service any person or driver who, in the opinion of the District representative, is not qualified to operate a school bus to the operating and safety standards required by the District under the terms of the Contract.
 - H. Contractor shall not assign for service under the Contract any person who has been released, reassigned, transferred or otherwise removed from another route or assignment for any reason related to inappropriate conduct, verbal, physical, or otherwise, toward students or other persons.
14. **DRY-RUNS:** Dry-Runs will be conducted by the assigned driver for each route prior to the beginning of a new school year and/or extended session. A driver orientation will be conducted for all drivers who will be assigned to perform services for the District. The driver orientation shall include, but will not be limited to student management and safety; relationships with school personnel and the general public; discipline on the school bus; and other pertinent information. The cost of said dry runs and driver orientation shall be borne by the Contractor.
15. **SAFETY PROGRAM:** Contractor shall observe all requirements of local, state and federal laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the District. Route times shall be scheduled through mutual agreement between the District and the Contractor to provide for semi-annual Emergency Exit Drills. These drills should be scheduled within the first week of each school semester. If unexpected problems develop to prohibit such schedule drills during the weeks specified, a makeup drill shall be scheduled as soon thereafter as possible. The proposed drill schedule shall accompany each school's routes, which are provided by the Contractor to the District on July 31.

SANTA ROSA CITY SCHOOLS
BID No. 100-08/09

STUDENT BUS TRANSPORTATION
SEPTEMBER 5, 2007

16. **STUDENT DISCIPLINE:** The Contractor shall recognize its responsibility to the District for the maintenance of proper student discipline as an inherent factor to the safety of all persons aboard a school bus. The driver is to be reporting agent only and is not to perform acts of discipline. The following guidelines (among others) shall be of assistance to drivers employed by the Contractor in determining procedures to be followed in maintaining acceptable student discipline.
- A. Bus drivers have responsibility for maintaining proper discipline on their bus.
 - B. Student behavior problems that occur on the bus will be reported, through issuance of a student conduct report as supplied by the District, to the principal for disciplinary action.
 - C. The principal or designee will work with students who have been issued a conduct report by the driver in much the same way that he/she works with classroom referrals.
 - D. After the parents have been advised that a student has been a disciplinary problem on the bus, the principal may remove students from the bus for a short period of time. If behavior problems persist, the principal may remove a student from the bus permanently. Parents are to be notified by the principal in writing and provided an opportunity for a hearing on the matter with the principal.
 - E. In general, the bus driver is not authorized to remove students from the bus. In serious circumstances when a student is endangering the safety of other riders, an offender may be ejected at the school site immediately into the custody of an administrator. If such action is taken, the driver must notify the Dispatcher by radio, who will notify the District immediately.
 - F. The principal is responsible to inform students and parents of the District regulations, which relate to bus safety and behavior.
 - G. A copy of the District Student Transportation Policy, pertaining to student discipline, will be provided by District to Contractor no later than the third week in August of each Contract year, and it will become a part of this Contract as if contained herein.
 - H. The contract requires that every bus be equipped with a camera box and that not less than five (5) cameras be provided and operational. The cameras shall be rotated within the District's assigned bus fleet as may be necessary.
17. **LOCATION OF FACILITY:** The Contractor, while performing the requirements for transportation specified for the District, shall operate from a facility acceptable to the District within the District High School boundaries. Location of said facility shall be subject to approval of the District and may be changed only upon approval of the District.
18. **VEHICLE SPECIFICATIONS:** Contractor shall submit with his Proposal a complete listing of specifications identifying the bus chassis and bus body to be used in the

SANTA ROSA CITY SCHOOLS
 BID No. 100-08/09

STUDENT BUS TRANSPORTATION
 SEPTEMBER 5, 2007

services of the District. Vehicles so specified shall meet or exceed Federal and California Minimum Standards Governing School Transportation Vehicles, effective as of the date of Contractor's proposal.

19. **MINIMUM STAFFING BY CONTRACTOR:** To insure to the District responsible service for transportation activities, the Contractor shall employ and maintain a local management group qualified to perform assigned duties. Such assignments shall include, but not be limited to, a manager responsible for overall responsibilities for the operation, a director of safety and training, a director of operations, and a dispatching staff. Nothing in this section would prohibit the holding of more than one (1) position by any person.

Maintenance program requirements shall be directed by a person experienced in the School bus mechanical repairs field. Mechanical staff to be fully qualified and certified to perform maintenance service on school buses as provided under California laws now applicable and those laws subsequently enacted in this respect. All personnel assigned to perform under this Contract shall be subject to continuous approval by the District and by the Contractor.

20. **COMPLAINTS:** Contractor shall keep complete and accurate records of all written and oral complaints received regarding the services of the Contractor from all sources including but not limited to the District's employees or agents, parents of students, State and Federal agencies and school districts. Contractor further agrees to provide to the District a written monthly report listing said complaints and actions taken by the Contractor to resolve each complaint.
21. **SERVICE ADJUSTMENTS – NUMBER OF VEHICLES:** The District reserves the right during the Contract period to order the services of MORE or FEWER bus vehicles, each with a driver, than the estimated numbers recorded herein and to revise the numbers of children assigned to each bus vehicle and the schools to be served as conditions require. No action by District under this section shall be considered termination of the Contract, nor shall there be a termination charge. In the event the number is reduced, the oldest buses of the sizes involved shall be retired from service. If the number is increased, the additional charges shall be those reflected in the basic Contract rates. When additional bus vehicles are requested, the Contractor shall secure that number of additions within a thirty (30) day period.
22. **DISTRICT INFORMATION TO CONTRACTOR:** The District agrees to provide Contractor with the following information:
- A. Approximate number of students to be transported, to and from each school, by May 1.
 - B. The District will provide, to Contractor's local manager, written notice of unsatisfactory service on any route and schedule. Contractor will investigate and reply to District with a verbal report within twenty-four (24) hours; a written report within one (1) week on cause of problem and steps taken to correct it.

SANTA ROSA CITY SCHOOLS
BID No. 100-08/09

STUDENT BUS TRANSPORTATION
SEPTEMBER 5, 2007

23. **ADJUSTMENT IN COMPENSATION:** The rates in the Contract may be subject to adjustment upward or downward each year effective July 1 (as specified in the Contract Document, Item 4)

24. **PURCHASES BY OTHER PUBLIC AGENCIES/"PIGGYBACK PROVISIONS":** Santa Rosa City Schools wishes to extend the terms of this Bid and subsequent contract(s), at the option of the Bidder/Vendor, to any other school district, community college district, public agency, including any county, city, town within the Bidder's extended service area. Bidder/Vendor mutually agreeing to a Piggyback Provision shall offer upon request by any agency the same terms and conditions (except delivery schedules and specific quantities) at the same pricing for any identical item(s) specified, pursuant to Section 20118 and 20652 of the Public Contract Code.

The District waives its right to require such other Districts and agencies to draw their warrants in the favor of the District as provided in said Code sections. Acceptance or rejection of this clause will not affect bid outcome.

Bidder/Vendor is instructed to respond Yes/No on the Bid form document extended to other school districts, community college districts, or any other state agency as outlined in this section of the contract documents.

**CITY OF SANTA ROSA (ELEMENTARY) SCHOOL DISTRICT and
CITY OF SANTA ROSA (HIGH) SCHOOL DISTRICT**

211 Ridgway Avenue
Santa Rosa, California 95401-4386

SCHOOL BUS TRANSPORTATION SERVICE AGREEMENT

CONTRACT FOR FURNISHING BUS TRANSPORTATION AS REQUIRED FOR STUDENTS AND PERSONNEL OF THE CITY OF SANTA ROSA (ELEMENTARY) SCHOOL DISTRICT AND THE CITY OF SANTA ROSA HIGH SCHOOL DISTRICT, HERINAFTER CALLED SANTA ROSA CITY SCHOOLS OR DISTRICT, FOR THE TERM FROM JULY 1, 2008 TO JUNE 30, 2013.

This Contract, made and entered into this 5th day of June, 2008 by and between the District, acting by and through its Superintendent or Designee, and First Student Inc. hereinafter called the Contractor.

WITNESSETH:

Whereas, the District desires to obtain bus transportation for students and personnel of the District's schools under the terms and conditions hereinafter specified, and

Whereas, Contractor states and declares that he can furnish said bus transportation in accordance with the terms and conditions hereinafter specified, and

Whereas, this Contract was awarded by the District to the Contractor, and Contractor has posted the required Performance Bond and Insurance Documents.

Now, therefore, for and in consideration of the District's agreements and covenants hereinafter contained, Contractor hereby accepts all rights and assumes all obligations incident to and resulting from the furnishing of bus transportation for students and personnel of the District's schools as hereinafter set forth.

1. TERM

The term of this Contract shall be from July 1, 2008 through June 30, 2013 and renewable as per section 2, renewal provisions.

2. RENEWAL PROVISIONS

Unless otherwise affected and/or terminated by other provisions of this document the Contract may be renewed by mutual agreement between the District and the Contractor, such agreement to be completed in writing prior to May 1 of the current year-ending Contract term. Extensions would be made in increments of five (5) additional school years at a time up to a maximum of two (2) extensions or ten (10) years. The Contract as renewed shall include all the terms and conditions of this Contract, as well as the provisions for adjustment of rates, as revised under paragraph 4 below. Annual renewal is contingent upon Contractor's performance during prior year service, including conformance with all aspects of this Contract and any amendments thereto.

3. ENTIRE AGREEMENT

The Contract shall include this Agreement, all bid 100-08/09 documents, and the written proposal of the Contractor. No other warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed hereon in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Contract.

CONTRACT – Page 1 of 2

**CITY OF SANTA ROSA (ELEMENTARY) SCHOOL DISTRICT and
CITY OF SANTA ROSA (HIGH) SCHOOL DISTRICT**

211 Ridgway Avenue
Santa Rosa, California 95401-4386

SCHOOL BUS TRANSPORTATION SERVICE AGREEMENT

4. ADJUSTMENTS IN COMPENSATION

The rates in the contract may be subject to adjustment upward or downward after each year effective July 1. Such adjustments will be made in accordance with the Consumer Price Index of Pacific Cities, published by the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco Office (or its successor). The increase or decrease shall not exceed 6% of any given year, and shall be based on the "Urban Wage Earners and Clerical Workers" Schedule, for the San Francisco- Oakland-San Jose areas. Santa Rosa City school District shall endeavor to execute notice to the Contractor identifying any rate adjustments based on the index published for February ending. Based on said notice, adjustments will become effective for services rendered beginning July 1 and for that succeeding twelve (12) month period.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year herein above written and have affixed their official seals hereto.

Santa Rosa City Schools
School District

First Student, Inc.
Contractor

Doug Bower, Associate Supt. Business Services
Authorized Agent Name (typed)

Address

City State Zip

Name (typed) of Authorized Signatory

BY: _____

BY: _____

Title: Associate Supt. Business Services

Title: _____

Date: _____

Date: _____

For: _____

Corporation

(Corporate Seal)

Approved as to form:

By: _____

Legal Counsel

Date: _____

SANTA ROSA CITY SCHOOLS**MULTI-YEAR SERVICE CONTRACT FOR STUDENT BUS TRANSPORTATION**
July 1, 2008 THROUGH June 30, 2013

BID NO. 100-08/09

PERFORMANCE BOND**KNOW ALL MEN BY THESE PRESENTS**, that Board of Education

WHEREAS, the Governing Board of the Santa Rosa City Schools District by Resolution No. F-14, adopted January 23, 2008, has awarded to First Student, Inc., hereinafter designated as the Principal, a multi-year contract for Student Bus Transportation Services between

_____ and _____ and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal and _____, as Surety, are held and firmly bound unto the Governing Board of the Santa Rosa City Schools School District(s) /Agency(s), hereinafter called the Owner, in the penal sum of _____ DOLLARS (\$)) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Governing Board, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

PB - Page 1 of 2

SANTA ROSA CITY SCHOOLS
 BID No. 100-08/09

STUDENT BUS TRANSPORTATION
 SEPTEMBER 5, 2007

PERFORMANCE BOND

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fees to be fixed by the court. Surety further agrees that death of the Contractor shall not relieve the surety of its obligations hereunder.

IN WITNESS WHEREOF five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20____.

(To be signed
 by Principal
 and Surety with
 acknowledgment
 and Notarial seal
 to be attached)

 PRINCIPAL

By: _____

Title: _____

 SURETY

By: _____

Title: _____

The above Bond is accepted and approved this _____ day of _____, 20____.

 Clerk of the Board

Note: return with bid response

SANTA ROSA CITY SCHOOLS
STUDENT BUS TRANSPORTATION SERVICE
 July 1, 2008 THROUGH June 30, 2013
 BID No. 100-08/09

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
 as Principal, and _____ as
 Surety, are held and firmly bound unto the Santa Rosa City School District, hereinafter called the
 District, in the penal sum of \$100,000 lawful money of the United States, for the payment of which sum
 well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly
 and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the
 accompanying Bid dated _____, 20____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period
 specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after
 said opening; and if the Principal is awarded the Contract, and shall within the period specified
 therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to
 him for signature, enter into a written Contract with the District, in accordance with the Bid as accepted,
 and give Bond with good and sufficient surety or sureties, as may be required, for the faithful
 performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Bid within
 the period specified, or the failure to enter into such Contract and give such Bond within the time
 specified, if the Principal shall pay the District the difference between the amount specified in said Bid
 and the amount for which the District may procure the required work and/or supplies, if the latter
 amount be in excess of the former, together with all costs incurred by the District in again calling for
 bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and
 virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
 alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed
 thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this
 Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
 terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this Bond by the District and judgment is recovered, the
 Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be
 fixed by the court.

BID BOND - Page 2 of 2

SANTA ROSA CITY SCHOOLS
BID No. 100-08/09

STUDENT BUS TRANSPORTATION
SEPTEMBER 5, 2007

BID BOND

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, and the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Two Witnesses (if individual):

_____	By _____	Principal
_____	_____	_____
	Title	_____

Attest: (if corporation)

Corporate Seal

Attest:

Corporate Seal

_____	By _____	Surety
	_____	_____
	Title	_____

(To be signed by Principal and Surety
with acknowledgment and Notarial
seal to be attached)

The above Bond is accepted and approved this _____ day of _____ 2000.

Clerk of the Board of Education

Note: return with bid response

SANTA ROSA CITY SCHOOLS
BID NO. 100-08/09
PURCHASE OF "STUDENT BUS TRANSPORTATION SERVICES"
SEPTEMBER 5, 2007

NON-COLLUSION DECLARATION
(To Be Executed by Bidder and Submitted with Bid response)

I, _____, declare as follows:
(Name)

That I am the _____, of _____,
(Title) (Company Name)

the party submitting the attached BID/RFP document; declares that the BID/RFP is not made in the interest of, or on behalf of, any undisclosed persons, partnership, company, association, organization, or corporation; that the BID/RFP is genuine and not collusive or sham response; that the Bidder has not directly, or indirectly induced or solicited any other Bidder to put in a false or sham BID/RFP response, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham BID/RFP response, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the BID/RFP price of the Bidder or any other Bidder, or to fix any overhead profit, or cost element of the RFP price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the BID/RFP are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her BID/RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, or to any member of agent thereof to effectuate a collusive or sham BID/RFP response.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Executed this _____ day of _____, 2007,

At _____,
(City) (State)

Signature

Title

Authority: Public Contract code 7106
CCP 2015.5

Note: return with bid response

SANTA ROSA CITY SCHOOLS

Bid No. 100-08/09

Date: September 5, 2007

STUDENT BUS TRANSPORTATION SERVICES

EOE STATEMENT OF COMPLIANCE

NAME OF BIDDER

EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1972

The Santa Rosa City School District policy is in firm support behind the provisions of the Equal Opportunity Act of 1972. We, therefore, must be assured by the successful contractor in this Bid that he is an equal opportunity employer according to the provisions of the act. We, therefore, require the certification of each Bidder as part of the contract documents.

CERTIFICATE

I/we hereby certify that the _____
is an equal opportunity employer as defined in the Equal Opportunity Act of 1972. Upon request by the Fiscal Services Division, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1972.

Owner or Official of Firm:

Printed Name

Authorized Signature

Title

Date

EOE - Page 1 of 1

BIDDER'S QUESTIONNAIRE
Bid No. 100-08-09

TO THE BIDDER:

The following questionnaire is a part of the bid. Receipt of any bid without this completed questionnaire will be basis for rejection of the bid. The SUPERINTENDENT will consider, but will not be limited to, the information provided herein for evaluating the qualifications of the bidder and its organization to carry out satisfactorily the terms of the Contract. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any agreement executed as a result of the bid or bids involved.

I. DESCRIPTION OF BIDDER'S ORGANIZATION

1. Firm Name _____

2. Address _____

3. Telephone Number _____

4. Corporation Yes _____ No _____

a. Corporation (List officers and positions)

b. State in which incorporated _____

c. If bidder corporation is a subsidiary, give name and address of parent corporation.

Firm
Name _____

Address

Bidder's Questionnaire

Bid No. 100-08/09

Page 1

Telephone Number _____

4. Partnership Yes _____ No _____

a. List partners' names and addresses.

b. Individual proprietorship Yes _____ No _____

II. NATURE OF OPERATIONS

A. How long have you been engaged in the pupil transportation business under your present business name?

Number of years _____

B. Are you currently, or have you ever, provided transportation services for special education pupils?

Yes _____ No _____ Number of years _____

C. Have you now contracts, or have you ever contracted, to provide special education pupil transportation for any school district or County Office of Education in the State of California?

Yes _____ No _____ Number of years _____

If "yes", please provide the following information on each of the contracts (to supply special education pupil transportation services) that you have had with California school districts or County Offices during the last five years (use separate sheet if necessary):

1. Name and Location of School District or County Office;
2. Name and phone number of a contact person;

Bidder's Questionnaire

Bid No. 100-08/09

Page 2

3. Number of students transported daily;
4. Number of buses in operation daily;
5. Beginning and ending date of contract;
6. Was contract canceled for any reason? If so, why?

III. MANAGEMENT AND ADVISORY PERSONNEL

Describe the organization of your company including but not limited to the following:

1. Company executives - names and titles;
2. Management personnel who would be involved with implementing and working with this contract - names and titles, addresses, tenure with your firm, related experience and brief description of responsibilities;
3. Personnel who would be directly involved with the daily operations of this contract - names and titles, tenure with your firm, related experience and brief description of responsibilities;
4. Driver training and evaluation personnel - names and titles, tenure with your firm and related experience.

IV. DRIVER PERSONNEL

- A. State the number of school bus drivers now in your regular employment: _____
- B. Describe the following as they relate to your school bus driver selection process:
 1. Recruitment procedures;
 2. Procedures utilized in screening and selecting drivers from among the applicants;
 3. Reference checking procedures;
 4. Driver testing procedures.

- C. Describe your school bus driver training program including, but not limited to, the following:
1. Original training;
 2. In-service training;
 3. Training on transportation service for special education pupils.
- D. Describe any current or proposed driver motivation and discipline programs.
- E. Please set forth the driver wage scale and employee benefit package you would expect to implement.

V. **SAFETY PROGRAM**

- A. Describe the essential features of your current safety program for school bus drivers including but not limited to the following:
1. Number of annually scheduled safety meetings;
 2. Name and title of persons responsible and their related experience;
 3. School bus accident rate for preventable and non-preventable accidents per thousand miles of operations.
- B. Have any of your school buses been involved in accidents involving injuries or death in the past five (5) years? If so, please explain.
- C. Have any of your drivers been involved in accidents involving injuries or death in the past five (5) years? If so, please explain.

VI. **VEHICLE INFORMATION**

Please describe here the types of buses that will be provided for the Contract and indicate the following:

- A. Types of vehicles to be furnished.
1. Make of chassis
 2. Make of body

3. Model
4. Type
5. Year of manufacture

- B. If you do not currently own all the equipment necessary to perform the Contract, describe how you plan to acquire such equipment, and provide the timeline for such acquisition.

VII. FUEL PURCHASES

Please indicate by what method (drop shipment, card lock, etc.) you will be purchasing the bulk of the fuel to be used in servicing this Contract.

VIII. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Describe your current program and schedule for the preventative maintenance and repair of school buses. Description should include, but not be limited to, the following areas:
1. Location of the maintenance facilities you propose to use if awarded this contract and the time required to become operational;
 2. Name and title of personnel responsible for the management of the facility and their related experience;
 3. Method of evaluating road failures or vehicle break-downs and procedures to reduce repetitive failures;
 4. Number, title and level of experience of personnel who will be employed to service and repair the school buses.
- B. Please attach copies of Safety Compliance reports (California Highway Patrol Form 343, or the equivalent from other states) for each terminal you operate in California. If you do not operate any terminals in California, please attach equivalent reports for the four terminals you operate nearest California.

IX. FINANCIAL AND CREDIT DATA

- A. If your bid is considered for award, and if requested by the Superintendent will you supply the following data?

Bidder's Questionnaire

Bid No. 100-08/09

Page 5

1. Names and addresses of any banks where you regularly do business?
Yes [] No []
 2. The names and addresses of banks, finance companies, dealers, suppliers, etc., where you have notes or contracts payable?
Yes [] No []
 3. Credit references, including at least three trade or industry suppliers with whom you regularly conduct business?
Yes [] No []
 4. A Balance Sheet for the past three years?
Yes [] No []
 5. A Dunn and Bradstreet report and a certified financial statement on the net worth of the company?
Yes [] No []
- B. Please list the name(s) of surety companies which may be contacted for references as to the financial responsibility and general reliability of the bidder.
- C. Will you give cash discounts for timely payment of invoices? If so, please specify the terms offered.

X. **INSURANCE**

- A. If requested, will you authorize your insurance carriers to furnish in writing your accident loss ratio and workers' compensation loss ratio for the past three years?
Yes [] No []
- B. Please list the name(s) of your insurance carrier(s).

<u>Company</u>	<u>Address</u>	<u>Coverage</u>	<u>Contact Person</u>
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XI. **IMPLEMENTATION PLAN**

Describe what actions you will take in order to be in operation prior to August 28, 2003.

XII. EXPERIENCE

Please provide any other information or data that shows the experience and qualifications of your firm and/or that ensures that your firm will provide consistent and high-quality transportation services to the Superintendent.

XIII. ALCOHOL & DRUG POLICY

Please provide a copy of your company's policy regarding the use by employees of alcohol and illegal drugs.

Please be sure to make additional copies of any parts of the questionnaire before filling them in. (You need not use the actual questionnaire form, however, please take care to address all the questions.)

I, the undersigned, hereby certify that I am a representative of the firm named below, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Superintendent awards a Contract for transportation services to my firm, the information and commitments made within this Questionnaire will become part of the Contract between the Superintendent and my firm.

Name of Firm

Authorized Agent

Title

Date

SANTA ROSA CITY SCHOOLS

BID NO. 100-08/09

September 5, 2007

STUDENT BUS TRANSPORTATION SERVICES

DEFINITION OF TERMS AND METHODS OF COMPUTATION FOR BID FORM

1. BASE RATE

This term means the minimum daily charge for each bus used for the listed number of hours, i.e. 3, 4, 5, 6. Hours of use are to be considered as consecutive for billing purposes, although the bus schedules may call for split shifts consisting of one or more trips per bus in the morning and one or more trips per bus in the afternoon. (See Example #1 below.)

For the purpose of this RFP, all the hours are to be computed from first pick up at a designated bus stop until last drop off at a school in the morning; and from first pick up at school until last drop off at the designated bus stop in the afternoon. Deadhead times to and from Contractors' yard in the morning and afternoon ARE NOT to be included in the BASE RATE time computation.

Contractor may charge for any hour, or portion of an hour, in excess of the BASE RATE used by any bus as part of its regular schedule. (See Example #2 below.)

EXAMPLE #1 – A bus is utilized for 1-¼ hours in the morning and 1-½ hours in the afternoon. This is a three (3) hour BASE RATE bus, since the three (3) hour BASE RATE is the minimum daily charge per bus under this RFP, except where indicated in the accompanying documents.

EXAMPLE #2 – A bus is used two (2) hours in the morning and 1-½ hours in the afternoon. This is a three (3) hour BASE RATE bus, but Contractor can charge District for the additional fractions of hours in excess of BASE RATE by pro-rating the Hourly Rate listed in Section A of the RFP. Charges for fractions of hours are to be computed by quarter of hour to the next highest quarter hour.

2. MID-DAY TRIP, FIELD TRIP, ATHLETIC TRIP, SPECIAL ACTIVITY TRIP

These terms define trips requested by the District IN ADDITION to the regular bus schedule covered by the BASE RATE.

Time computation for trips under this heading are computed the same as for BASE RATE (See Example #1 above), that is, from point of first pick up to point of last drop off. Deadhead time to and from Contractor's yard IS NOT to be included.

For any trip under this heading which is scheduled after the bus has completed all, or a portion, of its BASE RATE schedule and has returned to the Contractor's yard, and which requires the bus to return to the contractor's yard after the Special Trip before completing the balance of the BASE RATE schedule, a minimum call-out charge MAY be established by the Contractor. (See Example #3 below.) This would also apply to evening, holiday, weekend or any other non-school day where service is requested in writing by the District.

For any trip under this heading where the bus is not required to return to the Contractor's yard, either before or after the trip, the minimum call-out charge IS NOT applicable. (See Example #4 below.)

**SANTA ROSA CITY SCHOOLS
 BID NO. 100-08/09**

**STUDENT BUS TRANSPORTATION
 SEPTEMBER 5, 2007**

EXAMPLE #3 - A bus completes regular BASE RATE morning trips and returns to Contractor's yard. The bus then leaves Contractor's yard and performs a special trip for the District and returns to the Contractor's yard before leaving for the regular afternoon BASE RATE trips. In this instance, the Contractor is entitled to a minimum call-out charge for special trips, as well as mileage and additional time charges, if applicable under Contractor Bid.

EXAMPLE #4 - A bus completed regular BASE RATE morning trips. The bus then departs from special trip point-of-origin without first returning to the Contractor's yard. Upon completion of the special trip, the bus returns to the Contractor's yard before leaving for regular BASE RATE afternoon trips. In this instance, Contractor IS NOT entitled to a minimum call-out charge, but can charge the District for additional hours and miles actually used at rates stated in Section B of the Bid Form.

3. EXCESS DAILY MILEAGE CHARGE

For the purpose of computing the BASE RATE for this RFP, the average daily mileage per bus will be 75 miles. Contractor MAY establish an additional charge per mile for miles in excess of the base 75 miles.

EXAMPLE #5 - If the Contractor furnishes ten (10) buses for schedules covered by this Contract, the Daily Base Mileage would be 750 miles. No excess mileage charge can be made for ANY bus until the total fleet daily mileage exceeds the Daily Base Mileage.

4. ASSIGNMENT OF BASE RATE

Upon completion of bus schedules and routes, the District and the Contractor will meet to assign the BASE RATE to each bus schedule as set forth in Instructions and Specific Conditions, Item 14.d.

This BASE RATE will be the charge for each bus schedule for the first two (2) weeks of school, regardless of any changes that may be required during that period for any bus schedule.

In the third week of school, the Contractor will review each bus schedule with the District and any adjustment in BASE RATE for any bus schedule will be made at that time.

Thereafter, no change in assignment of BASE RATE for any schedule can be made by the Contractor without prior approval by the District.

5. BUS SCHEDULE

Bus use describes the regular, written list of daily trips for each individual bus, showing stop locations, times and stops, destination location(s) and times at destination(s).

Such a schedule may also show specific routing instructions.

Appendix E

California Air Resources Board Truck and Bus Rules

FACTS ABOUT

Truck and Bus Regulation School Bus Provisions

On December 12, 2008, the California Air Resources Board approved the Truck and Bus regulation to significantly reduce particulate matter and oxides of nitrogen emissions from existing diesel vehicles operating in California. This fact sheet describes the regulatory requirements for school bus PM reductions consistent with the amendments considered by the Board in December 2010. For general information about the diesel regulation, see the Truck and Bus Regulation Compliance Requirements Summary fact sheet.

What does the regulation require?

Diesel-fueled school buses with a Gross Vehicle Weight Rating over 14,000 pounds are subject to the regulation. Owners must retire school buses manufactured before April 1, 1977, by January 1, 2012. Remaining school buses must have particulate filters (that reduce diesel PM emissions by 85 percent) installed according to the schedule shown below in Table 1.

Table 1: Percent of Total Fleet with Particulate Filters

Compliance Deadline, as of January 1	Percent of Total Fleet
2012	33%
2013	66%
2014	100%

What relief did the Board grant at the December 17, 2010, hearing?

The Board delayed the initial compliance date by one year and provided an optional three year delay until 2014 for school buses with engine model years 1988-1993. Additionally, the board added credits for electric, hybrid, alternative fuel, and pilot ignition engine school buses and they also reduced the reporting requirements.

How does the regulation define a school bus?

School buses are vehicles providing transportation of any school pupil at or below the 12th-grade level to or from a public or private school or, to or from public or private school activities.

What school buses are already in compliance with this regulation?

School buses with ARB-verified Level 3 (85 percent reduction of PM) particulate filters installed or engines meeting a 0.01 grams/brake horse power-hour PM emission standard and school buses with ARB-verified Level 2 (50 percent reduction of PM) particulate filters installed on or before December 31, 2005, if that was the highest level device available at the time.

What school buses are exempt from the regulation?

School buses with a GVWR less than or equal to 14,000 pounds, school buses registered as historic vehicles and non diesel-fueled school buses such as compressed natural gas fueled school buses are exempt.

Is there a provision for low use school buses?

Yes. School buses operating less than 1,000 miles in a 12-month period are exempt from the performance requirements of the regulation; however, these vehicles are subject to recordkeeping requirements.

What is required if a school bus cannot be retrofitted?

A delayed compliance date of January 1, 2018, is provided for school buses that cannot be retrofitted (e.g., 2-stroke engine buses and some pre-1987 model year school buses). By January 1, 2018, these buses must be replaced if no particulate filter is available or repowered with an engine on which a particulate filter can be installed. Recordkeeping and reporting requirements apply until the school bus is brought into compliance.

What are the reporting requirements?

Reporting is required when the owner of the fleet chooses to use the "Extension of Deadline for Unavailability of Verified Diesel Emission Control Strategy," which applies to buses on which a PM filter cannot be installed. The reporting requirements apply on January 31 of each compliance year through January 31, 2017. These buses are also subject to recordkeeping requirements.

Are there credits for fleets that have downsized?

Yes, there are credits for downsized fleets until January 1, 2014. A fleet that decreases their number of regulated school buses may reduce the percent requirement in Table 1 by the same percentage that the fleet has downsized since 2006. For example, a fleet that is 20 percent smaller than it was in 2006 would subtract 20 percent from the annual compliance requirement. If the compliance requirement for the year is 33 percent, the fleet would need to demonstrate that it had PM filters on 13 percent of the existing fleet (33 percent - 20 percent = 13 percent). All school buses in the 2006 baseline fleet and in the fleet on January 1st of the compliance year are subject to the recordkeeping requirements.

Are there credits for fleets with alternative-fuel vehicles?

Yes. Fleets with electric, hybrid, alternative fuel or pilot ignition engine school buses with a GVWR greater than 14,000 pounds shall receive a credit to treat a diesel school bus as compliant until January 1, 2014.

When is a California Highway Patrol safety inspection required?

The CHP safety inspection is required after a PM filter is installed and before the school bus returns to service.

How have retrofits on school buses performed?

Retrofit PM filters have proven to be a cost-effective option for school buses. Thousands of filters have already been installed on school buses throughout the state, with fewer than one percent exhibiting issues. When issues have arisen, PM filter manufacturers have worked with fleets to resolve them.

How are retrofits a cost-effective approach for reducing PM emissions?

Approximately seven school buses can be retrofitted for the same amount of money as one new school bus replacement. A PM filter costs less than a new bus even when considering the added cost of infrastructure and electricity. Also, fleets will incur maintenance costs regardless of whether an aftermarket filter or an original engine manufacturer filter is installed on the school bus.

Is incentive money available?

The Lower-Emission School Bus Program provides limited financial incentives of up to \$20,000 per bus to install diesel PM filters and up to \$140,000 per bus to help replace high-emitting pre-1987 model year buses (match funding is required to replace 1977-1986 model year buses) to reduce toxic PM emissions. The use of fully-funded diesel PM filters substantially reduces school children's exposure to toxic diesel PM and is the least expensive compliance option.

This funding does not cover the cost of a typical hybrid school bus. The Hybrid Truck and Bus Voucher Incentive program permits combining funds from the Lower-Emission School Bus Program to finance up to the full cost of a new hybrid school bus. Additionally, many local air districts collect motor vehicle registration fees and other funds which may be used to replace or retrofit school buses. Information about the LESB program is located at www.arb.ca.gov/bonds/schoolbus/schoolbus.htm.

For More Information

Fact sheets, compliance tools and regulatory documents are available at www.arb.ca.gov/dieseltruck or by calling ARB's diesel hotline at (866) 6DIESEL (634-3735).

To obtain this document in an alternative format or language please contact the ARB's Helpline at (800) 242-4450 or at helpline@arb.ca.gov. TTY/TDD/ Speech to Speech users may dial 711 for the California Relay Service.

Appendix F

Study Agreement



CSIS California School Information Services

**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT**

April 4, 2012

The FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT), hereinafter referred to as the Team, and the Yreka Union School District, hereinafter referred to as the District, mutually agree as follows:

1. BASIS OF AGREEMENT

The Team provides a variety of services to school districts and county offices of education upon request. The District has requested that the Team provide for the assignment of professionals to study specific aspects of the Yreka Union School District operations. These professionals may include staff of the Team, County Offices of Education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this Agreement.

In keeping with the provisions of AB1200, the County Superintendent will be notified of this agreement between the District and FCMAT and will receive a copy of the final report. The final report will be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

The scope and objectives of this study are to:

The Yreka Union School District, consisting of grades K-8 is requesting that the FCMAT Team conduct a review of the Regular Home to School Transportation Services. The District currently contracts with an external service provider for student transportation for home to school services. The district is requesting the FCMAT Team to develop a proposed operating budget to determine the cost effectiveness of the district providing their own transportation services. The following scope of work is provided:

- 1) Conduct a review of the transportation costs utilizing two years of Audited Financial Statements and the 2011-12 fiscal year budget for costs to pay the current service provider for transportation services. The objective is to determine district trends for revenues and expenditures and make recommendations to provide cost comparisons to determine the cost effectiveness and financial feasibility of the district operating its own transportation department.
 - a) Provide budget Assumptions for 2012-13 fiscal year
 - b) Develop the proposed operating revenues and expenditures as a percent of the total budget
 - c) Revenue line item explanations
 - d) Operating Expenditures
 - e) Expenditure line item explanations
 - f) Sources and Uses of Funds
 - g) Debt Obligations if leases are proposed for the purchase of buses
 - h) Operating Improvements
 - i) Capital Improvements
 - j) Capital Contingency Fund
 - k) Capital Asset Distribution
 - l) Interagency transfer of funds

- 2) Provide recommendations for appropriate staffing levels and the organizational structure for the proposed transportation department using comparative school districts. Comparisons should be made to six school district departmental operations of similar size and structure regarding productivity and efficiency models and shall include the following components:
 - a) Personnel Summary by District position
 - b) Review Job Descriptions
 - c) Review customer service records or logs
 - d) Review support training by position

- 3) Review specifically the operations of transportation services which shall include the following: Operations, Routing, and Scheduling and make recommendations to develop the department's operational requirements for Home to School Transportation.
 - a) Review and provide Student Demographic Data
 - b) Review records from the district's service provider and develop the Average Weekly Ridership by Site, Resource & District and forecast summary

- c) Develop routing methodologies including the use of automated routing software
 - d) Propose the number of routes including board policies regarding walking distances
 - e) Review the bell schedules and school start times
 - f) Provide sample vehicle maintenance and Inspection report requirements
 - g) Propose bus loading and student counts
 - h) Review the School Bus Inventory, if any, School Bus Procurement Schedule and Equipment availability
 - i) Review equipment and driver requirements for field trips
 - j) Provide customer service or complaint logs
 - k) Review the IEP process for student transportation
 - l) Review board policies, administrative regulations and past practices regarding open enrollment policies for busing students, if any.
- 4.) Provide a fiscal summary of the current transportation providers cost versus the proposed cost for the district to operate its own transportation department.

B. Services and Products to be Provided

Orientation Meeting - The Team will conduct an orientation session at the District to brief District management and supervisory personnel on the procedures of the Team and on the purpose and schedule of the study.

On-site Review - The Team will conduct an on-site review at the District office and at school sites if necessary.

1. Exit Report - The Team will hold an exit meeting at the conclusion of the on-site review to inform the District of significant findings and recommendations to that point.
2. Exit Letter - The Team will issue an exit letter approximately 10 days after the exit meeting detailing significant findings and recommendations to date and memorializing the topics discussed in the exit meeting.
3. Draft Reports - Electronic copies of a preliminary draft report will be delivered to the District administration for review and comment.
4. Final Report - Electronic copies of the final study report will be delivered to the District administration following completion of the review. Written copies are available by contacting the FCMAT office.

5. Follow-Up Support – Six months after the completion of the study, FCMAT will return to the District, if requested, to confirm the District’s progress in implementing the recommendations included in the report, at no cost. Status of the recommendations will be documented to the District in a FCMAT Management Letter.

3. PROJECT PERSONNEL

The study team will be supervised by Anthony L. Bridges, CFE, Deputy Executive Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

- | | |
|----------------------------|---|
| <i>A. Julie Auvil, CPA</i> | <i>FCMAT Fiscal Intervention Specialist</i> |
| <i>B. Michael Rea</i> | <i>FCMAT Consultant</i> |
| <i>C. Joe Bjerke</i> | <i>FCMAT Consultant</i> |

Other equally qualified consultants will be substituted in the event one of the above noted individuals is unable to participate in the study.

4. PROJECT COSTS

The cost for studies requested pursuant to E.C. 42127.8(d)(1) shall be:

- A. \$500.00 per day for each Team Member while on site, conducting fieldwork at other locations, preparing and presenting reports, or participating in meetings.
- B. All out-of-pocket expenses, including travel, meals, lodging, etc. The District will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon acceptance of the final report by the District.

Based on the elements noted in section 2 A, the total cost of the study is estimated at \$12,000.

- C. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. RESPONSIBILITIES OF THE DISTRICT

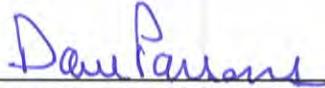
- A. The District will provide office and conference room space while on-site reviews are in progress.
- B. The District will provide the following (if requested):
1. A map of the local area
 2. Existing policies, regulations and prior reports addressing the study request
 3. Current or proposed organizational charts
 4. Current and two (2) prior years' audit reports
 5. Any documents requested on a supplemental listing
 6. Any documents requested on the supplemental listing should be provided to FCMAT in electronic format when possible.
 7. Documents that are only available in hard copy should be scanned by the district and sent to FCMAT in an electronic format.
 8. All documents should be provided in advance of field work and any delay in the receipt of the requested documentation may affect the start date of the project.
- C. The District Administration will review a preliminary draft copy of the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the Team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The District shall take appropriate steps to comply with EC 45125.1(c).

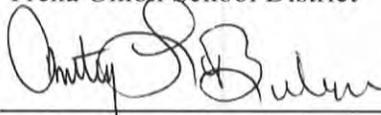
6. PROJECT SCHEDULE

The following schedule outlines the planned completion dates for key study milestones:

<i>Orientation:</i>	<i>to be determined</i>
<i>Staff Interviews:</i>	<i>to be determined</i>
<i>Exit Interviews:</i>	<i>to be determined</i>
<i>Preliminary Report Submitted:</i>	<i>to be determined</i>
<i>Final Report Submitted:</i>	<i>to be determined</i>
<i>Board Presentation:</i>	<i>to be determined</i>
<i>Follow-Up Support:</i>	<i>If requested</i>

7. CONTACT PERSONName of contact person: Karen Gosting, Chief Business OfficerTelephone: (530) 842-1168 FAX: (530) 842-4576E-Mail: kgosting@yrekausd.netDave Parsons, Superintendent
Yreka Union School District4-18-12

Date

Anthony L. Bridges, CFE
Deputy Executive Officer
Fiscal Crisis and Management Assistance TeamApril 4, 2012

Date