

## TRANSPORTATION CONTRACT

This contract is an agreement between the Colchester School District, a duly constituted School Board, and Student Transportation of Vermont dba Mountain Transit (hereinafter referred to as the Contractor). This contract is for the transportation of school students beginning July 1, 2017 and continuing for a period of five (5) years under the conditions specified herein.

### 1. TERMS

This contract shall remain in effect for a period of (5) five years.

### 2. EQUIPMENT REQUIREMENTS

All buses shall meet the inspection and specifications for safety requirements of the State of Vermont Department of Motor Vehicles, and the approval of the members of the Board.

- A. The contractor shall use up to (19) 71 and 77 passenger buses and (3) Type 2 vans equipped with two-way radios and digital cameras. The contractor shall be responsible for the maintenance and installation of this equipment. In year 1 all buses will be 2009 or newer. In year 2 all buses will be 2010 or newer and each subsequent year the fleet will be subject to an annual replacement schedule and have an average of 8 year or newer.
- B. The contractor, through a contract agreement with the District may register the buses with municipal plates. However, this will not change or alter the insurance requirements listed under this agreement.
- C. Breakdown and School Activity Transportation – In addition to the regular transportation of school students under section “A” of Equipment Requirements - Three (3) buses will be available to the District, at the option of the District for the purpose of transportation for a breakdown or to and from extra-curricular school sponsored activities.

### VEHICLE MAINTENANCE

The Contractor shall be responsible for the proper maintenance and cleanliness of all buses at all times during the contract period, and in keeping with the laws and regulations of the State of Vermont.

In accordance with Vermont State law, the Contractor shall require its drivers to inspect and maintain a daily log of their buses pre-trip and to report in writing any defects that may affect the safe operation.

At any time during the contract period, the Colchester School District reserves the right to inspect any and all buses or to ride any bus as a passenger. The District may require the Contractor to remove from service any bus deemed to be unsafe, or not in compliance with Federal and State law. Any vehicles used in fulfillment of this contract, which are subject to manufactures recall, shall have the required corrections made promptly and correctly. All tires used on buses shall meet minimum tread requirements, and be in good overall condition on any vehicle transporting pupils.

Concerns of the School Board Administration or taxpayers, as to the safety of the equipment shall be addressed to the Superintendent of schools; and if not resolved, shall be discussed by the Board and the Contractor at an official School Board meeting.

## ROUTES

The contractor shall transport students to and from the Colchester Scholl District schools, for the duration of the school year of 178 days, over such routes as established, by the School Board or school board designee. Any changes in these routes shall be reflected in the yearly cost based on the additional hourly rate established in this contract subject to the approval of the Colchester School Board.

Bus routes, including scheduled bus stops, the school calendar and the time schedule of school opening and closing, will be communicated to the Contractor by the Colchester School District designee.

It shall be the responsibility of the Contractor to drive over all the routes to ascertain the actual mileage and hours, and to determine their equipment suitability for said route. A description of the current bus routes will be provided to the Contractor by the Principal's office by August 1 of each year to include the student roster information from each school required to assign the seating in the school bus making the Contractor and driver aware of the student ridership on each bus. When the routes are adjusted to add or remove students it is up to the District to notify the Contractor. A copy of the updated route sheet is to be submitted to the Contractor stating what the change is. All (19) of the type 1 home to school routes for the Colchester School District are contracted at an average of 5.25 hours per day, per bus for the AM and PM routes, 2 hours per day per bus for the (3) type 2 buses performing mid day EEE/Pre School routes, 4 hours per day for 142 days per year for the Bridging program route and 2 hours per day per bus for the (5) daily vocational buses. The bridging program and the vocational bus routes are performed with existing buses in the fleet. All routes are contracted for 178 days minimum per year. If there is additional time added for any route it will be discussed with the District by the Contractor to determine how to correct the timing on the route.

If any of the routes should exceed an average route times listed above then additional time shall be billed at \$45.00 per hour in year 1 and increase each year at the same percentage as the daily transportation.

#### BUS DRIVER REQUIREMENTS

- A. Contractor in conformity with the provisions of Title 23 section 1281-1285 of the Vermont Statutes annotated shall select drivers.
- B. Contractor shall submit evidence, at the contractor's expense, to the Colchester School District showing, on a yearly basis, that the drivers assigned to your district are in compliance with all Federal and State Motor Carrier Laws for DOT Medical requirements. At the districts request a copy of the individuals card will be submitted to the district, this card will not include the medical information which is held subject to the "Privacy Notice Act".
- C. As required by the District, the Contractor shall provide a list of names of drivers and route assignments. The Board reserves the right to reject employment of any driver by the Contractor at any time. In the event a driver's behavior or qualifications do not meet the standards set forth herein, the Superintendent or his/her appointed delegate, shall notify the Contractor in writing. The Contractor shall have five (5) days in which to correct the deficiency or find a replacement driver. Furthermore, the Contractor shall replace a driver upon receipt of second written notice.

Nothing in this provision is intended to indicate that the drivers are employees of the school district.

- D. As required by the District, additional bus driver training to deal with current problems and issues may be required. The Contractor is to provide additional training related to safety concerns at no additional cost to the district. Drivers may be asked to attend student discipline meetings, in this instance the Contract Supervisor will be given 24 hours notice of said meeting, the driver may have his/her Supervisor present, or act as a substitute, at the meeting.
- E. It shall be the responsibility of drivers to maintain discipline in accordance with the expectations of the Colchester School District, and Federal and State Laws. Significant rider misbehavior shall be reported promptly to the building Principal, on forms provided by the School. Failure of a bus driver to report inappropriate pupil behavior to the Principal shall be cause for disciplinary action, and/or dismissal and replacement at any time during the year.

#### SERVICE REQUIREMENTS

The Colchester School District requirements for transportation are:

- A. Regular School Day (School Calendar)-  
The total number of buses under the contract shall be provided as requested and must be available during the school year (August through June).
  
- B. There are 178 regular school days per the school calendar and 5 extra days for contingency planning in case of physical plant, weather or other necessary situations. In the event the annual school days should exceed 178 days the cost per day per bus would be billed for those additional days.
  
- C. Field Trips – As requested by the Colchester School District. ***The district understands that there may not be availability of a bus beyond the contractual requirements set forth in this agreement with the Contractor. Please see wording under Extra Curricular Trip Activities.***

#### DISCIPLINE

Control and discipline on the school bus is the responsibility of the bus driver. If problems arise, the bus driver shall speak to the student. Any continuation of inappropriate behavior or serious misconduct shall be reported in writing to the Principal. Disciplinary action could be taken which could result in the loss of bus riding privileges; this transportation to and from school could become the responsibility of the parents. Rules of Conduct shall be made available in the Colchester School District Student Handbook handed out to all students. Individual Complaints or concerns about discipline should be directed to the Principal. If these are not resolved to the satisfaction of all concerned, complaints will be referred to the Superintendent and through him/her to the Board.

The Colchester School District retains the right to assign monitors to ride the bus routes at any time to monitor and supervise riders at their own expense.

#### DAILY CONTACT WITH SCHOOL

The Contract Supervisor will be available or will designate a head bus driver, to be available on a daily basis to deal with problems or concerns of the administration. At the request of the Colchester School District the Contract Supervisor and/or Head Driver will attend meetings when necessary. Notice of required meetings will be given with 24 hours notice. The Principal, Superintendent, or Business Manager must be able to reach the Contractor or his/her designee within a reasonable period of time on any given day.

## INSURANCE

The Contractor shall provide liability insurance and property damage coverage in accordance with Title 23, § 921 VAS, a copy of which is attached.

The Contractor shall also provide workman's compensation insurance as required by law.

The Contractor shall provide the Business Manager of the District with a Certificate of Insurance for the above-mentioned coverage. This should be furnished before the first day of providing transportation services. The Contractor shall request his insurance carrier to notify the Board of any changes or lapses in coverage.

## PAYMENT

The Contractor will pay all wages, taxes, and benefits due each driver; acquisition costs, repairs, and maintenance for all buses; and all costs relating to fuel, insurance and medical exams unless otherwise noted in this contract.

Rate of Payment: Colchester School District agrees to compensate the contractor the following for the base contract:

### **Student Transportation**

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|-------------|--|
| 2017 - 2018 | (19) Basic Type I HTS service: \$243.00 per day per bus or \$821,826.00 annually.<br>(3) Type 2 vans for mid day EEE/Pre School: \$120.00 per day per bus or \$64,080.00 annually.<br>(1) Bridging program: \$250.00 per day or \$35,500.00 annually<br>(5) Daily Vocational runs: \$90.00 per day per run or \$80,100.00 annually |
| 2018 - 2019 | (19) Basic Type I HTS service: \$268.52 per day per bus or \$908,118.00 annually.<br>(3) Type 2 vans for mid day EEE/Pre School: \$123.60 per day per bus or \$66,002.00 annually.<br>(1) Bridging program: \$257.50 per day or \$36,565.00 annually<br>(5) Daily Vocational runs: \$92.70 per day per run or \$82,503.00 annually |

- 2019 - 2020 (19) Basic Type I HTS service: \$296.71 per day per bus or \$1,003,470.00 annually.  
 (3) Type 2 vans for mid day EEE/Pre School: \$127.31 per day per bus or \$67,982.00 annually.  
 (1) Bridging program: \$265.23 per day or \$37,662.00 annually  
 (5) Daily Vocational runs: \$95.48 per day per run or \$84,978.00 annually
- 2020 - 2021 (19) Basic Type I HTS service: \$327.86 per day per bus or \$1,108,834.00 annually.  
 (3) Type 2 vans for mid day EEE/Pre School: \$131.13 per day per bus or \$70,022.00 annually.  
 (1) Bridging program: \$273.18 per day or \$38,792.00 annually  
 (5) Daily Vocational runs: \$98.35 per day per run or \$87,527.00 annually
- 2021 - 2022 (19) Basic Type I HTS service: \$362.29 per day per bus or \$1,225,262.00 annually.  
 (3) Type 2 vans for mid day EEE/Pre School: \$135.06 per day per bus or \$72,123.00 annually.  
 (1) Bridging program: \$281.38 per day or \$39,956.00 annually  
 (5) Daily Vocational runs: \$101.30 per day per run or \$90,153.00 annually

Extra Curricular Trips compensation will be paid at the following rates:

	<u>Per hour</u>
2017 - 2018	\$49.00 Trip minimum \$98.00
2018 - 2019	\$50.47 Trip minimum \$100.94
2019 - 2020	\$51.98 Trip minimum \$103.96
2020 - 2021	\$53.54 Trip minimum \$107.08
2021-2022	\$55.15 Trip minimum

Method of Payment:

The Colchester School District shall make 10 equal payments to the Contractor each month starting September to June.

## FUEL (DIESEL)-

An adjustment will be implemented only when there is an increase of fuel that exceeds \$2.82 per gallon.

The fuel adjustment will be based on actual gallons consumed calculated by dividing the average daily route miles by 7.0 miles per gallon. Route miles are defined as miles driven to transport students on AM/PM routes, late buses and mid day transportation; not including field/athletic trips.

### EXAMPLE:

582 route miles/day divided by 7.0 MPG = 83.1 Daily Gallons  
\$2.82/gallon = Base Price of \$2.45 plus 15%

The contractor will provide the School District with a monthly invoice detailing the above formula indicating either a charge or a credit to the District.

Any change in the above payment schedule shall be subject to the approval of the Board.

The Colchester School District shall make payment to the Contractor for extracurricular trips on a monthly basis, after the services have been completed. The Contractor will furnish the District with an itemized list of trips made, together with the mileage for each, name of driver, time trip started and completed, driver waiting time, and amount due.

Penalties: In each event of failure to meet the scheduled school arrival or departure time, for each route, because of mechanical failure, tardiness, or non-availability of equipment, the Contractor may be subject to the forfeiture of the pro-rated amount for the bus as computed on a per day basis, and deducted from the next scheduled payment. This procedure will only be followed if the Contractor is not able to provide a substitute bus or a bus to assist in the break down when it occurs. If the Contractor is unable to provide a route bus to the District due to non-availability of a driver the pro-rated amount for the bus as computed for the daily a.m. vs. p.m. route rate will be credited to the district. Implementation of this procedure shall not be made without prior discussion between the Superintendent and the Contractor. In the event that any vehicle in the fleet is inoperative for any reason, at no cost to the District, the Contract shall locate an additional bus as to be prepared to reach any point of route bus breakdown within 30 minutes and within 60 minutes of charter bus breakdown.

## CANCELLATION AND AMENDMENT CLAUSE

This agreement may be amended by mutual consent, of both parties, at any time for changes in the transportation schedule, routes to be covered or number of pupils carried. This agreement may also be extended as permitted by Vermont Statutes. The Board may cancel this agreement for improper conduct by the Contractor, for failure on his part to carry out the provisions hereof, or if it is in the best interest of the school district, and may also cancel said agreement, with sixty (60) days notice, if conditions arise making transportation of said pupils unnecessary or unfunded.

#### CONTRACT REVIEW

This agreement shall be reviewed annually by both parties, at a Board meeting in July or August as established by the Board. Specific areas to be reviewed shall be: route changes, and an annual performance review.

This foregoing contract is the entire agreement between the parties of the contract. Changes to this contract may be made only by mutual written agreement.

\_\_\_\_\_  
Student Transportation of Vermont

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colchester School District  
Board Chairperson or Designee

\_\_\_\_\_  
Date