

**STANISLAUS COUNTY SELPA**  
**SPECIAL EDUCATION SCHOOL BUS TRANSPORTATION CONTRACT**

This School Bus Transportation Contract (the "Agreement") is by and between the Stanislaus County Special Education Local Plan Area (STANISLAUS SELPA) and \_\_\_\_\_ (CONTRACTOR) as follows:

**RECITALS**

WHEREAS, STANISLAUS SELPA is a special education local plan area duly formed and organized under the laws of the State of California and charged with the responsibility for providing transportation services to special needs students in its care; and

WHEREAS, the STANISLAUS SELPA is desirous of obtaining safe, humane, efficient, and legally compliant transportation services for the special needs students it serves; and

WHEREAS, the parties recognize and agree that the provision of transportation services to special needs students requires specialized care and awareness of the unique needs of each student; and

WHEREAS, the parties recognize and agree that special needs students share a unique relationship with school bus drivers and support persons and rely on them for assistance and care; and

WHEREAS, the parties have agreed to enter into this Agreement for the purpose of providing such transportation services to STANISLAUS SELPA's special needs students;

In connection with the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

**TERMS AND CONDITIONS**

**1. TERM OF AGREEMENT**

The term of this Agreement shall be for a three (3) year period beginning July 1, 2020 through the completion of extended school year in 2023, unless terminated earlier by operation of the termination or default provisions of this Agreement. This Agreement may be extended by two (2) years for a total of five (5), the maximum extent by allowed by law. This Agreement may be renewed in writing prior to the completion of the initial three-year term by mutual agreement of the parties as authorized in accordance with California law.

**2. DESIGNATED REPRESENTATIVES**

Each Party shall appoint the following designated representatives to perform the duties and obligations set forth herein.

Contractor Representatives:

"Contractor Dispatcher" shall mean the [INSERT TITLE] or person with equivalent duties and

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background. The Contractor Dispatcher shall [INSERT BRIEF DESCRIPTION OF DUTIES]

"Division Manager" shall mean the [INSERT TITLE] or person with equivalent duties and background. The Division Manager shall serve as a liaison/contact person between the CONTRACTOR and STANISLAUS SELPA and shall perform, at a minimum, the duties set forth in subsection a, below.

**Stanislaus SELPA Representatives:**

"Safety Program Supervisor" shall mean the [INSERT TITLE] or person with equivalent duties and background.

"Transportation Facilitator" shall mean the [INSERT TITLE] or person with equivalent duties and background. The Transportation Facilitator shall serve as a liaison/contact person between the STANISLAUS SELPA and CONTRACTOR, and shall perform, at a minimum, the duties set forth in subsection a, below.

- a) In support of the performance of this Agreement, the STANISLAUS SELPA Transportation Facilitator and CONTRACTOR'S Division Manager shall perform the following:
- i. Communicate on a regular and frequent basis regarding bus service, safety, and cost-effectiveness matters and other matters and concerns as they may arise.
  - ii. Establish a directory of personnel in each organization to contact for every type of communication.
  - iii. Establish mutually agreeable written procedures as may be necessary to ensure effective communications and cooperation between the parties.
  - iv. Establish procedures to handle issues and problems in the field as they arise, to prevent such issues and problems, and to resolve them as quickly and as close to the source of the problem as possible.
  - v. Establish resolution procedures for disputes that may arise regarding bus routes, schedules, student behavior problems, public relations, and other operational and contract performance matters.
  - vi. Appoint CONTRACTOR staff as necessary to attend Transportation Committee, CAC Parent/Advisory Committee, and I.E.P. meetings.

**3. SCHOOL YEAR SERVICE/SCHEDULES**

- a) A student's school year shall consist of approximately 180 days. The school sites to be served under this Agreement include sites on both modified and traditional school year schedules. An additional 20-50 days for extended school year period shall also be included as part of a school year for which transportation services must be provided under this Agreement.

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STANISLAUS SELPA agrees to furnish CONTRACTOR with the following information prior to the commencement of the Fall term for each new school year:

March: No later than March 1st, or the next business day thereafter, preceding the commencement of the upcoming regular school year, STANISLAUS SELPA shall provide student enrollment projection information for the upcoming school year for the purpose of enabling CONTRACTOR to project its equipment needs. In the event that CONTRACTOR determines it needs additional buses or equipment in order to provide services under this Agreement for the upcoming school year, CONTRACTOR shall provide STANISLAUS SELPA with written notice and request for same not later than March 15th, or the next business day thereafter, prior to the commencement of the school year.

By Mid-May: Extended School Year / Modified Schedule School Sites Information as follows:

1. Student information for students receiving transportation services, consisting of student address, parent/guardian name, parent/guardian contact telephone numbers, and student class location.
2. Days of attendance, calendar information and bell times.
3. District calendars.

By July 1<sup>st</sup>: For Traditional Schedule School Sites and Therapy Schedule Information as follows:

1. Student information for students receiving transportation services, consisting of student address, parent/guardian name, parent/guardian contact telephone numbers, and student class location.
2. Days of attendance and bell times.
3. District calendars.

Minimum Days: Each STANISLAUS SELPA member district receiving transportation services under this Agreement shall be entitled to up to two minimum school days per school year. CONTRACTOR shall provide transportation services in accordance with such minimum day calendars and schedules at no additional cost to STANISLAUS SELPA, subject to the STANISLAUS SELPA member district's notification to CONTRACTOR by September 30<sup>th</sup> of the minimum day dates, and class start and dismissal times for the minimum days, during the upcoming school year.

b) CONTRACTOR agrees that (1) it will be necessary to transport students with different disabilities, from different school sites, and from different STANISLAUS SELPA member districts on a ride-sharing basis; (2) and that CONTRACTOR will be required to accommodate class start/dismissal times at various school sites throughout the

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STANISLAUS SELPA that may occur at the same time or be staggered, in order to provide transportation services under this Agreement. The parties agree to mutually discuss and plan for such contingencies on an ongoing basis and with as much notice as possible to CONTRACTOR, and so as to enable CONTRACTOR to plan for, acquire, and allocate its resources in the most efficient manner possible and in the best interests of the students. CONTRACTOR shall be required to accommodate a reasonable number of uniform class start/dismissal times for STANISLAUS SELPA member districts, subject to the parties' mutual written agreement regarding same.

**4. STUDENTS**

- a) Student Unique Needs. CONTRACTOR recognizes and agrees that the students to be transported under this Agreement may require special care due to various types of disabilities, and that transportation services under this Agreement are to be provided under the circumstances most favorable to the special needs students being served, in a friendly and supportive environment, and without exposure to hazards that may result in injury or discomfort to the students.
- b) Student Conduct. Students are expected to behave in a safe and appropriate manner while being transported. CONTRACTOR's drivers and aides/monitors shall maintain order on buses.
  - i. Conduct Reporting Requirements. Drivers and aide/monitors may not require any student to leave the bus before reaching his/her destination. CONTRACTOR's drivers and aides/monitors shall use the STANISLAUS SELPA Bus Incident Reporting Procedure to report any incidents or improper student conduct that may occur while students are being transported. A copy of the Bus Incident Reporting Procedure is attached hereto as Exhibit A. Bus Incident Reports must be sent to the STANISLAUS SELPA Transportation Facilitator, as soon as practicable, and in no event later than 48 hours following incident. In addition to the Bus Incident Reporting Procedure, CONTRACTOR shall regularly report, and no less than monthly, to the SELPA Transportation Facilitator any mechanical restraints, physical restraints, or episodes of isolation that are used in transporting students. STANISLAUS SELPA shall provide a form for this purpose.
  - ii. Resolution Procedure. STANISLAUS SELPA shall be responsible for the discipline of students in accordance with applicable policies and procedures. STANISLAUS SELPA shall work to resolve the incident to the satisfaction of the parties. Bus suspensions may only occur after the IEP team has been consulted to determine if other measures may be implemented to address conduct behavior on the bus. Temporary exceptions may be made in case of emergency posing a safety risk to students or staff. In such event, the IEP team will be consulted to determine if other measures may be implemented to address conduct behavior on the bus so that the student's transportation privileges may be restored.
- c) Compliance with Law. CONTRACTOR shall ensure that all personnel follow the Individualized Education Plan (IEP) for each student. STANISLAUS SELPA shall provide CONTRACTOR with information necessary to ensure compliance with each student's IEP. All personnel are responsible for administering/monitoring behavior plans and implementing, with appropriate support and resources, a health care plan. Consistent with this duty, each party represents and

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warrants that it, and its officials, agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act (“FERPA”) and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect student education records from unauthorized acquisition or release. In the event that any unauthorized acquisition or release of student education records occurs, each party agrees to advise the other promptly upon discovery of such unauthorized acquisition or release and, if required by law, STANISLAUS SELPA will notify the affected parent, legal guardian or student (if at least 18 years of age), as applicable, in writing of such unauthorized acquisition or unauthorized release. CONTRACTOR acknowledges that pupil records must be protected and will take all legally required actions when accessing pupil records, including the designation and training of responsible individuals that have access to pupil records, to ensure the security and confidentiality of pupil records. CONTRACTOR will identify those employees and subcontractors who will have access to Pupil Records and ensure such individuals receive appropriate instructions as to how to comply with the security and confidentiality requirements of this Agreement with respect to Pupil Records. This Agreement is intended to comply with California Education Code Section 49073.1.

- d) Student Absences. In the event a student is unable to use transportation services due to illness, emergency, or other reason, the parent/guardian of the student shall be responsible for notifying the CONTRACTOR that the student does not need to be picked up. CONTRACTOR shall provide contact information to be distributed to parents/guardians for this purpose. CONTRACTOR’s Dispatcher shall notify the STANISLAUS SELPA Transportation Facilitator whenever a student has not ridden the bus for three (3) or more consecutive days, or if any student assigned to their route whose parent/guardian has indicated the student no longer needs or has otherwise declined transportation services. Exceptions to regularly scheduled pick-ups and deliveries shall be subject to the prior approval of STANISLAUS SELPA.
- e) Prohibition Against Unattended Student Drop-Offs. CONTRACTOR shall not drop off a student at any location at any time without there being a responsible adult (parent/guardian/designated caregiver over age 18) in attendance to receive the student, unless a “Release from Responsibility” form has been executed by the student’s parent/guardian. With SELPA director approval and under appropriate circumstances the child may be released to a minor individual.

**5. CONTRACTOR’S DUTIES**

CONTRACTOR agrees to provide transportation services under this Agreement for all ambulatory and non-ambulatory students for whom the STANISLAUS SELPA has assumed transportation responsibility as of the commencement of this Agreement, as well as for all new ambulatory and non-ambulatory students entering STANISLAUS SELPA program(s) thereafter.

- a) Transportation Planning.
  - i. CONTRACTOR shall develop all bus routes for the regular year and extended school year, as well as any route changes which are necessitated by minimum days and/or any other disruptions of normal service. Routing shall be done so as to ensure efficient and logical sequence of pickups and drop-offs, to ensure minimal ride times for all students, and to ensure the shortest routes/mileage at all times in order to keep operational costs

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to a minimum. CONTRACTOR shall permanently assign drivers to drive the same bus routes except where it is not possible to do so in cases of driver illness, termination, retirement, or emergency.

- ii. CONTRACTOR shall develop and implement all routes in such a manner as to ensure that no student shall be dropped off at school on time, but no more than fifteen (15) minutes before the commencement of classes for the day and that buses arrive for student pickup at dismissal time for each school, but no later than fifteen (15) minutes after dismissal.
- iii. CONTRACTOR shall develop and implement all routes in such a manner as to ensure that maximum student transit time (one-way) does not exceed ninety (90) minutes. In the case of students who live farther than fifteen (15) miles from their school of attendance, maximum student transit time (one-way) shall not exceed one hundred and five (105) minutes. Prior approval from STANISLAUS SELPA is required for all student transit times in excess of these limits.
- iv. CONTRACTOR shall conduct timed dry runs (with actual use of buses) for all a. m. and p. m. routes prior to the beginning of each new school year and extended school year period, at no additional cost to STANISLAUS SELPA. CONTRACTOR shall inform the parents/guardians of their child's approximate pickup times no later than five (5) days prior to the beginning of each new school year or extended school year.

b) Compliance with Laws.

- i. CONTRACTOR shall comply with all State and Federal laws and regulations applicable to the transportation of students and special needs students within the State of California, including, without limitation, the provisions of the California Vehicle Code, Education Code, and Government Code, and the policies and regulations of the STANISLAUS SELPA.
- ii. CONTRACTOR shall comply with all applicable requirements of the California State Department of Education, the California Department of Motor Vehicles, the California Highway Patrol, and any other governmental agency having jurisdiction over CONTRACTOR's operations, including the STANISLAUS SELPA and County Office of Education policies and regulations, and the bus and other equipment manufacturers' specifications relating to the transportation of students and the use and operation of their buses and equipment.
- iii. CONTRACTOR shall comply with all applicable State and Federal anti-discrimination statutes and regulations, including, without limitation, the California Fair Employment and Housing Act (FEHA) (Government Code §12900 *et seq.*) and Title II of the American With Disabilities Act (ADA) (42 U.S.C. § 12131). CONTRACTOR shall comply with all equal opportunity employer requirements and shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, sexual orientation, disability or any other protected category.
- iv. CONTRACTOR shall comply with all applicable State and Federal drug-free workplace statutes and regulations, including, without limitation, 49 Code of Federal Regulations § 382 and California Vehicle Code § 34520. CONTRACTOR shall take all measures necessary to ensure that its employees do not engage in alcohol or substance abuse in

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the workplace, including implementing such training and drug testing procedures as necessary and/or required by law to achieve that purpose.

- v. CONTRACTOR shall comply with all applicable personnel and vehicle licensing and other regulatory requirements, including without limitation, ensuring that all of its drivers and other personnel and vehicles are properly and currently licensed as required by law. CONTRACTOR shall provide STANISLAUS SELPA upon request with a driver record information report from the Department of Motor Vehicles (Pull Notice - Form DL 414).
- vi. CONTRACTOR shall provide buses and service vehicles that are State certified and that comply with all applicable State and Federal statutes and regulations regarding the transportation of students and operation of school vehicles and buses, including, without limitation, the requirements applicable to bus maintenance and safety (including individual seat belts).
- vii. CONTRACTOR shall provide buses and service vehicles that comply with all applicable State and Federal statutes and regulations regarding handicapped/disabled person accessibility including, without limitation, wheelchair bus requirements (including wheelchair lifts and approved wheelchair tie downs).
- viii. CONTRACTOR shall maintain all records and complete all reports as may be required by law including, without limitation, record keeping and reporting requirements as may be required under the California Education and Motor Vehicle Codes and the California Department of Education. CONTRACTOR shall provide all records and reports to STANISLAUS SELPA as may be necessary to enable STANISLAUS SELPA to apply to the California State Department of Education for reimbursement for student transportation.
- ix. CONTRACTOR shall maintain complete and accurate records of each and every accident and submit a written report of each accident to STANISLAUS SELPA within twenty-four (24) hours of the occurrence of the accident. In addition, CONTRACTOR shall provide verbal notice of accidents to STANISLAUS SELPA within one (1) hour of the occurrence of the accident.
- x. CONTRACTOR shall maintain all vehicles in a good, safe, and clean operating condition and diligently perform all necessary maintenance and inspections as required by law. CONTRACTOR shall follow vehicle and other equipment manufacturers' specifications and recommendations regarding the use and maintenance of the vehicles and equipment that CONTRACTOR uses under this Agreement. Additional Equipment. CONTRACTOR shall provide all additional/special equipment as may be required by the California Department of Education, the Department of Motor Vehicles, or other agency having jurisdiction over school bus operations at no additional cost to STANISLAUS SELPA, including, without limitation, equipment necessary to ensure compliance with handicap accessibility requirements required by law. CONTRACTOR shall regularly conduct vehicle inspections as required by law, and more often as may be necessary to ensure safe operations. CONTRACTOR shall maintain, keep current, and promptly provide all vehicle inspection reports to the STANISLAUS SELPA upon request. CONTRACTOR shall comply with all governmental and manufacturer load limits/legal carrying capacity restrictions for all of its vehicles while providing transportation services under this Agreement.

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- xi. CONTRACTOR shall furnish STANISLAUS SELPA with valid and up to date Certificates of Compliance issued by the Motor Carrier Division of the California Highway Patrol for all buses and service vehicles, as applicable, that CONTRACTOR uses to provide transportation services under this Agreement as follows: (1) not less than 30 days prior to the commencement of providing services under this Agreement; (2) at least once per year thereafter on the anniversary date of the issuance of the bus or service vehicle's Certificate of Compliance.

c) Personnel Requirements.

- i. CONTRACTOR shall provide for and ensure the welfare and safety of the students on all CONTRACTOR provided transportation at all times. CONTRACTOR will allow school staff to access the bus in order to aid the driver with loading or unloading students or to facilitate in preparing the bus to leave the site.
- ii. All personnel providing services under this Agreement shall undergo and meet all applicable background check requirements, including, without limitation, California Department of Justice and California Highway Patrol background checks and clearance processes, including the submission of the driver's fingerprints through the Life Scan process. CONTRACTOR shall provide STANISLAUS SELPA a copy of the report for any individual(s) having prior convictions and STANISLAUS SELPA shall have sole discretion, consistent with applicable law, in determining whether such individual(s) may provide services pursuant to this Agreement. CONTRACTOR shall update STANISLAUS SELPA if any subsequent reports are received from the Department of Justice.
- iii. All personnel shall maintain and be responsible for the orderly conduct of students while they are on school buses. Personnel shall not leave students unattended on the bus at any time.
- iv. All personnel shall be well-groomed and appropriately dressed at all times. All personnel shall wear a company identification badge with their name and picture at all times and/or wear a CONTRACTOR company uniform to which the personnel's name is embroidered or attached. School bus drivers shall carry picture identification and a valid driver's license at all times providing services pursuant to this Agreement.
- v. All personnel shall comply with all State and Federal statutes and regulations regarding use of alcohol and controlled substances, and drug and alcohol testing, including, without limitation, Title 49 Code of Federal Regulations section 382 and California Vehicle Code Section 34520. All personnel are prohibited from using personal electronic devices (except assistive devices) or tobacco on school buses or school premises.
- vi. All personnel shall sign confidentiality agreements with respect to all students riding on school buses that they operate.
- vii. All personnel shall undergo all trainings as may be required by law, by CONTRACTOR, or by STANISLAUS SELPA as provided in subsection e, below.



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d) Additional Requirements for Bus Drivers.

- i. In addition to the requirements set forth in subsection c, above, CONTRACTOR shall require and ensure that all bus drivers providing transportation services under this shall obtain, maintain, and keep current: (1) a valid class A or B commercial driver's license endorsed for school bus and passenger transportation; (2) A medical report (DL-51); and (3) special certificate to operate a school bus.
- ii. Safety Equipment. It shall be the bus driver's responsibility to ensure that seat belts; car seats, safety vests, wheelchairs, and other safety and restraint devices as are needed for each student are properly fastened and in place promptly upon the student entering the bus, and for the duration of the trip thereafter. Wheelchair brakes must be in a locked position during transport. Bus drivers must take all measures to secure wheelchairs to prevent their movement or tipping while the bus is in motion.
- iii. If an adult is not present at a drop-off location to receive and assume custody of a student, the driver will immediately notify the CONTRACTOR's Dispatcher and CONTRACTOR will immediately implement the STANISLAUS SELPA Parent Not Home Procedure. A copy of the Parent Not Home Procedure is attached hereto as Exhibit A.

e) Training.

- i. CONTRACTOR shall regularly train all drivers, aides, and bus monitors with respect to (1) compliance with all applicable State and Federal laws, regulations and procedures related to the transportation of students, including STANISLAUS SELPA procedures; (2) student safety and transportation of special needs students, including the behavioral needs of special needs students and to crisis prevention intervention techniques such as CPI or PRO-ACT; (3) emergency procedures and disaster response; (4) all STANISLAUS SELPA bus routes; (5) compliance with alcohol and substance abuse prevention requirements; and (6) all other training as may be necessary for the safe and efficient operation of school buses for special needs students.
- ii. STANISLAUS SELPA shall have the right to conduct additional periodic bus driver and/or bus aide/monitor training meetings. Attendance of all CONTRACTOR drivers/aides/monitors at such meetings is mandatory. Such meetings shall include a minimum of four (4) hours per year per driver/aide/monitor, not including travel time. CONTRACTOR shall bear the reasonable expense of such trainings through a STANISLAUS SELPA approved vendor, and all salary and wage costs and expenses associated with driver/aide/monitor attendance at such meetings.
- iii. CONTRACTOR shall require all drivers, monitors, and aides to conduct emergency exit drills at the receiving school sites at least once every school year during the term of this Agreement. The emergency exit drills shall comply with all applicable statutes and regulations including without limitation the requirements of Title 13 of the California Code of Regulations.

f) Miscellaneous Requirements.

- i. Removal of Personnel From Service. Should any concern arise regarding the appropriateness of the conduct of any personnel on a bus route, CONTRACTOR shall, upon receipt of notice from STANISLAUS SELPA, immediately remove the personnel

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from his/her duties until such time as the concern is resolved to the satisfaction of STANISLAUS SELPA. STANISLAUS SELPA shall have the right to require that a personnel having direct contact with students be permanently removed from providing services under this Agreement at its sole discretion.

- ii. Student Transfers. In the event it becomes necessary to transfer students from one bus to another due to an emergency, mechanical failure, or other logistic or routing need, bus drivers shall make such transfer in accordance with necessary and prudent safety measures and procedures, and subject to the direction of CONTRACTOR's dispatcher and STANISLAUS SELPA.
- iii. Late Bus Arrivals/Service Disruptions. In the event of a disruption or impact to the regular bus service schedule caused by an emergency, mechanical failure, or other unforeseen reason, such as substitute bus drivers, and if the disruption or impact will cause a bus to arrive fifteen (15) or more minutes late to its scheduled destination or the pick-up/delivery spot of a student, the bus driver shall immediately notify CONTRACTOR's Dispatcher. CONTRACTOR shall immediately take all necessary and reasonable measures to mitigate the impacts of the delay. CONTRACTOR shall immediately report the delay/disruption/impact to the Transportation Facilitator so that affected teachers, special education personnel and/or school administration and parents/guardians may be notified. If a bus is delayed due to weather, the Fog Delay Procedure will be followed. A copy of the Fog Delay Procedure is attached hereto as Exhibit A.
- iv. Additional/Special Transportation Services. This agreement is intended to apply to the provision of transportation services from home-to-school and back only. Subject to the parties' prior, mutual, written agreement CONTRACTOR may provide additional transportation services (unique services). Additional compensation, if any, shall be subject to the prior, written mutual agreement of the parties. In the event such additional services are provided, CONTRACTOR shall be responsible for allocating resources and creating routes for such special services that will not interfere or impact CONTRACTOR's provision of regular home-to-school services under this Agreement.
- v. CONTRACTOR shall conduct regular checks to ensure that wheelchairs transported on school buses are properly functioning and maintained (by their owners), and that bus drivers have the additional straps or other devices they need to ensure safe transport of wheelchair students and prevent unwanted wheelchair movement. CONTRACTOR shall notify the STANISLAUS SELPA Transportation Facilitator if it becomes aware of any student's safety equipment or wheelchair that is not in proper operating order or is not suitable for use in bus transportation.
- vi. CONTRACTOR shall not provide transportation services for any person other than a student enrolled with, or an employee of, STANISLAUS SELPA or one of its member school districts, without first obtaining express permission from STANISLAUS SELPA or one of its member school districts.
- vii. CONTRACTOR shall prohibit the bringing of firearms, knives, and other weapons on school buses. CONTRACTOR shall prohibit drugs, alcohol and tobacco use on school buses or school premises. CONTRACTOR shall immediately notify STANISLAUS SELPA in the event a student or employee brings any of the above-identified items onto a bus or school premises.

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- g) Location Of Contractor Central Facility. CONTRACTOR shall locate and conduct its central operations from a site facility located within or in convenient proximity to the City of Modesto when performing services under this Agreement.
- h) Bus Fleet Requirements. As of the commencement of this Agreement, CONTRACTOR shall provide adequate ambulatory and non-ambulatory buses for the provision of daily regular service transportation services as described herein.
- i. Ongoing Bus Fleet Requirements Through Term Of Contract. Contractor shall provide adequate vehicles and equipment to meet student enrollment demands throughout the term of this Agreement as spelled out in the accompanying Request for Proposal. CONTRACTOR shall be responsible for timely securing sufficient buses and equipment to meet its transportation services obligations under this Agreement.
  - ii. Spare/Back-Up Bus Fleet Requirements. CONTRACTOR shall maintain adequate spare (back-up) buses to be used as replacements for regular service buses when necessary. The number of spare buses shall be sufficient to ensure the continued full and complete provision of transportation services under this Agreement, but in no case shall be less than 15% of the number of regular service buses operated by CONTRACTOR pursuant to this Agreement. All such spare buses shall meet all safety, equipment, maintenance and other requirements specified herein for regular service buses, and as are required by law.
- i) Minimum Vehicle Specifications. All buses and service vehicles, whether regular service or stand-by, that CONTRACTOR utilizes to provide transportation services under this Agreement shall meet the following minimum requirements:
- i. Ambulatory Buses - not less than twenty-four (24) passenger capacity.
  - ii. Non-Ambulatory Buses - not less than six (6) non-ambulatory and four (4) ambulatory passenger capacity, electro-hydraulic wheelchair lifts and wheelchair strap tie-downs.
  - iii. All buses shall be less than fifteen (15) years old (as per individual bus model year) as of the date of the commencement of this Agreement.
  - iv. Individual seat belts.
  - v. Front and rear air conditioning that produces a minimum combined BTU of sixty-eight thousand (68,000).
  - vi. Tinted windows.
  - vii. At least seventy-two inches (72") of interior head room.
  - viii. Digital video monitoring/observation systems with sound recording capability, a minimum of two cameras in each bus, removable media capability, data storage capacity for a minimum of seven (7) days worth of surveillance time, and data storage in commonly readable/recognizable, non-proprietary output/data storage format.
  - ix. Accident Event Recorders (AER) (e. g., "Drive Cam" or equivalent).
  - x. Dedicated (non-truncated) two-way radio communication systems. The two-way radio system must be dedicated to and solely for the purpose of STANISLAUS SELPA bus transportation communications. The two-way radio system shall include, at a minimum: (1) a dedicated frequency or channel for STANISLAUS SELPA communications; (2) multiple radios or handsets for use in the dispatch office; (3) a radio for use in the shop/service area; and (4) radios for use at all

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times on each and every bus and service vehicle that is being used to provide services under this Agreement. All such radios provided must be capable of two-way communication from CONTRACTOR'S Dispatcher location to any location serviced pursuant to this Agreement. If any radio provided for a bus or service vehicle becomes inoperable and/or incapable of such communications, that bus or service vehicle shall be deemed to be Out-Of-Service. The bus or service vehicle shall not be placed back into service until the two-way radio has been repaired or replaced.

**6. COMPENSATION**

- a) Rates And Rate Adjustments. CONTRACTOR shall be entitled to compensation under this Agreement for transportation services provided in accordance with the Rate Schedule attached as Exhibit B hereto, and incorporated herein by this reference. In the event that CONTRACTOR is required by the STANISLAUS SELPA to secure additional buses or equipment beyond the scope of this Agreement, the Rate Schedule (Exhibit B) may be adjusted by mutual written agreement of the parties. CONTRACTOR shall not be entitled to any other consideration or compensation under this Agreement other than as specified in the Rate Schedule, except as otherwise specified herein or subject to the further mutual written agreement of the parties.
- b) Annual Adjustment. The rate for the transportation services to be provided under this Agreement shall be subject to increase or decrease once each year, commencing July 1, 2021 and each July 1st thereafter during the term of the Agreement. The rate shall be adjusted in accordance with the percentage of change that occurs in the "Consumer Price Index for Urban Wage Earners and Clerical Workers -U.S. City Average" for the April to April period immediately proceeding the adjustment date.
- c) Fuel Adjustment Clause. CONTRACTOR's payments hereunder shall be paid on a monthly basis. CONTRACTOR'S base cost of fuel is \$[INSERT], as specified in the awarded bid. CONTRACTOR shall document to the STANISLAUS SELPA's satisfaction the price per gallon of fuel paid during the first and each successive month of this Agreement. If the average price of fuel paid during the month for which consideration is due the CONTRACTOR is greater than the "base price", CONTRACTOR's consideration for that month shall be increased. If the average price of fuel paid during the month for which consideration is due CONTRACTOR is less than the base price, CONTRACTOR'S consideration for that month shall be decreased. The amount of increase or decrease shall be the difference between the average price per gallon of fuel paid during the month in question and the base price, multiplied by the number of gallons used during the month in question.

**7. INSURANCE**

- a) CONTRACTOR shall maintain all commercial general liability insurance, worker's compensation insurance as required by law and any other insurance that STANISLAUS SELPA requires under the Agreement. All such insurance shall be procured with reputable insurance companies, which are admitted sureties in the State of California. Prior to commencement of Services and each contract year thereafter, CONTRACTOR shall furnish an insurance certificate evidencing required insurance coverage acceptable to the STANISLAUS SELPA. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially alter the insurance afforded under the

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policies unless notice of such cancellation, reduction or material alteration has been provided at least thirty (30) calendar days in advance to the STANISLAUS SELPA. The obligation of CONTRACTOR to provide the insurance specified herein shall not limit in any way any obligation or liability of CONTRACTOR provided elsewhere in this Agreement. All deductibles are to be paid by Contractor.

- b) CONTRACTOR shall be required to obtain and maintain current comprehensive general and auto liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000.00), combined single limit per occurrence providing bodily injury or death and/or property damage liabilities. The insurance policy shall name the STANISLAUS COUNTY OFFICE OF EDUCATION, the STANISLAUS SELPA, and their board members, officers, agents, and employees as additional named insureds on the policy(ies). Such insurance provided by the CONTRACTOR shall be endorsed as primary to any similar insurance or self-insurance carried by the STANISLAUS COUNTY OFFICE OF EDUCATION, the COUNTY SUPERINTENDENT of schools, or STANISLAUS SELPA. The CONTRACTOR shall furnish STANISLAUS SELPA with Certificates of Insurance evidencing the coverage specified under this Agreement and further providing that this insurance shall not be canceled without sixty (60) days prior written notice to the STANISLAUS SELPA. Such insurance shall subject to the approval by STANISLAUS SELPA.
- c) The policy shall also contain a contractual liability endorsement extending the insurance coverage to include the liability assumed by CONTRACTOR pursuant to the indemnity/hold harmless language of this Agreement.
- d) CONTRACTOR shall carry Worker's Compensation Insurance as required by the California Labor Code with a minimum limit of liability of ONE MILLION DOLLARS (\$1,000,000.00). In signing this Agreement, CONTRACTOR certifies under section 1861 of the Labor Code that CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the CONTRACTOR will comply with such provisions before commencing performance of this Agreement. CONTRACTOR agrees that under no circumstance shall STANISLAUS SELPA, its member districts, or STANISLAUS COUNTY OFFICE OF EDUCATION be liable for CONTRACTOR's worker's compensation liability.

**8. INDEMNITY/HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify, and hold harmless the STANISLAUS COUNTY OFFICE OF EDUCATION, STANISLAUS SELPA, and their board members, officers, agents, and employees, from any and all claims, losses, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs), causes of action, and suits, accruing or resulting from any loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly, arising out of, or any way connected with, the transportation services provided under and the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless under this Agreement shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law,

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rule, regulation, or other requirement; and (4) products installed in or used in connection with the performance of this Agreement.

**9. PERFORMANCE BOND**

The faithful performance by the CONTRACTOR of each and every term, condition, and provision of this Agreement is expressly made a condition precedent for the payment of any sums agreed herein to be paid to CONTRACTOR by STANISLAUS SELPA. CONTRACTOR shall post with the STANISLAUS SELPA a performance bond or other acceptable security for use of the STANISLAUS SELPA, which bond or security shall be subject to review and approval of the STANISLAUS SELPA Attorney and Business Manager. Such bond or security shall be executed by the CONTRACTOR and a surety company licensed to do business as such in the State of California. Such bond or security shall be in the amount of Two Hundred Thousand Dollars (\$250,000.00) and shall at all times be kept in full force and effect. The condition of such bond or security shall be the CONTRACTOR. The CONTRACTOR shall fully and faithfully perform all conditions and covenants of this Agreement or that the face amount of such bond or security shall be forfeited to the STANISLAUS SELPA. The bond and/or security may be a renewable one-year bond or security, and shall be renewed annually before its expiration date; provided, however, that such bond or security must remain in full force and effect from and after the date the STANISLAUS SELPA makes any demands for payments on the bond or security until the STANISLAUS SELPA releases such claims. Provision of such bond or its equivalent, approved by the STANISLAUS SELPA is a material covenant of this Agreement. The STANISLAUS SELPA shall not approve any security which is not unconditionally payable to the STANISLAUS SELPA upon the STANISLAUS SELPA demand.

**10. LIQUIDATED DAMAGES**

It is agreed by CONTRACTOR and STANISLAUS SELPA that should CONTRACTOR fail to provide services as agreed to in this Contract, STANISLAUS SELPA shall be damaged. Due to the nature of services to be rendered, it is impractical and extremely difficult to fix the actual damage to the STANISLAUS SELPA.

Therefore, if CONTRACTOR fails to provide any portion of the service required under the terms of this Agreement, liquidated damage charges shall be assessed against the CONTRACTOR according to the following:

- 1) For each unit failing to provide required service, the basic cost of the trip shall be assessed against the CONTRACTOR in accordance with the following formula:

$$\frac{\text{Number of Trips Missed}}{\text{Number of Trips Scheduled}} \quad \times \quad \text{Applicable Average Daily Home-to-School Transportation Cost}$$

- 2) For purposes of assessing damages under this section, any trips which are fifteen (15) minutes beyond the 15 minute window as per the STANISLAUS SELPA schedule, shall be considered a missed trip.
- 3) In addition to the reduction of the basis costs, the following liquidated damages shall be assessed against CONTRACTOR for any missed trips:
  - One Hundred Dollars (\$100.00) shall be assessed for each morning trip missed

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- One Hundred Dollars (\$100.00) shall be assessed for each mid-day trip missed
- One Hundred Dollars (\$100.00) shall be assessed for each afternoon trip missed

In accordance with this section, no single missed bus route shall be assessed liquidated damages of more than Three Hundred Dollars (\$300.00) per day.

- 4) For each student not transported during his/her regular route due to the fault or negligence of the CONTRACTOR, the CONTRACTOR shall be assessed the amount of Fifty Dollars (\$50.00) and shall bear the responsibility and cost of sending another bus to transport that student.
- 5) Failure of the CONTRACTOR to notify the Transportation Facilitator with in one hour of school bus accidents and/or upon notification of any incident in which a child may have sustained injury, will result in an assessment of liquidated damages of One Hundred Dollars (\$100.00).
- 6) Failure of the CONTRACTOR to provide the appropriate equipment required for each bus, including but not limited to two-way radios, wheelchair tie downs, fire extinguishers, etc., shall result in the assessment of liquidated damages of One Hundred Dollars (\$100.00) per day and continuing at said rate for so long as the CONTRACTOR fails to provide such equipment.
- 7) The sum of assessments for a given month shall be deducted by the Transportation Facilitator in the payment made to CONTRACTOR for that month. The provisions of this paragraph do not apply when delays are caused by conditions beyond the control of the CONTRACTOR, as determined by the Stanislaus SELPA per the Transportation Facilitator.
- 8) Assessments of such deductions by the Transportation Facilitator shall in no way relieve the CONTRACTOR of its obligation to provide spare buses and drivers sufficient to cover all interruptions in service to the Stanislaus SELPA due to failure of equipment or lack of personnel.

**11. STANISLAUS SELPA RIGHT TO TERMINATE**

This Agreement may be terminated without cause by STANISLAUS SELPA upon the provision of ninety (90) days written notice, either by mail, or by personal service, of termination to CONTRACTOR. In the event of a termination without cause, STANISLAUS SELPA shall pay to CONTRACTOR all consideration owed pursuant to this AGREEMENT up to and including the end of the 90-day period in accordance with the parties' regular payment processes, subject to CONTRACTOR's continued and full performance of this Agreement up to and including the termination date.

**12. TERMINATION FOR CAUSE**

All terms, conditions and covenants of this Agreement are considered material, and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions or covenants which are to be kept, done or performed by it, which breach or default shall also include CONTRACTOR's insolvency, STANISLAUS SELPA shall have the right to give ninety (90) days written notice thereof, either by mail or by personal service, setting forth such breach

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or default; then STANISLAUS SELPA, without further notice, may cancel this Agreement and have the right of recovery of attorney fees and all cost and damages incurred as a result of any breach or default in the performance of the terms, conditions, and covenants of this Agreement. Damages shall include costs incurred by STANISLAUS SELPA to obtain replacement services, including an difference in rates for services provided.

CONTRACTOR shall not be deemed in default of any provisions of this Agreement in the event of interruption or diminution of service, if said condition is the result of flood, fire, earthquake, storm, war or commandeering of materials, products, plants, or facilities by the Government or similar causes beyond the control of the CONTRACTOR and which renders performance impossible.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination without cause in accordance with paragraph 18 above, and CONTRACTOR shall have no greater rights than it would have had if a termination without cause had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR.

**13. NOTICE OF DEFICIENCY**

STANISLAUS SELPA may, at its sole discretion, issue a Notice of Deficiency to CONTRACTOR specifying areas of unsatisfactory performance and specifying what improvements are necessary to correct the deficiency. CONTRACTOR shall correct the deficiency(ies) within thirty (30) days after receiving such notice or as otherwise agreed or extended by the STANISLAUS SELPA. In the event CONTRACTOR fails to correct all deficiencies, STANISLAUS SELPA shall have the right to immediately terminate this Agreement for cause.

**14. FORCE MAJEURE**

CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining or performing the service by fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of Contractor, except to the extent that Contractor is at fault for such nonperformance. Upon request from STANISLAUS SELPA, CONTRACTOR shall provide satisfactory written evidence justifying nonperformance within five (5) working days after the date on which the CONTRACTOR first failed to provide said services, demonstrating that the nonperformance is not due to the fault or negligence of the CONTRACTOR. Failure to provide such evidence shall constitute a material breach of this Agreement.

**15. LIMITATION OF LIABILITY**

STANISLAUS SELPA's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the total charges due and payable to Contractor hereunder that have not been paid to Contractor. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.



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**16. INDEPENDENT CONTRACTOR**

It is agreed and understood by the parties hereto that CONTRACTOR, its agents, servants, and employees, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of STANISLAUS COUNTY OFFICE OF EDUCATION or the STANISLAUS SELPA. CONTRACTOR, not the STANISLAUS SELPA, has the right, power, authority and duty to supervise and direct the activities of the agents and employees of CONTRACTOR and to compensate such agents and employees for any work performed by them on the behalf of the STANISLAUS SELPA pursuant to this Contract. CONTRACTOR, and not the STANISLAUS SELPA, shall be responsible and therefore solely liable for all acts and omissions of the agents and employees of CONTRACTOR.

**17. UNSCHEDULED SCHOOL CLOSINGS**

STANISLAUS SELPA shall not be obligated to accept or pay for any services of the CONTRACTOR on those days when the school(s) is closed to insure the health and safety of the students, for staff in-services, or for any other reason. The decision as to the need for closing or early dismissal shall be made by the STANISLAUS SELPA and SELPA member districts as may be necessary for the operation of schools within the SELPA and its member districts.

**18. LABOR DISPUTES - DISRUPTION OF SERVICES**

Prior to the commencement of services under this Agreement, the parties hereto shall formulate a plan for continuing transportation services to students during a work stoppage or labor dispute that would disrupt transportation services to students. The plan shall be made a part of any labor agreement between the CONTRACTOR and the CONTRACTOR's employees and bargaining units.

Whenever CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, CONTRACTOR shall immediately give written notice thereof, which notice shall include all relevant information regarding the actual or threatened labor dispute, to the STANISLAUS SELPA.

Not less than ninety (90) days prior to the opening of each regular school year, CONTRACTOR shall provide the STANISLAUS SELPA with a report on the current status of the CONTRACTOR'S employer-employee relations.

**19. TERMINATION FOR LACK OF FUNDING APPROPRIATION**

In the event transportation funds are not appropriated to STANISLAUS SELPA by the State, or if the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the State, STANISLAUS SELPA shall be excused from performing under and shall have the right to terminate this Agreement.

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**20. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the Parties. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties unless made in writing and signed by all of the Parties hereto.

**21. CONTRACTOR'S POWER AND AUTHORITY**

CONTRACTOR represents and warrants to the STANISLAUS SELPA that CONTRACTOR has full power and authority to grant the rights herein granted. CONTRACTOR agrees that it will not enter into any arrangement with any third party which might abridge any rights of the STANISLAUS SELPA under this Agreement.

The Services provided by CONTRACTOR shall be under the control, management, and supervision of CONTRACTOR. CONTRACTOR is fully responsible for all work performed under this Agreement. CONTRACTOR is wholly responsible for the performance of its servants, employees, agents, and suppliers in fulfilling its obligations described in this Agreement.

**22. ASSIGNMENT**

This Contract shall not be assignable by CONTRACTOR in whole or in part without the prior written consent of STANISLAUS SELPA.

**23. HEIRS AND ASSIGNS**

The parties do hereby warrant and represent that this Agreement shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Agreement.

**24. JURISDICTION; GOVERNING LAW**

This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. The Parties expressly agree that any action or proceeding to enforce this agreement shall be commenced and maintained in Stanislaus County, California. In signing this agreement, the parties expressly waive any and all rights they may have to maintain an action to enforce this Agreement in another jurisdiction other than Stanislaus County, California.

**25. AUTHORIZED SIGNATURES**

Each of the signatories hereto warrants that he or she is authorized to sign this Agreement on behalf of the party for whom he or she signs and binds that party to the terms of this Agreement.

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**26. COUNTERPARTS**

This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies of this Agreement shall have the same force and effect as signature of the original.

**SIGNATURES:**

By \_\_\_\_\_  
Matthew Devins, Stanislaus SELPA Executive Director

Date \_\_\_\_\_

By \_\_\_\_\_  
, Contractor

Date \_\_\_\_\_

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EXHIBIT A

CURRENT SELPA PROCEDURES

**Bus Discipline Incident Reporting Procedure**

Student behavior problems shall be reported in the following manner;

1. Driver/aides/monitors write-up student behavior on a Bus Incident form submitted to STANISLAUS SELPA.
2. The SELPA Transportation Facilitator reads and distributes copies. After a significant number of warnings are issued the suspension policy is implemented. Continued inappropriate and unsafe behavior shall be reviewed by the I.E.P. team for further action. The STANISLAUS SELPA through the SELPA Transportation Facilitator shall determine all suspensions according to ED Code 48911 (a) (h).
3. I.E.P. meetings relating to school bus behavior may be called at any time. Every effort will be made to have a representative from the CONTRACTOR and the Stanislaus SELPA at the I.E.P. meeting to help work out a behavior plan. The CONTRACTOR or its representative will attend the IEP meeting including participating by phone.

**Student Transportation Request**

The STANISLAUS SELPA Transportation Facilitator shall provide CONTRACTOR requests for student transportation services in writing. Requests for student transportation services may be delivered to CONTRACTOR by way of facsimile transmission, U. S. mail, or courier service (or equivalent). Requests for student transportation services received by CONTRACTOR's office on or before noon (12:00 P. M.) on a given date will be deemed to have been received by CONTRACTOR as of that date, and will be processed and implemented as of that date. Requests for student transportation services received by CONTRACTOR'S office after noon (12:00PM) on a given date will be deemed to have been received by CONTRACTOR as of the next business day and will be processed as of that next business day.

Requests for student transportation services will be prioritized and processed in accordance with the following requirements:

Changes that do not require a route or school change = **Fast Track** (1 to 2 business days)

Changes that require a route or school change = **Regular Track** (2 to 4 business days)

Changes that are out of the ordinary and/or that require bus route changes that may involve buses that are to full in order to accommodate the change = **Custom Track** (3 to 5 business days)

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Changes that are unusual and that would require the addition of buses or the creation of new routes = **Unique Track** (5 to 10 business days)

(Note: STANISLAUS SELPA will be advised about such requests and asked for direction when such requests are made.)

The SELPA Transportation Facilitator will be notified of the start date that a student's busing will begin. The SELPA Transportation Facilitator will notify the classroom and the school site of this date.

In the event that CONTRACTOR is requested to process a large number of requests for student transportation services, CONTRACTOR may request additional time from the STANISLAUS SELPA Director to process the requests. The STANISLAUS SELPA Director shall have the discretion to grant such a request, provided that CONTRACTOR is making diligent and reasonable efforts and progress to timely process the requests for student transportation services.

All requests for student transportation services requests will be assigned a start date and processed in accordance with the above priority tracks as of the date the request is deemed received by CONTRACTOR. CONTRACTOR shall not accept verbal requests for student transportation services, or requests for student transportation services from any source other than STANISLAUS SELPA. Subject to the parties' prior mutual written agreement, CONTRACTOR may utilize a portion of its spare bus fleet (not to exceed 5% of existing spare bus inventory) to accommodate requests for student transportation services that necessitate the addition of additional buses and/or bus routes. In the event that CONTRACTOR does utilize spare bus fleet buses for such purpose, it shall promptly restore and replenish the number of spare bus fleet units as may be necessary to meet its spare bus fleet and transportation service coverage obligations under this Agreement.

**Transportation Aides**

If, after a reasonable amount of time, the CONTRACTOR is unable to hire or provide needed support or services for the bus (e.g. hiring paraprofessionals or LVNs), the district will have the ability to hire and place its own supports and professionals on the bus. The CONTRACTOR will notify the SELPA office monthly of efforts to provide support and services and the SELPA, in turn, will notify the districts.

If this district hiring or placement of professionals occurs, the CONTRACTOR should continue to treat this as a vacancy and continue to find the appropriate professional or supports needed.

**Student Equipment**

Given enough space on the bus, a student's equipment (such as a walker) should be transported on the bus with the student, both to home and school.

**Fog Delay Procedure**

[INSERT]

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**Parent Not Home Procedure**  
[INSERT]

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EXHIBIT B

RATE SCHEDULE

XXX

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