

AGREEMENT

Between

THE NORTH KINGSTOWN SCHOOL COMMITTEE

And

THE NORTH KINGSTOWN BUS CONTRACTORS' ASSOCIATION

For the Period of

July 1, 2015 to June 30, 2018

RECEIVED

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BUSINESS OFFICE

NORTH KINGSTOWN SCHOOL DEPARTMENT

AND

NORTH KINGSTOWN BUS CONTRACTOR'S ASSOCIATION

AGREEMENT FOR THE PERIOD OF JULY 1, 2015 TO JUNE 30, 2018

Scope / Term: This document constitutes the formal written agreement between the North Kingstown School Committee (hereafter referred to as "School Committee") and the North Kingstown Bus Contractor's Association (hereafter referred to as "Association") for the period of July 1, 2015 to June 30, 2018, the Association shall provide busing for the North Kingstown School Department as outlined in the services below with the exception of any services that are provided within the School Department. On or before November 1, 2017, by mutual agreement of the School Committee and the Association and an affirmative vote by the School Committee, the parties shall have the option to renew this contract for a period of two (2) years until June 30, 2020.

Terms and Definitions:

- A. Inconvenience Fee: Fee paid to a contractor for a kindergarten, vocational, or parochial run scheduled between 9:30 AM and 1:30 PM.
- B. First Line Bus: Any bus under contract to the North Kingstown School Department (hereafter referred to as "School Department") to provide regular daily scheduled home-to-school service (i.e. a regularly scheduled route bus).
- C. Spare Bus: Any bus not used in regular daily scheduled home-to-school service but rather as a temporary replacement for a First Line Bus in the event of a breakdown or similar instance, or used primarily for Field/Extracurricular trips.
- D. Unauthorized Use: Use of a vehicle for a purpose not specifically approved by the Supervisor of Transportation or his/her designated representative.

1. **GENERAL**

- a. Dues assessed by the Association will be assessed and handled by the NKBCA and its members directly.

- b. The Association is comprised of individual bus contractors.
- c. At any time the North Kingstown School Committee may suspend and or terminate a contractor for good and just cause.
- d. Individual bus contractors, with the approval of the North Kingstown School Committee may in some cases hire drivers to operate their bus.
- e. At any time the North Kingstown School Committee can remove a bus driver from driving a bus.
- f. The members of the Association are required to follow all policies and regulations adopted by the North Kingstown School Committee.
- g. The incident of a breakdown of a school bus or the failure of a Driver/Contractor to complete his/her scheduled run shall not increase the cost to the North Kingstown School Department. If another bus assists, that additional mileage shall not be charged to the School Department nor shall the School Department pay more than the average daily mileage of the bus involved.
- h. The Driver and/or Contractor of a Bus that breaks down or fails to complete their assigned run or trip and does not notify the Transportation Office may be assessed a charge not to exceed an amount equal to the payment for a Category I trip as identified in Addendum B hereto.
- i. Contractors shall strictly comply with all applicable Federal, State, and Local rules and regulations, as well as the Transportation Policy of the School Committee, at all times while providing service under the terms of this agreement.
- j. Contractors shall maintain a written record for all repairs and maintenance conducted on each bus and shall retain this record until such time as the vehicle is taken out of service. These records shall be made available to the School Department upon request. All maintenance and repairs shall be listed on a form provided by the Transportation Office. This form shall be submitted to the Transportation Office at least once a month and retained for the service life of the bus in compliance with R. I. General Law 31-22-11.2. The School Committee shall have the authority to remove vehicles from service if these reports are not submitted for two consecutive months. Contractors will be subject to a fine equivalent to the rate charged for a Category 1 trip as identified in Addendum B hereto for each month in excess of two months that said reports are not submitted. The continued failure to submit forms shall be adequate reason to terminate the agreement with the contractor concerned.
- k. Contractors are responsible for any eye test necessary for any required or requested examination. The North Kingstown School Department shall incur the cost for regular drug testing of drivers. However, in the event that the District has reason to suspect that a driver is under the influence of drugs and/or alcohol, the driver shall be responsible for the cost of any drug testing required. A refusal by a driver to undergo drug testing shall result in an automatic termination of the driver. Any driver who operates a school bus in service to the School Department will have furnished to their contractors a valid pre-employment drug/alcohol test and completed background check. This information shall be on file with the School Department and will be subject to random testing as required by law.
- l. The School Committee reserves the right of final approval for every driver operating a bus for the School Department, and may reject any individual. Every contractor must submit the

names and addresses of their drivers to the Transportation Office not later than August 1 of each school year for approval.

- m. Reimbursement for damage to a contracted vehicle caused by passenger vandalism will be limited to a maximum of two hundred dollars (\$200.00) per bus per school year. Drivers/Contractors will assist the School Committee, as necessary, in any investigation into such vandalism. Any monies received as restitution will be used to restore, on a dollar-for-dollar basis, any deductions made from the "account" for that bus. Contractors will submit proof of vandalism, upon request, prior to any reimbursement being made. Items damaged by normal wear and tear are not subject to replacement/reimbursement under the terms of this paragraph.
- n. The Supervisor of Transportation will meet with the President of the Association at least twice a year to discuss ways to equalize fees paid to contractors. The first meeting shall be held before the forty-fifth (45th) day of school.
- o. No contractor or driver shall use a bus for any purpose other than that authorized by the Supervisor of Transportation or his/her designated representative. Unauthorized use of a vehicle governed by this agreement may result in revocation of the contract as it applies to that vehicle or other such measures as the School Committee may deem appropriate. The decision as to the disposition of an instance of unauthorized use rests solely with and at the discretion of the School Department. In the event that the Transportation Office has to obtain a driver for a contractor, for either a Home-to-School route or a field/extracurricular trip, a charge equal to fifty (50%) per cent of the daily rate or scheduled fee may be assessed.

2. FIELD TRIPS

- a. After field trips are assigned, it shall be the responsibility of the contractor to provide a driver and vehicle for each trip. The contractor must provide the Transportation Office, at least two working days prior to the departure of the trip, with the name of the driver and any other pertinent information. Contractors who refuse a trip, once assigned, may be subject to an assessment equal to the payment for a Category I trip as identified in Addendum B hereto.
- b. A payment equal to a Category I trip rate charge, as noted in Addendum B, will be made to a contractor whose bus arrives for a field trip that is subsequently cancelled without prior notification. Conversely, any contractor who fails to fulfill a properly scheduled and assigned trip will be assessed an amount equivalent to a Category I charge.
- c. All field trips require the driver and vehicle to remain at the field trip location. An exception to this requirement may be made only after consultation with the individual teacher or coach who requested the trip with the final approval resting solely with the Transportation Office. No extra time or mileage will accrue as a result of a driver/vehicle leaving a trip and returning at a later time.
- d. A charge equal to one hour of trip time shall be paid to a contractor in the event that extraordinary post-trip cleaning of the bus is necessary. The client shall be notified at the time that they sign the field trip report that this charge will be assessed. The addition of this charge must be listed separately on the field trip report and is subject to final approval by the Transportation Office.

3. VEHICLES

- a. The School Committee shall inform the Association of any anticipated increase or decrease in the overall number of buses to be used to provide service. In the event that the School Committee votes to go out to bid for a new contractor, said contractor will be required to reimburse the independent bus contractor for the Fair Market Value (FMV) of his/her vehicle or pay for any remaining payments on the vehicle, whichever is the greater amount, as long as the original payment schedule is up to date and there are no late payments due.
- b. All contractors will submit bus specifications to the School Department for review and approval before any bus, except those buses purchased from an existing contractor, is placed in service. It is the responsibility of each contractor to provide these specifications sufficiently ahead of time to allow for adequate review and approval of the proposed vehicle prior to it being placed in service. Vehicles may be equipped with video camera boxes or devices compatible with the recording system in use and a mobile phone. In the event that the School Committee determines that it will require vehicles to be equipped with devices such as GPS, video cameras, recording system, etc., the Association shall work with the School Committee to obtain said devices.
- c. The School Department shall have the authority to remove any vehicle from service for safety reasons. Any vehicle removed from service shall not be allowed to transport students until approved by the School Department and/or the Rhode Island Department of Motor Vehicles as appropriate. It shall be the responsibility of the contractor to provide a spare vehicle during this period, at no additional cost to the School Department. All buses governed by this agreement shall be kept in good operating condition. Any necessary repairs shall be made in a reasonable amount of time at the expense of the contractor concerned.
- d. The School Department shall supply diesel fuel for student busing.
- e. The School Department shall insure and register all buses engaged in providing service under the terms of this agreement.
- f. Each contractor is responsible for maintenance and upkeep to the vehicle(s) he/she operates under this agreement including all parts, fluids (except diesel fuel), tires, labor charges, etc.
- g. Upon the execution of the Agreement, title to the bus transfers to the School Department and, upon termination of the Agreement, title reverts to the contractor. However, if the contractor wishes to sell the bus within 3 months after the reversion, the School Department has a right of first refusal.
- h. The Association shall provide at least six approved Spare Buses. Spare Buses are to be utilized primarily as back-ups for First Line Buses that become incapacitated. The Association shall establish internal procedures to insure availability of all Spare Buses to the School Department.
- i. The contract period for a newly purchased bus shall be seven (7) years. Thereafter the parties have a mutual five (5) year option to renew.
- j. In the event that a used bus is purchased for use as a First Line Bus the following criteria will apply:

1. Vehicle must be diesel powered.
2. The age of the vehicle shall not exceed three (3) years at the time of purchase as determined by model year. An exception to this requirement is allowed for a bus purchased from a NKBCA contractor up to twelve years in age. The balance of the contract life for a NKBCA seller may be transferred to the NKBCA member buyer, all other provisions of this agreement, state law, and NKSD policies apply.
3. The length of a contract with individual contractors, awarded for a used bus will not exceed a total of twelve (12) years from date of manufacture unless approved by the School Committee. Contracts will be awarded for an initial period of seven (7) years minus the age in years of the bus, plus a five (5) year option to renew (i.e. a two year old bus would be awarded a five year initial contract with a five year option to renew).
- k. No bus, other than a Spare Bus, will be allowed to operate beyond twelve (12) years without the express permission of the North Kingstown School Committee.
- l. Prior to use, the contractor must present evidence that the vehicle has passed all inspections required by the Rhode Island Department of Motor Vehicles and any other agency with jurisdiction over the operation of these busses.

4. SAFETY

- a. Monitors: The School Department will provide bus monitors as required. It will be the responsibility of the individual contractor/driver to verify that a bus monitor is present and properly performing his/her duties. If not, the contractor/driver will immediately notify the Transportation Office. The contractor/driver shall work cooperatively with the monitor to ensure compliance with all safety rules and regulations.
- b. Drills: School Bus Contractors will perform emergency exit drills, along with a demonstration of the public address system on each bus, twice per school year, with the first such drill to be conducted in September. These drills will be conducted in accordance with the "Guidelines for Conducting Emergency Exit Drills" as set forth in the National Standards for School Bus Operation. Both drills will be individually documented on a Field Trip Report that will be submitted to the Transportation Office with the mileage documentation for the week in which each drill is conducted.
- c. Equipment: All safety equipment will be properly mounted and maintained in good working condition at all times. Maintenance of required safety equipment is the responsibility of the individual contractor.
- d. All new buses purchased to provide service for the School Department shall be equipped with:
 1. A "crossing arm" affixed to the front bumper that extends when the red lights are activated.
 2. A device that requires that the driver check the bus for sleeping children before exiting the vehicle (i.e. "Child Checkmate" system or a similar device).
- e. Procedures and Policies to implement a safety program will be developed in a cooperative effort between the Association and the School Department.

5. ACCIDENT PROCEDURES

In order to establish a uniform policy to be followed in the event of an accident involving any contractor's vehicle, the following procedures will be followed:

- a. In the event of any accident, the appropriate local police department will be notified and requested to respond before any vehicle is moved.
- b. The Supervisor of Transportation and/or the Transportation Office will be notified as soon as possible and provided with an initial report including but not limited to:
 1. Location and brief description of accident
 2. Number of students on board
 3. Extent of any injuries
 4. At a minimum, registration number and make/model of other vehicles involved.
- c. All necessary reports shall be filled out and turned in to the Transportation Office as soon as possible, unless alternate arrangements are approved by the Supervisor of Transportation.
- d. When required, it shall be the responsibility of the contractor to secure three (3) estimates to repair damage. Any costs relating to obtaining an estimate shall be paid by the North Kingstown School Department unless damage was caused while on an unauthorized trip. Estimates will be turned in to the Transportation Office and date stamped to verify receipt.
- e. The contractor(s) will be informed in a timely fashion of the decision of the School Department and/or insurance carrier to approve or disapprove any claims.
- f. In the event of an accident that occurs during the unauthorized use of a vehicle, such use being defined as use for a purpose not specifically authorized by the Supervisor of Transportation, the contractor will be responsible for the repair of any and all damage to the school bus. The contractor will also be subject to a penalty, of an amount not to exceed one thousand dollars (\$1000.00) in the event of an accident that occurs during unauthorized use, the exact amount to be determined on a case-by-case basis.
- g. In cases where the driver is convicted of a violation of the Motor Vehicle Code, the contractor will be responsible for the deductible portion of the insurance policy in the event of a related accident, as well as any fines, assessments, and penalties that ensue from said conviction.

6. RATES AND FEES

HOME-TO-SCHOOL SERVICE

Description	2015-2016	2016-2017	2017-2018
	2.00%	2.00%	2.00%
*Bus Rate per Day	\$276.53	\$282.06	\$287.70
Over Mileage (per mile)	\$1.80	\$1.84	\$1.87
Inconvenience Fee	\$20.05	\$20.45	\$20.86

OVERHEAD EXPENSES

For each year of the contract the School Department shall pay to the Association an additional 1.2% to cover their overhead expenses associated with their billing costs

PAYMENT

The North Kingstown School Department shall send to the Association the payment for the services of all the contractors covered by this agreement twice monthly upon the receipt of invoice from the Association.

FIELD/EXTRACURRICULAR/ATHLETIC TRIPS

Category 1 rates include three (3) hours of trip time, categories 2 through 6 include five (5) hours of trip time unless otherwise noted. These rates cover round trip transportation and time; they do not include tolls, parking, mileage, etc. which are the responsibility of the customer. Except for mileage, miscellaneous charges such as tolls and parking will each be listed separately on the Field Trip Report and will only be reimbursed upon submission of an appropriate receipt for the expense.

Category	2015-2016	2016-2017	2017-2018
	2.00%	2.00%	2.00%
1	\$86.00	\$88.00	\$90.00
2	\$141.00	\$144.00	\$147.00
3	\$163.00	\$166.00	\$169.00
4	\$186.00	\$190.00	\$194.00
5	\$202.00	\$206.00	\$210.00
6	As noted below		
Overhours (per 15 mins)	\$ 5.83	\$5.95	\$6.07

CATEGORY 4	
Charlestown	
East Providence	
Hopkinton	
Johnston	
Portsmouth	
Providence	
Richmond	
CATEGORY 5	
Barrington	Rehoboth
Bristol	Seekonk
Burrillville	Fall River
Central Falls	Swansea
Cumberland	
Foster	
Glocester	
Lincoln	
Little Compton	
New Shoreham	
North Providence	
North Smithfield	
Pawtucket	
Scituate	
Smithfield	
Tiverton	
Warren	
Westerley	
Woonsocket	

CATEGORY 6 FIELD TRIPS	2015-2016	2016-2017	2017-2018
	2.00%	2.00%	2.00%
Bristol, Connecticut (Flat Rate)	\$363.00	\$370.00	\$377.00
Essex, Connecticut	\$221.00	\$225.00	\$230.00
Fairfield, Connecticut (7 Hours)	\$363.00	\$370.00	\$377.00
Guilford, Connecticut	\$335.00	\$342.00	\$349.00
Hartford, Connecticut (7 Hours)	\$363.00	\$370.00	\$377.00
Mystic, Connecticut	\$202.00	\$206.00	\$210.00
New Haven, Connecticut	\$363.00	\$370.00	\$377.00
New London, Connecticut	\$202.00	\$206.00	\$208.00
Pequot Indian Museum, Connecticut	\$186.00	\$190.00	\$194.00
Stonington, Connecticut	\$186.00	\$190.00	\$194.00
Storrs, Connecticut (7 Hours)	\$292.00	\$298.00	\$304.00
Walcott, Connecticut (8 Hours)	\$435.00	\$444.00	\$453.00
Waterford, Connecticut	\$202.00	\$206.00	\$210.00
Woodstock, Connecticut	\$202.00	\$206.00	\$210.00
Boston, Massachusetts (7 Hours)	\$363.00	\$370.00	\$377.00
S. Carver, Massachusetts (8 Hours)	\$363.00	\$370.00	\$377.00
Fall River, Massachusetts	\$186.00	\$190.00	\$194.00
Foxborough, Massachusetts	\$202.00	\$206.00	\$210.00
Groton, Massachusetts	\$250.00	\$255.00	\$260.00
Holy Cross - Worcester, Massachusetts	\$292.00	\$298.00	\$304.00
Horizon for Youth-Sharon, MA (Drop & Pick)	\$427.00	\$436.00	\$445.00
Lexington/Concord (7 Hours)	\$363.00	\$370.00	\$377.00
Logan Airport-Boston, Massachusetts (Drop or Pick)	\$243.00	\$248.00	\$253.00
Lowell, Massachusetts (8 Hours)	\$363.00	\$370.00	\$377.00
Marion, Massachusetts	\$292.00	\$298.00	\$304.00
Medway, Massachusetts	\$320.00	\$326.00	\$333.00
Plimoth Plantations - Plymouth, Ma (8 Hours)	\$363.00	\$370.00	\$377.00
Salem, Massachusetts (10 Hours)	\$420.00	\$428.00	\$437.00
Six Flags-Agawam, Massachusetts(7 Hours)	\$435.00	\$444.00	\$453.00
Somerset, Massachusetts	\$202.00	\$206.00	\$210.00
Springfield, Massachusetts (7 Hours)	\$435.00	\$444.00	\$453.00
Sturbridge Village-Sturbridge, Massachusetts	\$292.00	\$298.00	\$304.00
Wachusset Mountain - Massachusetts	\$313.00	\$319.00	\$325.00
Walpole, Massachusetts	\$292.00	\$298.00	\$304.00
Westport, Massachusetts	\$202.00	\$206.00	\$210.00
Worcester Poly Tech (Drop Off Only)	\$257.00	\$262.00	\$267.00
Worcester, Massachusetts (7 Hours)	\$306.00	\$312.00	\$318.00
Water Country-Portsmouth, NH (10 Hours)	\$463.00	\$472.00	\$481.00
Alton Jones, Drop & Pick	\$107.00	\$109.00	\$111.00
In Town Drop Off	\$57.00	\$58.00	\$59.00

6. Termination

- a. This Agreement shall terminate on June 30, 2018 unless the written notice required under the Section entitled "Scope / Term" is given to the Association at the following address:

160 Railroad Avenue
Saunderstown, RI 02874

- b. The School Committee may terminate this Agreement at any time, with or without just cause, by providing the Association with thirty (30) days written notice at the address set forth above.

DURATION

Agreement entered into the 23rd day of Sept, 2015 by and between the School Committee of the Town of North Kingstown and the North Kingstown Bus Contractors' Association for the period of July 1, 2015 to June 30, 2018 to provide school transportation service as delineated.

IN WITNESS WHEREOF, the parties hereunto set their signatures this 23rd day of September, 2015.

CONTRACTOR

Paul Manfred

NORTH KINGSTOWN SCHOOL
COMMITTEE

Gregory Blasbalg
Gregory Blasbalg, Vice Chairperson

NORTH KINGSTOWN SCHOOL
DEPARTMENT

Dr. Philip Auger
Dr. Philip Auger, Superintendent of Schools