

MASTER SCHOOL BUS SERVICE CONTRACT

School Year 2022-2023

THIS AGREEMENT (“Agreement” or “Contract”) is made by and between the BOARD OF EDUCATION OF CHARLES COUNTY, MARYLAND, a body politic and corporate, hereinafter called "THE CHARLES COUNTY PUBLIC SCHOOLS (CCPS)" and hereinafter called "CONTRACTOR", for Bus #(s).- (Refer to cover sheet.)

NOW, THEREFORE, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree that school bus transportation services shall be furnished by the CONTRACTOR upon the following terms and conditions:

1. THE SERVICE

- 1.1 The CONTRACTOR agrees to provide, at his or her expense, the above numbered school buses referenced on the cover sheet, certified bus driver, and attendant (if required) which will operate over the routes described and on the days and times indicated in the attached schedules which are made a part of this Agreement incorporated herein by reference.

2. TERM

- 2.1 The CONTRACTOR agrees to furnish student transportation services for up to 180 days of the school year as determined by CCPS, commencing on the first school day as provided in the school system calendar adopted by CCPS for the school year, which shall be made available to the CONTRACTOR and which shall be made a part of this Agreement incorporated herein by reference, on the days and during the times set forth in the calendar. In the event a waiver is granted from the 180 day requirement, the bus drivers and attendants will be paid 6.0 hours for each waived day and the contractors will be paid for maintenance and fuel based on 70 miles. In the event a school day counting toward the 180 day requirement does not require transportation services (e.g., instruction is provided through distance learning), the bus drivers and attendants will be paid 6.0 hours for each day and the contractors will be paid for maintenance based on 70 miles.

- 2.2 This Agreement shall be for a term of one (1) year commencing August 20, 2022, and terminating at midnight on August 20, 2023. This Agreement may be extended beyond its termination only upon execution by both CCPS and the CONTRACTOR of a contract extension prior to the end of the contract.

- 2.3 This Agreement may be terminated or cancelled as herein provided.

3. BASE CONTRACT SUM

- 3.1 The estimated base contract sum of this Agreement is \$_____ and is subject to adjustment based on the provisions of this Agreement. (Refer to cover sheet.)

4. PAYMENT

- 4.1 CCPS will pay the CONTRACTOR the **base contract sum** as adjusted for time and mileage on the last working day of each month commencing in September and terminating in June according to the number of school days in the month as reflected in Schedule “C”. September’s payment shall be made in two (2) installments as outlined in Schedule “C”. Payment for cancelled school days during each month will be deducted from the following month’s payment then repaid the month the cancelled day(s) are made up. CCPS will pay the CONTRACTOR one tenth of the base contract sum for the Per Vehicle Allotment (PVA) on the last working day of each month commencing in September and terminating in June.

- 4.1.1 An annual administrative payment will be issued on the **3rd Friday in August** as outlined in Schedule “C”.

- 4.1.2 For new routes the payment will be an estimate based on the current PVA and time and mileage as determined by the Transportation Department using the current table of rates as outlined on Schedule "C". Eleven (11) and Twelve (12) year old route buses placed in service prior to the 2017-2018 school year will receive eighty percent (80%) of their ten (10) year old PVA payment.
 - 4.1.2.1 PAID SPARE buses in years 13,14, and 15 will receive a fixed management fee as outlined in Schedule "C".
 - 4.1.2.2 Route buses placed in service prior to school year 2017-2018 will receive a fixed management fee as outlined in Schedule "C" for years 13, 14, and 15.
 - 4.1.2.3 Buses purchased for school years 2017-2018 and 2018-2019 will receive a fixed operations fee years 7-15.
 - 4.1.2.4 Buses purchased for school year 2019-2020 and subsequent years will receive a fixed operations fee years 1-15, as long as a school bus contract remains in place for a route using that bus.
 - 4.1.3 The October payment will be calculated using the approved September time and mileage sheet and current table of rates. The September estimated payment will be recalculated using the September time and mileage sheet and the difference will be added to or subtracted from the October payment.
 - 4.1.4 Payments for November through June will be calculated using the currently approved time and mileage sheet and table of rates. All adjustments (time and mileage sheets, health insurance, retirement, etc.) processed in the Transportation Office prior to or on the 15th day of the month will be reflected in that month's payment. All adjustments processed after the 15th day of the month will be reflected in the next month's payment.
 - 4.1.5 CCPS will approve deadhead mileage (based upon the most advantageous location to CCPS) as identified in Schedule "C". Deadhead mileage for this Article on regular routes includes: mileage from the established parking location in A.M. to the first pick up and from the last A.M. school to the established parking location; and in P.M. from the established parking location to the first P.M. school and from last P.M. student dropped to the established parking location. Approved deadhead mileage for additional routes must meet the same criteria as regular routes. Upon verification by CCPS, if a more advantageous parking location is determined, the time and mileage will be adjusted back to the verification date upon ten business (10) days' written notice to the CONTRACTOR, which adjustment will be effective on the date of such written notice.
- 4.2 CCPS will pay the CONTRACTOR **additional vehicle reimbursements** as follows:
- 4.2.1 For fuel costs an adjustment based on the monthly fuel survey will be added to or subtracted from the monthly payment. The current fuel price is determined by a monthly fuel pump survey minus the current year's federal fuel tax and the current year's state fuel tax. The adjustment will be calculated as outlined in Schedule "C". The adjustment for September will be based upon the fuel survey for September.
 - 4.2.2 For all vehicle inspections, contractors with base locations are expected to have all buses at that location. No payment will be made for movement to the base location from remote locations. Payment for drivers to deliver buses to the spring and fall bus inspections will be included in the administrative fee as outlined in Schedule "C". For Type A vehicle inspections during the summer, CONTACTORS will be paid as outlined in Schedule "C"
 - 4.2.3 For miles traveled over gravel roads a payment will be made monthly at a rate of two times the regular mileage rate as outlined in Schedule "C".

- 4.2.4 Payment for maintenance of a lift gate will be included in the administrative fee as outlined in Schedule "C".
- 4.2.5 For additional required and authorized Special Education equipment a payment will be made upon receipt of an approved paid invoice.
- 4.2.6 For each new route bus purchased a one-time radio installation will be authorized. When a Digital Dual Slot TDAM VHF two-way radio with Motorola capacity plus trunking with GPS and integrated data with a 45 watt minimum is authorized to be installed, the contractor will schedule and CCPS will authorize the installation at an approved facility.
 - 4.2.6.1 The CONTRACTOR will be responsible for all costs associated with theft/vandalism/neglect/misuse to a two-way radio/GPS/antenna mounted on a route bus. The Transportation Department designated business will determine if the repair has been generated due to theft/vandalism/neglect/misuse. The CONTRACTOR will be required to have the radio/antenna repaired/replaced by the approved vendor responsible for the damaged system. Replacement radios or GPS systems must be replaced with the same equipment that was stolen or damaged. Repairs associated with theft/vandalism/neglect/misuse of the bus video system must be reported to the Transportation Department in order to request replacement equipment from the bus video vendor, BusPatrol.
 - 4.2.6.2 CCPS will be responsible for all costs associated with repairs to the two-way radios/antennas/GPS/video systems not associated with paragraph 4.2.6.1. If a repair is necessary, the repair must be accomplished through a CCPS designated vendor. When a route bus two-way radio or video system is in need of repair, it is the responsibility of the Contractor to notify the Transportation Department and CCPS designated vendor to schedule the needed repairs. Failure of the Contractor to notify the Transportation Department of needed repairs will place the burden of all repair costs on the Contractor. All repairs are to be performed at the designated facility.
 - 4.2.6.3 CCPS utilizes the following designated vendors for onboard technology:
 - Radios-** ProComm
 - Bus Video System-** BusPatrol (*Stop-arm/Exterior Cameras; Interior Cameras*)
 - GPS-** Tripspark Technologies (*Veo Now*)
- 4.3 CCPS will pay the CONTRACTOR additional **employee benefit reimbursements** as follows:
 - 4.3.1 For employee leave a monthly payment will be made in the amount equivalent to the number of school days in the month as reflected in Schedule "C" for the driver and attendant positions required by this contract.
 - 4.3.2 For employee retirement a monthly payment will be made in the amount equivalent to one tenth of the amount identified in Schedule "C" for each eligible employee required by this contract. Payments will be made to the contractor beginning in September through June.
 - 4.3.3 For insurance programs (either health & life, or life only) a monthly payment will be made in the amount equivalent to one tenth of the amount identified in Schedule "C" for each eligible employee required by this contract. Payments will be made to the contractor beginning in September through June.
 - 4.3.4 Payment for court appearances related to CCPS school bus operation will be included in the administrative fee as outlined in Schedule "C".

- 4.3.5 Payment for driver/attendant to attend parent conferences for school/student related bus issues will be included in the administrative fee as outlined in Schedule "C". No payment will be made for driver/attendant discipline meetings, investigations, and certification/qualification issues. Reimbursement may be made as determined by the Director of Transportation.
- 4.3.6 CCPS shall pay for the cost of pre-employment drug/alcohol testing for drivers/attendants. Payments for participation in mandated random drug/alcohol testing for employed drivers/attendants will be included in the administrative fee as outlined in Schedule "C".
- 4.3.7 Pre-service Classroom Instruction beginning August 1, 2015, and thereafter, CCPS will reimburse each school bus driver \$300.00 once the driver has attended all pre-service classroom instruction and has become certified. The payment will be made to the Bus Contractor upon the presentation of CCPS Reimbursement Form.
- 4.4 CCPS reserves, upon written notice to the CONTRACTOR, the **right to withhold all payments** to the CONTRACTOR due to:
 - 4.4.1 Failure of the CONTRACTOR to submit revised Time and Mileage Sheets according to guidelines in Paragraph 7.6.1.
 - 4.4.2 Failure by the CONTRACTOR to submit all required contract documentation in acceptable form to CCPS.
 - 4.4.3 Failure by the CONTRACTOR to make all required payments on time for approved employee benefits in accordance with the terms of the contractor employee benefits outlined in Article 8.

5. IDENTIFICATION OF CONTRACT DOCUMENTS

- 5.1 The contract documents, which constitute the entire agreement between CCPS and the CONTRACTOR, except for modifications issued after execution of this Agreement, are identified as follows:
 - 5.1.1 This Agreement and all required reports, logs, and forms required by CCPS and identified in this Agreement.
 - 5.1.2 Schedule A - School System Calendar.
 - 5.1.3 Bus Routes.
 - 5.1.4 Schedule C - Table of Rates (Factor Sheets).

6. RESPONSIBILITIES OF CCPS

- 6.1 CCPS shall cause the numbered buses on the master coversheet to be inspected as required by MD MVA law at the beginning of the school year and twice during the school year at a time and location determined by CCPS. Spot inspections may be conducted at random times during the school year at the sole discretion of CCPS. CCPS may issue vehicle repair orders to CONTRACTOR during spot inspections, which must be addressed and repaired within the allotted time.
- 6.2 CCPS shall certify that the driver and attendant required by this contract have received the training mandated by the State of Maryland and CCPS to operate a school bus.
- 6.3 CCPS shall establish the routes consistent with its policies and rules, and may modify said routes to meet the needs of the system as expeditiously as possible. With the exception of the first ten (10) school days, CCPS shall provide the CONTRACTOR with notice (either by fax or e-mail) of any modification of a route at least

48 hours in advance of the effective date of the change. The CONTRACTOR may agree in writing to waive this advanced notice for any specific change.

- 6.4 CCPS, at its own expense, shall purchase and maintain automobile liability insurance or group self-insurance which insures against or covers bodily injury and property claims against the CONTRACTOR under contract with CCPS and/or against CCPS-approved employees or agents of such CONTRACTORS operating or assisting in the operation of school buses during the performance of CONTRACTOR'S obligations under this Agreement as required by the Maryland State Law, State Board of Education By-laws, and/or CCPS policies & rules. The insurance or group self-insurance purchased and maintained by CCPS will cover this regularly contracted school bus or an approved spare bus that would be listed on a certificate of insurance or coverage as submitted by the insurer to the CONTRACTOR. Certain limitations on this obligation of CCPS are listed in Articles 10.1 and 10.1.1 of this Agreement.
- 6.5 The Transportation Department of CCPS shall be CCPS's representative to enforce all student transportation regulations of the State of Maryland and the Transportation policies and rules of CCPS.
- 6.6 CCPS shall notify the CONTRACTOR of any applicable changes to CCPS policies and rules, as necessary.

7. RESPONSIBILITIES OF THE CONTRACTOR

- 7.1 The CONTRACTOR shall **transport only students** of the school(s) designated in the routes, or any modification thereof, and other parties designated by CCPS in the bus during the period it is used for school purposes.
- 7.2 The CONTRACTOR agrees **not to deviate from the routes** provided to it by CCPS without the written consent of CCPS or its authorized representative who may designate bus stops, time schedules, and route changes. Consent may be verbal followed by written confirmation.
- 7.3 The CONTRACTOR shall **keep numbered buses in a condition approved** by CCPS to fulfill all requirements of this Agreement, and shall:
 - 7.3.1 Furnish, at the CONTRACTOR'S expense, all labor, parts and other materials required for the operation of the school bus including driver's services, maintenance, repairs, and motor fuel and lubricants.
 - 7.3.2 Keep the school bus in good mechanical condition and safe at all times in accordance with the existing or subsequent laws, as well as the standards and regulations adopted by any lawful authority of the Federal Government, State of Maryland, Charles County, and CCPS.
 - 7.3.3 Keep the school bus in a clean and sanitary condition. Keep the bus lot and any staff-accessible buildings presentable and orderly.
- 7.4 The CONTRACTOR may use an approved spare bus to provide the service only if the contracted numbered vehicle is out of service for scheduled maintenance, because of a mechanical breakdown, or if it is determined to be unsafe by inspection.
- 7.5 The CONTRACTOR shall permit the **inspection of the bus** by inspectors designated by CCPS at all reasonable times, and shall:
 - 7.5.1 Promptly correct or cause to be corrected, within the prescribed time as determined at the sole discretion of CCPS, all defects or deficiencies reported to the CONTRACTOR in writing upon inspection by CCPS's inspector.
 - 7.5.2 Certify to the repairs made or other work performed, by filing all School Vehicle Inspection Forms (either MVA or CCPS) with CCPS.

- 7.5.3 Immediately remove from service the contracted numbered bus if, after inspection, it be determined as unsafe for any reason by CCPS, and shall replace it with a school bus approved by CCPS at the CONTRACTOR's cost until such time as the unsafe bus has been certified as safe to resume service by the inspection authority which determined the bus to be unsafe.
- 7.6 The CONTRACTOR shall **promptly file reports, logs, and records** regarding time, mileage, and student count, etc., in an accurate manner as required by CCPS as set forth below:
- 7.6.1 Time-Mileage Report - the first report is due no later than the 4th Friday of September. The CONTRACTOR will only be paid 6.0 hours and 70 miles per bus until the required September report is received. Each Time-Mileage Report will include a certification by the CONTRACTOR that time and miles are based upon the route assigned and the most advantageous parking location for CCPS. Subsequent reports are due in fifteen (15) business days from the effective date of an authorized change. In the event the original time and mileage report is not received by the due date (4th Friday of September), or if a new Time-Mileage is not received within fifteen (15) business days from the assigned effective date, a penalty will be applied. The penalty will begin on the 16th day. The CONTRACTOR will be levied a five dollar a day penalty for every business day beyond the due date provided. All reports must be signed by the driver and certified CONTRACTOR for correctness. Adjustments to time will not be made unless the change (+ or -) is greater than five minutes. Adjustments to mileage will not be made unless the change (+ or -) is greater than one mile.
- 7.6.2 Attendant's Time Report - this report is due at the same time as the Time-Mileage Report in Article 7.6.1 when an attendant is required by this Agreement. All reports must be signed by the attendant and certified by the CONTRACTOR for correctness.
- 7.6.3 School Bus Seating Charts - The assigned bus driver is responsible for successfully completing three copies of the School Bus Seating Chart for each run. One copy must be kept on the bus at all times, one copy is due to the school by the fourth 4th Friday in September and one copy is due to CCPS with the time and mileage by the 4th Friday of September as stated in 7.6.1 No time and mileage will be approved without a successfully completed seating chart for each run.
- 7.6.4 Driver Physical Examination form – the physical exam for all drivers must be completed prior to the expiration date (one year) of their current physical. A copy of the successfully completed physical examination form and DOT card must be submitted to the Transportation Department following the exam.
- 7.6.5 Maryland MVA Inspection Certification form (Type A)- Completed Type A forms must be turned in to the Transportation Department for auditing purposes.
- 7.6.6 The CONTRACTOR shall submit the names of all bus drivers/attendants, including substitutes, and the route and vehicle number to which they have been assigned two (2) weeks prior to the start of school. In the event of a driver/attendant change during the school year, it is the responsibility of the CONTRACTOR to notify CCPS in writing within five (5) business days. It is the responsibility of the CONTRACTOR to keep a daily accurate list of substitute drivers in the event CCPS needs to know the individual driving the bus on a particular school day.
- 7.6.7 Any violation or falsification of the above reporting requirements by a driver shall be cause, at the sole discretion of CCPS, for termination of the driver's certification. CCPS shall provide the driver and the CONTRACTOR with written notice of the alleged violation and the factual basis for the violation. Any violation or falsification of the above reporting requirements by the CONTRACTOR shall be cause, at the sole discretion of CCPS, for withholding of all payments due as liquidated damages, and for immediate termination of this Agreement. Prior to termination of the Agreement

in accordance with this Section, CCPS shall provide the CONTRACTOR with written notice of the alleged violation, the factual basis for the violation, and an opportunity to be heard.

7.6.8 In the event a substitute driver must be used long-term in place of a regular route driver, the CONTRACTOR must contact the Director of Transportation in writing to determine the qualifying step for years of service as the regular route driver assigned to the bus.

7.7 The CONTRACTOR, in accordance with COMAR 13A 06.07, shall employ only **certified drivers and attendants** in the operation of the school bus while transporting students under this contract.

7.7.1 Any driver of a school bus must be qualified pursuant to the State Law and the regulations of the State Motor Vehicle Administration, as well as CCPS regulations, and such drivers shall be allowed to drive a bus for CCPS only so long as he or she is qualified as aforesaid, and certified by CCPS for fitness and competence.

7.7.1.1 The CONTRACTOR shall assist in the training of their driver applicant as requested by CCPS. The CONTRACTOR will also escort their driver applicant on the CONTRACTOR'S bus to the MVA for their school bus driving test.

7.7.1.2. CCPS, at any time and at its sole discretion, may revoke or suspend the eligibility of any driver or attendant to drive or attend for failure to comply with this requirement or the rules and regulations of CCPS, COMAR, Board of Education policies or state or federal laws or regulations or for any act of moral turpitude. CCPS will provide advanced or subsequent written notification to the driver or attendant and the CONTRACTOR of the suspension or revocation which shall include the basis for the action.

7.7.2 The CONTRACTOR, drivers and attendants shall attend all training meetings at the request of CCPS as required.

7.7.3 The CONTRACTOR shall be responsible for compliance by the driver and attendant of all policies, rules, and regulations for the transportation of school children as published by the Maryland Motor Vehicle Administration, the Maryland State Department of Education, and CCPS.

7.7.3.1 The parties acknowledge that school bus drivers and attendants serve as role models for CCPS students and are expected to engage in exemplary behavior at all times. Failure to do so may result in the revocation or suspension of the eligibility of any driver or attendant to drive or attend for CCPS.

7.7.3.2 School bus drivers and attendants may have their eligibility to drive or attend for CCPS suspended or revoked for any of the following reasons: improper language, unsafe driving, immorality, misconduct in office, insubordination, incompetence, or willful neglect of duty.

7.7.3.3 Failure on the part of the CONTRACTOR to enforce compliance by its employees with the above shall be grounds for CCPS to withhold all payments, and/or terminate this Agreement. The severity of such action will be based on the seriousness and frequency of the noncompliance. Prior to any proposed termination based on this Section, the CONTRACTOR will be provided with written notice setting forth the allegation and factual basis for the allegation and an opportunity to be heard.

7.7.3.4 All regular school bus drivers must be evaluated while operating on a regularly assigned school bus route at least once every twenty-four months by a School Bus Driver Instructor or Transportation supervisor. All substitute school bus drivers must be evaluated while

operating a school bus as determined by CCPS at least once every twenty-four months by a School Bus Driver Instructor or Transportation supervisor.

- 7.7.4 The CONTRACTOR is held responsible for ensuring that their driver observes the highest possible standards of safe driving at all times and strictly complies with the rules of the road, all provisions of the Federal and Maryland Motor Vehicle Laws, and CCPS policies, regulations, and rules.
- 7.7.5 The use and/or possession of alcohol, intoxicants, and controlled dangerous substances at any time by any person driving or attending a school bus is strictly prohibited. Any violations shall be cause for permanent revocation of the individual's eligibility to drive or attend for CCPS.
- 7.7.6 The contractor will cooperate with CCPS and the designated Medical Review Officer (MRO) in testing contract drivers for compliance in accordance with the CCPS Drug and Alcohol Testing Policy and COMAR 13A.06.07. It is the responsibility of the CONTRACTOR to ensure that all currently certified drivers are enrolled in the program. Failure to do so could affect the eligibility of the driver to drive for CCPS.
- 7.7.7 The contractor will cooperate with CCPS and the designated MRO in testing attendants for compliance in accordance with the CCPS Drug and Alcohol Testing Policy.
- 7.8 The CONTRACTOR shall purchase and maintain Worker's Compensation insurance covering all such employees and Commercial General Liability insurance. These insurance policies shall be endorsed to provide that each policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) business days prior written notice has been given to CCPS.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance

- 7.8.1 Approval of insurance required of the CONTRACTOR will be granted only after submission to CCPS of original certificates of insurance signed by authorized representatives of the insurers or, at the request of CCPS, certified copies of the required insurance policies. The certification shall be presented to CCPS ten (10) business days prior to the first day of school and ten (10) business days prior to the annual policy renewal date.
- 7.8.2 Failure on the part of the CONTRACTOR to submit the required certificate(s) of insurance shall be cause for CCPS to suspend the contractor and to withhold all payments due the CONTRACTOR until such certificate(s) is satisfactorily submitted.
- 7.9 The contractor shall maintain the minimum step and wage scale in accordance with Schedule "C".
 - 7.9.1 Step I shall be paid to driver and attendant from their date of hire as a regular route driver or attendant until they begin their fifth year of experience.

Step II will be paid from the beginning of their fifth year of experience until the beginning of their tenth year of experience.

Step III shall be paid to those who begin their tenth year or until the beginning of their fifteenth year of experience.

Step IV shall be paid to those who begin their fifteenth year or until the beginning of their twentieth year of experience.

Step V shall be paid to those who begin their twentieth year or until the beginning of their twenty-fifth year of experience.

Step VI shall be paid to those who begin their twenty-fifth year or greater year of experience.

- 7.9.2 Experience shall be credited for all complete years of service as a driver/attendant operating under a contract with CCPS.
- 7.10 The CONTRACTOR shall establish and maintain a **leave program**, which grants days of leave for each eligible route driver and attendant position required by this contract. The number of days of leave required is outlined in Schedule "C".
- 7.10.1 The CONTRACTOR must submit the established leave provisions for approval by CCPS prior to September 30th. No change may be made to the CONTRACTOR'S leave program once it is approved by CCPS unless CCPS consents in writing to such change.
- 7.10.2 For each driver and attendant position required by this Agreement, CCPS will pay the CONTRACTOR in accordance with Article 4.3.1.
- 7.10.3 The CONTRACTOR must submit to CCPS prior to the June payment date a statement specifying the leave days taken by each employee and all payments made to employees in lieu of unused leave through June 30. Failure to submit the required statement will be cause for CCPS to withhold final payment to the CONTRACTOR until such submittal is made.
- 7.11 The CONTRACTOR shall prior to August 1, establish and maintain a **retirement plan** approved by CCPS for all eligible route drivers and attendants employed by the CONTRACTOR. The CONTRACTOR, CCPS, the driver, and attendant shall contribute to the cost required to provide employee benefits under the retirement plan. The amounts contributed by each are illustrated in Schedule "C", and payment will be in accordance with Article 4.3.2.
- 7.12 The CONTRACTOR may establish and maintain an **insurance plan** for all eligible route drivers and attendants required by this Agreement and employed by the CONTRACTOR. The insurance plan will follow all state and federal requirements or guidelines and will comply with the provisions as stated in Schedule "C".
- 7.12.1 If such employees elect in writing to participate in either a life insurance plan or a health & life insurance plan, CCPS will pay an amount to the CONTRACTOR in accordance with Article 4.3.3 as outlined in Schedule "C".
- 7.12.1.1 The CONTRACTOR shall submit to CCPS when applicable during the school year the required benefits form indicating all new drivers and/or attendants and drivers and/or attendants no longer participating in an insurance plan.
- 7.12.1.2 The CONTRACTOR, CCPS, and the CONTRACTOR'S employees shall contribute to the cost required to provide employee benefits under the plan. The amounts contributed by each are outlined in Article 8.2.
- 7.12.2 Failure on the part of the CONTRACTOR to submit the required insurance documentation when a change occurs shall cause CCPS to withhold reimbursement due the CONTRACTOR until such documentation is satisfactorily submitted.
- 7.13 All employee **benefit administration costs** for the retirement and insurance plans shall be paid in full by the CONTRACTOR.
- 7.14 To the fullest extent permitted by law, the CONTRACTOR shall be solely responsible for any loss or damage to buses or other property of the CONTRACTOR or any of its invitees, executive officers, partners,

employees, subcontractors, agents, and authorized volunteers regardless of whether such buses or property are on, at or adjacent to the premises of CCPS or in transit.

- 7.15 All CONTRACTORS must maintain a working email account and a working facsimile machine, preferably on a separate phone line, and a printer, in order to provide transportation services for CCPS.

8. CONTRACTOR EMPLOYEE BENEFITS

- 8.1 **To be eligible** to receive payment from CCPS for benefits required by Article 7, the CONTRACTOR must verify that his/her employees are employed full-time with a minimum of 6.0 hours per day/27.5 hours per week as the regular route driver or attendant for this contract.

- 8.2 The **cost of providing the benefits shall be shared** among CCPS, the CONTRACTOR, and the CONTRACTOR'S employees (if they elect to participate in the plans), up to the maximum limits outlined in Schedule "C", as follows:

8.2.1 For employee leave 100% of the cost will be paid by CCPS for driver and attendant.

8.2.2 For the retirement plan each employee will pay 7% of the cost, the CONTRACTOR will pay 7% of the cost for one employee, and CCPS will pay 86% of the cost for the first employee and 87.5% for the second employee if both elect to participate in the plan. If both employees (driver and attendant) both participate in the retirement plan, the CONTRACTOR contributes nothing toward cost of the second employee.

8.2.3 For the life (only) insurance plan each employee will pay 14.3% of the cost, the CONTRACTOR will pay 14.3% of the cost for one employee, and CCPS will pay 71.4% of the cost for the first employee and 85.7% for the second employee if both elect to participate in the plan. If both employees (driver and attendant) both participate in the life (only) insurance plan, the CONTRACTOR contributes nothing toward cost of the second employee.

8.2.4 For the health & life insurance plan the driver will pay 20% of the cost, the CONTRACTOR will pay 20% of the cost for one employee, and CCPS will pay 60% of the cost for one employee, and 80% of the cost for the second employee if both elect to participate. If both employees (driver and attendant) both participate in the health and life insurance plan, the CONTRACTOR contributes nothing toward cost of the second employee.

8.2.4.1 The above percentages shall be of the Base Premium cost as outlined in Schedule "C" or the actual premium cost, whichever is the lesser amount.

8.2.4.2 If the actual premium exceeds the Base Premium cost as outlined in Schedule "C", the employee shall pay the remaining premium cost over and above the base premium up to the maximum cost specified in Article 8.4. If the second employee also selects the health & life plan, CCPS and the second employee shall pay the remaining premium over and above the base premium.

- 8.3 Each CONTRACTOR will review and edit a list provided by CCPS of all route drivers and attendants eligible for benefits. The list will be derived from the previous school year's benefit payments and shall include the following information on each:

8.3.1 All benefits selected by the driver and attendant.

8.3.2 The amount paid by each driver and attendant per benefit.

8.3.3 Each contractor will be required to submit a copy of their premium rates during the month of their renewal. If the cost of a policy changes or an employee is added or deleted, a new form must be submitted by the 15th of the affected month detailing new costs.

8.3.4 Substitute Driver Benefits: To be eligible to receive health insurance and retirement benefits contractors with fourteen (14) or more route buses on their lot will be permitted to have one designated full-time substitute driver, or a maximum of two full-time substitute drivers if they have at least thirty (30) route buses on their lot. CCPS will reimburse the contractor 60% for health/life insurance and 75% for retirement.

Eligible Contractors are required to submit in writing the names of the designated substitute driver(s) to the Director of Transportation prior to the beginning of the school year. CCPS during each contract year will require a Contractor to submit a payroll/paycheck stub showing that the eligible substitute driver is currently working at least 6.0 hours per day/27.5 hours per week.

8.4 The combined CONTRACTOR **maximum cost** for all driver and attendant benefits, as determined above, shall not exceed the maximum amount outlined in Schedule "C" per bus contract. If actual premiums exceed Base Premiums, the entire excess cost shall be paid by the employees.

9. TIME

9.1 Time is of the essence for all time limits stated in the contract documents.

9.2 The CONTRACTOR shall perform all services to pick up and deliver all students on the days and times specified and shall make all submittals required by the contract within the times specified in the contract documents.

10. INSURANCE

10.1 CCPS shall purchase and maintain business auto liability insurance or group self-insurance coverage for this vehicle with minimum total limits of \$1,000,000 combined single limit for bodily injury and property damage per accident exclusive of defense costs. As of February 1, 2002, the coverage for each vehicle shall have a minimum total limit of \$ 2,000,000 combined single limit for bodily injury and property damage per accident. Such insurance or group self-insurance shall include CONTRACTOR or its employees and agents as insured or covered parties but only with respect to liability arising out the operation of the CONTRACTOR'S owned or leased school buses during the performance of CONTRACTOR'S obligations under this Agreement.

10.1.1 This insurance or group self-insurance as obtained by CCPS shall apply to regularly contracted school buses and approved spare buses while any such bus is on official CCPS business or transporting students to and from school, when transporting students on school sponsored trips, or when operating the bus to and from the regular storage or garage location. All locations will be verified. This coverage also applies when the bus is:

10.1.1.1 Operated for maintenance or testing purposes.

10.1.1.2 Stored or parked at the regular storage or garage location.

10.1.1.3 Transporting CCPS employees when on school-sponsored activities.

10.1.1.4 Used for training of drivers.

10.1.2 Any other use of this school bus will require additional liability insurance coverage and it is the responsibility of the CONTRACTOR to arrange for his own protection. Insurance or group self-insurance provided by CCPS does not include comprehensive or collision coverage in any instance and the CONTRACTOR shall secure and maintain such coverage for physical loss or damage to the

bus or the CONTRACTOR shall self-insure or otherwise assume responsibility for physical loss or damage to the bus. CCPS shall have no obligation to reimburse CONTRACTOR for physical loss or damage to the bus or for any auto physical damage insurance deductibles imposed by an insurer. Further, to the fullest extent permitted by law, the CONTRACTOR specifically waives any right of recovery against CCPS and its elected and appointed officials, agents, employees, and authorized volunteers for any and all claims, liability, loss, damage, costs or expense (including attorneys' fee) arising out of physical loss or damage to the bus. The CONTRACTOR shall advise its auto physical damage insurer of the foregoing.

- 10.1.3 Damage or destruction of this bus while in use for purposes not covered under this Agreement may be cause for termination of this Agreement at the sole discretion of CCPS. A vehicle thus damaged or destroyed may be replaced only with CCPS's approval, which approval shall not be unreasonably withheld or delayed.
- 10.1.4 CCPS shall furnish a certificate of insurance or evidence of group self-insurance, evidencing all policies or coverage required above at execution of this Agreement and prior to each renewal thereafter. CONTRACTOR specifically agrees that CCPS may acquire group self-insurance coverage from the Maryland Association of Boards of Education Group Insurance Pool to satisfy its obligation to arrange such automobile liability coverage for the CONTRACTOR.
- 10.2 **Employee Life Only Plan** - Life Insurance/Accidental Death & Dismemberment Benefits - minimum coverage \$10,000.
- 10.3 The CONTRACTOR, at its own expense, if the contractor utilizes a bus for business other than CCPS business, shall purchase and maintain automobile liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 1,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors; and
- iii. Contractual liability protection for the CONTRACTOR from bodily injury and property damage claims arising out of liability assumed under this Contract.

- 10.3.1 If the CONTRACTOR has any employees, the CONTRACTOR, at its own expense, must purchase and maintain workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage. This employer's liability insurance or its equivalent must include minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

- 10.3.2 All insurance coverage required of the CONTRACTOR must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to CCPS. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company, unless CCPS grants specific approval for an exception. CCPS hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland. The CONTRACTOR shall provide annually upon renewal documentation to CCPS that the required coverages as stated in 10.3 and 10.3.1 insurance coverage has been purchased and maintained.

11. CHANGES TO THE CONTRACT

- 11.1 CCPS reserves the right at any time during the term of the contract to add, change, and/or delete bus stops and routes, at its sole discretion, to meet the needs of the system.
- 11.2 When a change is made by CCPS, the CONTRACTOR shall submit to CCPS, the revised time and mileage sheet in accordance with 7.6.1.
- 11.3 CCPS will adjust the payment amount due to the CONTRACTOR after the revised time and mileage sheets have been approved by the Transportation Department. Payments will be made in accordance with Article 4.
- 11.4 Failure on the part of the CONTRACTOR to submit and verify all required documentation in accordance with 7.6.1 of this Agreement by the established due date shall be cause for CCPS to withhold payments due the CONTRACTOR, on the bus(es) in question, until such documentation is satisfactorily submitted.
- 11.5 Any changes to other terms of this Agreement must be in writing and signed by both CCPS and the CONTRACTOR.

12. PENALTIES

- 12.1 In the event, Time-Mileage reports are not received in accordance with paragraph 7.6.1, a penalty will be applied as follows:
 - 12.1.1 In the event a time and mileage report is not received within fifteen (15) business days from the assigned effective date a penalty will be applied. The penalty will begin on the 16th day. The said bus CONTRACTOR will be levied a five dollar a day (5\$/day) penalty for every business day beyond the due date provided. All reports must be signed by the driver and certified CONTRACTOR for correctness.

13. MISCELLANEOUS PROVISIONS

- 13.1 CONTRACTORS will provide CCPS with a completed Department of the Treasury, Internal Revenue Service Form W-9. (Form attached)
- 13.2 This Agreement shall be governed by the laws of Maryland.
- 13.3 All claims or disputes between CCPS and CONTRACTOR, which are not settled, shall not be subject to review by the State Board of Education with the Circuit Court for Charles County having exclusive jurisdiction.
- 13.4 When the school bus service contract is executed in the name of a corporation or a corporate body:
 - 13.4.1 The written consent of CCPS, which approval shall not be unreasonably withheld or delayed, will be required when:
 - 13.4.1.1 there is any change of the officers in the corporation and/or,
 - 13.4.1.2 there is any transfer or assignment of the corporation's stock or any other change in ownership, beneficial ownership, or control of the corporation.
 - 13.4.2 The Corporation agrees to:
 - 13.4.2.1 submit, prior to June 30 of each year, a listing of the shareholders of the corporation;

13.4.2.2 identify the individual stockholder(s) who will sign as guarantor(s) responsible for performing all the terms and conditions of this contract;

13.5 All days are defined as calendar days unless stated otherwise.

13.6 Appeals

13.6.1 If a **CONTRACTOR** desires an appeal of an action taken by the Director of Transportation, he/she shall notify the Chief of Operations and Supporting Services in writing within ten (10) business days of the action, stating the reason(s) for the review and the action requested of the Assistant Superintendent.

13.6.1.1 Upon receipt of the CONTRACTOR'S request for appeal, the Chief of Operations and Supporting Services shall meet with the CONTRACTOR within ten (10) business days to consider the CONTRACTOR'S appeal.

13.6.1.2 After consideration of the CONTRACTOR'S request for appeal, the Chief of Operations and Supporting Services shall notify the CONTRACTOR in writing of the Assistant Superintendent's decision.

13.6.1.3 The CONTRACTOR may request an appeal of the decision of the Chief of Operations and Supporting Services by filing a written request for review with the Superintendent of Schools within ten (10) business days of receipt of the Assistant Superintendent's decision, stating the reason(s) for the review and the action requested of the Superintendent.

13.6.1.4 Upon receipt of the CONTRACTOR'S written request for appeal, the Superintendent shall render a decision within fifteen (15) business days of receipt of the request.

13.6.1.5 A decision by the Superintendent of Schools shall be final in these matters. Notwithstanding the above, nothing in this Section is intended to limit or prohibit the CONTRACTOR's ability to any remedy or action allowed by law.

13.6.2 If a **CONTRACTOR'S School Bus Driver or Bus Attendant** desires an appeal of certification action taken by the Director of Transportation, he/she shall notify the Chief of Operations and Supporting Services in writing within ten (10) business days of the action, stating the reason(s) for the review and the action requested of the Assistant Superintendent with a copy to the employee's CONTRACTOR.

13.6.2.1 Upon receipt of the written request for appeal, the Chief of Operations and Supporting Services shall meet with the CONTRACTOR and school bus driver or attendant within ten (10) business days to consider the driver's or attendant's appeal.

13.6.2.2 After consideration of the CONTRACTOR'S School Bus Driver's or Attendant's request for appeal, the Chief of Operations and Supporting Services shall notify the driver or attendant in writing of his/her decision with a copy to the employee's CONTRACTOR.

13.6.2.3 The CONTRACTOR'S School Bus Driver or Attendant may request an appeal of the decision of the Chief of Operations and Supporting Services by filing a written request for review with the Superintendent of Schools within ten (10) business days of receipt of the Assistant Superintendent's decision, stating the reason(s) for the review and the action requested of the Superintendent.

13.6.2.4 Upon receipt of the CONTRACTOR'S School Bus Driver's or Attendant's written request for appeal, the Superintendent shall render a decision within fifteen (15) business days of receipt of the request.

13.6.2.5 A decision by the Superintendent of Schools shall be final in these matters.

13.7 CCPS agrees to hold regular group meetings with the CONTRACTORS during the year to discuss issues related to the implementation of this Agreement.

13.8 CCPS will utilize an evaluative tool (*CCPS School Bus Contractor Evaluation Report*) biannually to assess the quality of service provided by all CONTRACTORS. Any CONTRACTOR who is found to be providing unsatisfactory service through the application of this evaluative tool after opportunities to improve shall be cause, at the sole discretion of CCPS, for withholding of all payments due as liquidated damages, and for immediate termination of this Agreement. Prior to termination of the Agreement in accordance with this Section, CCPS shall provide the CONTRACTOR with written notice of the alleged violation, the factual basis for the violation, and an opportunity to be heard. Cross-referenced in Paragraphs 15.1 and 15.3.

13.8.1 The evaluative tool will be completed by Transportation Staff as designated by the Director of Transportation. All CCPS Contractor Evaluations will be reviewed by the Director of Transportation.

13.8.2 The evaluative tool will be scored using a coordinating itemized analytic rubric, which will be available to CCPS staff responsible for evaluations, as well as all CONTRACTORS.

13.8.3 CCPS may issue vehicle repair orders to CONTRACTORS during spot inspections, which must be addressed and repaired within the allotted time. Cross-noted in Paragraph 6.1.

14. NON-ASSIGNABILITY

14.1 This contract is not assignable and the CONTRACTOR has no proprietary rights in the routes.

15. CANCELLATION AND TERMINATION

15.1 The CONTRACTOR has the right to terminate this Agreement, without cause, upon sixty (60) days written notice to CCPS.

15.2 At the sole discretion of CCPS this Contract may be terminated by CCPS upon the occurrence of any of the following events:

15.2.1 The failure of the CONTRACTOR to adhere to the routes and schedules established by CCPS;

15.2.2 The failure of the CONTRACTOR to follow any of the safety and reporting requirements as specified herein;

15.2.3 The failure of the CONTRACTOR to provide bus service as required herein;

15.2.4 A breach by CONTRACTOR of any of its obligations herein which CCPS, at the sole discretion, determines is material; or

15.2.5 A reduction in the need for school bus services brought about by a decline in enrollment, a consolidation in bus routes, or a reduction in funding for transportation services.

- 15.3 In the event that CCPS terminates this Contract for any of the above reasons, the CONTRACTOR shall be given a sixty (60) day notice, in writing, of the reason of the termination. Within ten (10) days of receipt of the written notice of the reason for termination, the CONTRACTOR may request CCPS to reconsider its termination decision. Such a request for reconsideration must be in writing and delivered to CCPS within ten (10) days after receipt of the notice of termination. After receipt of the request for reconsideration, CCPS promptly shall schedule a hearing on the request for reconsideration before the Board or its designee. At such hearing the CONTRACTOR may be represented by counsel and may present any witnesses, which it desires. CCPS shall make its decision on the request for reconsideration as soon as possible. Nothing in this Section shall be construed as limiting or prohibiting the CONTRACTOR from pursuing any other remedy allowed by law.

16. INDEMNIFICATION

- 16.1. To the fullest extent permitted by law, and with respect to claims that are not insured, or which exceed coverage, by the Maryland Association of Boards of Education Group Insurance Pool ("the MABE Pool") or any other insurance, the party to this Agreement whose negligence proximately causes bodily injury or property damage (hereinafter "the negligent party") to a "third party", as defined below, shall defend, indemnify and hold harmless the other party to this Agreement who was not negligent or whose negligence did not proximately cause the damages alleged (hereinafter "the innocent party"), as well as the innocent party's directors, officers, elected or appointed officials, agents, and employees, of and from any and all damages, costs, expenses and liabilities, including attorneys' fees and costs of litigation. The term "third party" shall include an employee of the negligent party. In the event that the ultimate finder of fact determines either that the damages sought were proximately caused or contributed to by the negligence of both parties to this Agreement, or by the negligence of neither party to this Agreement, there shall be no obligation on the part of either party to this Agreement to indemnify the other.
- 16.2 With respect to claims covered by the MABE Pool or covered by another insurer or self-insurer, each party agrees to:
- A. Cooperate with the MABE Pool or other insurer or self-insurer providing coverage in the investigation, settlement, or defense of the Claim or Lawsuit;
 - B. Promptly send to the MABE Pool or other insurer or self-insurer copies of any demands, notices, summonses or legal papers received in connection with the Claim or Lawsuit;
 - C. Notify any other insurer whose coverage is available;
 - D. Cooperate with the MABE Pool or other insurer or self-insurer with respect to coordinating other applicable insurance or self-insurance; and
 - E. Provide to the MABE Pool or other insurer or self-insurer with written authorization to:
 - i. Obtain records and other information related to the Claim or Lawsuit; and
 - ii. Conduct and control the defense of such Claim or Lawsuit.

17. WAIVER OF RIGHTS OF RECOVERY

- 17.1 To the extent a claim or loss is covered by insurance or self-insurance, the CONTRACTOR and its executive officers, partners, employees, subcontractors, agents, and authorized volunteers waive any right of recovery against CCPS and its elected and appointed officials, agents, employees, and authorized volunteers for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by CONTRACTOR and resulting from CONTRACTOR'S negligence under this Contract. This waiver specifically includes personal injury (and any resulting medical costs and lost wages) sustained by the CONTRACTOR or any of its executive officers, partners, employees, subcontractors, agents, and

authorized volunteers during the performance of services as an independent contractor for CCPS. No insurer or self-insurer shall hold any right of subrogation against CCPS or any of its elected or appointed officials, agents, employees or authorized volunteers.

17.2 To the extent a claim or loss is covered by insurance or self-insurance, CCPS, its elected or appointed officials, executive officers, partners, employees, subcontractors, agents, and authorized volunteers waive any right of recovery against CONTRACTOR, and its executive officers, partners, officials, agents, employees, and assigns for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of CCPS's performance under this Contract and resulting from CCPS's negligence under this Contract. No insurer or self-insurer shall hold any right of subrogation against the Contractor or any of its executive officers, directors, agents, employees or assigns.

18. ACKNOWLEDGEMENT OF THE CONTRACTOR'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR THE CONTRACTOR UNDER CCPS WORKERS COMPENSATION COVERAGE

18.1 The CONTRACTOR hereby acknowledges its status as an independent contractor while performing services on behalf of CCPS and that CCPS's workers compensation insurance or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the CONTRACTOR or any of its executive officers, partners, employees, subcontractors, agents, and authorized volunteers during the CONTRACTOR'S performance of services for CCPS.

IN TESTIMONY WHEREOF, The parties hereto have caused these presents to be executed the day and year written below.

By: _____
Chief of Operations and Supporting Services
Charles County Public Schools

Witness

By: _____
Superintendent
Charles County Public Schools

Date Executed

If Individual:

Witness

By: _____
Contractor's Signature

Typed Name

Date Executed

If a Corporation or Partnership:

Witness

Signature

Corporation or Partnership Name
By: _____
Corporate Officer or General Partner

Typed Name

Title

Date Executed