# Calvert County Public Schools 1305 Dares Beach Road Prince Frederick, MD 20678

# Administrative Procedures for Policy # 4201 (Support Services) Regarding Student Transportation Contracted Transportation Services

#### Definitions

- A. <u>Alternate School Vehicle</u> a vehicle that is used to transport pupils from home to school or school to home as well as to and from school related activities that is neither a Type I nor a Type II school vehicle as stated in Transportation Article 11-154, Annotated Code of Maryland
- B. <u>Alternate School Vehicle Driver</u>- a driver who is seeking or has been exclusively certified at the local level to operate an alternative school vehicle
- C. <u>Board</u> –Board of Education of Calvert County
- D. <u>Bus route</u> the route, as determined by the Director of Transportation or designee, that a vehicle approved by the school system will travel to/from school to pick-up and discharge students, and includes all scheduled bus stops along the route
- E. <u>Contract</u> an agreement for the provision of student transportation services
- F. <u>Contractor</u> an individual or entity contracted by the Board to provide student transportation services
- G. County Calvert County, Maryland
- H. <u>Director of Transportation</u>- the individual responsible for student transportation for Calvert County Public Schools (CCPS)
- <u>Driver</u> a certified school vehicle/bus driver, alternate school vehicle driver, or taxi driver
- J. Equipment any and all physical items used to provide transportation services
- K. School any educational facility
- L. <u>School Vehicle/Bus</u> a motorized mode of transportation that meets all federal and state laws/regulations, as well as local Board rules, policies, procedures, requirements related to transporting CCPS students to/from school
- M. School year the period of time students must be transported to/from school
- N. <u>Spare bus</u> a school bus/vehicle that is kept as a temporary replacement for use in times where the primary route bus requires repair or maintenance, unless otherwise specifically authorized by the Director of Transportation
- O. <u>Student</u> an individual legally enrolled in CCPS or who is placed in another school by the Superintendent or designee or an IEP team
- P. Superintendent the Superintendent of Calvert County Public Schools

Q. <u>Transportation Services</u> - transportation provided by the Board to students and authorized passengers

# II. Transportation Contracts

- A. The Superintendent or designee has the right and responsibility to assign and/or terminate transportation contracts based on the best interest of the school system. Such contracts include, but are not limited to, the School Vehicle/Bus Contract, Paid Spare School Vehicle/Bus Contract, Short-term School Vehicle/Bus Contract, Training School Vehicle/Bus Contract, Alternate School Vehicle Contract, and Taxi Service Contract
- B. No Contract between the Board and Contractor shall be considered valid unless properly executed on the Contract documents provided by CCPS
- C. The amount of the Contract shall be determined each year by CCPS based on assigned bus route times and miles as reported by the onboard Global Positioning System, along with the applicable rates from Attachment 1 of the Transportation Contract
- D. Contract amounts shall be adjusted whenever the bus route is extended/reduced or when the price of fuel increases/decreases by \$0.03 per gallon
- E. Payment to Contractors shall be in twenty (20) bi-monthly installments
- F. All Contractors shall operate in accordance with terms of the written Contract, policy and procedures of the Board, all applicable federal, state, and local laws, regulations, standards, and specifications
- G. CCPS will make every effort to minimize the number of school vehicles/buses required to meet student transportation needs
- H. Contract Duration
  - 1. School Vehicle/Bus Contract through the twelfth (12th) year of the service life of the school vehicle/bus
  - 2. Paid Spare School Vehicle/Bus Contract annual Contract which terminates June 30th each year; not to exceed the fifteenth (15th) year of service life of the school bus
  - 3. Short-term School Vehicle/Bus Contract annual Contract which terminates June 30th each year; not to exceed the fifteenth (15th) year of service life of the school bus
  - 4. Training School Vehicle/Bus Contract annual Contract which terminates June 30th each year; not to exceed the fifteenth (15th) year of service life of the school bus
  - 5. Alternate School Vehicle annual contract which terminates on June 30 each year; not to exceed the tenth (10<sup>th</sup>) year of service life of the vehicle

### III. Paid Spare Buses

A. CCPS will award a limited number of Paid Spare School Vehicle/Bus contracts to ensure continuity of transportation services

- B. The Director of Transportation or designee will determine the number and type of Paid Spare School Vehicles/Buses needed
- C. Paid Spare School Vehicles/Buses shall be available during the time school vehicle/buses are providing transportation services to/from school for students
- D. Paid Spare School Vehicles/Buses are to be used to replace a school vehicle/bus under Contract which is out of service for repair or maintenance, unless otherwise specifically authorized by the Director of Transportation or designee
- E. It shall be the responsibility of the Contractor to:
  - 1. Always maintain the Paid Spare School Vehicle/Bus in good working order.
  - 2. Ensure that the Paid Spare Vehicle/Bus will be available to all other Contractors. The Paid Spare School Vehicle/Bus shall be always parked at the primary bus lot and shall be fueled with keys available

# IV. Alternate School Vehicle Specifications

- A. Any Alternate School Vehicles must meet the General Standards in COMAR 13.A.06.07.12 for Alternate School Vehicles and for Alternative School Vehicle Standards, and Alternative School Vehicle Inspections (as amended)
- B. CCPS shall develop and distribute minimum specifications for the purchase of new Alternate School Vehicle, biannually.

## V. School Vehicle/Bus Specifications

- A. All school vehicles/buses shall meet Type I or Type II School Vehicle Standards, Maryland Motor Vehicle Administration, COMAR 13A.06.07.09
- B. CCPS shall develop and distribute specifications for the purchase of new school vehicles/buses biannually

## VI. Commissioning of School Vehicles/Buses

- A. All new school vehicles/buses under contract with CCPS must comply with current CCPS School Vehicle/Bus specifications. Effective on July 1, 2024 buses which have less than X years of service and less than Y miles may be accepted, if they meet the minimum specifications CCPS used during the first year of service in Maryland for the school vehicle.
  - 1. Reasonable exceptions may be made by the Director of Transportation
- B. All school vehicles/buses must have a functioning two-way radio, audio-video surveillance system, Global Positioning System, and Mobile Data Terminal onboard prior to being placed into service
- C. All school vehicles/buses must be checked in and approved, in writing, by the Director of Transportation or designee prior to being placed into service

#### VII. Maintenance

A. The Contractor shall maintain all school vehicles/buses, to ensure compliance with all federal, state, and Board laws, procedures, rules, policies, and contracts

- B. All issues with the two-way radio, audio-video surveillance system, Global Positioning System, and/or Mobile Data Terminal must be reported by the Contractor to the Department of Transportation within 24-hours or as soon as practicable
- C. The contractor shall maintain all school vehicles/buses and Alternative School Vehicles in clean and sanitary condition at all times
- D. The Director of Transportation or designee may deem a school vehicle/bus and Alternative School Vehicle unfit for service and require its replacement by another school vehicle/bus that complies with all the terms herein

## VIII. Inspections

- A. All school vehicles/buses under Contract with CCPS shall be subject to a minimum of three (3) safety inspections per year
- B. Contracted school vehicles/buses with more than 12 years of service may be subject to additional safety inspections
- C. The Director of Transportation or designee shall designate the time and place of the school vehicle/bus safety inspections
- D. In addition to the inspections set forth above, the Director of Transportation or designee may also require other school vehicle/bus safety inspections as needed
- E. Based on the results of the safety inspection, a school vehicle/bus may be deemed unfit for service requiring its replacement by another school vehicle/bus that complies with all the terms herein
- F. Alternative Use Vehicles will be inspected as per COMAR 13.A.06.07.12.F Alternative School Vehicle Inspections; two inspections shall be conducted more than 120 calendar days apart (As amended)

# IX. Decommissioning of School Vehicles/Buses

- A. Contractors must notify the Director of Transportation, in writing, ten (10) business days prior to the intended date of sale or decommissioning of a contracted school vehicle/bus or Alternative Use Vehicle to allow for the removal of the two-way radio, audio-visual surveillance system, Global Positioning System, Mobile Data Terminal, and other equipment that is the property of CCPS
- X. School Vehicle/Bus Drivers, Alternate School Vehicle Drivers, and Taxi Drivers
  - A. All drivers transporting public school students for CCPS must be certified by the CCPS Department of Transportation
  - B. All drivers must meet all applicable federal, state, and local laws, regulations, standards, and policies

### XI. Reporting Vehicular Accidents

A. All vehicular accidents shall be reported to the Department of Transportation at the time of the accident. In all cases involving injury or property damages, the vehicle shall not be moved until authorized by law enforcement and/or the Department of Transportation