

# ***RAISING THE BAR ON SCHOOL BUS SAFETY***

*An Assessment of Trends in Unsafe School Transportation and Solutions for Committed Stakeholders*

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## **EXECUTIVE SUMMARY**

The iconic yellow school bus is the symbol of safe and secure transportation for our nation's schoolchildren. However, as school district budgets are stretched thin, solutions for cost-efficient school transportation are too often resulting in compromised safety for our students, their drivers and the community as a whole. School transportation, like other parts of America's infrastructure, often suffers from a lack of resources, focus, and accountability from officials who are trying to plug too many holes in the educational dike. This report aims to identify trends in school transportation operations that put children's safety at risk, and offer constructive and collaborative solutions for school districts that will promote safe practices and increase overall accountability.

More and more school districts are choosing to contract out their school transportation services. While this does decrease the financial burden associated with pupil transportation, it increases the need for oversight by school districts in order to ensure the contractor is meeting expectations and providing safe and reliable transportation.

The federal government has very clear standards for the manufacture of school buses. But, there are few national requirements when it comes to management and operation of privatized school bus fleets. In addition, there is no standardized and enforceable measurement of "school bus safety" that would enable school districts to analyze and compare the safety records of potential contractors.

The school transportation industry is varied with local, regional, national and even multi-national companies operating throughout the country. The school districts that these contractors serve are also very diverse, as are their needs. Some districts only contract out their special needs transportation, while others use private contractors for regular education home-to-school routes as well.

Ongoing reports from bus drivers and monitors led us to look more closely into the specific components of safe school transportation. In order to gauge the relevant trends and identify patterns throughout the school transportation industry, a study was made of one of the largest school transportation companies in the nation. The operations and fleet manage-

ment of Durham School Services was examined as a barometer of likely safety concerns across the industry. Durham is one of the largest companies in the industry, with nationwide operations, servicing a variety of communities across the country.

Durham is the U.S. and Stock is the Canadian subsidiary of National Express. National Express is a large multinational company based in the United Kingdom, with operations in the U.S., Canada, Spain and the U.K. National Express reported sales of \$3 billion for 2012. Of its \$117.6 million in annual operating profit from continuing operations, about 28 percent comes from the company's North American operations. National Express's North American division operates approximately 17,870 school buses, delivering 1 million students to school every day. Stock Transportation is the second-largest school bus provider in Canada, operating in Alberta, Ontario, New Brunswick and Nova Scotia.

Our close look at Durham School Services, as a representative of the industry, suggests that real problems exist and must be addressed to ensure student safety on school buses. Our investigations revealed serious issues regarding equipment malfunctions, breakdowns, maintenance neglect and the age of the fleet. Drivers and monitors reported being pressured to work when ill. A lack of comprehensive and effective training (including the lack of CPR and first aid certification) and a shortage of drivers and/or spare buses have contributed to a range of safety concerns, including overcrowding.

Our scrutiny suggests that all of these issues become even more pronounced when transporting students with special needs. It is notable that drivers and monitors of students with special needs had little or no information about the children they were transporting and were not provided with training on how to address the unique needs of these children. In addition, it appears that safety provisions included in the transportation contracts that school districts enter into with Durham School Services are often not adhered to and the school districts do not have the means to adequately monitor their school bus contractor. In other cases, it seems that school districts lacked the information and capacity to utilize the bidding process and school transportation contract as a tool to help ensure safety.

### ***Methodology:***

A survey was developed in conjunction with school transportation officials and experienced professional school bus drivers and monitors. A written survey was systematically distributed to workers at Durham School Services locations across the country, in varied geographic areas and districts large and small, urban and rural. During the 2011-12 and 2012-13 school years, over 1,000 drivers and monitors from 28 school bus transportation yards in 17 states completed the safety survey. The results were used to identify trends in school bus safety. In addition, we reviewed transportation contracts between school districts and Durham School Services to determine whether contract provisions involving safety were being followed and enforced.

Drivers and monitors were also given the opportunity to elaborate on the issues they personally experienced. These worker reports are included in the report and give context to concerns that were voiced from workers in all parts of the country. Pictures taken by the workers have been included where available.

A search was done of news clips over the period of time

that the workers were surveyed. News stories that were printed in media outlets across the country are also included in the report where relevant.

The Federal Motor Carrier Safety Administration maintains records on roadside post-accident inspections that are provided by their state partners. This data has been analyzed to determine the violation-to-inspection ratio in each state where records were available.

This report is not intended to be a comprehensive review of school bus safety operations at Durham School Services. Such a report would be beyond our capacity. However, this report is a serious attempt to identify the components of school bus safety and raises real concerns that deserve further scrutiny by school districts and all who care about the safety of school bus operations.

Footnote: This report does not take a position on the pros or cons of contracting out school bus transportation. Rather, the report is focused on school bus safety in the privatized transportation arena and offers information and ideas to school districts that contract out school transportation.

# What is the School Bus Safety Network?

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The School Bus Safety Network (SBSN) is an advocate for school bus safety. The network is made up of parents, teachers, community leaders, safety professionals, bus drivers and monitors, and other organizations and individuals who care about the safe transportation of our most precious resource, our children.

The SBSN Advisory Council represents committed individuals and groups that are stakeholders in the issues of school bus safety. These members are former school transportation officials, academics, community leaders, teachers, parents and elected officials that are all committed to working in their capacity to promote safety for our children on school buses.

## SBSN Advisory Council Members:

**Robin Gillespie**  
*Senior Director for Health and Safety, Transportation Learning Center*

**Reverend CJ Hawking**  
*Executive Director ARISE Chicago*

**Tessa Hill-Aston**  
*President, NAACP-Baltimore Chapter*

**Dot Scott**  
*President, NAACP-Charleston Chapter*

**Sebrina Isom**  
*School Bus Driver & Representative, Teamsters Local 509 (SC)*

**Rhonda Chavers**  
*President, Santa Rosa Professional Educators (FL)*

**Senator Tom Cullerton**  
*State Senator Illinois State Legislature Representative*

**Wendell Gilliard**  
*State Representative, South Carolina General Assembly*

# Operating Unsafe Buses

**T**he key to providing safe, reliable transportation for students is safe and reliable school buses. However, the survey data suggests that many school buses are neither safe nor reliable. Over one-third of the Durham School Services drivers and monitors surveyed reported having to drive or monitor a bus they believed to be unsafe. Many of these drivers reported intense pressure by their supervisors and feared retribution or termination if they refused to operate the buses.

## Survey Results:

A staggering 81% of 1,000 drivers and attendants surveyed reported having equipment malfunctions on their buses during the current school year.

Respondents reported the following equipment malfunctions:

Broken heaters	(37%)
Roof leaks	(35%)
Windshield wipers	(31%)
Two-way radios	(30%)
Headlights	(30%)
Floor leaks	(30%)
Doors unable to close	(28%)
Window leaks	(25%)
Defroster	(24%)
Stop arm	(24%)

## Equipment Malfunctions/Condition of Buses

Accidents happen and vehicles break down, but it is not acceptable for these malfunctions to happen on a regular basis. A commitment to school bus safety requires a commitment by contractors to provide school buses that are in safe, working condition all of the time. Based on the information below, there is much work to be done by school bus contractors, and the school district officials that oversee their operations in order to guarantee safe school buses and equipment.

## Worker Reports:

*"The back of my bus caught on fire due to a fuel leak."* Charleston, SC

*"I felt my bus was not safe to drive and was sent home because I refused to drive it."* Memphis, TN

*"My windshield wipers don't touch the windshield."* Iowa City, IA

*"The stop arm on my bus has to be pulled out manually."* Algonquin, IL

*"I was sent to drive a bus that rattled so bad that the buzzer went off for the rear emergency exit."* Tacoma, WA

*"Parents have complained to me because my bus is so loud and sounds like a refrigerator."* New Orleans, LA

*"We have an activity bus which requires a bungee cord to keep the door closed or it will fly open as you drive down the highway."* Beaufort, SC

## From the Frontlines:

### Latasha Washington, Driver, Charleston, South Carolina [April, 2013]

*I have several serious repair and maintenance issues on my bus. The most serious of these is that for several weeks I was forced to drive my bus without any headlights. I start my route at 4:00 a.m. and on one morning my headlights went out. When I called into dispatch to let them know and get direction on what to do, I was told to continue but be careful. I drive country roads and it's very dark at this time of the morning with very little light. I expected the problem to be repaired or be given a different bus, but I had to drive this bus for several weeks – with children on the bus!*



### ***In the News:***

#### **Durham bus drivers fired up about bus safety**

*NORTH CHARLESTON (WCSC) – April 17, 2013*

*Moments of anger and frustration Tuesday night as bus drivers described their day-to-day working conditions.*

*"I go home and cry because there are days I don't know if I'm going to make it," says Claudia Herring, a Durham bus driver.*

*"We have buses on Azalea lot that have mold on the ceilings, mold on the seats, windshield wipers that don't work," explains another driver. "You're calling over the dispatch, you know what they say, drive the bus, write it up when you return."...*

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## **Bus Breakdowns**

Accidents happen and vehicles break down, but it is not acceptable for these malfunctions to happen on a regular basis. A commitment to school bus safety requires a commitment by contractors to provide school buses that are in

safe, working condition all of the time. Based on the information below, there is much work to be done by school bus contractors, and the school district officials that oversee their operations in order to guarantee safe school buses and equipment.

***Over 50%*** of the respondents reported having their bus breakdown with students on board.

### ***From the Frontlines:***

#### **Stacy Daly, Special Education Driver, Garden Grove Unified School District (Garden Grove, CA) [March, 2013]**

*I drive a special needs bus for children who have some of the most severe needs. A lot of the children are autistic, have cerebral palsy and require ventilators. The original bus (#1594) I drove since the beginning of the school year. At the end of February, the lever on the driver seat broke as I was driving. As I stopped, I slid forward and my knees hit the dash. The new/replacement bus (#1694) I've been driving since does not have functioning air condition and never has since I've driven it.*

*Additionally, as I've driven this bus, it abruptly stops and shuts down while I'm driving. Just last week, the bus shut down at least seven times while I was driving on one route! Two days ago, it was placed in maintenance for repair, but before that I had to drive it for about a week. The bus I drove yesterday, as I waited for the other bus to be repaired. As I was on the route, the fuel pump went out.*

*The kids who have the greatest needs are being put at severe risk on a daily basis. A broken down bus poses a great danger to these children's lives. It can potentially be a matter of life and death for the children, the public and me.*

### ***Worker Reports:***

*"It's a very bad situation when my bus breaks down. The long wait time has caused a special needs child to completely break down and lose control." Summerville, SC*

*"The oil level was low and they had me drive it anyway. The motor went out while I was on a route. I waited an hour for another bus to come take the kids." Milton, FL*

*"The drive shaft on my bus fell off and the bus caught on fire." Mt. Pleasant, SC*

*"The brake pedal screw fell out while I was driving it and pieces were coming out all over." Santa Ana, CA*

*"The rear brakes were smoking so badly I had to pull the bus over." Tacoma, WA*

## ***In the News:***

### **School Bus Drivers, State Records Point to Bus Problems in East Bay**

*NBC Bay Area – KNTV, May 16, 2012*

*(<http://www.nbcbayarea.com/investigations/School-Bus-Drivers-State-Records-Point-to-Bus-Problems-in-East-Bay-150702385.html>)*

*The transportation manager for a major consortium of East Bay school districts has pledged to dig through dozens of maintenance and inspection records following an NBC Bay Area investigation that raised his concerns about the maintenance of Durham school buses.*

*George Anich is the president of the South County Transportation Group (SCTG), a consortium of ten East Bay school districts that contracts with Durham School Services.*

*They are responsible for safely transporting kids to and from school, however bus drivers are speaking out, concerned that their buses are breaking down.*

*"Screws are falling out and they are dropping on the kids' heads," Loraine Ramirez told chief investigator Tony Kovalski. She is speaking out after six years behind the wheel of a Durham school bus.*

*"My bus leaks massive, and the brakes are going out right now and every time I take it in for maintenance they tell me we don't have parts," said Ramirez.*

*"They know they have issues with the buses," another veteran Durham bus driver told Kovalski. He also sees the problems; however, he asked us not to disclose his identity out of concern for his job.*

*Both drivers say they have witnessed breakdowns on numerous occasions...*

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## **Preventative and Corrective Maintenance**

Much like personal automobiles, preventative maintenance is integral to the safe and efficient operation of school buses. Given the high number of miles school buses travel and the fact they are carrying our children, there should be an expectation to observe the highest standards when it comes to maintenance. School buses must be inspected on

a regularly-scheduled basis and parts must be replaced before failure occurs. A lack of commitment to preventative maintenance is what leads to equipment malfunctions and bus breakdowns. Evidence suggests that Durham School Services is not doing sufficient preventative maintenance on its school buses and has an extended wait time on corrective maintenance.

## ***Worker Reports:***

*"The check engine light comes on daily, but I was instructed to proceed and just monitor my gauges." North Charleston, SC*

*"The check engine light was on continuously. They said to drive the bus until something obvious breaks down." Navarre, FL*

*"My stop sign wouldn't always come out and parents would complain. I was told that they were waiting for the part." Davenport, IA*

### Worker Stories continued:

*"All the buses at the time were leaking from the roofs and windows. The company said they couldn't do anything about it."* Santa Ana, CA

*"My bus has had a fuel leak for four years."* Baltimore, MD

*"I had to drive with a fuse in my pocket because the accelerator fuse kept blowing out."* Spring Grove, PA

*"My heat did not work for a week, in the middle of winter."* Algonquin, IL

*"My bus only goes 10 miles/hour and they told me just to not get on the interstate."* New Orleans, LA

*"The back door alarm sometimes failed to go off but they pushed me to pass it on pre-trip inspection because it worked quietly."* Heyward, CA

### School Transportation Contract Provisions:

*Santa Rosa County School District (Milton, FL)*

In Santa Rosa County, FL, many of the buses are beset with serious maintenance issues. Most of these issues should be found and repaired in monthly maintenance checks but buses go months without repair.

Item 16, Paragraph 6 of the transportation contract states that "Regular preventive maintenance shall be practiced on all buses and District white fleet. In addition, buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made within thirty (30) days from the date such damage occurs."

### Age of Fleet

As vehicles age, the normal wear and tear and increased mileage contributes to a greater chance of breakdowns and equipment malfunctions. That is why many school districts and some states set vehicle age limits. By keeping the age

of the fleet low, contractors can prevent many undue malfunctions and bus breakdowns, thus keeping our children safe. This is a significant issue that school districts are facing as they renew contracts and buses aren't being replaced.

### Survey Results:

Average Age of Regular Bus	7 years
Average Age of Oldest Bus Driven	18 years

### Worker Reports:

*"The bus I drive daily is over 20 years old."* New Orleans, LA

*"Our spare buses are unsafe – over 100,000 miles on them. They do not put new tires on the spare buses, only used tires."* Spring Grove, PA

*"The spare bus I had to use was very old. It had rust, dirt and old wheelchair tie-down straps that were unable to secure properly."* Worcester, MA

### From the Frontlines:

#### Henrietta Singleton, Driver, Charleston, SC

*Bus #503.7195 is a 24-year old clunker. When starting the bus, there are so many fumes coming out of the exhaust pipe. I have had drivers and bicyclists tell me to get my bus checked out because of the enormous fumes. The shield is inside the bus.*

*I have told my manager and she just shook her head to agree with what I said. That was the end of the conversation. I wrote the bus up on the inspection report, but no changes. I believe it is dangerous.*



### ***School Transportation Contract Provisions:***

*Iowa City Community School District, Iowa City, IA*

Drivers and attendants reported operating school buses that were more than 10 years old. The transportation contract [0648.0.19003.2007]

with the Iowa City Community School District clearly states “The maximum age of the fleet shall not exceed a retention cycle of 10 years for route and spare buses and the average age of the fleet shall not exceed 7 years.”

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## **Not Enough Buses – Low Inventory**

The size of a school bus fleet is vital to any company being able to provide safe and reliable service. School buses assigned to regular routes are required to go in and out of service for a variety of reasons. Spare buses that are in

good, working condition are essential to making sure that unsafe buses are not out on the road, transporting children. Drivers and attendants from Durham yards across the country report that there is a shortage of spare buses. The spare buses that are present are often buses no driver feel comfortable using because of the safety risks they pose.

### ***Worker Reports:***

*“My bus’ big side window was completely broken out. I was told to drive it because there weren’t any other buses available.” Charleston, SC*

*“I had to transport special needs students on a regular bus because no special needs bus was available.” New Orleans, LA*

*“The only bus available when my bus was in the shop didn’t have working dash. I couldn’t read the dials.” Worcester, MA*

### ***From the Frontlines:***

#### **Thomas Kasperek, Driver, Santa Rosa County Schools (Navarre, FL)**

*When bus 742 broke down, I was given a “spare” bus. The “spare” bus had 198,000 miles on it. The bus did not have a two-way radio, a GPS system, ZONAR, or the child check system. There was no way for me to communicate with the dispatcher in the event of an emergency and safety precautionary equipment was not installed on the bus. I have always been told that a strobe light was a safety requirement and I could not drive without it in proper working condition. However, I had to drive my bus for two weeks with a broken strobe light. I was told that it could not be fixed because they did not have any in stock to replace it.*

### ***School Transportation Contract Provisions:***

*Hickman-Mills School District, Grandview, MO*

There are no extra buses that are in working order. When all the buses have gone out on regular routes, there are not working buses left on the lot.

Paragraph 20 of the transportation contract states “The CONTRACTOR shall furnish a sufficient number of route buses to enable them to properly perform the contract. In addition, the CONTRACTOR shall provide 15% stand-by buses in sufficient quantity to assure they can provide uninterrupted service in the event of mechanical break-downs.”

# Not Preparing or Supporting Drivers and Attendants

**D**rivers and monitors are a critical component to a safe transportation system, but our findings suggest that workers are not provided with the training, preparation, resources and support they need to do their jobs well.

## Pressure for Workers to Work When Ill

School bus drivers and monitors come into direct contact with dozens of students each school day, some with compromised immune systems. The health of drivers and atten-

dants is directly linked to the health of the students, and to the quality of service. This presents a danger to both public safety and public health, especially in the case of special needs children who may have compromised immune systems. Often due to understaffing, Durham School Services pressure their drivers and attendants to work even when they are ill. Durham does not provide paid sick leave, so many workers feel forced to work when ill due to financial concerns. Reports from drivers and attendants show that this is a widespread problem across Durham yards.

### Worker Reports:

*"When you're sick and have called in because you know you shouldn't be driving, Durham will try to convince you to come in. They even tell you to take some medicine and go take a nap in your bus." Beaufort, SC*

*"Durham practically begs us to come into work sick because they can't cover our routes. They make us feel like we're letting them down just because we are sick and shouldn't drive." Santa Rosa, FL*

### From the Frontlines:

**Christina Thigpin, Driver, Santa Rosa County Schools (Navarre, FL)**  
**[February 2013]**

*"My major concern as a driver is the safety of the children I transport. If I am not at 100% then I may make a mistake and put my kids in danger. When we are sick and know that we shouldn't work and try to call in, we don't get the expected response. Durham practically begs us to come into work sick because they can't cover our routes. They make us feel like we're letting them down just because we are sick and shouldn't drive. I wished that Durham did take safety serious and realized that if we are sick we shouldn't be on the road responsible for the safety of kids."*

### Survey Results

Worked when ill	68%
Financial Concerns	66%
Fear of Retribution	33%

## No CPR/First Aid Certification

School bus drivers and attendants are front-line service providers for children in every community. Much like the

teachers that serve the children during the school day, the driver and attendant on the school bus are better able to keep children safe and secure if they are provided with proper CPR and First Aid training and certification.

### Survey Results

First Aid Training	21%
CPR Certified	14%
Training is current	17%

### Worker Reports:

*"I have my first aid and CPR certification, but not through Durham." Davenport, IA*

## **Worker Reports continued:**

*"I'm the only one with CPR training and I went through CPR with the local college." Livermore, CA*

*"I received training from my previous bus company but I am no longer certified." Worcester, MA*

## **School Transportation Contract Provisions:**

*Dorchester School District 2 (Summerville, SC)*

In Summerville, SC, drivers and attendants must seek outside training if they want First Aid and CPR certification. Prior to Durham winning the contract, drivers and attendants were all provided with CPR and First Aid training.

The transportation contract Request for Proposals clearly states on page 30 (Bus Driver Qualifications) that "Every minute the buses are in operation, the welfare of every child, as well as the bus itself, depends upon the skill, attitude, and decisions of the driver... Therefore, the drivers shall: Have sufficient knowledge of first aid, and at a minimum an elementary understanding of mechanics to allow them to report defects in their vehicles."

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## **Lack of Comprehensive and Effective Training**

All drivers must complete basic training in order to get their Commercial Driver's License (CDL) with a passenger endorsement. That is the bare minimum. Drivers and atten-

dants can better care for children when they are provided with additional training on operations, working with children, safety procedures in order to ensure safety of the children and the driver. Even when companies have safety training programs in place, evidence suggests that training is sporadic, superficial and lacks accountability.

## **Worker Reports:**

*"We need more and better training on how to use the specialized equipment for our kids with special needs." Milton, FL*

*"When there is a new bus, we need more time with a trainer to train on reversing and key point on the bus." Santa Ana, CA*

*"When new buses come on the yard, we aren't trained on them." Tacoma, WA*

*"We need updates on new laws and new procedures as they come out." Algonquin, IL*

*"Durham doesn't give us instruction on what we should do if a child is choking, has a seizure or any other multitude of emergencies. The only training we receive is a once-a-year session on the procedures for emergency evacuation." Beaufort, SC*

## **From the Frontlines:**

### **Martin Fox, Special Needs Driver, Baltimore City Public Schools (Baltimore, MD)**

*When I first went to Durham, I was a retiree with no experience driving commercial vehicles like school buses. I went through the Durham background check and some basic training. I took my CDL test at the motor vehicle department and took my paperwork down to Durham. That was about 1:30 p.m. and by 3:30 p.m. they had me driving a wheelchair-accessible bus with students on it. I had four wheelchairs and five walk-on students on that bus and was given no training on how to use any of the equipment that these kids needed, like the wheelchair lift and harnesses.*

*Durham was so short on drivers and more concerned with quickly getting me out on the road, that they were willing to sacrifice important safety training. They definitely put those kids at risk.*

### ***In the News:***

#### **SECRETS REVEALED: Durham Bus Driver Speaks Out**

*WHOTV (Des Moines, IA), Sept 27, 2013*

*(<http://whotv.com/2013/09/27/secrets-revealed-durham-bus-driver-speaks-out/>)*

*A former Durham School Service school bus driver says she didn't work in the Waukee School District for long, and it didn't take long for her to sum her opinion of Durham.*

*She says the company is completely disorganized.*

*Due to fear of retaliation, the former bus driver wishes to conceal her identity. She says Durham invested little time in its drivers and sent them to pick up students without proper training.*

*"They threw me on the route with no dry run or nothing. They gave me a route sheet my route is supposed to start at 9:44 and gave me a route sheet at 9:39 and says you better hurry."*

*The former driver says the company crossed the line when she claims employers encouraged her and other drivers to break traffic laws...*

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## **Understaffing of Drivers and Attendants**

Often overlooked, the number of drivers and monitors is directly linked to safety on the school buses. Not having enough drivers and attendants creates a dangerous domino

effect. Workers that are ill are pressured to work. Students are overcrowded on buses when routes are doubled-up. When a bus contractor doesn't have enough workers, they shift drivers and attendants between different routes and students do not have regular drivers.

### ***Worker Reports:***

*"I had no monitor to go out on my route with me because we were so short-staffed." Northville, MI*

*"We are so short-staffed that we don't really have regular routes. There are always substitute drivers." Spring Grove, PA*

*"When we are short-staffed, some drivers have to go out alone without monitors." Worcester, MA*

*"Aides are pulled to cover routes as needed, regardless of what route they are assigned to." Baltimore, MD*

### ***From the Frontlines:***

#### **Diane Bence, Driver, Santa Rosa County Schools (Navarre, FL)**

*Since school started in August 2012, one or more of our office staff has had to be out of the office and drive regular routes. Routes are constantly being doubled up—last time was just two days ago—because we do not have enough drivers or bench drivers to cover these routes.*

*This causes us to be late to all of our schools, not to mention we are overloading our buses. Our new site manager doesn't drive and comes in well after the routes are started, leaving phones and dispatch unattended.*

### ***School Transportation Contract Provisions:***

*South County Transportation Group, Bay Area, CA*

It is common for drivers that transport students in the South County Transportation Group in California to be switched to new and different routes. It is also common for routes to be broken up and students to be put on different buses. Some routes have no regular

driver at all.

Paragraph 17 of the transportation contract states that "Contractor agrees to assign drivers to routes on a permanent basis for the school year. The only times that other drivers will be assigned to the regular route is in the event of illness, resignation or dismissal of the regular driver. THE CONTRACTOR UNDERSTANDS THIS ITEM IS OF ESSENCE TO THE AGREEMENT."

# Unreliable Service & Operations

*In addition to providing safe school buses and equipment and supporting quality, professional bus drivers and attendants, companies like Durham School Services must have and adhere to operational practices and procedures that ensure safety for students, workers and the community. Often the application of these practices and procedures involve split-second decisions that determine whether a bus is driven beyond capacity, taken out of service or a route is doubled-up. School bus contractors must always err on the side of children's safety, even if it comes at a greater financial cost.*

Over **ONE IN FIVE** drivers and attendants reported having been required to transport students over the posted capacity.

## Worker Reports:

*"I was given a bus that was too small and the kids that I was picking up were fairly big kids. One of the kids had to turn sideways on the bus." Memphis, TN*

*"They keep asking me to drive when my bus is over capacity." Iowa City, IA*

*"I was told to drive a bus over capacity. I would not run the route." New Orleans, LA*

*"I can legally carry 52 students on the bus but I carry 66-67 on a daily basis. I have complained to Durham, but they haven't done anything to fix the problem." Beaufort, SC*

## School Transportation Contract Provisions:

*Charleston County School District, Charleston, SC*

Drivers reported Durham supervisors pressuring them to transport students over capacity, so that students have had to stand in the aisle.

The RFP documents included in the transportation contract with Charleston County School District are very specific in Section 4.B (Buses, Operating Space and Equipment – Capacity). It states "Buses must not be overloaded regardless of size or rated capacity. Buses used to transport disabled students may not transport

## Bus Overcrowding

Transporting students over the maximum capacity is against the law and also counter to many school transportation contracts. Overcrowding is obviously dangerous, involving students standing on the bus while it is in motion, sitting on the bus floor or crowding in a single seat. But the survey results showed that Durham still pressures workers to do it. Whether it is to save costs on equipment or staffing and due to insufficient bus fleet size or understaffing, it is a dangerous practice that puts the safety of students, workers and community members at risk.

## From the Frontlines:

**Jessica Minnick, Driver, Santa Rosa County Schools (Navarre, FL)**

*About two weeks ago my yard (Navarre) was short drivers and management was scrambling to cover all the routes. While we were all out driving our routes, the office called over the radio and told us to go pick up extra kids. These kids normally would not be on our routes. The buses were overloaded with extra kids well over legal capacity limits. We were told to meet with other drivers and transfer the kids to buses that were actually going to the area/schools the kids needed to be taken to. It was rainy outside, the roads were slick and the situation felt chaotic. The schools that were monitoring Durham's dispatcher and hearing them scrambling to cover the routes started asking over the radio which buses the kids were on. Normally the routes that we were trying to cover would all have their own bus that was assigned to them. In this case, Durham was responding to the school with three different bus numbers because the kids were scattered on several buses. No one knew exactly which kids were on which bus and the schools were very upset about the whole situation. It was complete chaos and a child could easily have been lost during the incident.*

more wheel chairs than the number of approved tie-down positions and high school students cannot sit three to a seat safely or comfortably. Buses serving these types should be planned for a maximum of seventy-five (75%) percent of rated capacity when transporting combined high school/middle school or solely high school students sixty six (66%) percent. regardless of percentages, the District may require the rescheduling of a route if the quantity and size of students being transported results in a potentially hazardous situation."



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## Late Buses/Service Disruptions

Contractors commit to providing safe and timely transportation service and school districts expect that their students

will be reliably transported to and from school. Due to preventable issues such as maintenance, under-staffing, lack of buses and poor routing, our investigation suggests that many school buses run late.

**25%** of the workers that reported service disruptions cited the cause as avoidable (understaffing, mechanical malfunctions or poor routing).

### Worker Reports:

*"There was diesel in the oil of my bus for the second time. I waited long enough to get the bus working that I missed my 'B' run." Spring Grove, PA*

*"I'm always waiting on a bus. They give my assigned bus out, making me late for my route." New Orleans, LA*

*"We didn't have enough drivers to cover a.m. routes. One bus was still sitting on the lot 15 minutes after the first child was supposed to be picked up." Baltimore, MD*

### From the Frontlines:

#### Erin Ziegler, Driver, Santa Ana School District (Santa Ana, CA)

*Due to the yard being so small, buses are jammed in. In the back yard in the mornings is an extremely frustrating mess, especially when you have a route that leaves early and are made to park in a spot that is almost impossible to get out of on time. I have had several instances where I have been late on my route due to conditions at the yard, and then I get yelled at for being late. I doesn't help matters that there is only one way for both bus traffic to go in and out of the yard.*

*In the mornings between 5-6:00 a.m., the cover drivers have to back transit buses out of the driveway onto 5th Street. They are not provided any special equipment other than the stop sign off the bus and their safety vest. If they are lucky, they will bring their own flashlight. I fear that one day one of them is going to get hit by oncoming traffic that doesn't want to stop.*

# Special Needs Transportation Concerns

**S**pecial needs student transportation is a huge part of school bus contracting services. The federal government subsidizes up to 40% of this transportation service, but there are still huge challenges to ensure the safety of often severely disabled children. While children are on the school bus, the drivers/monitors are the caretakers of these children. All of the issues highlighted above are amplified when it comes to students with special needs.

## Worker Reports:

*"A student had a seizure on the bus and the driver and the aide were not aware that the student even had seizures." Northville, MI*

*"Students are put on big buses that have IEP needs, but we are not told (food allergies, ADD, anxiety, behavioral meds)." Worcester, MA*

*"The only information I am given is if the child is a 'walk-on' or 'wheelchair' but nothing else." New Orleans, LA*

*"There is a student on my route that I didn't know he had special issues until I was on the highway and he was screaming at the top of his lungs and hitting others." Navarre, FL*

## Vital Information Not Provided to Drivers and Monitors

There is a huge range and complexity within the population of students with special needs. Whether a child has a seizure disorder or a hearing disorder or needs a ventilator, the drivers and monitors that care for the child should be informed and trained on how to address his/her unique needs. Transportation is considered a "Related Service" for children that require an Individual Education Plan to accommodate their needs. It is essential to the quality of care that drivers and attendants are informed of children's needs and the proper way of caring for the student.

## Survey Results:

Provided with Special Needs Info	22%
Received Specialized Training	10%

## Lack of Specialized Equipment

Students with special needs have very specific needs in terms of equipment needed to transport them safely. It is the responsibility of the transportation contractor to ensure that

there is a sufficient quantity of specialized equipment and appropriate buses. Our Durham School Services survey suggested there are real issues with the provision and maintenance of the necessary equipment and buses.

**42%** reported malfunctions of special needs equipment such as wheelchair lifts, wheelchair tie-downs, harnesses and child seats.

## Worker Reports:

*"We fashioned a strap from two seatbelts to use as a wheelchair tie-down." Milton, FL*

*"A harness was required and the company didn't have one. It took a long time to get one." Tacoma, WA*

### ***Worker Reports continued:***

*"They'll send us out to cover routes without car seats or harnesses. We have to ask other drivers for extra equipment."* Santa Ana, CA

*"The student required a safety vest and harness but the company didn't have the right size."* Baltimore, MD

*"There were no safety restraints on my bus so a teacher had to sit with a student."* Algonquin, IL

*"I didn't have the right supports for a child to sit upright."* Spokane, WA

### ***In the News:***

#### ***"Driver Speaks out on safety"***

*Des Moines Register 08/26/2012*

*[<http://www.reuters.com/article/2012/08/03/idUS209074+03-Aug-2012+PRN20120803>]*

*A head injury sustained by a child last year highlights the dangers lurking on Iowa's school buses, according to one veteran Iowa school bus driver. The student was being transported to Ruby Van Meter School in Des Moines on Oct. 20. Her wheelchair was not properly secured in the van, because only two of the four wheels were tied down, driver Marlene Babcock and a bus service provider said.*

*Babcock said a temporary van she was provided with was smaller than the vehicle she typically drove. With another wheelchair user also in the van that day, she said, it was difficult to maneuver the device and she was unable to secure all four of its wheels. Babcock said she had warned Durham—a company that provides transportation for the Ankeny school district—several times about the situation.*

# Holding Bus Companies Accountable

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**M**illions of dollars are paid to private contractors each year to transport our children to and from school. Those companies ask school districts and communities to take them at their word when it comes to their safety record because, surprisingly, there is no useful standardized data on company safety available. In addition, there is little transparency in the bidding process and often there are weak or no safety standards for companies to meet. This is coupled with a lack of monitoring. Also, school districts are often required by state law to accept the lowest bidder, regardless of the effects this low bid may have on the safety of children.

## 1. Lack of Transparency

During the typical procurement process for a school transportation contract, prospective bidders are required to give very little information about their safety records. Rarely do bidders share information on their safety record, such as failed inspection rates, breakdowns, accident records, etc. Without this information, districts are making decisions in the dark. In addition, school districts often do not have the wherewithal to require disclosure of safety issues in the bidding process or to include safety-related requirements in the transportation contract.

## 2. “Lowest Bidder” Requirements

Many states have procurement laws in place that require school districts to accept the lowest bid that is offered for contracted services such as school transportation. These laws handcuff school districts and put the safety of school children in jeopardy. States such as Illinois have amended procurement laws so that school districts may choose the lowest responsible bidder. Without laws such as these, negligent companies are able to under-bid responsible companies that are committed to the highest standards of safely transporting our young people to and from school.

## 3. Weak and Inconsistent Safety Standards

Once a contract has been awarded, companies are legally bound by the language in the contract, but there are few laws or regulations in place at the federal or state level to define standards that all companies must meet. Without having high safety standards in place, school bus companies may sacrifice safe transportation practices in order to cut costs. These cuts put the safety of students, workers and the community at risk.

## 4. Lack of Monitoring

If a company takes dangerous shortcuts, but there is no one to monitor their behavior, they cannot be held accountable and safety cannot be ensured. School district transportation officials and procurement officers are the watchdogs for school bus safety and must maintain accurate and current records of the safety practices of their contractors. Without this commitment to monitoring, even the strongest language in the contract will fail to keep our kids safe.

# Recommendations for Stakeholders

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*As reported, our investigation suggests there are troubling issues with the operations of Durham School Services when it comes to keeping children safe and preventing incidents on the bus and accidents. Fortunately, each and every one of these issues can be remedied if communities, school districts, pupil advocacy organizations and bus companies alike, come together and commit to putting in place a system that puts the safety of children above all else. Below is a list of recommendations that we believe will help to ensure a safe ride to and from school for our children.*

## School Districts

1. The Request for Proposals posted by school districts can be structured to require very clear safety and disclosure language in the RFPs. When putting out school bus transportation bids the school board should ask each bidder to submit the full records of:

- a) Accidents
- b) Injuries
- c) State inspection records (scheduled and roadside)
- d) Violations of state and federal laws
- e) Liquidated damages assessed by school districts for safety-related non-performance issues
- f) Preventative and Reparative vehicle maintenance protocols
- g) Bus safety protocols

2. The school board transportation contract should include clear safety standards that the contractor must adhere to and allow for stronger penalties to be assessed for the failure to follow the standards. The contract should include a streamlined process for a school district to terminate the contract if the safety standards are breached.

3. The school board should take steps to ensure the independence and integrity of its representative who is responsible for monitoring the contract. The representative should provide regular, detailed reports of the contractor's compliance to the transportation contract to the superintendent and school board. The representative should make regular reviews that include discussions with parents and employees about bus safety issues and should not rely only on information from the school bus companies. All gifts from the company to a school

board employee or official should be prohibited.

4. The school board should set up a safety hotline that drivers or parents can call when they believe a bus is not safe for some reason. All complaints to the hotline should be followed up within 24 hours. The school board should make sure that no driver, monitor or other employee is harassed or disciplined for making a safety complaint.

## Federal & State Agencies

1. The federal government and/or state governments should establish transparency requirements that mandate the school bus companies submit information about any accidents, injuries, safety violations, violations of other laws (OSHA, FLSA, state wage-hour, etc).

2. In many states, procurement laws require school districts to contract with the lowest cost bidder. This system sometimes puts districts in a position where they must choose a contractor they don't consider to be responsible. We encourage states to pass procurement laws that allow districts to choose the lowest responsible bidder.

## School Bus Drivers and Attendants

1. Often, drivers and attendants are not educated about DOT and OSHA regulations or the contract obligations of their employer to the school district they service. We urge drivers and attendants to be aware of what is expected regarding safe school bus transportation and refuse to operate buses that are believed to be unsafe.

2. The IEP teams for students with special needs usually include a representative from the school bus company, but rarely is the driver involved in the development of a child's IEP. Drivers and attendants should advocate on behalf of the needs of the children on their bus if they believe additional or specialized services are needed to ensure safety.

## Parents and Caregivers

1. Parents may be left out of the process when it comes to the quality of service their child receives on the school bus. We encourage parents and caretakers to actively communicate with the school district, school bus company and most importantly, their child's driver and monitor.

# School Transportation Regulations

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*In choosing the contractor it would be highly useful for school districts to have information about the bidder's safety record, accidents, inspection reports, safety protocols, etc. However, there is currently no federal requirement that requires contractors to maintain this information or to provide it to a public regulatory body. School districts are often operating in the dark when making the expensive and important decision on which contractor to choose.*

*There are federal, state and local regulations in place to promote safe operation of school buses by contractors like Durham School Services. Unfortunately, the regulations are a patchwork with little standardization across states and school districts. Often the federal, state and local bodies that enforce them do not have the resources or means to ensure safe school transportation operations.*

## 1. School District Contracts

The most direct way to hold school transportation contractors like Durham School Services accountable is through the school district contract or revenue agreements that they enter into with the school districts they serve. These agreements can, and sometimes do, include specific language about the expectations and commitments with regards to the safe operation of school buses.

The revenue agreements vary greatly in how specific the language is on safety issues and the degree to which school districts can hold contractors accountable. The strongest revenue agreements include language on liquidated damages, which gives the school district the power to fine the contractor for non-performance. Attached is a sampling of strong contract provisions that promote safe school transportation.

## 2. Federal & State DOT Regulations

Within the US Department of Transportation, the Federal Motor Carrier Safety Administration maintains regulations that ensure safe vehicles on the roads. However, these regulations "are applicable when a school bus provides for-hire interstate transportation outside of home to school transportation." Private transportation contractors are only subject to these regulations if their contract includes intrastate service and work beyond the scope of home-to-school routes, such as charter trips.

State regulations regarding safe transportation of school buses are not standardized, and neither are the departments that oversee these regulations. Some states have enforcement that ensures greater compliance.

## 3. Federal and State OSHA Regulations

Federal OSHA regulations and State Plan regulations, where they exist, apply to school bus workers and the workplace. In the school bus industry, this means school bus yard locations, as well as the buses themselves, but the regulations are limited in their ability to ensure safety.

OSHA whistleblower laws, under Section 11 (c) of the OSH Act of 1970<sup>1</sup> and the Surface Transportation Assistance Act (STAA)<sup>2</sup> protect drivers, monitors and mechanics from retaliation by their employer for reporting violations or unsafe school bus conditions. These laws only work after the fact and do not directly enforce school bus safety regulations.

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<sup>1</sup> [https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=OSHACT&p\\_id=3365](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=3365)

<sup>2</sup> <http://www.whistleblowers.gov/acts/staa.html>



# Examples of Effective School Transportation Contract Provisions

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## Method of Award and Notification

- Quotes will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose quote conforms to the specifications and whose quote is considered to be the best value in the opinion of Hickman Mills C-1.

*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

- The DISTRICT reserves the right to select a proposal with higher prices than the lowest of all prices received, if in the sole opinion of the DISTRICT, the interests of the DISTRICT will be best served by such proposal.

*[San Jose Unified School District Pupil Transportation Services RFP, San Jose, CA]*

## Performance Reviews

- Continuation of this Agreement through the Renewal Term is contingent upon Contractors performance, including satisfactory performance review ratings. Performance reviews shall include, but may not be limited to the following
  - Maintenance of an on-time performance rating of 98 percent
  - Maintenance of ratings on audit and/or inspections of vehicles, maintenance records, maintenance of radios in working order, drivers performance reviews including prompt reporting of missed or late trips to the District
  - Maintenance of good relations with District personnel, parents, students and community
  - Maintenance of prevailing salary and benefit packages for drivers, attendants, and other personnel

*[Irvine School District Transportation Agreement, Irvine, CA]*

- The Contractor shall be considered in default if:
  - The Contract furnishes or uses a bus that does not conform to the requirements of the Agreement
  - The Contractor fails to comply with the requirements of the Agreement
  - The Contractor fails to adhere to the routes and schedules provided by the District; and
  - The Contractor fails in any way to perform properly

the services to be provided under the Agreement with the District, including failure to maintain satisfactory performance review ratings

*[Garden Grove Unified School District Transportation Agreement, Garden Grove, CA]*

## Safety

- CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel assigned to this Agreement. Attendance is required for safety meetings.

*[Hickman Mills C-1 School District Transportation Agreement, Grandview, MO]*

- The CONTRACTOR shall also be responsible for establishing and maintaining an on-going comprehensive safety/training program that addresses all pre-service and recertification training requirements. Safety meetings shall not be used towards the eight (8) hours of in-service training as required by State Board Rule 6-A-3.0141(10).

*[Duval County Public Schools RFQ NO. RFQ/ITB-004-09/DB, Jacksonville, FL]*

- All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and or/local safety or environmental codes.

*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

- The District reserves the right to call periodic bus driver training meetings at Contractor's expense requiring mandatory attendance of all regular drivers working under the Agreement. Such meetings shall not exceed three (3) hours per year per driver, not including travel time.

*[San Jose Unified School District Pupil Transportation Services RFP, San Jose, CA]*

- Drivers are to be guaranteed one (1) hour per month for an in-house safety meeting, conducted by the Contractor's training staff and in conjunction with the District's training staff for the purposes of addressing current safety concerns.

*[Irvine School District Transportation Agreement, Irvine, CA]*

- All bus drivers and attendants employed by the contractor for service hereunder shall be trained and certified in First Aid and CPR covering infants, children and adults.  
*[Irvine School District Transportation Agreement, Irvine, CA]*

## Routing and Scheduling

- The safety of pupils shall be kept in mind in scheduling all routes and, except in unusual circumstances, no pupil or other person entitled to transportation shall be kept on a bus longer than 45 minutes for any one-way trip on regular transportation.

*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

- All pupils are to be delivered to school prior to the designated start-up time, but not more than fifteen (15) minutes prior to class time and are not to be kept waiting more than ten (10) minutes after dismissal time. The maximum time any pupil may be in transit one way shall be less than sixty (60) minutes.

*[Garden Grove Unified School District Transportation Agreement, Garden Grove, CA]*

- The CONTRACTOR shall ensure that drivers are familiar with their assigned routes. To facilitate this process, the CONTRACTOR shall, prior to the opening of school each year, have each regularly assigned route driver accomplish two complete dry runs.

*[Iowa City Community School District Transportation Agreement, Iowa City, IA]*

- Contract may not use one bus to combine two runs scheduled for the same time without contacting the Transportation Department and obtaining prior approval. Under no circumstances may Contractor use one bus to cover two runs scheduled for the same time and charge the School District as though two buses were used. Failure to contact the Transportation Department and obtain prior approval to combine two runs scheduled for the same time will result in Contractor receiving no compensation for the combined run for the period of time in which such combinations occurred.

*[Kansas City, Missouri School District RFQ to Provide School Bus Transportation, Kansas City, MO]*

## Discipline

- In serious circumstances when a pupil's behavior is endangering the safety of other riders, the driver may deny transportation privileges to such pupil at the bus stop or at

school. This could include refusal to surrender materials that could create unsafe conditions on the bus. If such action is taken, the school principal and bus supervisor must be notified as soon as possible; if on school grounds, a staff member must be made aware of the driver's action before the bus leaves the school property.

*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

## General Requirements

- The Contractor shall keep and maintain all buses in good operating, safe running and in a clean and sanitary condition.

*[Irvine School District Transportation Agreement, Irvine, CA]*

## Equipment

- The Contractor is to furnish all equipment, tools, materials and supplies for the maintenance, repair, and cleaning of all their buses and equipment.

*[Irvine School District Transportation Agreement, Irvine, CA]*

- All vehicles used to transport Special Education, Head-start and Pre-school students shall be equipped and maintained in good operating condition with air conditioning units capable of maintaining a temperature of 78 degrees inside the vehicle at all times while in use for the purposes of this contract.

*[Santa Ana Unified School District Transportation Agreement, Santa Ana, CA]*

- The CONTRACTOR shall furnish a sufficient number of route buses to enable them to properly perform the contract. In addition, the contractor shall provide fifteen percent (15%) stand-by buses in sufficient quantity to assure that they can provide uninterrupted service in the event of mechanical breakdowns and ancillary transportation.

*[Hickman Mills C-1 School District Transportation Agreement, Grandview, MO]*

- Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

*[Hickman Mills C-1 School District Transportation Agreement, Grandview, MO]*

- Seat straps, infant seats and/or harnesses shall be provided for passengers if, at the discretion of the District, they are desirable because of the physical condition of pupils being transported. Costs of seat straps and harnesses will be

borne by the Contractor.

*[Garden Grove Unified School District Transportation Agreement, Garden Grove, CA]*

- The wattage power of the base station and any mobile radio units shall be sufficient to assure 100% operability a minimum distance of 10 miles beyond any boundary of the district.

*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

- The contractor shall maintain spare mobile two-way radio units to insure that communication capabilities shall be uninterrupted at all times.

*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

- The Contractor shall not operate more than two hundred fifty (250) regular route buses on the same radio frequency unless approved by the School District.

*[Kansas City, Missouri School District RFQ to Provide School Bus Transportation, Kansas City, MO]*

- All buses shall be equipped with all the sanitary products used by students and drivers.

*[Irvine School District Transportation Agreement, Irvine, CA]*

- All buses shall be equipped with all safety products required by law to be carried in school buses.

*[Irvine School District Transportation Agreement, Irvine, CA]*

## Age of Equipment

- All buses shall not be older than seven (7) years or exceed 170,000 miles at any time during the term of the contract.

*[San Jose Unified School District Pupil Transportation Services RFP, San Jose, CA]*

- In performance of the contract to provide pupil transportation services for the district, no bus used to transport students is to be older than twelve model years as of the beginning of each school term. Averaging the age of all vehicles used to arrive at the eight-year requirement will not be acceptable. No bus older than five model years shall be used for ancillary trips as described in the RFP.

*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

## Maintenance

- The Contractor shall provide at least one (1) full-time,

qualified mechanic (per every fifteen (15) buses) whose only job shall be to perform normal and preventative maintenance on the bus fleet.

*[Garden Grove Unified School District Transportation Agreement, Garden Grove, CA]*

## Bus Washing

- Contractor agrees to pay each driver at least one hour (1:00) per week bus-washing time for van-type buses and one hour thirty minutes (1:30) per week bus-washing time for conventional and transit-type buses, or to provide a bus washing service. Contractor is to purchase all materials and equipment used in the washing of buses and equipment.

*[Irvine School District Transportation Agreement, Irvine, CA]*

## Spare Buses

- Contractor shall have adequate spare/standby buses to maintain continuous transportation service for the District. The number of spare/standby buses shall be not less than 10% of the total number of regular service buses, and in no case less than one (1) bus of each category used during the term of the Agreement.

*[Irvine School District Transportation Agreement, Irvine, CA]*

- If a regular bus needs maintenance work a standby bus will be used. If extensive repairs or other reasons require that particular regular bus be out of service for thirty days or more, it will be necessary for the Transportation Representative to approve another bus as regular bus to satisfy the minimum number of substitute buses.

*[San Jose Unified School District Pupil Transportation Services RFP, San Jose, CA]*

- The Contractor shall maintain sufficient vehicles as determined by the school district, per each type of vehicle, as standby vehicles (spares), which, at a minimum, shall not be less than ten percent (10%) of the number of buses contracted with the School District.

*[Kansas City, Missouri School District RFQ to Provide School Bus Transportation, Kansas City, MO]*

## Drivers and Attendants

- Drivers are to be guaranteed a minimum of five (5) hours per day.

*[Irvine School District Transportation Agreement, Irvine, CA]*

- The Contractor shall provide a sufficient number of standby drivers (not less than ten percent (10%) of the

total number of established routes) to maintain continuous transportation service satisfactory to the District at all times during the term of the Agreement.

*[Irvine School District Transportation Agreement, Irvine, CA]*

- The CONTRACTOR shall at all times maintain a minimum twelve percent (12%) pool (bench) of certified back-up school bus operators and special needs school bus monitors.  
*[Duval County Public Schools RFQ NO. RFQ/ITB-004-09/DB, Jacksonville, FL]*

- The contractor must insure that each driver is adequately trained before transporting students. Such training shall include, at a minimum, all of the following and be adjusted to meet state requirements.
  - a) Each driver shall have a minimum of forty (40) hours of training in the safe operation of a school bus which shall include both classroom and behind-the-wheel instruction.
  - b) The behind-the-wheel instruction shall be a minimum of 20 hours with the trainee driver in control of the bus.
  - c) The contractor shall conduct, at a minimum, regular training sessions for all drivers in the following areas: safety, discipline, emergency procedures/first aid, operational procedures, human relations, defensive driving.
  - d) The contractor shall have a written training program for all drivers similar to the Missouri School Bus Driver Training Program.

*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

- The contractor shall maintain records on all employees that demonstrate that all personnel requirements of the contract have been met and must provide the district with a copy of the salary schedule for all drivers.  
*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*
- District transportation is currently provided by First Student Inc., which employs approximately 85 drivers and bus monitors needed to transport students. Said employees are represented by the International Brotherhood of Teamsters Local 238. The successful bidder should provide a comprehensive employee relations plan, a detailed wage and benefits offering to the employees and the assurance that they can provide transportation services without interruption for the full term of this agreement.  
*[Waterloo Community School District RFP, Waterloo, IA]*

- Drivers assigned to transport orthopedically handicapped pupils shall be given special training concerning the techniques of handling such children. Drivers shall also be trained in the proper technique of securing wheelchairs and in the proper operation of the lift equipment. This instruction shall be provided prior to such assignments by the Contract and to the satisfaction of the District.

*[Garden Grove Unified School District Transportation Agreement, Garden Grove, CA]*

- The CONTRACTOR shall establish wages that encourage school bus operator/school bus monitor retention. The wage rate should be such to reduce school bus operator/school bus monitor turnover and standardize attrition.  
*[Duval County Public Schools RFP NO. RFQ/ITB-004-09/DB, Jacksonville, FL]*

### **Transporting Students with Special Needs**

- Drivers assigned to transport disabled, special education, students with medical needs (i.e. EpiPen) and early intervention program students shall be given special training concerning the techniques of handling such children.  
*[Waterloo Community School District RFP, Waterloo, IA]*
- The District requires 100% of Special Education vehicles that will be used for providing wheelchair pupil transportation service to be equipped with air conditioning.  
*[San Jose Unified School District Pupil Transportation Services RFP, San Jose, CA]*

### **Prevailing Wage**

- Any and all Prevailing Wage laws must be strictly adhered to if applicable in accordance with Missouri Law, RSMo Chapter 290.210 through 290.580. The applicable annual wage order pertinent to Jackson County, Missouri must be utilized.  
*[Hickman Mills C-1 School District Student Transportation RFP, Grandview, MO]*

### **Default by the Contractor/Liquidated Damages**

- It is understood that the District will suffer damage if the Contractor fails to comply with the performance of any term or condition of this contract. It being impractical and unfeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85 it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of fifty dollars (\$50.00) for each calendar day of each failure of the Contractor to comply with any term or condition of this contract.



*[Garden Grove Unified School District Transportation Agreement, Garden Grove, CA]*

- From the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damages and the resulting loss to the District, if any, which may result from failure on the part of the Contractor to perform any of its obligations hereunder. The Contractor's liability hereunder shall be limited to and fixed at the sum of \$100.00 as liquidated damages, and not as a penalty, and this liability shall be exclusive of any other remedy. This liability shall be incurred on a per-incident basis, and will apply to each missed trip or route segment, or in instances in which it is necessary for the District to provide service or in any instance where the Contractor fails to comply with any term or condition of this Agreement.  
*[Irvine School District Transportation Agreement, Irvine, CA]*

- \$700 liquidated damages will be assessed for the following infractions:
  - For each trip missed. A missed trip is defined as including a trip in which there is delay in scheduled times of sixty (60) minutes or more.
  - If a student is on the bus for one and one-half (1.5) hours or more without authorization from the DISTRICT
  - Use of an unqualified driver (e.g., Light Bus Driver to drive a heavy bus, use of an untrained bus driver on a wheelchair bus, etc.)
  - Use of one contract driver to cover two routes where each route could only be covered on time, and/or without excessive ride times, by a driver on each route.
  - Failure to provide minimum required number of standby buses and drivers.
  - Air conditioning system not functioning properly on equipment required to be equipped with air conditioning.
- \$300 – Liquidated Damages will be assessed for the following infractions:
  - For each trip in which there is a delay in scheduled times of fifteen (15) minutes up to fifty-nine (59) minutes
  - Bus with a two-way radio not in proper working conditions.
  - Switching regular driver to temporary assignment and substituting another driver for a regular driver.
  - Use of vehicles that are older than 7 years or have more than 170,000 miles on the odometer unless there is prior written authorization granted by the DISTRICT.

In addition to the above existing contract provisions,

Liquidated Damages will be assessed at the rate of \$300 per incident per day for any violation of any law or provisions of this contract not otherwise specified above.

*[San Jose Unified School District Pupil Transportation Services RFP, San Jose, CA]*

- One hundred dollars (\$100.00), or as indicated otherwise, for each incident of the following:
  - Bus arrives at school after the morning bell time. (Buses may arrive early at school in the morning, so long as students are not allowed to disembark until fifteen (15) minutes before the bell time.)
  - Seat belt/restraints, wheelchair tie downs, or required monitor are not provided as required for a Special Education bus, Two Hundred Fifty Dollars (\$250).
  - Failure to have a working fire extinguisher, first aid kit, emergency triangles, and video box on the bus.

*[Kansas City, Missouri School District RFQ to Provide School Bus Transportation, Kansas City, MO]*

- Liquidated Damages:
  - The DISTRICT may assess liquidated damages in the amount of 75% of the price for a daily route (a.m. and p.m.) for each of the following deficiencies: Operating without an aide on the bus.
  - The DISTRICT may assess liquidated damages in the amount of 50% of the price for a daily route (a.m. and p.m.) for each of the following deficiencies: Intentional operation of an overloaded bus. (Overload equals greater number than manufacturers capacity).
  - The DISTRICT may assess liquidated damages in the amount of 10% of the price for a daily route (a.m. and p.m.) for each of the following deficiencies: Equipment age infraction, Inoperable radio on bus, Inoperable air conditioning unit on SE bus. (Damaged prior to dispatch), Inoperable lift on SE bus.

*[Iowa City Community School District Transportation Agreement, Iowa City, IA]*

- After the first two (2) weeks of each school year the CONTRACTOR shall be aware that performance guarantees may be assessed for specific policy/procedural violations (EXHIBIT B), which shall be applied as a deduction against the CONTRACTOR'S invoice. More than one (1) performance guarantee may be assessed per incident if applicable. (Exhibit B attached)

*[Duval County Public Schools RFQ NO. RFQ/ITB-004-09/DB, Jacksonville, FL]*