

# FCMAT

FISCAL CRISIS & MANAGEMENT  
ASSISTANCE TEAM

## Oceanside Unified School District

### Transportation Review

January 28, 2020

Michael H. Fine  
Chief Executive Officer





FISCAL CRISIS & MANAGEMENT  
ASSISTANCE TEAM

January 28, 2020

Julie A. Vitale, Ph.D., Superintendent  
Oceanside Unified School District  
2111 Mission Avenue  
Oceanside, CA 92058

Dear Superintendent Vitale:

In September 2019, the Oceanside Unified School District and the Fiscal Crisis and Management Assistance Team (FCMAT) entered into an agreement for a review of the district's Transportation Department. The agreement stated that FCMAT would perform the following:

Conduct an organizational and staffing review of the Transportation Department and make recommendations for staffing improvements or reductions, if any.

Review the operational processes and procedures of the Transportation Department, including operations, vehicle maintenance, and safety and training, and make recommendations for improved efficiency, if any.

Review the district's current transportation fee structure and make recommendations for improved fiscal efficiencies, if any.

Using three other suburban school districts with transportation programs similar in size to that of Oceanside USD, compare and assess the number and percentage of students transported and the cost per student and bus, taking into account various differences in state and local funding.

All recommendations will include the assumption that the student transportation that is provided under an MOU with the City of Oceanside will continue only through the end of the 2019-20 school year.

This report contains the study team's findings and recommendations.

FCMAT appreciates the opportunity to serve the Oceanside Unified School District and extends thanks to all the staff for their assistance during fieldwork.

Sincerely,

A handwritten signature in black ink that reads "Michael H. Fine". The signature is written in a cursive, flowing style.

Michael H. Fine  
Chief Executive Officer

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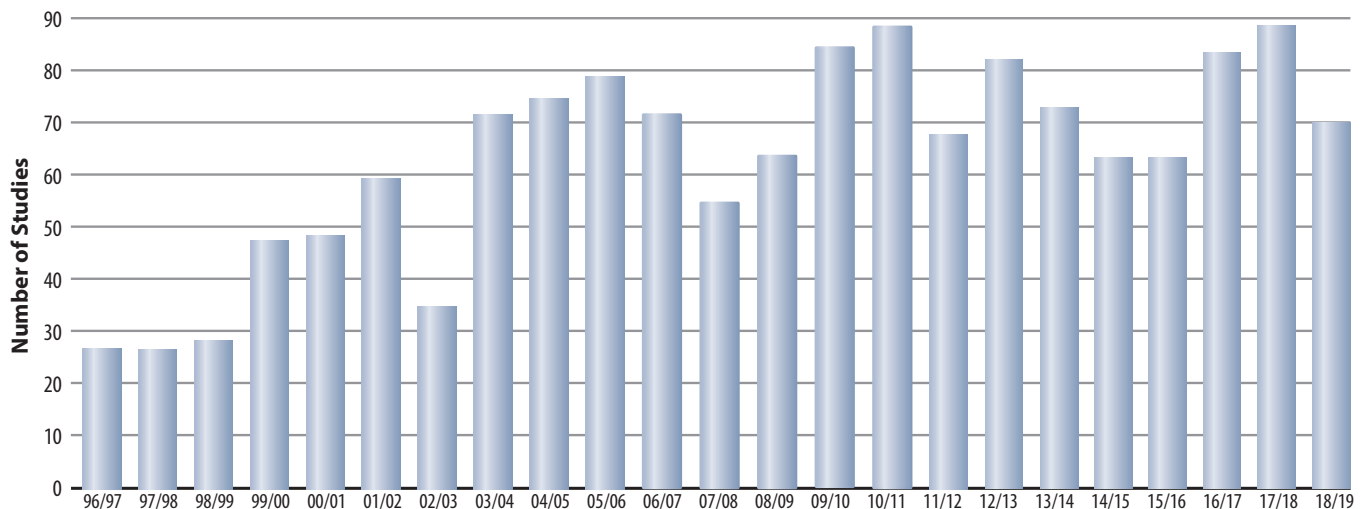
# About FCMAT

FCMAT's primary mission is to assist California's local K-14 educational agencies to identify, prevent, and resolve financial, human resources and data management challenges. FCMAT provides fiscal and data management assistance, professional development training, product development and other related school business and data services. FCMAT's fiscal and management assistance services are used not just to help avert fiscal crisis, but to promote sound financial practices, support the training and development of chief business officials and help to create efficient organizational operations. FCMAT's data management services are used to help local educational agencies (LEAs) meet state reporting responsibilities, improve data quality, and inform instructional program decisions.

FCMAT may be requested to provide fiscal crisis or management assistance by a school district, charter school, community college, county office of education, the state Superintendent of Public Instruction, or the Legislature.

When a request or assignment is received, FCMAT assembles a study team that works closely with the LEA to define the scope of work, conduct on-site fieldwork and provide a written report with findings and recommendations to help resolve issues, overcome challenges and plan for the future.

## Studies by Fiscal Year



FCMAT has continued to make adjustments in the types of support provided based on the changing dynamics of K-14 LEAs and the implementation of major educational reforms. FCMAT also develops and provides numerous publications, software tools, workshops and professional learning opportunities to help LEAs operate more effectively and fulfill their fiscal oversight and data management responsibilities. The California School Information Services (CSIS) division of FCMAT assists the California Department of Education with the implementation of the California Longitudinal Pupil Achievement Data System (CALPADS). CSIS also hosts and maintains the Ed-Data website ([www.ed-data.org](http://www.ed-data.org)) and provides technical expertise to the Ed-Data partnership: the California Department of Education, EdSource and FCMAT.

FCMAT was created by Assembly Bill (AB) 1200 in 1992 to assist LEAs to meet and sustain their financial obligations. AB 107 in 1997 charged FCMAT with responsibility for CSIS and its statewide data management work. AB 1115 in 1999 codified CSIS' mission.

AB 1200 is also a statewide plan for county offices of education and school districts to work together locally to improve fiscal procedures and accountability standards. AB 2756 (2004) provides specific responsibilities to FCMAT with regard to districts that have received emergency state loans.

In January 2006, Senate Bill 430 (charter schools) and AB 1366 (community colleges) became law and expanded FCMAT's services to those types of LEAs.

On September 17, 2018 AB 1840 was signed into law. This legislation changed how fiscally insolvent districts are administered once an emergency appropriation has been made, shifting the former state-centric system to be more consistent with the principles of local control, and providing new responsibilities to FCMAT associated with the process.

Since 1992, FCMAT has been engaged to perform more than 1,000 reviews for LEAs, including school districts, county offices of education, charter schools and community colleges. The Kern County Superintendent of Schools is the administrative agent for FCMAT. The team is led by Michael H. Fine, Chief Executive Officer, with funding derived through appropriations in the state budget and a modest fee schedule for charges to requesting agencies.

# Introduction

## Background

The Oceanside Unified School District is located in North San Diego County and has a geographic territory of 95.4 square miles (approximately 30 square miles is water). The district has an enrollment of approximately 17,225 students, and about 63% are foster students, English language learners (ELL) or qualify for free or reduced-price meals. This qualifies the district for concentration grant funding under the State's Local Control Funding Formula (LCFF). Enrollment has been in decline the past few years, decreasing by approximately 400 students per year. The district has 15 elementary schools, four middle schools, two comprehensive high schools and one continuation high school.

The district transports approximately 428 general education students on five bus routes and about 346 special education students on 31 routes as required by their individualized education program (IEP).

## Study Team

The study team was composed of the following members:

Scott Sexsmith	Timothy Purvis
FCMAT Intervention Specialist	FCMAT Consultant
Leonel Martínez	Michael Rea
FCMAT Technical Writer	FCMAT Consultant

\*Those members of this study team who are otherwise employed by a local educational agency (LEA) were not representing their respective employers but were working solely as independent contractors for FCMAT.

## Study and Report Guidelines

FCMAT visited the district on October 14-15, 2019 to conduct interviews with district staff, collect data, review documents and inspect facilities. Following fieldwork, FCMAT continued to review and analyze documents. This report is the result of those activities and is divided into the following sections:

- I. Transportation Funding and Finance
- II. Routing and Scheduling
- III. Staffing
- IV. Driver Training and Safety
- V. Vehicle Maintenance, Fleet and Facilities

FCMAT's reports focus on systems and processes that may need improvement. Those that may be functioning well are generally not commented on in FCMAT's reports. In writing its reports, FCMAT uses the Associated Press Stylebook, a comprehensive guide to usage and accepted style that emphasizes conciseness and clarity. In addition, this guide emphasizes plain language, discourages the use of jargon and capitalizes relatively few terms.

# Executive Summary

## Transportation Funding and Finance

For years, school transportation in California has been inadequately funded. School districts were reimbursed for all of their reported operating costs until the passage of Proposition 13 in 1978. In the 1982-83 fiscal year, funding was frozen at 80% of the reported operational cost for each school district in the state. The state's share of funding for school transportation has continued to decline since that time, and the state now provides less than 35% of the statewide cost of pupil transportation, with individual districts varying widely in the funding percentage received. Since implementation of the Local Control Funding Formula (LCFF) in 2013-14, transportation revenue has not received a cost-of-living adjustment (COLA), is restricted to transportation use and is subject to a maintenance of effort (MOE), meaning the district must spend at least as much as it receives. The district receives \$2,634,174 in state funding per year to support school transportation, and the revenue is not reported in the Transportation Department budget. The annual cost per-pupil is approximately \$7,436, which compares favorably with similar districts. Some special education students are transported by Zum, a for-profit contractor, and the cost for these pupils is higher. The district should attempt to transport as many of these students on existing district bus routes as possible. The district should continue to charge but not increase fees for general education transportation. Because of the numerous bus aides, the district should work to reduce the number of these positions for special education students. Drivers bid for their routes, and the bid times are overstated compared to the actual route times. The district should work to match bid times to the work performed.

## Routing and Scheduling

Five general education bus routes serve approximately 428 students, and 31 special education bus routes transport approximately 346 students. In recent years, the district has reduced the number of special education students who require transportation as a related service. Parents complete request forms for special education transportation. This form should be completed in the IEP meeting by the case manager along with the parent's input. Special education bus routes appear to be slightly inefficient. The department should work to maximize the number of students on each route. The district has a computerized routing program that does not appear to be fully utilized. Interviews with dispatchers indicated that much of their bus routing is accomplished manually, rather than by utilizing the software. Bus drivers are allowed to take vacation days when school is in session and students are attending school; however, this can make it difficult for the department to cover all routes, and the district should work to eliminate this practice.

## Staffing

The Transportation Department is staffed relatively appropriately for its size. The fleet manager position should not be filled. The district should establish a shop supervisor position, but only if the department takes responsibility for the support fleet and equipment maintenance. The department has six substitute bus drivers who work every morning and afternoon and are paid at least six hours per day. They generally cover routes every day because of the relatively high absence rate. The district should consider making these permanent floater or standby positions.

## Driver Training and Safety

School bus driver training in California is highly regulated. Prospective school bus drivers must receive a minimum of 20 hours of classroom training and 20 hours of behind-the-wheel training (Education Code (E.C.) 40080-40089) on curriculum developed by the California Department of Education's (CDE's) Office of School Transportation. Teaching all the classroom training units generally takes approximately 35 hours, and behind-the-wheel (BTW) training can take at least that amount. In addition, every year school bus drivers must receive a minimum of ten hours of in-service training time. The training can be conducted only by a state-certified school bus driver instructor (E.C. 40084.5). Behind-the-wheel training may be given by a delegated behind-the-wheel instructor, which is another class of instructor allowed by law and certified by the California Department of Education's Office of School Transportation. The training must be meticulously recorded. In addition, school bus drivers must submit to a background check (fingerprinting) for licensing and for employment, and drug and alcohol testing in compliance with Federal Department of Transportation (DOT) rules (49 CFR 382). Driver training records provided to and reviewed by the study team appear to comply, with no significant deficiencies.

The district has a transportation safety plan that complies with most previous elements of E.C. 39831.3. A new portion of this law requires that all drivers check their bus after each route/run to ensure that no child is left on the bus. The plan must be revised to include new child check requirements. A plan must be in place and available for inspection by a California Highway Patrol (CHP) officer at each school site.

The department provides regular, required training for school bus drivers. The number of accidents in school buses has declined over the past three years.

Teachers transport some special education students in vans that are not buses. The department should create a defensive driver training program for these teachers and ensure they receive the training.

## Vehicle Maintenance, Fleet and Facilities

The CHP Motor Carrier Inspector Unit annually inspects buses and records related to vehicle maintenance, drivers, driver timekeeping and federal drug and alcohol testing. They produce a report of their findings entitled the "Safety Compliance Report/Terminal Record Update." The most current inspection was on May 24, 2019, and the district received a grade of "satisfactory," which is the highest awarded to any motor carrier. It indicates general compliance with laws and regulations governing school bus safety. The district has a long history of satisfactory grades. An "unsatisfactory" grade is very serious.

School buses are required to be inspected every 45 days or 3,000 miles, whichever occurs first, as per Title 13 of the California Code of Regulations, Section 1232 (13 CCR 1232). Based on the information provided to the study team, the district complies with this regulation. The department's vehicle maintenance software program is robust, but has not been updated in years and is unable to provide useful management information or integrate with new programs. The vans used to transport students should be maintained the same as a school bus to minimize the district's exposure to liability. The school bus fleet is old. The department should apply for available bus replacement grants, and the district should prepare to dedicate resources to replacement. The total number of buses in the fleet could be reduced, but the district should ensure it has an adequate number of special education buses and spares for ambulatory students and those who use wheelchairs.

# Findings and Recommendations

## Transportation Funding and Finance

School transportation in California has been inadequately funded for many years. Up to 1977, school districts reported their operational costs to the State Department of Education, and the state reimbursed those costs in the subsequent year. Capital costs were never reimbursed. After the passage of Proposition 13 in 1978, the state gradually reduced the percentage of reimbursement. In the 1982-83 school year, the state capped each district's apportionment at 80% of the reported costs. Cost-of-living adjustments have been granted only occasionally. As costs rose, and revenue remained rather static, the state's share of the funding covered approximately 45% of reported costs in the 2008-09 school year. That was the highest recent year of funding, and it was identified as each participating school district's approved apportionment. During the Great Recession, the state reduced all categorical program funding, including transportation, by approximately 20%. This reduction effectively means that the state now covers less than approximately 35% of the statewide cost of pupil transportation, with individual districts varying widely in the funding percentage.

With the implementation of the state's Local Control Funding Formula (LCFF) in the 2013-14 fiscal year, school districts continued to receive the amount certified in April 2013. Under LCFF, transportation revenue has never received a COLA, is restricted to transportation use and is subject to an MOE that requires districts to spend at least as much as they receive. For the district, that revenue amounted to \$2,634,174 for both regular and special education transportation. The 2016-17 actual expenditures for regular and special education transportation were \$5,773,254, and those for the district's transportation for 2017-18 were \$5,749,269. The actual expenditures for the 2018-19 fiscal year for both regular and special education transportation were \$5,306,318. The budget for the 2019-20 fiscal year is \$5,755,699. The state funding covered approximately 49.6 % of the district's transportation expenditures for the 2018-19 fiscal year, an amount that far exceeds the statewide average. The Transportation Department budget reports received by FCMAT do not include state funding for school transportation as a source of revenue, suggesting that the department is nearly wholly supported by district general fund contributions. A maintenance of effort (MOE) is required for transportation funding although reporting is not mandated. However, reporting the funding received by the state would satisfy this requirement. The only revenue credited is the amount collected from fees that some students pay for transportation service.

The state suspended school transportation data reporting (TRAN) at the outset of the LCFF, making it difficult to compare district transportation costs with neighboring or comparative school districts. For its analysis, the study team utilized comparable districts from FCMAT transportation studies or other studies conducted within the past five years.

Assuming the 2019-20 budget is accurate, the district cost per pupil for transportation will be approximately \$7,436, and the cost per route will be about \$159,880. The last statewide annual average cost per pupil, before the state eliminated TRAN reporting, was approximately \$1,500 for general education and \$6,500 for special education transportation. At that time, the state separated the cost of general education transportation from special education transportation. The district does not separate these costs, but if that were the case, the cost per pupil would likely be lower for general education students and somewhat higher for special education students. Because six years have elapsed since the LCFF was implemented, and costs have risen, it is reasonable to assume that the average costs per pupil have increased over this time.

In addition to the district transportation service, the Transportation Department contracts with a for-profit provider, Zum, for special education transportation for eight students on four routes. These are pupils who cannot easily be placed on district routes. Based on a recent invoice for this service, the annual cost of this

transportation is \$10,063 per pupil. Although this is higher than the district's cost per pupil, providing this service would likely require the district to hire several bus drivers and place several more buses on the road. However, the district should continually explore ways to provide service for these students on district routes.

The district charges fees for home-to-school transportation, a practice that has been legal since 1992 based on a ruling by the California Supreme Court. California Education Code Section 39807.5 articulates the maximum fees, the limit on total fees, and the exclusions and limitations of charging fees. The CDE publishes guidance on fees for pupil transportation, and the most recent letter is attached as Appendix A to this report. The district charges \$40 per month, \$180 per semester or \$360 annually per student for those who pay the full fee. If a student qualifies for reduced-price transportation, the fees are half of the above amounts. The amount collected and number of bus passes issued by year is shown below:

Year	Amount Collected	Number of Bus Passes
2016-17	\$30,367	146
2017-18	\$29,430	141
2018-19	\$34,704	173
2019-20*	\$14,015	192

\*To date as of October 19, 2019

Approximately 63 percent of the district's student population qualify for free or reduced-price passes. FC-MAT has observed that as fees approach \$400 per year, bus ridership declines. Fees cannot be charged to special education students who require transportation as a related service as articulated in their IEPs or to indigent students. Most school districts utilize the same criteria as the food service program to determine whether a student qualifies for a free or reduced-price pass. Although the amount of revenue collected from bus pass fees is nominal compared to the overall transportation budget, these resources help defray the cost of transportation. The district has instituted an online program that streamlines the purchasing and payment process, so staff spends a minimum amount of time processing bus passes.

The step one salary for a school bus driver in the district is \$18.95 per hour. The district classified salary schedule increases to step 22, giving incremental raises for each year of service. In addition, any employee who works a shift with a split of at least two hours qualifies for a 2 ½ percent split shift differential for all hours worked. This amounts to a step one salary for bus drivers of \$19.42 per hour, which is competitive compared to the local market. Many bus drivers in the department have several years of service, placing them much higher on the salary schedule. The district collective bargaining agreement also provides full family medical, dental and vision coverage for any employee working at least four hours per day. All the school bus drivers qualify for this benefit.

The most recent collective bargaining agreement (article 14.1.2) stipulates that for each bus route bid, drivers will accrue only the hours of that bid and not their ongoing minimum guarantee. Article 14.1.3 stipulates that the prior article will apply only to new employees and not to those hired prior to the current agreement. This will increase cost-effectiveness in the future, ensuring that drivers are paid only for the work they perform.

The district's bus route creation and bidding process requires significant improvement. The bus route driving time along with a driver's pretrip inspection time and sweep/clean time as well as bus fueling time are overstated by 31 hours per day and become the bid times. If one assumes a step one driver with salary-driven benefits (approximately 27% and a modest assumption for the health-and-welfare costs of \$15,000 per year (\$13.88 per hour based on a six-hour-per-day driver for 180 school days), this amounts to \$38.15 per hour or approximately \$215,053 in salary paid annually for work not performed.

The department reported that they have a bus driver for every route as well as six substitute bus drivers. Unlike most school districts that call a substitute when needed, these substitutes have been directed to report every morning and afternoon. They are paid three hours for the morning and three for the afternoon. The department reported that because of absences and conflicting field trips, it is rare for one of these substitutes not to drive every morning and afternoon.

The district also employs 18 bus aides or monitors, and most are assigned to students who have an IEP that requires that service. Three or four nurses employed by the district ride with some students who have significant medical needs. The number of bus aides appears to be excessive. In some cases, a single bus has more than one aide since these personnel are assigned to particular students, and some aides on bus routes do not have a student with an articulated IEP need for that service. The Special Education Department should review its process to assign aides. The students who require an aide should be assigned to a bus that already has one since one of these personnel can usually care for more than one student. Approximately 10% of routes generally have aides in a well-managed system; however, at Oceanside Unified, approximately 58% of routes have aides. This is a costly practice.

In 2018-19, the district reported performing approximately 1,201 field trips on district buses. The district recently raised its rate to \$50 per hour (\$75 per hour on weekends) and \$2.75 per mile for field trips. The department does not know if this rate is high or sufficient to cover the cost to provide field trips. The budget reports received by FCMAT indicate that field trip costs invoiced to and paid by the schools is transferred back to the Transportation Department budget. In the 2018-19 fiscal year, that amounted to \$254,358, which exceeded the budgeted expectation of \$219,938.

## Comparisons with Other District Transportation Departments

Finding current comparable school transportation programs is difficult since the CDE stopped collecting TRAN data with the implementation of the LCFF in the 2013-14 fiscal year. The consultants assigned to this study have performed school transportation department studies with several districts in more recent years. Although it would be nearly impossible to find districts that provide a service level nearly identical to the one at Oceanside Unified, the three included in the following table have some similar per-route and per-student annual costs.

**School District Comparison Chart**

Month and Year of Report	District	# Students	# Routes	Annual Cost/Student	Annual Cost/Route
Apr-19	La Mesa-Spring Valley	1,010 Gen Ed	10 Gen Ed	\$1,681.00	\$169,861.00
	La Mesa-Spring Valley	226 SPED	19 SPED	\$10,316.00	\$145,725.00
Nov-16	Mt. Diablo	660 Gen Ed	10 Gen Ed	\$3,748.00	\$247,403.00
	Mt. Diablo	680 SPED	75 SPED	\$8,175.00	\$74,120.00
Jun-15	Pajaro Valley	3,505 Gen Ed	36 Gen Ed	\$949.00	\$92,395.00
	Pajaro Valley	273 SPED	28 SPED	\$8,385.00	\$81,753.00
Nov-19	Oceanside USD	428 Gen Ed	5 Gen Ed		
	Oceanside USD	346 SPED	31 SPED		
	Costs are not separated, so the following is combined			\$ 7,436.00	\$ 159,880.00

As with any comparison, many factors influence a school district's transportation operation and costs. The above tends to indicate that Oceanside Unified's costs are relatively reasonable when compared with La Mesa-Spring Valley Unified. The district's costs also compare relatively favorably with the other two districts selected. A more detailed comparison of these costs could be made if the district tracked its general education and special education transportation costs separately.

## Recommendations

*The district should:*

1. Ensure that the state funding for school transportation is shown as revenue in the Transportation Department budget.
2. Continually determine whether the students transported by Zum can be incorporated into district bus routes.
3. Continue to charge fees for school transportation, and keep these fees at the current level. Fee levels should be evaluated annually.
4. Ensure that the Special Education Department assigns aides only to those students (bus routes) who require them as a condition of their medical or behavioral need. Reduce the overall number of bus aides.
5. Bid bus routes at actual times including pretrip inspection and sweep/clean time. Pay drivers for bus fueling on a supplemental time sheet, rather than including it as a daily portion of the route time..
6. Evaluate the rate charged for field trips to ensure it is sufficient to cover costs, but avoid overcharging schools for the service.

# Routing and Scheduling

Administrative Regulation (AR) 3541 establishes a transportation nonservice zone (distance as the crow flies from a school where transportation is not provided) for K-5 students and eligibility for Camp Pendleton 6-12 students as follows:

K-5: 2 miles

6-12: Students who reside within Camp Pendleton but whose home school is located off-base.

This policy applies to general education transportation, not special education that is dictated individually from each student's IEP, if applicable. The criteria for middle and high school students appears to be followed based on inspection of the bus routes. The district should evaluate and amend the criteria for K-5 general education transportation eligibility since it appears that the existing policy would provide transportation service to more than the current number of students.

School transportation nonservice zones are not intended to reduce student safety, but provide reasonable service limits. Parents are ultimately responsible for ensuring the safety of their children who are traveling to and from school or a school bus stop.

The district has five general education bus routes that serve a total of approximately 428 students: 192 from Camp Pendleton, 92 for San Luis Rey, 100 for Crown Heights and 44 English as a second language students.

Thirty-one special education routes serve 346 students. In addition, eight special education students are not transported on district routes but are served through a contract with Zum, a for-profit provider, on four routes. Parents transport one special education student in lieu of receiving district-provided transportation, and they are reimbursed for their mileage. The district does not have a contract that formalizes this arrangement and protects the district's liability. The document attached as Appendix B to this report is a sample contract for district use.

Many general education and special education bus routes have two runs in the morning and two in the afternoon. A run consists of a bus picking up students in the morning, bringing them to school and reversing that in the afternoon. The district has a modest separation of bell time starts that allows this to occur and creates greater route efficiency. Most middle schools and high schools have a 7:30 a.m. bell time with the early-start elementary schools beginning at 8:15 a.m. and later-start elementary schools beginning at 8:55 a.m. Most schools have an early dismissal on Wednesdays for staff common planning time except the middle schools, which have their early dismissal day on Mondays. The Transportation Department transports students at their dismissal times on those days. This creates additional transportation staff costs on Mondays and Wednesdays to accommodate the difference in the middle school dismissal time. The district could eliminate that cost by having early dismissals for all schools on Wednesdays (or a common day), ensuring that the separation between dismissal times remains similar compared to a regular day.

Special education transportation is determined at each student's IEP meeting and is based on each pupil's specific need to access educational opportunity (a "related service") according to the concepts of a free appropriate public education (FAPE) and a least-restrictive environment (LRE). These are stipulated in the Federal Individuals with Disabilities Education Act (IDEA).

Case managers (teachers, administrators, program specialist) conduct the IEP meeting with each family. Since approximately January 2019 of the 2018-19 school year, the case managers have utilized a chart known as a "decision tree" to determine the appropriateness of transportation. If transportation is determined to be a required related service, parents are requested to complete the transportation request form

found on the district's website. Having parents correctly complete a transportation request form is rare. Completing this form in the IEP meeting instead ensures it is correct and contains all the appropriate information. The clerical staff in the Special Education Department evaluates the request, ensures it meets the IEP requirements and includes other valuable information (medical issues, medications, assistive devices, etc.), and releases it to the Transportation Department to schedule transportation service. The Transportation Department also has read-only access to the district's Special Education Information System (SEIS) to better prepare for the student.

Over the recent years, the number of special education students who require transportation has declined, indicating that the IEP process is effective in ensuring that only students who actually need the service receive it. The data is shown in the table below:

2017-18	518
2018-19	473
2019-20	346

Since the district has 31 district bus routes, the 2019-20 figure amounts to a count of approximately 11.2 special education students per route. Although this is a fairly efficient loading factor, a higher number of students per route would be expected in this relatively compact suburban school district. One factor that can affect this loading is bell time separation. The dispatchers have indicated that the separation between one bell tier and the next does not allow them to fully load the bus. Another factor is the maximum allowable ride times. The Transportation Department reported that the district has no strict policy on ride times for special education students. Although many school districts strive to keep the longest rides at or below one hour, extending the ride times can also increase the department's ability to maximize ridership on bus routes. Allowing a bus route to drop off up to 15 minutes before bell time in the morning or pick up 15 minutes after the afternoon bell time extends the ability of the Transportation Department to maximize ridership on special education bus routes. The dispatchers can likely create more efficient bus routes if they utilize the above strategies.

The department has a computerized bus routing program called Edulog, but the dispatchers do not appear to use it to its full potential in optimizing bus routing. The department books and performs approximately 1,200 field trips and athletic trips per year utilizing a field trip software program called Transportation Operations Manager. The program books trips, generates a driver trip sheet, and allows school staff to electronically enter field trip requests. Drivers utilize the sheet to log the miles and time, and the dispatchers invoice the trip to the appropriate department. When a district bus is not available for a trip, the school is responsible for booking a charter bus. The district has contracts with Santa Barbara Transportation (Student Transportation of America or STA) and Durham School Services. Both companies utilize school buses for their field trip services. The department indicated it will soon take responsibility for booking these charter buses for the schools. This is a best practice that ensures control and reduces the district's liability exposure. The department performs some community recreation or community benefit trips, which is a common practice. School districts across the state generally support the needs of organizations such as the YMCA, community fundraisers, and youth community recreation.

Bus drivers accrue vacation time and are allowed to take leave during the school year when school is in session, a practice prohibited by many districts. Other districts include vacation days in the total number of paid days per year, divided by the number of months drivers receive a paycheck, and pay for the vacation time rather than allow drivers to use it during the school year. School bus drivers have the winter, spring and summer breaks to take vacations. Allowing drivers to take vacation when school is in session hinders the department's ability to cover all its bus routes every day. Six substitutes report to work every day and are rarely without an assignment. This indicates a daily absenteeism rate (whether with appropriate leave or

not) of at least 16.6% of the driving staff, which is high. The department reports that it often has more than six absent drivers per day, requiring the dispatchers to consolidate routes and run them late, affecting the students' full educational day.

## Recommendations

*The district should:*

1. Evaluate and amend Administrative Regulation 3541 to reflect the actual service eligibility for K-5 elementary students.
2. Move all school's early dismissal day to Wednesdays or another common day.
3. Consider completing transportation request forms in the IEP, instead of having the parents do this online later.
4. Maximize the average number of students per special education route by slightly extending ride times and utilizing the early drop-off and late pick-up strategies mentioned above to reduce the total number of bus routes.
5. Ensure that appropriate staff are fully trained to utilize Edulog to its fullest potential to develop the most efficient bus routes.
6. Consider negotiating to eliminate drivers' ability to take vacation days when school is in session.

# Staffing

The Transportation Department is staffed as follows:

- One director of transportation
- One fleet manager (unfilled since the director promoted from this position)
- One administrative secretary
- One lead dispatcher
- Two dispatchers
- One driver instructor
- Three equipment mechanics
- One service worker II
- Thirty-six part-time school bus drivers (one is an eight-hour-per-day/11-month driver instructor who drives a route)
- Six part-time substitute school bus drivers

This is appropriate staffing for an operation of this size. Some dispatchers, the driver instructor and the transportation director are also certified school bus drivers who can drive routes.

Dispatch is covered from 4:30 a.m. to 5 p.m., and shop shifts range from 5 a.m. to 4:30 p.m. The department reported that the last afternoon route to the bus yard is usually finished by 4:10 p.m. This is appropriate coverage to ensure communication with all drivers when they are on bus routes. The department has a procedure to communicate with drivers who perform field trips at night or on weekends or holidays.

The department should leave the fleet manager position unfilled, but consider creating a shop supervisor position that can also perform some vehicle maintenance. If a current mechanic is promoted to the shop supervisor position, another mechanic should be hired to backfill the position. The supervisor position should be created and filled only if the department takes responsibility for all nonschool-bus (support fleet) maintenance as articulated below. Although a minor consideration, the classification of “equipment mechanic” would usually be utilized for mechanics working on mowers, trimmers, floor scrubbers and a variety of other equipment. The district should consider retitling this classification to fleet mechanic or fleet technician. The mechanics are responsible for maintaining all the school buses and approximately 10 of the district’s support fleet. A single mechanic in another shop in the Maintenance and Operations Department maintains the remainder of this fleet. This fleet consists of approximately 50 vehicles, 30 utility carts, 12 equipment trailers and a variety of mowers, trimmers and other equipment. A few years ago, the Transportation Department shop maintained all of these support vehicles and this equipment, but a decision was made to assign these vehicles and this equipment to a mechanic supervised by the maintenance and operations director. The operation would be more productive and streamlined if all the vehicles and equipment were maintained by the Transportation Department shop with all mechanics participating. This would require the other equipment mechanic to join the transportation shop.

It is unusual to have substitute drivers report to work every morning and afternoon with a guarantee of six hours per day. Substitutes for most districts work on an on-call basis, are generally not covered by the collective bargaining agreement and do not receive the step raises articulated in the contract. They also do not receive employer-paid health and welfare benefits accrue vacation time, or benefit from holiday pay. Some school districts create floater or standby driver positions, regular employees who receive contract

benefits, to perform the additional work necessary for the department to function smoothly. These positions also allow the department to perform more district field trips. If substitute drivers are really needed every day, the district should consider making them regular positions.

The district has not regularly performed employee evaluations for years. However, the new human resources director has reinstituted a process that requires a written performance evaluation for each employee every other year. For the bus drivers, this usually requires a ride-along evaluation by a state-certified school bus driver instructor.

## Recommendations

*The district should:*

1. Consider retitling the equipment mechanic classification to fleet mechanic or fleet technician. Create a shop supervisor position if the next recommendation is followed.
2. Consider placing all vehicle and equipment maintenance back in the Transportation Department shop. Transfer the existing equipment mechanic to the Transportation Department to perform these duties.
3. Consider creating regular floater or standby positions to act as substitute drivers as necessary.

# Driver Training and Safety

School bus driver training in California is highly regulated. Prospective school bus drivers must receive a minimum of 20 hours of classroom training and 20 hours of behind-the-wheel training (E.C. 40080-40089) on curriculum developed by the California Department of Education's Office of School Transportation (CDE-OST). It generally takes approximately 35 hours to teach all the classroom training units and can take at least that amount for behind-the-wheel training. In addition, every year school bus drivers must receive a minimum of 10 hours of in-service training that can be conducted only by a state-certified school bus driver instructor (E.C. 40084.5). Behind-the-wheel training may legally be provided by a delegated behind-the-wheel instructor, which is another certification by the CDE's Office of School Transportation. The training must be meticulously recorded. In addition, school bus drivers must submit to a background check (fingerprinting) for licensing and for employment, and drug and alcohol testing in compliance with Federal Department of Transportation (DOT) rules (49 CFR 382).

The study team reviewed the district's driver training records, and they appear to be in order with no significant deficiencies, indicating that the driver instructors are effective in keeping the department's drivers up to date on required training.

A Transportation Safety Plan in compliance with most previous elements of E.C. 39831.3 is in place and is very comprehensive. However, the plan must be revised to include new child check requirements now contained in E.C. 39831.3 to ensure that drivers check their bus at the conclusion of each route or run to ensure that no child is left on the bus unattended. A plan must be in place and available for inspection by a CHP officer at each school.

The district's "School Bus Team Handbook" was recently revised and is a comprehensive guide for bus drivers and department employees on the department's expectations, practices and procedures. The handbook does not mention the department's child check procedures and should be updated to do so.

According to E.C. 39831.5, school bus emergency evacuation drills and student safety instruction must be performed annually, and specific records kept for students in grades K-6. Specific safety information must also be announced before every field trip. The Transportation Department is aware of these regulations and has conducted and properly documented these drills.

The Transportation Safety Plan includes a limited visibility policy in compliance with Vehicle Code 34501.6. This law requires such a policy and gives drivers the discretionary authority to cease operation of the vehicle when visibility is less than 200 feet.

The district had a total of 17 bus accidents or collisions in the 2016-17 school year, nine in 2017-18 and seven 2018-19. Those that occur when students are aboard are termed "school bus accidents," and require the CHP to investigate, document and prepare a report. "School bus accidents" are usually a smaller percentage of the total accidents in most school districts (accidents with students aboard, and those without) After each accident, the driver instructor prepares an evaluation and provides appropriate remedial training for the driver.

The driver instructor also reported that she manages the DMV Employer Pull Notice Program. This program requires each commercial driver to be enrolled so the district receives annual reports of a driver's record, and a report when an accident or moving violation occurs. Although not required by law, Maintenance and Operations staff and any other district employees who drive district vehicles are also enrolled. However, the driver instructor is concerned that she may not receive timely notification when other department employees who drive district vehicles are hired or resign/retire.

The district allows parents to drive students on field trips in their personal vehicles (AR 3541.1). Parents are not enrolled in the pull notice program. The district should consider enrolling parent volunteer drivers to ensure it receives information on their driving record.

The transportation director oversees the federal DOT drug and alcohol testing, is a school bus driver and is included in the list of drivers eligible for random tests. However, the district has no procedure to ensure the director immediately reports for a test if her name appears on the list that is submitted for a random test. This can be accomplished by notifying the Human Resources Department of this requirement, and ensuring that the drug and alcohol testing management company knows this and develops a process to notify someone else when the transportation director's name is listed for a random test.

Drivers must demonstrate proficiency on any commercial vehicle before driving it unsupervised on the road, according to 13 CCR 1229. Records must be maintained of each vehicle and the drivers proficient on it. The district has and maintains these records. Driver instructors generally perform the proficiency training and certification, and the department is aware that drivers must be proficient to drive each specific vehicle.

The department provides annual in-service training at the beginning of each school year. Included is first aid and CPR training, along with orientation information. However, some annually required trainings are not provided such as those on the Hazardous Materials Identification System (HMIS), blood-borne pathogens, Senate Bill (SB) 198, sexual harassment prevention and drug and alcohol program requirements. The district's Human Resources Department does have an online training program for the annual Child Abuse Reporting training. Monthly in-service meetings are scheduled for approximately one hour each and contain valuable information for school bus drivers and staff. Original classroom training is provided for new bus driver candidates when scheduled by the department, and renewal classroom training is required for any driver in the last year of his or her school bus certificate validity. A minimum of 10 hours is required for renewal. These individuals are typically included in an original class and attend when the specific, required units of instruction are taught. Driver ride-alongs and evaluations were performed as noted in the staffing section.

The district continually advertises for school bus drivers, and the department placed a banner on the bus yard fence that is visible to passing traffic indicating that these positions are continuously recruited. Original training for applicants occurs when the department determines a need. Unfortunately, when individuals apply for such a position, they are looking for work immediately, in most cases. School bus driver training can take several months, which makes it difficult for candidates who need immediate work and an income. When applications are collected and held for months before a class is scheduled, many candidates are no longer available. This was evidenced, as the district reported, that it had a list of 25 candidates for a class that just began when FCMAT visited the district. However, there were only approximately six candidates who were interested in the training.

Specialized training for special education bus drivers provided by program specialists or psychologists in the Special Education Department has not occurred in recent years. Training relative to student disabilities and challenges and useful strategies to mitigate behaviors on a school bus should be provided by the Special Education Department annually. This will become increasingly important as the Special Education Department works to reduce the number of bus aides assigned to students.

There are some passenger vans assigned to special education teachers at school sites. These vans are utilized for 18-22 year old students in the Transition programs that often go out into the community on trips and for training. These drivers do not receive any defensive driver training. The drivers instructors should create such training, and the district should require that any district employee who drives students in a district vehicle receive defensive driver training as a reasonable risk management practice.

# Recommendations

*The district should:*

1. Update the Transportation Safety Plan and School Bus Team Handbook to include child check procedures.
2. Enroll in the DMV pull notice program all district employees who drive a district vehicle. Consider enrolling parent volunteer drivers. Ensure that district employees who resign or retire are removed from the program.
3. Create a procedure with the drug and alcohol testing management company to ensure that the transportation director is immediately tested if her name is pulled for a random drug or alcohol test.
4. Ensure that all annually required safety trainings occur.
5. Keep continual contact with school bus driver candidates. Ensure they receive accurate information relative to the length of training and when classes will begin.
6. Provide annual training for special education drivers specific to student disabilities and strategies to mitigate behaviors on a school bus.
7. Ensure that the driver instructors create a defensive driver training program and require that district employees who drive students in a district vehicle receive this training.

# Vehicle Maintenance, Fleet and Facilities

## Vehicle Maintenance

The California Highway Patrol (CHP) Motor Carrier Inspector Unit annually inspects buses and records related to vehicle maintenance, drivers, driver timekeeping and federal drug and alcohol testing. The unit produces a report of findings entitled the “Safety Compliance Report/Terminal Record Update” or more commonly known as the “Terminal Grade.”

The most current inspection occurred on May 24, 2019, and the district received a grade of satisfactory as it did for the three previous annual inspections. “Satisfactory” is the highest grade awarded to any motor carrier, indicating general compliance with laws and regulations governing school bus safety. An “unsatisfactory” grade is very serious. In each case, CHP clearly advises that a failure to correct the deficiencies can result in a recommendation to the Public Utilities Commission (PUC) to revoke the district’s motor carrier operating authority, filing a complaint with the district attorney for potential prosecution, and filing an injunction. Charges can be brought against the board and the superintendent for failure to address these issues.

The state requires school buses to be inspected every 45 days or 3,000 miles, whichever occurs first, according to Title 13 of the California Code of Regulations, Section 1232 (13 CCR 1232). The district has a software program named “Dolphin Fleet Management” that maintains inspection and maintenance data. Although the software can notify the department of upcoming inspections, the department continues to regularly record vehicle mileage on an Excel spreadsheet to ensure that either the 45-day or 3,000-mile parameters are not exceeded. FCMAT inspected the district’s vehicle maintenance records and determined that the department performs these inspections just before they are due. The service worker II completes most of the inspections and generates an inspection form and a work order for each. He generates an additional work order for any necessary repairs. The inspections are referred to as “A” inspections. The department also performs “B” inspections that would generally include an oil and filter change, lubrication of the chassis, and any other scheduled preventive maintenance work.

Drivers are required to perform a daily pretrip inspection with the aid of an electronic inspection device called Zonar. If a driver discovers a defect, he or she reports it in Zonar, which generates a work order report for these issues. If a driver finds an immediate safety defect, he or she reports it in Zonar and to the dispatcher on duty so the shop can assign another bus. The shop responds to these safety defects immediately. Other nonsafety-related defects are repaired when the mechanics have time or during the 45-day, 3,000-mile inspection.

Work orders are entered into the Dolphin Fleet Management software. The mechanics indicated that Dolphin is old and does not coordinate the generation of work orders with Zonar. The department also does not generate any useful management information reports. Shop employees indicated that the program does not merge labor, parts and inventory well on work orders. Dolphin actually can coordinate with Zonar and generate useful reports, but the district likely has not paid for the annual software licensing agreement and may not have the most updated version. This is a robust program and can be useful for the shop.

The department performs and maintains an inventory of parts, tires and equipment in the shop, and the inventory is maintained in Dolphin. The value of the inventory is \$135,874, which is a reasonable level for a fleet of this size.

Recent state legislation requires districts to install some type of compliant electronic device to check for sleeping children on the bus after each run or route. The shop employees have installed these devices on each district bus, a time-consuming task that required approximately eight hours of labor for each bus.

Some passenger vans are utilized to transport special education students, but the transportation shop does not maintain these vehicles. Instead, they are maintained by the support fleet mechanic employed in the Maintenance and Operations Department. These vans should be maintained to the same standards as a school bus to protect the district's exposure to liability in transporting students.

## Fleet

The district's fleet has 59 school buses with an average age of 14.5 years, indicating it is relatively old. The 16 oldest buses are 1993, 1997 and 1998 units and one from 1999. The district should take reasonable measures to replace these buses as necessary when funds are available and budgeted. The district operates only 36 routes and field trips, but has a fleet of 59 buses. Approximately 45 school buses would satisfy the actual need. As the district's needs changed, transportation service became more heavily concentrated in special education, which has approximately 35 smaller buses (part of the total number of buses), 21 with wheelchair lifts. It will be important to maintain an adequate fleet of special education buses, a sufficient number with wheelchair lifts and spares of each type. Bus replacement grants have been available over the years from the state's Air Resources Board, the California Energy Commission and other entities. At present, a bus replacement grant solicitation is funded by the Volkswagen Mitigation Trust and implemented by the California Air Resources Board. The district has not aggressively pursued these grants, funding most bus replacement from the district's general fund.

The Transportation Department shop also maintains approximately 10 support fleet vehicles for the Warehouse and Food Services departments. Another mechanic in the Maintenance and Operations Department maintains the remaining support fleet vehicles (50), utility carts (30), trailers (12) and equipment such as mowers and trimmers. All these other vehicles and pieces of equipment were maintained in the Transportation Department shop, but they were transferred from that operation along with one mechanic a few years ago. For the sake of streamlined productivity and the uniformity of a preventive maintenance program, the Transportation Department should maintain all these vehicles, and the mechanic should be transferred to that department.

## Facilities

The bus maintenance facility is functional, relatively clean, outfitted with necessary tools, and appropriate for maintenance service for the number of vehicles in the district. The district provides necessary hand tools along with larger and specialty implements and computerized diagnostic equipment.

The Transportation Department facility does not have conventional fuel on site. All district vehicles that operate with gasoline or diesel are fueled at a nearby commercial cardlock station. Each vehicle has a unique fuel card programed to that vehicle. To dispense fuel, the employee must also enter mileage information. The fuel invoices are inspected by the various departments before approval for payment. Security appears reasonable to prevent theft of fuel. Bus driver time for fueling is generally incorporated into bid time for the route.

The department also operates a few buses fueled by compressed natural gas. The department operates a compressor on-site and has an appropriate number of slow-fill fueling sites located at each parking space for each of these buses. Slow-fill re-fueling for school buses is the most cost-effective as buses have the time between routes in the morning and afternoon, and all night to fuel.

The district does not have an approved area for bus washing. Although it has an area designated for this purpose, it is not connected to the facility's separator, which would separate relatively clean water from oil, grease and dirt. The clean water from a separator would generally enter the sewer system to be treated by the local municipal wastewater treatment plant. The shop drains are connected to a separator. The bus wash area would need to have a permanent cover and sides to comply with regulations. Instead, the district contracts with a portable bus wash company that installs a protective berm around each bus it washes to recover any contaminated water. Buses are washed once a month. Considering the age of the fleet, the buses generally appear clean, representing the district well.

The district complies with the state's Stormwater Pollution and Prevention Plan. A few years ago, the district came under scrutiny regarding this plan and its permit. Contaminated water was entering the storm drains, and the state required additional mitigation for compliance. Subsequently the district has done significant facility work to ensure that any water flowing into storm drains is clean and will not contaminate local waterways.

The shop has a couple of old in-ground, heavy-duty vehicle lifts. The shop staff reported that it is difficult to find parts for them because of their age. The district should contract for annual safety inspections of these old lifts and consider purchasing a set of above-ground vehicle lifts, which are useful and popular.

## Recommendations

*The district should:*

1. Contact the Dolphin Fleet Management software company to determine what is necessary to upgrade to the most current version and integrate it with Zonar.
2. Maintain the district's passenger vans to the same standards as a school bus.
3. Apply for bus replacement grants or dedicate district resources to replacing aging school buses. Reduce the fleet to approximately 45 buses, and ensure a proper balance of coaches for general education and trips, ambulatory and wheelchair special education buses.
4. Ensure the Transportation Department shop performs all vehicle and equipment maintenance.
5. Contract for annual safety inspections of the in-ground vehicle maintenance lifts. Consider purchasing a set of above-ground vehicle lifts.

# Appendices

## **Appendix A – CDE Advertisement Letter**

## **Appendix B – Sample Contracts**

## **Appendix C – Study Agreement**

# Appendix A



[Home](#) / [Finance & Grants](#) / [Allocations & Apportionments](#) / [Categorical Programs](#)

## California Department of Education Official Letter

June 12, 2015

Dear County Superintendents of Schools:

### FEES FOR PUPIL TRANSPORTATION

The governing board of any school district that provides transportation of pupils to and from school, in accordance with California *Education Code (EC)* Section 39807.5, may require parents and guardians to pay a portion of the transportation costs with two exceptions as discussed below. Fee amounts are determined by the governing board and shall be no greater than the statewide average non-subsidized cost of providing this transportation to a pupil on a publicly owned or operated transit system. For the purpose of this section, non-subsidized cost means actual operating costs less federal subsidies.

#### Maximum Rates

The State Superintendent of Public Instruction, in cooperation with the Department of Transportation, is required to determine the maximum amount of fees that parents or guardians may be charged for pupil transportation (*EC* Section 39807.5). The maximum rates apply to pupil transportation for regular day students, and students in regular full-time occupational training classes as provided by a regional occupational center or program.

The maximum allowable rates below are expressed on a "cost per passenger trip" basis. The daily round trip pupil transportation cost is twice the cost per passenger trip rate.

Cost per passenger trip: \$4.91

Daily round trip cost: \$9.82

#### Limit on Total Fees Collected

The sum of state aid received and the parent fees collected in a fiscal year shall not exceed the actual operating costs of pupil transportation in the same fiscal year (*EC* Section 39809.5). In computing whether excess fees were collected by a school district in a fiscal year, any fee revenue plus state transportation apportionments received by the district should be subtracted from the approved transportation costs. If the result is a negative number, then excess fees were collected and the school district must reduce its fees in succeeding years.

10/21/2019

Fees for Pupil Transportation FY 2015-16 - Categorical Programs (CA Dept of Education)

In addition, the school district should also certify to the county superintendent that the school district levied fees in accordance with law, and where appropriate, fees have been reduced and excess fees eliminated (*EC* Section 39809.5).

**Exclusions and Limitations**

State law requires district governing boards to exempt certain pupils from any transportation fee, specifically:

1. Individuals with exceptional needs whose individualized education program requires the local educational agency to provide transportation services (*EC* Section 39807.5[e]).
2. Pupils whose parents or guardians are indigent as set forth in rules and regulations adopted by the governing board (*EC* Section 39807.5[d]).

If you have questions regarding the information provided in this letter, please contact Julie Klein Briggs, Fiscal Consultant, Office of Categorical Allocations and Management Assistance, by phone at 916-323-6191 or by e-mail at [jbriggs@cde.ca.gov](mailto:jbriggs@cde.ca.gov).

Sincerely,

Peter Foggato, Director  
School Fiscal Services Division

Last Reviewed: Friday, February 22, 2019

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MR. DOUGLAS MARQUAND  
ASSISTANT SUPERINTENDENT  
ADMINISTRATIVE SERVICES

MR. JEFFREY TOOKER  
ASSISTANT SUPERINTENDENT  
EDUCATIONAL SERVICES

MS. LILA McALLISTER  
DIRECTOR OF CHILD NUTRITION SERVICES

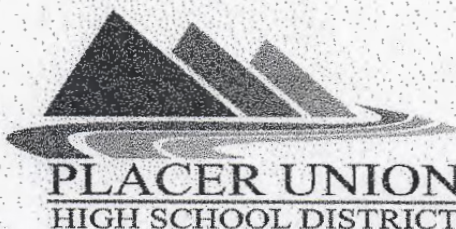
MR. GREGG RAMSETH  
DIRECTOR OF TECHNOLOGY & ASSESSMENT

MR. GREGG ROBERTS  
DIRECTOR OF CONSTRUCTION MANAGEMENT  
& FACILITY PLANNING

MS. SANDRA RUSSO  
DIRECTOR OF BUDGET & ACCOUNTING

DR. LORENA SPITZER  
DIRECTOR OF PUPIL SERVICES

MR. ERIC VEREYKEN  
DIRECTOR OF HUMAN RESOURCES



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MR. DAVE HORSEY  
SUPERINTENDENT

CHANA HIGH SCHOOL

COLFAX HIGH SCHOOL

DEL ORO HIGH SCHOOL

FORESTHILL HIGH SCHOOL

MAIDU HIGH SCHOOL

PLACER HIGH SCHOOL

PLACER SCHOOL FOR ADULTS

This Agreement is made between the Placer Union High School District, hereinafter referred to as "District," and XXX, parent of XXXX, hereinafter referred to as "Parent."

District is a school district in the County of Placer, State of California, and has its principle place of business at 13000 New Airport Drive, Auburn, California, 95603.

Elena DalFavaro, Coordinator of Certificate Bound Programs, and parent have discussed and agreed that it is in the best interest of the child, and the PUHSD to maintain the past arrangement Parent had with Placer Hills Union School District and reimburse Parent for the transportation of their child to and from the bus stop or school.

1. **Term:** This Agreement shall commence on XXXXXX, 2012, and shall continue until XXXXX, 2013. This Agreement may be terminated by either party with Sixty (60) day's written notice to the other party. Should there be a material breach in this agreement, this contract may be terminated with ten (10) day's written notice to the other party.
2. **Services:** Parent has agreed to transport their child from their residence to the school bus transfer stop at the Raley's shopping center located at 13384 Lincoln Way, Auburn CA. In addition, when District school bus transportation is not scheduled to operate, but the child's school is in session, Parent shall transport their child to and from their residence to the Placer Learning Center (PLC) located at 5477 Eureka Rd. #2, Granite Bay, CA 95746.
3. **Expenses:** Parent shall be responsible for all expenses and provide all the necessary equipment, supplies and/or materials necessary to render services pursuant to this Agreement. Parent agrees at all times to comply with all applicable ordinances, laws, and regulations as they relate to the execution of this Agreement.
4. **Fee:** For the services rendered pursuant to this Agreement, Parent shall be entitled to reimbursement for the cost of transportation based on the current (2012) IRS per mile reimbursement rate of \$ 0.555. Parent shall be paid within 4 weeks after receipt, and District approval, of the mileage reimbursement request form (attached).
5. **Licenses:** As an independent contractor, it shall be the sole responsibility of Parent to maintain the appropriate California Driver's License and automobile insurance as required by law.
6. **Insurance and Taxes:** Parent shall be an independent contractor and not an agent or employee of District under this Agreement. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of Parent to account for all of the above liabilities.
7. **Indemnification & Hold Harmless Agreement:** The District and Parent hereby respectfully agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless the other party and its board of trustees, officers, agents, invitees and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities arising from any accident, death or injury whatsoever or however caused to the other Parties person or property, due to, arising out of, or related to the negligence of the other Party.
8. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Douglas Marquand, Placer Union High School District

Date:

## Appendix B

*Consortium Member District Letterhead*  
**TRANSPORTATION AGREEMENT**  
 (For contracting with Parents or Guardians)

**THIS AGREEMENT** is entered into this Date: \_\_\_\_\_, between *district*, hereinafter called the District, and Parent hereinafter called the Contracted for (Student Name) hereinafter referred to as the Pupil.

**WITNESSETH:**

**WHEREAS**, the District has agreed to transport a student to ( ) for special education and/or related services to the Pupil identified above, pursuant to Education Code Sections 56030-5640 or 56300-56367; and

**WHEREAS**, it has been determined that the Contracted will transport the Pupil to and from ( ) for the 2009-2010 school year.

**NOW THEREFORE** the District and Contracted hereby agree as follows;

The District shall reimburse the Contracted for the transportation of the Pupil to and from the school the sum of the current IRS mileage rate payable upon presentation of an itemized mileage report to the District Business Manager. Payment shall be made as soon as possible in the month succeeding that in which the transportation was performed.

Total number of miles per day to be reimbursed will not exceed ( ). It is expressly understood and agreed to by both parties that the Contracted, while performing services under the Agreement, is an independent contracted and is not an officer, agent, or employee of the District.

The Contracted shall defend, save harmless, and indemnify the District and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of the Contracted, its agents or employees. Proof of automobile insurance shall be presented to the Business Manager prior to completing this contract.

Service under this Agreement shall commence on ( ) and shall terminate on ( ). Inclusive, unless terminated sooner. **Reimbursement forms to be submitted monthly.**

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the date and year first above written.

*District*

**CONTRACTED**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Appendix C

# FCMAT

FISCAL CRISIS & MANAGEMENT  
ASSISTANCE TEAM

### FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT September 9, 2019

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Oceanside Unified School District, hereinafter referred to as the district, mutually agree as follows:

#### 1. BASIS OF AGREEMENT

The team provides a variety of services to local education agencies (LEAs). The district has requested that the team assign professionals to study specific aspects of the district's operations. These professionals may include staff of the team, county offices of education, the California Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

In keeping with the provisions of Assembly Bill 1200, the county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

#### 2. SCOPE OF THE WORK

##### A. Scope and Objectives of the Study

1. Conduct an organizational and staffing review of the Transportation Department and make recommendations for staffing improvements or reductions, if any.
2. Review the operational processes and procedures of the Transportation Department, including operations, vehicle maintenance, and safety and training, and make recommendations for improved efficiency, if any.
3. Review the district's current transportation fee structure and make recommendations for improved fiscal efficiencies, if any.
4. Using three other suburban school districts with transportation programs similar in size to that of Oceanside USD, compare and assess the number and percentage of students transported and the cost per student and bus, taking into account various differences in state and local funding.

5. All recommendations will include the assumption that the student transportation that is provided under an MOU with the City of Oceanside will continue only through the end of the 2019-20 school year.

**B. Services and Products to be Provided**

1. Orientation Meeting - The team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review - The team will conduct an on-site review at the district office and at school sites if necessary.
3. Exit Meeting - The team will hold an exit meeting at the conclusion of the on-site review to inform the district of significant findings and recommendations to that point.
4. Exit Letter – Approximately 10 days after the exit meeting, the team will issue an exit letter briefly memorializing the topics discussed in the exit meeting.
5. Draft Report - Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
6. Final Report - Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.
7. Follow-Up Support – If requested by the district within six to 12 months after completion of the study, FCMAT will return to the district at no cost to assess the district's progress in implementing the recommendations included in the report. Progress in implementing the recommendations will be documented to the district in a FCMAT management letter. FCMAT will work with the district on a mutually convenient time to return for follow-up support that is no sooner than eight months and no later than 18 months after completion of the study.

**PROJECT PERSONNEL**

The FCMAT study team may include:

<b>A.</b>	<b><i>To be determined</i></b>	<b><i>FCMAT Staff</i></b>
<b>B.</b>	<b><i>To be determined</i></b>	<b><i>FCMAT Consultant</i></b>
<b>C.</b>	<b><i>To be determined</i></b>	<b><i>FCMAT Consultant</i></b>

**PROJECT COSTS**

The cost for studies requested pursuant to Education Code (EC) 42127.8(d)(1) shall be as follows:

- A. \$800 per day for each staff member while on site, conducting fieldwork at other locations, preparing or presenting reports and participating in meetings. The cost of independent FCMAT consultants will be billed at their actual daily rate for all work performed.
- B. All out-of-pocket expenses, including travel, meals and lodging.
- C. The district will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon the district's acceptance of the final report.

**Based on the elements noted in section 2A, the total not-to-exceed cost of the study will be \$19,100.**

- D. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent, located on 1300 17<sup>th</sup> Street, City Centre, Bakersfield, CA 93301.

#### **RESPONSIBILITIES OF THE DISTRICT**

- A. The district will provide office and conference room space during on-site reviews.
- B. The district will provide the following if requested:
  - 1. Policies, regulations and prior reports that address the study scope.
  - 2. Current or proposed organizational charts.
  - 3. Current and two prior years' audit reports.
  - 4. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.
  - 5. Documents should be provided in advance of fieldwork; any delay in the receipt of the requested documents may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

## 6. **PROJECT SCHEDULE**

The following schedule outlines the planned completion dates for different phases of the study and will be established upon the receipt of a signed study agreement:

Orientation:	to be determined
Staff Interviews:	to be determined
Exit Meeting:	to be determined
Draft Report Submitted:	to be determined
Final Report Submitted:	to be determined
Board Presentation:	to be determined, if requested
Follow-Up Support:	if requested

## 7. **COMMENCEMENT, TERMINATION AND COMPLETION OF WORK**

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a draft report and a final report. Prior to completion of fieldwork, the district may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the district does not provide written notice of termination prior to completion of fieldwork, the team will complete its work and deliver its report and the district will be responsible for the full costs. The district understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the district shall not request that it do so.

## 8. **INDEPENDENT CONTRACTOR**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

## 9. INSURANCE

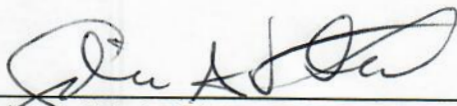
During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. FCMAT shall provide certificates of insurance, with Oceanside Unified School District named as additional insured, indicating applicable insurance coverages upon request prior to the commencement of on-site work.

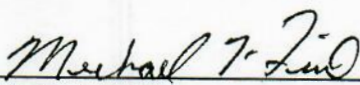
## 10. HOLD HARMLESS

FCMAT shall hold the district, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

## 11. CONTACT PERSON

Name: Shannon Soto  
Deputy Superintendent, Administrative Services  
Telephone: (760) 966-4047  
E-mail: [Shannon.Soto@oside.us](mailto:Shannon.Soto@oside.us)

  
\_\_\_\_\_  
Julie A. Vitale, Ph.D., Superintendent      9-9-19  
Oceanside Unified School District      Date

  
\_\_\_\_\_  
Michael H. Fine,      September 9, 2019  
Chief Executive Officer      Date  
Fiscal Crisis and Management Assistance Team