



# ORLEANS PARISH SCHOOL BOARD

Procurement Department  
2401 Westbend Parkway, Suite 5055  
New Orleans, LA 70114  
Telephone (504) 304-3917 | FAX (504) 309-2879  
*Paul A. Lucius, Executive Director of Procurement*

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**REQUEST FOR PROPOSAL NO. 24-0066**

**STUDENT TRANSPORTATION AND MANAGEMENT SERVICES**

**ELECTRONIC PROPOSAL SUBMITTAL DEADLINE:**

**TUESDAY, APRIL 9, 2024 @ 12:00 P.M.**

**VIRTUAL PRE - PROPOSAL MEETING: FRIDAY, MARCH 15, 2024 @ 10:00 A.M.**

**PROPOSER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME (PRINT OR TYPE):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TERMS:** \_\_\_\_\_

**ORLEANS PARISH SCHOOL BOARD  
Procurement Department  
2401 Westbend Parkway, Suite 5055  
New Orleans, Louisiana 70114**

**ADVERTISEMENT**

**REQUEST FOR PROPOSAL NO. 24-0066**

**STUDENT TRANSPORTATION AND MANAGEMENT SERVICES**

Electronic Responses to Request for Proposal relative to the above will be received via email submission to the Procurement Department for the Orleans Parish School Board (“OPSB” or “the District”) at 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114 until **12:00 P.M. (CST) on Tuesday, April 9, 2024.**

Specifications and qualifications are found in the RFP documents and may be obtained by visiting the District’s website at [www.nolapublicschools.com](http://www.nolapublicschools.com). All questions regarding this RFP shall be directed to the Executive Director of Procurement at [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com).

The District will host a Virtual Pre-Proposal meeting to be held on **Friday, March 15, 2024, at 10:00 A.M. (CST)**. The Virtual link can be found below:

Register in advance for this meeting:

<https://us06web.zoom.us/meeting/register/tZAudO2opz8iGNzdxg0s7pQhoGHqQ8mtuP0v>

The District reserves the right to reject any or all Responses to Request for Proposal whenever such rejection is in its best interest in accordance with law. The provisions and requirements of this advertisement shall not be waived.

**NOLA Public Schools shall make every effort to provide reasonable accommodations for persons with disabilities. The requests for any reasonable accommodation shall be submitted in writing to the Executive Director of Procurement, no less than seven (7) days in advance of any meetings.**

Paul A. Lucius  
Executive Director of Procurement

**FIRST INSERTION DATE: THURSDAY, FEBRUARY 29, 2024**  
**SECOND INSERTION DATE: THURSDAY, MARCH 7, 2024**  
**THIRD INSERTION DATE: THURSDAY, MARCH 14, 2024**

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**OVERVIEW**

**1.1 Introductions to Proposers**

**One signed original proposal shall be submitted electronically and clearly marked: REQUEST FOR PROPOSAL NO. 24-0066 ON April 9, 2024 AT 12:00 P.M. to Mr. Paul Lucius, Executive Director of Procurement: procurement@nolapublicschools.com.**

The Orleans Parish School Board will not be responsible for the opening of, post-opening of, or failure to open a Proposal not properly addressed or identified.

The Orleans Parish School Board will not assume the responsibility for any delay as a result of failure of any entity to deliver Proposals on time.

The Proposal Submission Checklist is provided in Appendix A of this RFP. The checklist contains the required documents needed to be submitted with vendor proposal. All vendors shall refer to the checklist while preparing their proposals to ensure all required documents are submitted (See Appendices A & B). Failure to submit required documents shall result in rejection and proposals will not be reviewed by the Evaluation Committee.

**No Proposal will be accepted after April 9, 2024 @ 12:00 P.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.**

Pre-Proposal Meeting (via Virtual)	Friday	March 15, 2024 @ 10:00 A.M.
Last Day for Questions @ 4:00 P.M. (CST)	Wednesday	March 20, 2024
Last Day for Addendum	Tuesday	March 26, 2024
PROPOSAL SUBMISSION DEADLINE no later than 12:00 P.M.		April 9, 2024
Oral Presentations (if applicable)		April 23 – April 24, 2024
Evaluation Committee Meeting		April 23 – April 24, 2024
Award Notification (approximate)		TBD
Execution of Agreement (approximate)		TBD

**CODE OF SILENCE:**

From the date the RFP is issued; through the time the Agreement is finally awarded by NOLA-PS Elected Officials, Proposers shall not contact any Representatives of NOLA-PS, nor the District Staff, nor their Advisors or Consultants with respect to this RFP, or RFP process, other than to submit questions or protest in accordance with the Instructions to Proposers therein. This prohibition does not apply to questions or comments sent in writing to the Executive Director of Procurement, or questions made at Pre-Proposal conferences, in presentations before evaluation committees, or during contract negotiations. Proposers who violate this Code of Silence may be deemed non-responsive, and their proposal may be rejected for cause.

**REQUEST FOR PROPOSAL DOCUMENTS:** A complete set of Request for Proposal documents shall be used in preparing proposals; neither the Orleans Parish School Board nor its representatives

assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Request for Proposal Documents.

The forms furnished as part of the specifications **MUST** be used for filing of Request for PROPOSALS and must be signed by the proposer. **No proposals will be considered unless made on the forms provided and must not be detached from the proposal document of which it forms a part.** Failure to follow these instructions may result in your proposal being disqualified.

**OBJECTION TO THE AWARD:** If any Proposer who submitted a proposal has an objection to the award of the contract to the Selected Proposer, the objecting Proposer shall furnish that protest, in writing, to the Executive Director of Procurement (or Designee) within ten (10) Business Days of the notification of non-award. The protest shall describe in detail the basis for the protest and shall request a determination under this section of the Instructions to Proposers.

If a protest is filed in a timely fashion, the Executive Director of Procurement (or Designee) will review the basis for the protest and relevant facts under such terms and conditions as he considers proper. Upon completion of the review, the Executive Director of Procurement (or Designee) shall submit applicable findings and recommendations to the Superintendent and/or Chief Financial Officer, who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the Superintendent or NOLA-PS, the Executive Director of Procurement (or Designee) will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

**WITHDRAWAL OF BID:** Any bid may be withdrawn if clear and convincing sworn, written evidence of obvious mechanical, clerical or mathematical error is furnished by the proposer to the Executive Director of Procurement within 48 hours of proposal receipt.

**SUPPLIER PERFORMANCE AND EVALUATION:** The proposer, vendor, service provider and/or supplier performance process will involve evaluating the proposer, vendor, service provider and/or supplier's overall quality status, as well as evaluating the quality of each material or service the NOLA-PS wishes to purchase. Prior to the invoice submission, the proposer, vendor, service provider and/or supplier, shall meet with a purchasing representative to discuss and review deliverables and timeline events for said services. Contract with automatic renewals will be based upon the NOLA-PS evaluating and analyzing proposer, vendor, service provider, and/or supplier performance.

**DEBARMENT AND SUSPENSION:** To ensure that the Orleans Parish School Board does not enter into a contract with a debarred or suspended company or individual, each responsive proposer must include a certification statement with each bid. By signing the certification statement, the proposer certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each proposer to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

**BACKGROUND CHECK:** Contractor will not employ any person to provide services who has been convicted, or pled nolo contendere to, any one of the crimes listed in the Louisiana Child Protection Act. La R.S. 15:587.1 (C). Criminal History Record must be obtained by contractor for all employees to be hired and shall be retained during the duration of the employment. Records are to be updated on an annual basis.

**PERFORMANCE INVESTIGATIONS:** As part of the proposal evaluation process, the NOLA-PS may make inquiries and investigations, including verbal or written references from the firm's customers, to determine the ability of the firm to provide service.

**EMPLOYMENT:** It is understood that all employees will be employees of the successful firm(s), including but not limited to the successful firm's subcontractors, partners, etc.

**NOTICE TO OFFEROR:** The NOLA-PS shall consider the intentional employment by the selected firm of unauthorized aliens in violation of U.S. immigration laws cause for unilateral cancellation of the contract resulting from this RFP.

**PROPOSAL FORMAT:** Proposals should be prepared simply but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Please carefully read Sections as outlines within the Table of Contents. Emphasis should be on completeness and clarity of content.

**SELECTION:** Selection shall be made of one or multiple firm(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors contained in this RFP. Fee structure/pricing will be considered, but will be one among many determining factors. The NOLA-PS may cancel this RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous. Should the NOLA-PS determine in writing and in its sole discretion the firm(s) that is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be awarded to that firm.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:**

The Disadvantaged Business Enterprise (DBE) Program is race & gender-neutral, and open to all business owners regardless of race, ethnicity or gender. DBE firms currently certified with the Louisiana Unified Certification Program (LAUCP), or the State & Local Disadvantaged Business Enterprise (SLDBE) Program must submit a copy of their certification letter for eligibility with the offer/response to this solicitation.

The Proposer shall submit the following forms below: **(Appendix B)**

- DBE Responsiveness Form 1
- DBE Responsiveness Form 2
- DBE Certification Letter (for each company)
- DBE Professional Services Compliance Certification Checklist

DBE Provisions (Attached), which is hereby made a part of this RFP. Failure to include DBE participation; including all signatures and notary, shall cause a firm's proposal to be non-responsive and cause for rejection. **All DBE forms must be properly completed whether or not they are applicable to Proposer.**

**COMPUTED COST SCORE:**

The cost evaluation shall constitute twenty percent (20%) of the total points assigned and will be based upon standard cost rates submitted by the proposers. The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

$$CSF = (LPC/PC * X)$$

CSF = Cost Scoring Formula  
LPC = Lowest proposed cost  
PC = Proposer's cost  
X= n% of the total number of points assigned

**PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200).**

When NOLA-PS seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2C.F.R. 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). (EDGAR FORM ATTACHED)

All Vendors awarded a contract under this proposal must complete the NOLA-PS EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific NOLA-PS purchases using federal grant funds.

This information will be made available to the NOLA-PS for its use while considering their purchasing options when using federal grant funds.

**1.2 Purpose**

NOLA Public Schools (hereinafter referred to as “NOLA-PS/District”) seeks proposals from qualified, multi-faceted Proposers interested in providing Student Transportation Bus and/or Van Services as described in this RFP. NOLA-PS intends to directly operate *The Leah Chase School* at 2727 S. Carrollton Ave. for the upcoming 2024-2025 school year. Interested Proposers shall provide Traditional **and** Special Education Student Full-Service Bus and/or Van transportation

Full-Service is defined as including all vehicles, consumables, maintenance, insurance, staffing, supervision, and management necessary to operate school buses and vans as well as running a staffed Dispatch operation. The Proposer must also include route creation and routing support.

Special Education Student Transportation is defined as students requiring transportation accommodations via their Individualized Education Plan (IEP).

The District seeks to award a contract that provides service to the best Proposer who will deliver the most efficient service and value to the District unless otherwise specified. The District will require the Proposer to provide professional full-service or transportation management with adequate workforce and service supervision, such that the District is not burdened with facilitating the day to day operations and customer service requirements.

### **1.3 School District Profile**

OPSB currently oversees 71 charter schools and a school with two educational programs for students in secure-care facilities

One of the District's core responsibilities, as a charter school authorizer, is to hold these schools accountable to a set of performance expectations that help ensure every student is provided with a high-quality education.

The vision of the OPSB is as follows: every student receives a high-quality education that fosters their individual capabilities, while ensuring that they thrive and are prepared for civic, social, and economic success.

The District's geographical boundaries are concurrent with those of the City of New Orleans. The District, however, is a separate entity, independent of the City of New Orleans. The District's governing body is a seven-member elected board.

The District serves more than 43,875 students across Orleans Parish. As of February 2022, the student population was approximately 77.41% African American, 10.71% Hispanic, 8.09% White, 1.65% Asian, 1.9% Multi-Racial, and .18% Native American. Further, the District serves a student population that is 86.22% economically disadvantaged. Approximately 7.28% of the students have limited English proficiency.

The District's administration has approximately 269 employees. The District's total proposed general fund budget for 2022-2023 is \$556 million dollars, system-wide, and of that \$35.5 million is allocated to the District's administration.

**PROPOSAL REJECTION:** NOLA-PS shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or in any way incomplete or irregular, including omission of cost and budget information, i.e. in the best interest of NOLA-PS. Conditional proposals will not be accepted.

**CONTRACT AWARD:** Award shall be made to the Most Qualified Proposer(s) whose proposal is determined to be the most advantageous; thus, when taking into consideration the evaluation factors set forth in the sections that follow, including overall long-term value to the NOLA-PS. Fees/pricing consideration will not be the sole determining factor. There is no obligation on the part of the NOLA-PS to award a contract.

**CONTRACT TERM AND RENEWAL:** Contract term will be for a period of one (1) year with an option to renew two (2) additional one (1) year periods. If warranted terms and conditions for an amendment to the contract will be in writing, negotiable and subject to NOLA-PS approval.

**ERRORS:** NOLA-PS is not liable for any errors or misinterpretations made in responding to this Request for Proposal.

**PROPOSAL SUBMISSION:** One electronic original Proposal document to be submitted as per date and time established/set within this Request for Proposal.

**INQUIRIES:** NOLA-PS will not give verbal answers to inquiries regarding the Request for Proposals, or verbal instructions prior to the award of a contract. A verbal statement regarding same by any person shall be non-binding. The NOLA-PS is not liable for any increased costs resulting from the acceptance



of verbal direction. Cost or problems associated with misinterpretation of the intent of the NOLA-PS will be the responsibility of the proposing firm.

All inquiries must be in writing and addressed to: Paul A. Lucius, Executive Director of Procurement at procurement@nolapublicschools.com. All inquiries will be answered in the form of an addendum after the pre-proposal meeting. No contact in any form or manner is to be made with any employee of the District except through the Executive Director Of Procurement. Violation of this provision shall be considered grounds for disqualification.

**REQUEST FOR PROPOSAL DOCUMENTS:** A complete set of Request for Proposals documents shall be used in preparing proposals. Neither the Orleans Parish School Board, nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Request for Proposal Documents.

**OPEN COMPETITION:** NOLA-PS encourages free and open competition. Whenever possible, specifications and proposal terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of the NOLA-PS and to guarantee an economically sound solution. The signature on this proposal guarantees that the prices quoted have been established without collusion with other firms and without effort to preclude the NOLA-PS from obtaining the best possible competitive value. The firm certifies that neither its officers nor its employees have bribed or attempted to bribe or influence in any improper manner any officer, employee or agent of the NOLA-PS.

**PREPARATION EXPENSE:** All proposals submitted in response to this RFP must be submitted at the sole expense of the proposing firm, irrespective of the final decision of the NOLA-PS as to contract award.

**TITLE VI SOLICITATION NOTICE:**

NOLA-PS, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**EVALUATION PROCEDURES:**

All proposals will be evaluated by the RFP Evaluation Committee that will conduct an independent, objective evaluation of proposals for Student Transportation and Management Services. All members of the Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the proposers. Before beginning the evaluation process, the Evaluation Committee must review the RFP, concerning not only the scope of work but also the qualifications and the evaluation criteria. See Evaluation criteria – Section 6.0.

The purpose of the Evaluation Committee is to conduct an independent, objective evaluation of Request for Proposals for Student Transportation and Management Services.

**REVIEW AND EVALUATION OF PROPOSALS:**

A Finance Department representative shall serve as the Evaluation Committee coordinator and is solely responsible for disseminating all information received during the RFP evaluation process. After

completion and tallying of the technical evaluation scores, each Evaluation Committee member shall sign and date his/her individual score sheet.

NOLA-PS will evaluate proposals on a qualitative basis. This includes our review of the firm(s) proposal and related materials for evidence of prior experience, value-added services beyond the scope of work, qualifications of staff to be assigned to the project, cost effectiveness, and the Proposer's completeness and timeliness in its response, etc.

After registering, you will receive a confirmation email containing information about joining the meeting. ALL NOLA Public Schools solicitations/addendums can be found on NOLA-PS website at: [www.nolapublicschools.com](http://www.nolapublicschools.com). Click Community/business resources/solicitations.

**ADDENDUM TO REQUEST FOR PROPOSAL**: NOLA-PS reserves the right to revise and amend the specifications prior to the date set for the opening. Proposers are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this RFP in writing and request the modification or clarification desired. NOLA-PS will issue an addendum to evidence any revisions or amendments made to this RFP. As a courtesy, every effort will be made to send an issued addendum to the parties known to have been furnished a complete copy of this RFP. Addenda are made available on the NOLA-PS website under community/business resources/solicitations. Please acknowledge receipt of addendum on Signature Page. **Failure to acknowledge all Addenda will result in the proposal being rejected.**

All questions must be in writing and electronically submitted to the Executive Director of Procurement at [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com) no later than **4:00 P.M. on Wednesday, March 20, 2024**. No addendum will be issued later than **Tuesday, March 26, 2024 or 72 hours prior to proposal due date**, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the qualifications response, to determine if addenda were issued and, if so, to acknowledge the addendum on the applicable form.

Times and dates are final unless there is an unexpected "emergency" beyond NOLA-PS's control.

**ORAL PRESENTATIONS via ZOOM: (Optional)**

**PRESENTATION DATES: April 23-24, 2024**

NOLA-PS, at its sole discretion may invite the top two to four (2-4) Proposers to provide oral presentations and justify how they propose to meet the Districts' objectives with **RFP No. 24-0066**. Commitments, if any, made by the Proposer at the oral presentation will be considered binding. The evaluation committee has the option to conduct initial reviews of proposals and only host oral presentations of the top 2 to 4 firms in the best interest of the District.

Each firm selected should be prepared to conduct a presentation to the NOLA-PS Evaluation Committee. The presentations must be shown that the firm clearly understands the requirements of the solicitation and possesses the knowledge, skills, and capacity to complete the work. Firms presenting for the oral presentation process will be notified of their allotted presentation time with the District on **Monday, April 15, 2024**. The time frame for the presentations will follow the schedule provided below:

- 10 minutes for vendor set-up and brief Introductions
- 20 minutes for presentations to NOLA-PS Evaluation Committee demonstrating firms' Qualifications and Expertise with the requirements as it relates to the RFP services
- 15 minutes for question/answer session
- 5 minutes for closing

NOLA-PS is requesting firms respectfully adhere to the assigned time allotted for presentations.

# **OPTION A**

**TRADITIONAL FULL-SERVICE STUDENT BUS AND/OR  
VAN TRANSPORTATION**

## 2.0 SCOPE OF WORK/SERVICES

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### **SCOPE OF SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS and in accordance with Orleans Parish School Board Policy (**Attachment A**). All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **TRADITIONAL FULL-SERVICE STUDENT BUS AND/OR VAN TRANSPORTATION:**

#### **Routing Services**

The Proposer must be able to provide Routing Services to NOLA-PS. All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

- Adherence to NOLA-PS Transportation Principles
  - Routes no longer than 1 hour 15 minutes (no students are picked up prior to 6am or dropped off later than 5:30pm) - in compliance with Orleans Parish School Board Policy
  - The Proposer shall provide activity and extracurricular transportation.
  - Kindergartners are seated in the first row(s) of the bus.
  - Buses are cleaned twice a day (a.m. and p.m.)
  - Buses are maintained in accordance with State, local and manufacturers' specifications.
  - Follow all municipal and state laws regarding inspections and location of stops (Orleans Parish School Board and BESE regulations)
- The Proposer shall conduct a dry run of any route prior to the Proposer transporting students on the route. The regularly assigned driver and bus shall be used for the dry run. All routes are run prior to the start of school and unsafe stops are identified and moved.
  - Based on student data provided by NOLA-PS, the Proposer will determine the basic runs and develop routes, specifying the pickup locations, pickup times, school destination, and students. The Proposer shall provide safe and timely transportation services. The runs and routes shall be operated on a consistent basis and students shall be transported to and from school in a time sequence determined prior to the first day of service.
  - The School Operations Manager shall be furnished with a copy of each run no later than five (5) days prior to the first day service is to begin.
  - Students and families shall be furnished a copy of each run no later than three (3) days prior to the first day service is to begin.
  - After the routes are established, newly enrolled students are assigned the stop nearest to them, using technology (Infofinder or a similar product) which allows transportation services to begin the day they register/enroll.
  - The Proposer must obtain prior approval from The School Operations Manager for any changes to student pickup times or locations.

- NOLA-PS requires that transportation service be provided without disruption. Therefore, as a condition precedent to this contract, the Proposer must include in its collective bargaining agreement, if any, with its bus drivers or other employees a prohibition against strikes, work stoppages, slowdowns or any other disruptive activity by the employees and a prohibition against a lockout by the Proposer. In the event of any disruptive activity by the Proposer's employees, the Proposer shall be obligated to provide transportation services.
- NOLA-PS reserves the right to increase or decrease the number of runs and/or routes assigned to a Proposer.

### **Safety**

The Proposer is responsible for implementing and administering a comprehensive safety program. The program must include continuing on-the-road training and classroom training for all drivers as well as bi-annual emergency exit drills (documented). NOLA-PS retains the right to inspect the vans/buses and all other vehicles to ensure safety compliance at any time. The safety of the transported children is our primary priority. NOLA-PS, at its discretion and pursuant to a student's designated need, may purchase and require the proposer to install safety equipment to ensure the safe transport of students. Examples of equipment are seat belt covers, safety seats and safety harnesses. We are also requiring that all proposers include cameras on all vans/buses that service NOLA-PS students.

### **Drivers**

The Proposer is responsible for the hiring, assigning, training, and managing of all bus and van drivers. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus and/or van run for the purpose of route familiarization and pupil control. It is the express desire of NOLA-PS that the rate of driver turnover be minimal. NOLA-PS desires to be a good partner in driver retention and are interested in any/all driver retention programs the proposer has in place or would like to develop. NOLA-PS delegates to the Proposer's drivers the necessary authority to maintain orderly behavior on vans, and drivers must have the training and experience necessary to control student conduct. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Student Transportation Behavior Reports must be completed by the driver and given to the school for any incident. Drivers are courteous and respectful of students and families. All driver qualifications and training must be consistent with BESE Bulletin 119 – Chapter 3 (**Attachment B**). NOLA-PS will conduct regular file audits of the selected vendor to ensure adherence to these requirements.

### **Communication**

The Proposer must run a dispatching operation that stays in regular communication with the School Operations Manager. Dispatch must be adequately staffed (a minimum of 30 minutes before 1<sup>st</sup> stop of the day to 30 minutes after last scheduled stop of the day) on every day that buses/vans are running for the District, including nights and weekends. Information concerning late buses/vans will be communicated by text message or email to the School Operations Manager as soon as it is known. The Proposer will provide a direct phone number by which the School Operations Manager can reach Dispatch in order to ensure effective communication. The Proposer will also provide a direct phone number for NOLA-PS parents and students in order to ensure consistent, courteous, professional

assistance to our families. The Proposer will ensure that ALL vehicles are equipped with radios to communicate with dispatch operations. In the event of a bus/van breakdown or an accident involving a bus/van, the Proposer will work proactively with the School Operations Manager to communicate the necessary information to affected families. The Proposer shall have two working days from the time of notification by the Board of Education to implement a stop or schedule change. In the event of an emergency or special request, the implementation will be as soon as possible upon mutual agreement by the District and the Proposer.

### **Fleet Maintenance**

The Proposer is responsible for maintenance and repairs on all vehicles utilized under the contract at its own cost. The Proposer is to provide sufficient air conditioned and heated spare vehicles as backup units during breakdowns and whenever vehicles may be out of service for maintenance or repairs. The Proposer will also supply a reasonable number of additional air conditioned and heated vehicles to provide for special services or an increase in need during the contract period. The Proposer shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe and out of compliance vehicle be used to transport students. The Proposer will keep on file the completed inspection sheets and submit copies of the sheets to the School Operations Manager when requested. Exterior cleaning will be done at least twice a month from August through June. Vehicle windows must be clean and clear, and vehicle numbering must be visible at all times. All vandalism or damage to the Proposer's equipment will be the responsibility of the Proposer.

Proposer must meet or exceed the expectations laid out in BESE Bulletin 119 (**Attachment B**) and City Code of New Orleans 162:1800 (**Attachment C**) specifically relating to vehicle inspection, maintenance and operations. NOLA-PS will conduct annual file audits to ensure adherence to these requirements.

### **Policies and Procedures**

The Proposer will have in place and provide to NOLA-PS upon request for review, its Policies and Procedures pertaining to, but not limited to, the following items. The details for each item are NOLA-PS's expectations, to be met by the policy as necessary.

- **Planned Absence:** Proposer's system for ensuring qualified, on-time substitute drivers on routes, as well as Proposer's plan to communicate substitutions to the School Operations Managers.
- **Unplanned Absence:** Proposer's system of bench drivers and short-notice support to ensure on-time performance of all routes on all days.
- **Vehicle Accidents or Broken-Downs:** Protocol for drivers as well as communication plan to keep schools and parents updated with pertinent information.
- **Major Behavior Issue on Bus/Van:** Drivers are to control behavior as much as possible at all times, but if extra support is needed, then the driver is to contact Dispatch. Under no circumstances is the driver to contact the Police unless the issue escalates into a life-or-death situation. Procedures must include Proposer's plan to communicate these issues with the school.

- Field Trips: Proposer's Request procedure, form to use, confirmation/reminder expectations and schedule of process. Proposer must also include their plan to properly assign buses and drivers who do not have other obligations during the field trip times. Drivers are expected to stay with the vehicle at all times when on Field Trip. Field trips bills are to be consolidated by school by month. Vans are not used on a regular basis for Field Trips, but it is a possibility.
- Emergency Bus Evacuation Drills: Proposer shall conduct drills once per semester for all students in grades, including kindergarten. The first drill must be conducted prior to October 31 and the second drill by March 31. The drill must be conducted under the supervision of supervisory personnel and must include instruction and practice in the location, use, and operation of the emergency door, fire extinguisher, and first aid kit; opening windows in case of fire or accident; and in vacating the bus quickly through the emergency door, service door, or both. Following completion of each evacuation drill, Proposer shall submit to the OPSB a written listing of the run identification, date, time, and place of evacuation drill.



# **OPTION B**

**SPECIAL EDUCATION FULL-SERVICE STUDENT BUS  
AND/OR VAN TRANSPORTATION**

## 2.0 SCOPE OF WORK/SERVICES

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### **SCOPE OF SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS and in accordance with Orleans Parish School Board Policy (**Attachment A**). All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **SPECIAL EDUCATION FULL-SERVICE STUDENT BUS AND/OR VAN TRANSPORTATION:**

The District provides Special Education Transportation for students that require transportation accommodations via their Individualized Education Plan (IEP). These services require transportation directly from the student's home to and from school. This may include routes that require either a school bus equipped with a wheelchair lift, a childcare attendant or both.

### **Routing Services**

The Proposer must be able to provide Routing Services to NOLA-PS. All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

- Adherence to NOLA-PS Transportation Principles
  - Routes no longer than 1 hour 15 minutes (no students are picked up prior to 6am or dropped off later than 5:30pm) - in compliance with Orleans Parish School Board Policy
  - The Proposer shall provide activity and extracurricular transportation.
  - Kindergartners are seated in the first row(s) of the bus.
  - Buses are cleaned twice a day (a.m. and p.m.)
  - Buses are maintained in accordance with State, local and manufacturers' specifications.
  - Follow all municipal and state laws regarding inspections and location of stops (Orleans Parish School Board and BESE regulations)
- The Proposer shall conduct a dry run of any route prior to the Proposer transporting students on the route. The regularly assigned driver and bus shall be used for the dry run. All routes are run prior to the start of school and unsafe stops are identified and moved.
  - Based on student data provided by NOLA-PS, the Proposer will determine the basic runs and develop routes, specifying the pickup locations, pickup times, school destination, and students. The Proposer shall provide safe and timely transportation services. The runs and routes shall be operated on a consistent basis and students shall be transported to and from school in a time sequence determined prior to the first day of service.
  - The School Operations Manager shall be furnished with a copy of each run no later than five (5) days prior to the first day service is to begin.
  - Students and families shall be furnished a copy of each run no later than three (3) days prior to the first day service is to begin.

- After the routes are established, newly enrolled students are assigned the stop nearest to them, using technology (Infofinder or a similar product) which allows transportation services to begin the day they register/enroll.
- The Proposer must obtain prior approval from The School Operations Manager for any changes to student pickup times or locations.
- NOLA-PS requires that transportation service be provided without disruption. Therefore, as a condition precedent to this contract, the Proposer must include in its collective bargaining agreement, if any, with its bus drivers or other employees a prohibition against strikes, work stoppages, slowdowns or any other disruptive activity by the employees and a prohibition against a lockout by the Proposer. In the event of any disruptive activity by the Proposer's employees, the Proposer shall be obligated to provide transportation services.
- NOLA-PS reserves the right to increase or decrease the number of runs and/or routes assigned to a Proposer.

### **Safety**

The Proposer is responsible for implementing and administering a comprehensive safety program. The program must include continuing on-the-road training and classroom training for all drivers as well as bi-annual emergency exit drills (documented). NOLA-PS retains the right to inspect the vans/buses and all other vehicles to ensure safety compliance at any time. The safety of the transported children is our primary priority. NOLA-PS, at its discretion and pursuant to a student's designated need, may purchase and require the proposer to install safety equipment to ensure the safe transport of students. Examples of equipment are seat belt covers, safety seats and safety harnesses. We are also requiring that all proposers include cameras on all vans/buses that service NOLA-PS students.

### **Drivers**

The Proposer is responsible for the hiring, assigning, training, and managing of all bus and van drivers. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus and/or van run for the purpose of route familiarization and pupil control. It is the express desire of NOLA-PS that the rate of driver turnover be minimal. NOLA-PS desires to be a good partner in driver retention and are interested in any/all driver retention programs the proposer has in place or would like to develop. NOLA-PS delegates to the Proposer's drivers the necessary authority to maintain orderly behavior on vans, and drivers must have the training and experience necessary to control student conduct. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Student Transportation Behavior Reports must be completed by the driver and given to the school for any incident. Drivers are courteous and respectful of students and families. All driver qualifications and training must be consistent with BESE Bulletin 119 – Chapter 3 (**Attachment B**). NOLA-PS will conduct regular file audits of the selected vendor to ensure adherence to these requirements.

## **Communication**

The Proposer must run a dispatching operation that stays in regular communication with the School Operations Manager. Dispatch must be adequately staffed (a minimum of 30 minutes before 1<sup>st</sup> stop of the day to 30 minutes after last scheduled stop of the day) on every day that buses/vans are running for the District, including nights and weekends. Information concerning late buses/vans will be communicated by text message or email to the School Operations Manager as soon as it is known. The Proposer will provide a direct phone number by which the School Operations Manager can reach Dispatch in order to ensure effective communication. The Proposer will also provide a direct phone number for NOLA-PS parents and students in order to ensure consistent, courteous, professional assistance to our families. The Proposer will ensure that ALL vehicles are equipped with radios to communicate with dispatch operations. In the event of a bus/van breakdown or an accident involving a bus/van, the Proposer will work proactively with the School Operations Manager to communicate the necessary information to affected families. The Proposer shall have two working days from the time of notification by the Board of Education to implement a stop or schedule change. In the event of an emergency or special request, the implementation will be as soon as possible upon mutual agreement by the District and the Proposer.

## **Fleet Maintenance**

The Proposer is responsible for maintenance and repairs on all vehicles utilized under the contract at its own cost. The Proposer is to provide sufficient air conditioned and heated spare vehicles as backup units during breakdowns and whenever vehicles may be out of service for maintenance or repairs. The Proposer will also supply a reasonable number of additional air conditioned and heated vehicles to provide for special services or an increase in need during the contract period. The Proposer shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe and out of compliance vehicle be used to transport students. The Proposer will keep on file the completed inspection sheets and submit copies of the sheets to the School Operations Manager when requested. Exterior cleaning will be done at least twice a month from August through June. Vehicle windows must be clean and clear, and vehicle numbering must be visible at all times. All vandalism or damage to the Proposer's equipment will be the responsibility of the Proposer.

Proposer must meet or exceed the expectations laid out in BESE Bulletin 119 (**Attachment B**) and City Code of New Orleans 162:1800 (**Attachment C**) specifically relating to vehicle inspection, maintenance and operations. NOLA-PS will conduct annual file audits to ensure adherence to these requirements.

## **Policies and Procedures**

The Proposer will have in place and provide to NOLA-PS upon request for review, its Policies and Procedures pertaining to, but not limited to, the following items. The details for each item are NOLA-PS's expectations, to be met by the policy as necessary.

- Planned Absence: Proposer's system for ensuring qualified, on-time substitute drivers on routes, as well as Proposer's plan to communicate substitutions to the School Operations Managers.
- Unplanned Absence: Proposer's system of bench drivers and short-notice support to ensure on-time performance of all routes on all days.
- Vehicle Accidents or Broken-Downs: Protocol for drivers as well as communication plan to keep schools and parents updated with pertinent information.
- Major Behavior Issue on Bus/Van: Drivers are to control behavior as much as possible at all times, but if extra support is needed, then the driver is to contact Dispatch. Under no circumstances is the driver to contact the Police unless the issue escalates into a life-or-death situation. Procedures must include Proposer's plan to communicate these issues with the school.
- Field Trips: Proposer's Request procedure, form to use, confirmation/reminder expectations and schedule of process. Proposer must also include their plan to properly assign buses and drivers who do not have other obligations during the field trip times. Drivers are expected to stay with the vehicle at all times when on Field Trip. Field trips bills are to be consolidated by school by month. Vans are not used on a regular basis for Field Trips, but it is a possibility.
- Emergency Bus Evacuation Drills: Proposer shall conduct drills once per semester for all students in grades, including kindergarten. The first drill must be conducted prior to October 31 and the second drill by March 31. The drill must be conducted under the supervision of supervisory personnel and must include instruction and practice in the location, use, and operation of the emergency door, fire extinguisher, and first aid kit; opening windows in case of fire or accident; and in vacating the bus quickly through the emergency door, service door, or both. Following completion of each evacuation drill, Proposer shall submit to the OPSB a written listing of the run identification, date, time, and place of evacuation drill.

# **OPTION C**

**TRADITIONAL AND SPECIAL EDUCATION FULL-  
SERVICE STUDENT BUS AND/OR VAN  
TRANSPORTATION**

## 2.0 SCOPE OF WORK/SERVICES

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### **SCOPE OF SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS and in accordance with Orleans Parish School Board Policy (**Attachment A**). All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **TRADITIONAL AND SPECIAL EDUCATION FULL-SERVICE STUDENT BUS AND/OR VAN TRANSPORTATION:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS. The transportation services shall include regular routes and special education routes.

The District provides Special Education Transportation for students that require transportation accommodations via their Individualized Education Plan (IEP). These services require transportation directly from the student's home to and from school. This may include routes that require either a school bus equipped with a wheelchair lift, a childcare attendant or both.

All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **Routing Services**

The Proposer must be able to provide Routing Services to NOLA-PS. All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

- Adherence to NOLA-PS Transportation Principles
  - Routes no longer than 1 hour 15 minutes (no students are picked up prior to 6am or dropped off later than 5:30pm) - in compliance with Orleans Parish School Board Policy
  - The Proposer shall provide activity and extracurricular transportation.
  - Kindergartners are seated in the first row(s) of the bus.
  - Buses are cleaned twice a day (a.m. and p.m.)
  - Buses are maintained in accordance with State, local and manufacturers' specifications.
  - Follow all municipal and state laws regarding inspections and location of stops (Orleans Parish School Board and BESE regulations)
- The Proposer shall conduct a dry run of any route prior to the Proposer transporting students on the route. The regularly assigned driver and bus shall be used for the dry run. All routes are run prior to the start of school and unsafe stops are identified and moved.

- Based on student data provided by NOLA-PS, the Proposer will determine the basic runs and develop routes, specifying the pickup locations, pickup times, school destination, and students. The Proposer shall provide safe and timely transportation services. The runs and routes shall be operated on a consistent basis and students shall be transported to and from school in a time sequence determined prior to the first day of service.
- The School Operations Manager shall be furnished with a copy of each run no later than five (5) days prior to the first day service is to begin.
- Students and families shall be furnished a copy of each run no later than three (3) days prior to the first day service is to begin.
- After the routes are established, newly enrolled students are assigned the stop nearest to them, using technology (Infofinder or a similar product) which allows transportation services to begin the day they register/enroll.
- The Proposer must obtain prior approval from The School Operations Manager for any changes to student pickup times or locations.
- NOLA-PS requires that transportation service be provided without disruption. Therefore, as a condition precedent to this contract, the Proposer must include in its collective bargaining agreement, if any, with its bus drivers or other employees a prohibition against strikes, work stoppages, slowdowns or any other disruptive activity by the employees and a prohibition against a lockout by the Proposer. In the event of any disruptive activity by the Proposer's employees, the Proposer shall be obligated to provide transportation services.
- NOLA-PS reserves the right to increase or decrease the number of runs and/or routes assigned to a Proposer.

### **Safety**

The Proposer is responsible for implementing and administering a comprehensive safety program. The program must include continuing on-the-road training and classroom training for all drivers as well as bi-annual emergency exit drills (documented). NOLA-PS retains the right to inspect the vans/buses and all other vehicles to ensure safety compliance at any time. The safety of the transported children is our primary priority. NOLA-PS, at its discretion and pursuant to a student's designated need, may purchase and require the proposer to install safety equipment to ensure the safe transport of students. Examples of equipment are seat belt covers, safety seats and safety harnesses. We are also requiring that all proposers include cameras on all vans/buses that service NOLA-PS students.

### **Drivers**

The Proposer is responsible for the hiring, assigning, training, and managing of all bus and van drivers. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus and/or van run for the purpose of route familiarization and pupil control. It is the express desire of NOLA-PS that the rate of driver turnover be minimal. NOLA-PS desires to be a good partner in driver retention and are interested in any/all driver retention programs the proposer has in place or would like to develop. NOLA-PS delegates to the Proposer's drivers the necessary authority to maintain orderly behavior on vans, and drivers must have the training and experience necessary to control student conduct. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Student Transportation Behavior Reports must be completed by the driver and given to the school for any incident. Drivers are courteous and respectful of students and families. All driver qualifications and



training must be consistent with BESE Bulletin 119 – Chapter 3 (**Attachment B**). NOLA-PS will conduct regular file audits of the selected vendor to ensure adherence to these requirements.

### **Communication**

The Proposer must run a dispatching operation that stays in regular communication with the School Operations Manager. Dispatch must be adequately staffed (a minimum of 30 minutes before 1<sup>st</sup> stop of the day to 30 minutes after last scheduled stop of the day) on every day that buses/vans are running for the District, including nights and weekends. Information concerning late buses/vans will be communicated by text message or email to the School Operations Manager as soon as it is known. The Proposer will provide a direct phone number by which the School Operations Manager can reach Dispatch in order to ensure effective communication. The Proposer will also provide a direct phone number for NOLA-PS parents and students in order to ensure consistent, courteous, professional assistance to our families. The Proposer will ensure that ALL vehicles are equipped with radios to communicate with dispatch operations. In the event of a bus/van breakdown or an accident involving a bus/van, the Proposer will work proactively with the School Operations Manager to communicate the necessary information to affected families. The Proposer shall have two working days from the time of notification by the Board of Education to implement a stop or schedule change. In the event of an emergency or special request, the implementation will be as soon as possible upon mutual agreement by the District and the Proposer.

### **Fleet Maintenance**

The Proposer is responsible for maintenance and repairs on all vehicles utilized under the contract at its own cost. The Proposer is to provide sufficient air conditioned and heated spare vehicles as backup units during breakdowns and whenever vehicles may be out of service for maintenance or repairs. The Proposer will also supply a reasonable number of additional air conditioned and heated vehicles to provide for special services or an increase in need during the contract period. The Proposer shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe and out of compliance vehicle be used to transport students. The Proposer will keep on file the completed inspection sheets and submit copies of the sheets to the School Operations Manager when requested. Exterior cleaning will be done at least twice a month from August through June. Vehicle windows must be clean and clear, and vehicle numbering must be visible at all times. All vandalism or damage to the Proposer's equipment will be the responsibility of the Proposer.

Proposer must meet or exceed the expectations laid out in BESE Bulletin 119 (**Attachment B**) and City Code of New Orleans 162:1800 (**Attachment C**) specifically relating to vehicle inspection, maintenance and operations. NOLA-PS will conduct annual file audits to ensure adherence to these requirements.

### **Policies and Procedures**

The Proposer will have in place and provide to NOLA-PS upon request for review, its Policies and Procedures pertaining to, but not limited to, the following items. The details for each item are NOLA-PS's expectations, to be met by the policy as necessary.

- Planned Absence: Proposer's system for ensuring qualified, on-time substitute drivers on routes, as well as Proposer's plan to communicate substitutions to the School Operations Managers.
- Unplanned Absence: Proposer's system of bench drivers and short-notice support to ensure on-time performance of all routes on all days.
- Vehicle Accidents or Broken-Downs: Protocol for drivers as well as communication plan to keep schools and parents updated with pertinent information.
- Major Behavior Issue on Bus/Van: Drivers are to control behavior as much as possible at all times, but if extra support is needed, then the driver is to contact Dispatch. Under no circumstances is the driver to contact the Police unless the issue escalates into a life-or-death situation. Procedures must include Proposer's plan to communicate these issues with the school.
- Field Trips: Proposer's Request procedure, form to use, confirmation/reminder expectations and schedule of process. Proposer must also include their plan to properly assign buses and drivers who do not have other obligations during the field trip times. Drivers are expected to stay with the vehicle at all times when on Field Trip. Field trips bills are to be consolidated by school by month. Vans are not used on a regular basis for Field Trips, but it is a possibility.
- Emergency Bus Evacuation Drills: Proposer shall conduct drills once per semester for all students in grades, including kindergarten. The first drill must be conducted prior to October 31 and the second drill by March 31. The drill must be conducted under the supervision of supervisory personnel and must include instruction and practice in the location, use, and operation of the emergency door, fire extinguisher, and first aid kit; opening windows in case of fire or accident; and in vacating the bus quickly through the emergency door, service door, or both. Following completion of each evacuation drill, Proposer shall submit to the OPSB a written listing of the run identification, date, time, and place of evacuation drill.

# **OPTION D**

## **STUDENT TRANSPORTATION AND MANAGEMENT SERVICES**

## 2.0 SCOPE OF WORK/SERVICES

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### **SCOPE OF SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS and in accordance with Orleans Parish School Board Policy (**Attachment A**). All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **STUDENT TRANSPORTATION AND MANAGEMENT SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS via District owned fleet. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year to transport students via District owned fleet. The Proposer shall provide all transportation services as specified by NOLA-PS.

The transportation services shall include regular routes and special education routes. The District provides Special Education Transportation for students that require transportation accommodations via their Individualized Education Plan (IEP). These services require transportation directly from the student's home to and from school.

All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **Routing Services**

The Proposer must be able to provide Routing Services to NOLA-PS. All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

- Adherence to NOLA-PS Transportation Principles
  - Routes no longer than 1 hour 15 minutes (no students are picked up prior to 6am or dropped off later than 5:30pm) - in compliance with Orleans Parish School Board Policy
  - The Proposer shall provide activity and extracurricular transportation.
  - Kindergartners are seated in the first row(s) of the bus.
  - Buses are cleaned twice a day (a.m. and p.m.)
  - Buses are maintained in accordance with State, local and manufacturers' specifications.
  - Follow all municipal and state laws regarding inspections and location of stops (Orleans Parish School Board and BESE regulations)
- The Proposer shall conduct a dry run of any route prior to the Proposer transporting students on the route. The regularly assigned driver and bus shall be used for the dry run. All routes are run prior to the start of school and unsafe stops are identified and moved.

- Based on student data provided by NOLA-PS, the Proposer will determine the basic runs and develop routes, specifying the pickup locations, pickup times, school destination, and students. The Proposer shall provide safe and timely transportation services. The runs and routes shall be operated on a consistent basis and students shall be transported to and from school in a time sequence determined prior to the first day of service.
- The School Operations Manager shall be furnished with a copy of each run no later than five (5) days prior to the first day service is to begin.
- Students and families shall be furnished a copy of each run no later than three (3) days prior to the first day service is to begin.
- After the routes are established, newly enrolled students are assigned the stop nearest to them, using technology (Infofinder or a similar product) which allows transportation services to begin the day they register/enroll.
- The Proposer must obtain prior approval from The School Operations Manager for any changes to student pickup times or locations.
- NOLA-PS requires that transportation service be provided without disruption. Therefore, as a condition precedent to this contract, the Proposer must include in its collective bargaining agreement, if any, with its bus drivers or other employees a prohibition against strikes, work stoppages, slowdowns or any other disruptive activity by the employees and a prohibition against a lockout by the Proposer. In the event of any disruptive activity by the Proposer's employees, the Proposer shall be obligated to provide transportation services.
- NOLA-PS reserves the right to increase or decrease the number of runs and/or routes assigned to a Proposer.

### **Safety**

The Proposer is responsible for implementing and administering a comprehensive safety program. The program must include continuing on-the-road training and classroom training for all drivers as well as bi-annual emergency exit drills (documented). NOLA-PS retains the right to inspect the vans/buses and all other vehicles to ensure safety compliance at any time. The safety of the transported children is our primary priority. NOLA-PS, at its discretion and pursuant to a student's designated need, may purchase and require the proposer to install safety equipment to ensure the safe transport of students. Examples of equipment are seat belt covers, safety seats and safety harnesses. We are also requiring that all proposers include cameras on all vans/buses that service NOLA-PS students.

### **Drivers**

The Proposer is responsible for the hiring, assigning, training, and managing of all bus and van drivers. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus and/or van run for the purpose of route familiarization and pupil control. It is the express desire of NOLA-PS that the rate of driver turnover be minimal. NOLA-PS desires to be a good partner in driver retention and are interested in any/all driver retention programs the proposer has in place or would like to develop. NOLA-PS delegates to the Proposer's drivers the necessary authority to maintain orderly behavior on vans, and drivers must have the training and experience necessary to control student conduct. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Student Transportation Behavior Reports must be completed by the driver and given to the school for any incident. Drivers are courteous and respectful of students and families. All driver qualifications and

training must be consistent with BESE Bulletin 119 – Chapter 3 (**Attachment B**). NOLA-PS will conduct regular file audits of the selected vendor to ensure adherence to these requirements.

### **Communication**

The Proposer must run a dispatching operation that stays in regular communication with the School Operations Manager. Dispatch must be adequately staffed (a minimum of 30 minutes before 1<sup>st</sup> stop of the day to 30 minutes after last scheduled stop of the day) on every day that buses/vans are running for the District, including nights and weekends. Information concerning late buses/vans will be communicated by text message or email to the School Operations Manager as soon as it is known. The Proposer will provide a direct phone number by which the School Operations Manager can reach Dispatch in order to ensure effective communication. The Proposer will also provide a direct phone number for NOLA-PS parents and students in order to ensure consistent, courteous, professional assistance to our families. The Proposer will ensure that ALL vehicles are equipped with radios to communicate with dispatch operations. In the event of a bus/van breakdown or an accident involving a bus/van, the Proposer will work proactively with the School Operations Manager to communicate the necessary information to affected families. The Proposer shall have two working days from the time of notification by the Board of Education to implement a stop or schedule change. In the event of an emergency or special request, the implementation will be as soon as possible upon mutual agreement by the District and the Proposer.

### **Fleet Maintenance**

The Proposer shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe and out of compliance vehicle be used to transport students. The Proposer will keep on file the completed inspection sheets and submit copies of the sheets to the School Operations Manager when requested. Exterior cleaning will be done at least twice a month from August through June. Vehicle windows must be clean and clear, and vehicle numbering must be visible at all times. All vandalism or damage to the Proposer's equipment will be the responsibility of the Proposer.

Proposer must meet or exceed the expectations laid out in BESE Bulletin 119 (**Attachment B**) and City Code of New Orleans 162:1800 (**Attachment C**) specifically relating to vehicle inspection, maintenance and operations. NOLA-PS will conduct annual file audits to ensure adherence to these requirements.

### **Policies and Procedures**

The Proposer will have in place and provide to NOLA-PS upon request for review, its Policies and Procedures pertaining to, but not limited to, the following items. The details for each item are NOLA-PS's expectations, to be met by the policy as necessary.

- Planned Absence: Proposer's system for ensuring qualified, on-time substitute drivers on routes, as well as Proposer's plan to communicate substitutions to the School Operations Managers.
- Unplanned Absence: Proposer's system of bench drivers and short-notice support to ensure on-time performance of all routes on all days.

- Vehicle Accidents or Broken-Downs: Protocol for drivers as well as communication plan to keep schools and parents updated with pertinent information.
- Major Behavior Issue on Bus/Van: Drivers are to control behavior as much as possible at all times, but if extra support is needed, then the driver is to contact Dispatch. Under no circumstances is the driver to contact the Police unless the issue escalates into a life-or-death situation. Procedures must include Proposer's plan to communicate these issues with the school.
- Field Trips: Proposer's Request procedure, form to use, confirmation/reminder expectations and schedule of process. Proposer must also include their plan to properly assign buses and drivers who do not have other obligations during the field trip times. Drivers are expected to stay with the vehicle at all times when on Field Trip. Field trips bills are to be consolidated by school by month. Vans are not used on a regular basis for Field Trips, but it is a possibility.
- Emergency Bus Evacuation Drills: Proposer shall conduct drills once per semester for all students in grades, including kindergarten. The first drill must be conducted prior to October 31 and the second drill by March 31. The drill must be conducted under the supervision of supervisory personnel and must include instruction and practice in the location, use, and operation of the emergency door, fire extinguisher, and first aid kit; opening windows in case of fire or accident; and in vacating the bus quickly through the emergency door, service door, or both. Following completion of each evacuation drill, Proposer shall submit to the OPSB a written listing of the run identification, date, time, and place of evacuation drill.

### 3.0 GENERAL TERMS AND CONDITIONS

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#### 3.1 SPECIFICATIONS:

- 3.1.1 NOLA-PS SPECIFICATIONS have been developed by the Using Department to show minimal standards as the usage, materials, services, and contents based on their needs.
- 3.1.2 MANUFACTURER’S SPECIFICATIONS (DESIGN GUIDE). Whenever an article in this proposal is defined by description as either a proprietary product or by using the name of a manufacturer, the Proposer is encouraged to offer an item which is equal in quality, durability and in full compliance with our Specifications. If the term equivalent, alternate, or equal is not inserted, it shall be implied. The specified article or material shall be understood as descriptive, not restrictive.
- 3.2 RESPONSIBLE VENDOR. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.
- 3.3 FINANCIAL RESPONSIBILITY. NOLA-PS assumes no financial responsibility for any costs incurred by Proposers in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Proposers pursuant to this RFP.
- 3.4 BEST AND FINAL OFFERS must be received by the date and time provided during discussions and/or negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.
- 3.5 EVALUATION OF PROPOSALS takes into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, proposer’s service, safety record, and date of proposed delivery and placement. It is not the policy of NOLA-PS to purchase on the basis of low proposals alone. (See 6.0 Evaluation and Award of Proposal(s))
- 3.6 WITHDRAWAL OF PROPOSALS will not be allowed for a period of 120 days following the proposal opening. Rejection or withdrawal after offer is accepted shall constitute a breach of contract.
- 3.7 RETENTION OF PROPOSAL DOCUMENTATION. All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of NOLA-PS.
- 3.8 REBID. NOLA-PS may elect to rebid this project if NOLA-PS believes that, in its sole discretion, it is in the best interest of NOLA-PS to do so.
- 3.9 MULTIPLE CONTRACT AWARDS. NOLA-PS reserves the right to award multiple contracts under this RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of NOLA-PS. The decision to



award multiple contracts, award only one contract, or to make no awards rests solely with NOLA-PS. These facts should be taken into consideration by each Proposer.

- 3.10 OPEN RECORDS POLICY. NOLA-PS is a governmental entity subject to the Louisiana Public Information Act. Proposals submitted to NOLA-PS as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Proposer believes that its response, or parts of its response, may be exempted from disclosure under Louisiana law, the Proposer must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Proposer must specify which exception(s) to the Louisiana Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. NOLA-PS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Proposers.
- 3.11 NOLA-PS RESERVATIONS reserves the right to:
1. Cancel this solicitation in whole or in part, at the sole discretion of NOLA-PS.
  2. Accept, reject, or negotiate modifications in any terms of the Proposer's proposal or any parts thereof.
  3. Conduct oral interviews/discussions or presentations necessary to select the best value Proposer and/or to obtain request for pricing.
  4. Reject and/or disqualify any or all proposals received.
  5. To award contracts for individual products or services as may appear advantageous.
  6. To negotiate separately in any manner necessary to serve the best interest of NOLA-PS.
  7. Waive any formalities, technicalities, or other defects if deemed in the best interest of NOLA-PS.
  8. Request clarification and/or correction by Proposer(s) to eliminate minor errors, clerical errors, and/or non-substantive irregularities.
  9. Be the sole judge of quality and equality.
  10. Award one or more contracts, in part or in whole, to a single or multiple Proposers, in NOLA-PS's sole discretion.
  11. Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.
- 3.12 DEFAULT CONDITIONS. If the Proposer breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, NOLA-PS will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five (5) days written notice to the Proposer.

NOLA-PS will then be relieved of all obligations, except to pay the value of the Proposer's prior performance (at a cost not exceeding the contract rate). The Proposer will be liable to NOLA-PS for all costs exceeding the contract price that NOLA-PS incurs in completing or procuring the service as described in the proposal. NOLA-PS's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

- 3.13 QUANTITIES REQUIRED are substantially correct. The NOLA-PS reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Proposer.
- 3.14 NO GUARANTEE OF QUANTITIES. NOLA-PS makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. NOLA-PS makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.
- 3.15 DELIVERIES required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges. For shipments (if applicable) designated on the purchase order to the NOLA-PS, 2401 Westbend Parkway, New Orleans, LA. 70114, delivery hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. NO DELIVERIES WILL BE ACCEPTED AFTER 4:00 P.M.
- 3.16 OTHER REQUIREMENTS. Any problems or discrepancies that are not covered by the above requirements should be directed to the Director of Procurement, Dr. Shawan Bellow at sbellow@nolapublicschools.com for a determination or clarification prior to any action taken on said problem or discrepancy. If the Proposer fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
- 3.17 FUNDING OUT CLAUSE. The term of this Contract is a commitment of the NOLA-PS's current revenue only.
- 3.17.1 The Board retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
- 3.17.2 The contract is conditioned on a best effort attempt by the Board to obtain and appropriate funds for payment of the contract.
- 3.18 NON-APPROPRIATION OF FUNDS. Renewal of this Contract, if any, will be in accordance with Applicable LAW concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this RFP/Contract or obligation imposed on NOLA-PS by this Contract, NOLA-PS shall have the right to terminate this applicable Contract or any Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of NOLA-PS if it is determined by NOLA-PS, at its sole discretion, that there are insufficient funds to extend this Contract or any Purchase Order. The parties agree that this RFP/Contract and/or any Purchase Order are commitments of the current revenue of NOLA-PS only.
- 3.19 NO WAIVER OF IMMUNITY. NOLA-PS does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein.
- 3.20 COMPLIANCE WITH LAWS. Vendor shall comply with all applicable federal, state, local, and State of Louisiana laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other

documentation necessary to perform this Contract. Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

3.21 ALL CONTRACTS AND AGREEMENTS between Merchants and NOLA-PS shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws, if applicable. Reference: Uniform Commercial Code or latest, Official Text.

3.22 GOVERNING LAW AND EXCLUSIVE VENUE. The laws of the State of Louisiana, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving NOLA-PS must be brought exclusively in the state and federal courts located in New Orleans, Louisiana, and the parties hereby submit to the exclusive jurisdiction of said courts.

3.23 PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200). When NOLA-PS seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). (See 17.0 EDGAR CONTRACT ADDENDUM)

3.23.1 All Vendors awarded a contract under this proposal must complete the NOLA-PS EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific NOLA-PS purchases using federal grant funds.

3.23.2 This information will be made available to the NOLA-PS for its use while considering their purchasing options when using federal grant funds.

3.24 WORKFORCE (IF APPLICABLE). Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which/shall be performed under this RFP/Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on NOLA-PS property, nor may such workers be intoxicated or under the influence of alcohol or drugs on NOLA-PS property.

3.25 ORDERING PROCEDURES. A purchasing commitment represents an obligation to pay a Vendor for future delivery of goods or services. NOLA-PS’s purchase commitments are made via Purchase Orders. No payments will be made for work performed or goods delivered before a Purchase Order is issued by the Procurement Department.

Purchase Order do so at their own risk. Purchase Orders are issued by NOLA-PS and submitted electronically to the Vendor by fax or email.

3.26 NOLA-PS will make payments directly to Vendor. NOLA-PS shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor.

- 3.27 NO SUBSTITUTION. Any Purchase Order issued pursuant to a Contract shall conform to the specifications and descriptions identified in this RFP. Vendor shall not deliver substitutes without prior written authorization from NOLA-PS.
- 3.28 VENDOR PERFORMANCE. Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work or Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.
- 3.29 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, timeless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to finish information

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

# **OPTION A (Specifications)**

**TRADITIONAL FULL-SERVICE STUDENT BUS AND/OR  
VAN TRANSPORTATION**

## 4.0 SPECIFICATIONS

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### **SCOPE OF SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS and in accordance with Orleans Parish School Board Policy (**Attachment A**). All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **Please see additional Scope of Work in Section 2.0 – Scope of Work Option A – Traditional Full-Service Student Bus and/or Van Transportation**

### **SPECIFICATIONS:**

#### **TRADITIONAL FULL-SERVICE STUDENT BUS AND/OR VAN TRANSPORTATION:**

The Proposer should be aware that the intent of this contract is for NOLA-PS to hold the Proposer accountable for the reliable and efficient operation of a Transportation system that services our students both efficiently and effectively. It is not the intent of this contract to specify required practices or procedures but to hold the Proposer to a very high level of performance. The Proposer is given the flexibility to develop and perform their own programs, provided required performance standards relating to the reliability and safety of the service are met and the work is completed within the bounds outlined in this RFP.

#### **Location of Services:**

The District serves students and families throughout Orleans Parish. The Proposer is required to service students who live within Orleans Parish to include the Westbank and Algiers.

#### **Staffing:**

The Proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to NOLA-PS upon request.

The Proposer will, at the request of the School Operations Manager, Director of Operations, or Chief Operating Officer, immediately remove from the Work Site any person employed on the Work Site who, in the opinion of NOLA-PS, is incompetent or who has been conducting him- or herself improperly. The Proposer will not permit a person so removed to remain on or return to the Work Site or any NOLA-PS site. The Proposer shall maintain adequate staffing at all times. All the Proposer's employees shall be neatly dressed and shall be presentable, helpful, friendly and cooperative at all times. The children's interest in transportation takes precedence over the interests of the Proposer, its drivers, or NOLA-PS. Drivers and all other persons encountering the children must be of stable

personality and of the highest moral character. NOLA-PS places and the Proposer accepts full responsibility of assuring such qualities in personnel.

**Appointment of Supervisor:**

The Proposer will appoint an experienced Supervisor residing in the Greater New Orleans area to be responsible for all work required under the contract. The Supervisor will manage all technical activities of the Proposer (scheduling, routing, drivers, buses, etc.) as well as business activities (compliance, inspection, billing, etc.) and must be trained and experienced in the supervision of bus drivers. The Supervisor must be acceptable to NOLA-PS and receive on behalf of the Proposer any order or communication relating to the work on this contract. The Supervisor will be readily accessible to NOLA-PS personnel at all times and will have communication equipment (cell phone and email).

**Assignments:**

Services shall be performed by qualified, trained and properly licensed personnel who are directly employed by the Proposer. The Proposer will not make any assignments or subcontract any work under this agreement without prior written permission from NOLA-PS.

**Vans\* For Transporting Special Needs Students (Does not apply for Type D Proposers)**

The Proposer shall ensure that all vans have functional video and audio recording equipment, first aid kits, fire extinguishers, back-up alarms, functional exit doors, working two-way radios, working air conditioning, heat, and an up-to-date inspection sticker. The route number must be posted on the side of the van and on the front of the van, visible to potential passengers. These conditions must be met on all vans that service NOLA-PS, per requirements dictated by the Orleans Parish School Board and by NOLA-PS leadership. Financial penalties may be issued for any instance of non-compliance.

**\*NOLA-PS Schools provides special transportation services for students who require specific transportation as per their IEPs. These transportation accommodations range from door-to-door service on regular bus routes, specialized seating, or transportation via van, shuttle, lift/minibus with a certified monitor.**

**Buses:**

The Proposer shall ensure that all buses have working Air Condition, heat, GPS, operational 3-point camera system, first aid kits, fire extinguishers, operational and lighted stop arms, back-up alarms, functional exit doors, a functional front arm extension, working two-way radios, and an up-to-date inspection sticker. The Route Number must be posted on the side of the bus and on the front of the bus, visible to potential passengers. These conditions must be met on all buses that service NOLA-PS, per requirements dictated by the State Department of Education, Orleans Parish School District and by NOLA-PS leadership. Financial penalties may be issued for any instance of non-compliance.

**Confidentiality:** Confidentiality is required from the Proposer and its employees at all times.

**Legal:** The Proposer must fulfill all obligations in compliance with all applicable laws and regulations, including the Occupational Health and Safety Act. The Proposer must notify NOLA-PS concerning any litigation involving the Proposer or its parent or subsidiary companies. The Proposer must report to NOLA-PS any bus driver who has been arrested for any offense related to operating any vehicle. Proposer must follow all state and parish laws regarding operation and maintenance of vehicles utilized for student transportation.

**Responsibility:** The Proposer will be responsible for all damage to the School's property, equipment,



and buildings caused by its employees or its equipment. The Proposer will also be responsible for any injuries to persons caused by its staff or equipment. The Proposer must be knowledgeable about and abide by all provisions of legislative enactments, by-laws and regulations in regard to safety.

**Insurance:** Proposer shall obtain and maintain, at all times this Agreement is in effect, insurance with carriers having an AM Best rating of [A-:VII], against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Contractor business including, but not limited to, the following minimum limits set forth below:

- Commercial general liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate. Must include coverage for sexual abuse or molestation.
- Business automobile insurance covering all owned, hired, and non-owned vehicles:
- \$1,000,000.00 combined single limit.
- Workers' compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
- Sexual Abuse & Molestation coverage must be included with full limits on the General Liability
- \$5,000 per person medical payment coverage on Auto Liability and General Liability
- Excess or Umbrella coverage with limits of not less than \$5,000,000 which shall be excess over

# **OPTION B (Specifications)**

**SPECIAL EDUCATION FULL-SERVICE STUDENT BUS  
AND/OR VAN TRANSPORTATION**

## 4.0 SPECIFICATIONS

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### **SCOPE OF SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS and in accordance with Orleans Parish School Board Policy (**Attachment A**). All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

The District provides Special Education Transportation for students that require transportation accommodations via their Individualized Education Plan (IEP). These services require transportation directly from the student's home to and from school. This may include routes that require either a school bus equipped with a wheelchair lift, a childcare attendant or both.

### **Please see additional Scope of Work in Section 2.0 – Scope of Work Option B – Special Education Full-Service Student Bus and/or Van Transportation**

### **SPECIAL EDUCATION FULL-SERVICE STUDENT BUS AND/OR VAN TRANSPORTATION:**

#### **SPECIFICATIONS:**

The Proposer should be aware that the intent of this contract is for NOLA-PS to hold the Proposer accountable for the reliable and efficient operation of a Transportation system that services our students both efficiently and effectively. It is not the intent of this contract to specify required practices or procedures but to hold the Proposer to a very high level of performance. The Proposer is given the flexibility to develop and perform their own programs, provided required performance standards relating to the reliability and safety of the service are met and the work is completed within the bounds outlined in this RFP.

#### **Location of Services:**

The District serves students and families throughout Orleans Parish. The Proposer is required to service students who live within Orleans Parish to include the Westbank and Algiers.

#### **Staffing:**

The Proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to NOLA-PS upon request.

The Proposer will, at the request of the School Operations Manager, Director of Operations, or Chief Operating Officer, immediately remove from the Work Site any person employed on the Work Site

who, in the opinion of NOLA-PS, is incompetent or who has been conducting him- or herself improperly. The Proposer will not permit a person so removed to remain on or return to the Work Site or any NOLA-PS site. The Proposer shall maintain adequate staffing at all times. All the Proposer's employees shall be neatly dressed and shall be presentable, helpful, friendly and cooperative at all times. The children's interest in transportation takes precedence over the interests of the Proposer, its drivers, or NOLA-PS. Drivers and all other persons encountering the children must be of stable personality and of the highest moral character. NOLA-PS places and the Proposer accepts full responsibility of assuring such qualities in personnel.

**Appointment of Supervisor:**

The Proposer will appoint an experienced Supervisor residing in the Greater New Orleans area to be responsible for all work required under the contract. The Supervisor will manage all technical activities of the Proposer (scheduling, routing, drivers, buses, etc.) as well as business activities (compliance, inspection, billing, etc.) and must be trained and experienced in the supervision of bus drivers. The Supervisor must be acceptable to NOLA-PS and receive on behalf of the Proposer any order or communication relating to the work on this contract. The Supervisor will be readily accessible to NOLA-PS personnel at all times and will have communication equipment (cell phone and email).

**Assignments:**

Services shall be performed by qualified, trained and properly licensed personnel who are directly employed by the Proposer. The Proposer will not make any assignments or subcontract any work under this agreement without prior written permission from NOLA-PS.

**Vans\* For Transporting Special Needs Students (Does not apply for Type D Proposers):**

The Proposer shall ensure that all vans have functional video and audio recording equipment, first aid kits, fire extinguishers, back-up alarms, functional exit doors, working two-way radios, working air conditioning, heat, and an up-to-date inspection sticker. The route number must be posted on the side of the van and on the front of the van, visible to potential passengers. These conditions must be met on all vans that service NOLA-PS, per requirements dictated by the Orleans Parish School Board and by NOLA-PS leadership. Financial penalties may be issued for any instance of non-compliance.

**\*NOLA-PS Schools provides special transportation services for students who require specific transportation as per their IEPs. These transportation accommodations range from door-to-door service on regular bus routes, specialized seating, or transportation via van, shuttle, lift/minibus with a certified monitor.**

**Buses:**

The Proposer shall ensure that all buses have working Air Condition, heat, GPS, operational 3-point camera system, first aid kits, fire extinguishers, operational and lighted stop arms, back-up alarms, functional exit doors, a functional front arm extension, working two- way radios, and an up-to-date inspection sticker. The Route Number must be posted on the side of the bus and on the front of the bus, visible to potential passengers. These conditions must be met on all buses that service NOLA-PS, per requirements dictated by the State Department of Education, Orleans Parish School District and by NOLA-PS leadership. Financial penalties may be issued for any instance of non-compliance.

**Confidentiality:** Confidentiality is required from the Proposer and its employees at all times.

**Legal:** The Proposer must fulfill all obligations in compliance with all applicable laws and regulations, including the Occupational Health and Safety Act. The Proposer must notify NOLA-PS concerning

any litigation involving the Proposer or its parent or subsidiary companies. The Proposer must report to NOLA-PS any bus driver who has been arrested for any offense related to operating any vehicle. Proposer must follow all state and parish laws regarding operation and maintenance of vehicles utilized for student transportation.

**Responsibility:** The Proposer will be responsible for all damage to the School's property, equipment, and buildings caused by its employees or its equipment. The Proposer will also be responsible for any injuries to persons caused by its staff or equipment. The Proposer must be knowledgeable about and abide by all provisions of legislative enactments, by-laws and regulations in regard to safety.

**Insurance:** Proposer shall obtain and maintain, at all times this Agreement is in effect, insurance with carriers having an AM Best rating of [A-:VII], against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Contractor business including, but not limited to, the following minimum limits set forth below:

- Commercial general liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate. Must include coverage for sexual abuse or molestation.
- Business automobile insurance covering all owned, hired, and non-owned vehicles:
- \$1,000,000.00 combined single limit.
- Workers' compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
- Sexual Abuse & Molestation coverage must be included with full limits on the General Liability
- \$5,000 per person medical payment coverage on Auto Liability and General Liability
- Excess or Umbrella coverage with limits of not less than \$5,000,000 which shall be excess over

# **OPTION C (Specifications)**

## **TRADITIONAL AND SPECIAL EDUCATION FULL-SERVICE STUDENT BUS AND/OR VAN TRANSPORTATION**

## 4.0 SPECIFICATIONS

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### **SCOPE OF SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS and in accordance with Orleans Parish School Board Policy (**Attachment A**). All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS. The transportation services shall include regular routes and special education routes.

The District provides Special Education Transportation for students that require transportation accommodations via their Individualized Education Plan (IEP). These services require transportation directly from the student's home to and from school. This may include routes that require either a school bus equipped with a wheelchair lift, a childcare attendant or both.

All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **Please see additional Scope of Work in Section 2.0 – Scope of Work Option C – Traditional and Special Education Full-Service Student Bus and/or Van Transportation**

### **TRADITIONAL AND SPECIAL EDUCATION FULL-SERVICE STUDENT BUS AND/OR VAN TRANSPORTATION:**

#### **SPECIFICATIONS:**

The Proposer should be aware that the intent of this contract is for NOLA-PS to hold the Proposer accountable for the reliable and efficient operation of a Transportation system that services our students both efficiently and effectively. It is not the intent of this contract to specify required practices or procedures but to hold the Proposer to a very high level of performance. The Proposer is given the flexibility to develop and perform their own programs, provided required performance standards relating to the reliability and safety of the service are met and the work is completed within the bounds outlined in this RFP.

#### **Location of Services:**

The District serves students and families throughout Orleans Parish. The Proposer is required to service students who live within Orleans Parish to include the Westbank and Algiers.

**Staffing:**

The Proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to NOLA-PS upon request.

The Proposer will, at the request of the School Operations Manager, Director of Operations, or Chief Operating Officer, immediately remove from the Work Site any person employed on the Work Site who, in the opinion of NOLA-PS, is incompetent or who has been conducting him- or herself improperly. The Proposer will not permit a person so removed to remain on or return to the Work Site or any NOLA-PS site. The Proposer shall maintain adequate staffing at all times. All the Proposer's employees shall be neatly dressed and shall be presentable, helpful, friendly and cooperative at all times. The children's interest in transportation takes precedence over the interests of the Proposer, its drivers, or NOLA-PS. Drivers and all other persons encountering the children must be of stable personality and of the highest moral character. NOLA-PS places and the Proposer accepts full responsibility of assuring such qualities in personnel.

**Appointment of Supervisor:**

The Proposer will appoint an experienced Supervisor residing in the Greater New Orleans area to be responsible for all work required under the contract. The Supervisor will manage all technical activities of the Proposer (scheduling, routing, drivers, buses, etc.) as well as business activities (compliance, inspection, billing, etc.) and must be trained and experienced in the supervision of bus drivers. The Supervisor must be acceptable to NOLA-PS and receive on behalf of the Proposer any order or communication relating to the work on this contract. The Supervisor will be readily accessible to NOLA-PS personnel at all times and will have communication equipment (cell phone and email).

**Assignments:**

Services shall be performed by qualified, trained and properly licensed personnel who are directly employed by the Proposer. The Proposer will not make any assignments or subcontract any work under this agreement without prior written permission from NOLA-PS.

**Vans\* For Transporting Special Needs Students (Does not apply for Type D Proposers):**

The Proposer shall ensure that all vans have functional video and audio recording equipment, first aid kits, fire extinguishers, back-up alarms, functional exit doors, working two-way radios, working air conditioning, heat, and an up-to-date inspection sticker. The route number must be posted on the side of the van and on the front of the van, visible to potential passengers. These conditions must be met on all vans that service NOLA-PS, per requirements dictated by the Orleans Parish School Board and by NOLA-PS leadership. Financial penalties may be issued for any instance of non-compliance.

**\*NOLA-PS Schools provides special transportation services for students who require specific transportation as per their IEPs. These transportation accommodations range from door-to-door service on regular bus routes, specialized seating, or transportation via van, shuttle, lift/minibus with a certified monitor.**

**Buses:**

The Proposer shall ensure that all buses have working air condition, heat, GPS, operational 3-point camera system, first aid kits, fire extinguishers, operational and lighted stop arms, back-up alarms, functional exit doors, a functional front arm extension, working two- way radios, and an up-to-date



inspection sticker. The Route Number must be posted on the side of the bus and on the front of the bus, visible to potential passengers. These conditions must be met on all buses that service NOLA-PS, per requirements dictated by the State Department of Education, Orleans Parish School District and by NOLA-PS leadership. Financial penalties may be issued for any instance of non-compliance.

**Confidentiality:** Confidentiality is required from the Proposer and its employees at all times.

**Legal:** The Proposer must fulfill all obligations in compliance with all applicable laws and regulations, including the Occupational Health and Safety Act. The Proposer must notify NOLA-PS concerning any litigation involving the Proposer or its parent or subsidiary companies. The Proposer must report to NOLA-PS any bus driver who has been arrested for any offense related to operating any vehicle. Proposer must follow all state and parish laws regarding operation and maintenance of vehicles utilized for student transportation.

**Responsibility:** The Proposer will be responsible for all damage to the School's property, equipment, and buildings caused by its employees or its equipment. The Proposer will also be responsible for any injuries to persons caused by its staff or equipment. The Proposer must be knowledgeable about and abide by all provisions of legislative enactments, by-laws and regulations in regard to safety.

**Insurance:** Proposer shall obtain and maintain, at all times this Agreement is in effect, insurance with carriers having an AM Best rating of [A-VII], against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Contractor business including, but not limited to, the following minimum limits set forth below:

- Commercial general liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate. Must include coverage for sexual abuse or molestation.
- Business automobile insurance covering all owned, hired, and non-owned vehicles:
- \$1,000,000.00 combined single limit.
- Workers' compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
- Sexual Abuse & Molestation coverage must be included with full limits on the General Liability
- \$5,000 per person medical payment coverage on Auto Liability and General Liability
- Excess or Umbrella coverage with limits of not less than \$5,000,000 which shall be excess over

# **OPTION D(Specifications)**

## **STUDENT TRANSPORTATION AND MANAGEMENT SERVICES**

## 4.0 SPECIFICATIONS

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### **SCOPE OF SERVICES:**

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year. The Proposer shall provide all transportation services as specified by NOLA-PS and in accordance with Orleans Parish School Board Policy (**Attachment A**). All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

The Proposer is responsible for all day-to-day Student Transportation operation for NOLA-PS via District owned fleet. The Proposer must have all staff, equipment, and procedures in place before regular service begins at the start of the school year to transport students via District owned fleet. The Proposer shall provide all transportation services as specified by NOLA-PS.

The transportation services shall include regular routes and special education routes. The District provides Special Education Transportation for students that require transportation accommodations via their Individualized Education Plan (IEP). These services require transportation directly from the student's home to and from school.

All stops and routes are to meet the specifications below but shall otherwise be designed to be as convenient as possible for the parents and students utilizing these Transportation Services.

### **Please see additional Scope of Work in Section 2.0 – Scope of Work Option D – Student Transportation And Management Services**

### **STUDENT TRANSPORTATION AND MANAGEMENT SERVICES:**

#### **SPECIFICATIONS:**

The Proposer should be aware that the intent of this contract is for NOLA-PS to hold the Proposer accountable for the reliable and efficient operation of a Transportation system that services our students both efficiently and effectively. It is not the intent of this contract to specify required practices or procedures but to hold the Proposer to a very high level of performance. The Proposer is given the flexibility to develop and perform their own programs, provided required performance standards relating to the reliability and safety of the service are met and the work is completed within the bounds outlined in this RFP.

#### **Location of Services:**

The District serves students and families throughout Orleans Parish. The Proposer is required to service students who live within Orleans Parish to include the Westbank and Algiers.

**\*NOLA-PS Schools provides special transportation services for students who require specific transportation as per their IEPs. These transportation accommodations range from door-to-door**

**service on regular bus routes, specialized seating, or transportation via van, shuttle, lift/minibus with a certified monitor.**

**Staffing:**

The Proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to NOLA-PS upon request.

The Proposer will, at the request of the School Operations Manager, Director of Operations, or Chief Operating Officer, immediately remove from the Work Site any person employed on the Work Site who, in the opinion of NOLA-PS, is incompetent or who has been conducting him- or herself improperly. The Proposer will not permit a person so removed to remain on or return to the Work Site or any NOLA-PS site. The Proposer shall maintain adequate staffing at all times. All the Proposer's employees shall be neatly dressed and shall be presentable, helpful, friendly and cooperative at all times. The children's interest in transportation takes precedence over the interests of the Proposer, its drivers, or NOLA-PS. Drivers and all other persons encountering the children must be of stable personality and of the highest moral character. NOLA-PS places and the Proposer accepts full responsibility of assuring such qualities in personnel.

**Appointment of Supervisor:**

The Proposer will appoint an experienced Supervisor residing in the Greater New Orleans area to be responsible for all work required under the contract. The Supervisor will manage all technical activities of the Proposer (scheduling, routing, drivers, buses, etc.) as well as business activities (compliance, inspection, billing, etc.) and must be trained and experienced in the supervision of bus drivers. The Supervisor must be acceptable to NOLA-PS and receive on behalf of the Proposer any order or communication relating to the work on this contract. The Supervisor will be readily accessible to NOLA-PS personnel at all times and will have communication equipment (cell phone and email).

**Assignments:**

Services shall be performed by qualified, trained and properly licensed personnel who are directly employed by the Proposer. The Proposer will not make any assignments or subcontract any work under this agreement without prior written permission from NOLA-PS.

**Confidentiality:** Confidentiality is required from the Proposer and its employees at all times.

**Legal:** The Proposer must fulfill all obligations in compliance with all applicable laws and regulations, including the Occupational Health and Safety Act. The Proposer must notify NOLA-PS concerning any litigation involving the Proposer or its parent or subsidiary companies. The Proposer must report to NOLA-PS any bus driver who has been arrested for any offense related to operating any vehicle. Proposer must follow all state and parish laws regarding operation and maintenance of vehicles utilized for student transportation.

**Responsibility:** The Proposer will be responsible for all damage to the School's property, equipment, and buildings caused by its employees or its equipment. The Proposer will also be responsible for any injuries to persons caused by its staff or equipment. The Proposer must be knowledgeable about and abide by all provisions of legislative enactments, by-laws and regulations in regard to safety.

**Insurance:** Proposer shall obtain and maintain, at all times this Agreement is in effect, insurance with

carriers having an AM Best rating of [A-:VII], against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Contractor business including, but not limited to, the following minimum limits set forth below:

- Commercial general liability: \$1,000,000.00 per occurrence; \$2,000,000 general aggregate. Must include coverage for sexual abuse or molestation.
- Workers' compensation: as required by state law with statutory limits and also minimum Employers Liability limits of \$1,000,000.
- Sexual Abuse & Molestation coverage must be included with full limits on the General Liability
- \$5,000 per person medical payment coverage on Auto Liability and General Liability
- Excess or Umbrella coverage with limits of not less than \$5,000,000 which shall be excess over

## 5.0 SPECIAL TERMS & CONDITIONS

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### 5.1.0 AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by NOLA-PS to be the best value to NOLA-PS. To qualify for evaluation, a proposal must have been submitted sealed and on time and must materially satisfy all mandatory requirements identified in this document.

### 5.2.0 DEVIATIONS AND EXCEPTIONS TO REQUIREMENTS

Deviations or exceptions MUST BE stipulated in Vendor's response. Deviations and Exceptions may result in disqualification or acceptance i.e. To be Determined in the BEST interest of NOLA-PS.

### 5.3.0 ADDITIONAL CONTRACTURAL OBLIGATIONS

**Proposer must also provide information and documentation that assures their ability to deliver on the following expectations:**

1. Proposer must work with NOLA-PS to effectively and regularly communicate student demographic information, bus rosters, and routes across all pertinent systems, including NOLA-PS's Student Information System, the Proposer's Routing System, and the Proposer's Dispatch System. The Proposal must include software information, communication methods, import/export specs, etc. of data management.
2. NOLA-PS may run extra academic programming that will require the creation and maintenance of new routes during the school year. The Proposer must expect (and have capacity to support) a large number of rosters and route changes during the first two to four weeks of school and again after the Winter Break. Proposer may be asked to build new routes from existing stops based on student roster for afterschool programming, Summer School, inter-sessions, regular athletic programs, etc.
3. Bus driver skills are essential for maintaining a safe and reliable busing system. These skills are gained through training and experience. NOLA-PS requires that all drivers and staff are trained in accordance with all Federal, State and local regulations. In addition to this, NOLA-PS requires that all staff be trained in and familiar with all NOLA-PS transportation policies and procedures. The proposer must include information on how drivers and staff are trained, to include the frequency of regular safety meetings.

## 6.0 EVALUATION CRITERIA /PROCESS

### EVALUATION OF PROPOSALS

The evaluation of the proposal will be performed by a committee consisting of designees of NOLA-PS. It is critical to the ultimate award of this Request for Proposal the proposal be complete and accurate. While cost is an important factor, it should be understood that the NOLA-PS is under no obligation to accept the lowest proposal. In evaluating qualified proposals, the following considerations will be taken into account for award recommendations (if applicable).

Evaluation Criteria	Elements	Score
<b>1. Proposer's Experience and Qualifications</b>	A minimum of 5 years of experience in providing school-based student transportation services in strict accordance with current Louisiana law and a minimum of 3 years experience working in New Orleans Public Schools.	<b>20</b>
	Qualifications and licensure of the company's primary personnel assigned to the project	<b>10</b>
	Project leader/team have the capacity, experience, and qualification to make the project a success and meet the requirements of this RFP	<b>10</b>
<b>2. Quality of Proposed Services</b>	Firm's Methodology and Approach to carrying out the services outlined in the RFP	<b>10</b>
<b>3. Headquarter Location</b>	<p><b>10 Points:</b> Principal of Business and Registered Office in Orleans Parish as listed with the Louisiana Secretary of State</p> <p><b>7 Points:</b> Principal of Business and Registered Office in the Greater New Orleans Area (Jefferson, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, and St. Tammany) as listed with the Louisiana Secretary of State.</p> <p><b>3 Points:</b> Principal of Business and Registered Office in Louisiana as listed with the Louisiana Secretary of State.</p>	<b>10</b>
<b>4. Company Financials</b>	Three years of most recent audited company financials are requested. The audited financial reports will be reviewed to determine if the company has the financial capacity to perform the work outlined in the contract.	<b>10</b>
<b>5. Cost</b>	Lowest bid(s) receive 20 points; Highest bid(s) receive 0 points; all other bids receive between 14 and 1 points (based upon the Computed cost score formula)	<b>20</b>
<b>6. DBE</b>	Provider has demonstrated DBE Partnerships via outsourced supplies and/or services	<b>10</b>
<b>Total Points</b>		<b>100 Points</b>

## 7.0 PROPOSAL FORMS/SUBMISSIONS

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### 7.1 PROPOSAL SUBMISSION REQUIREMENTS

In addition to the requirements stated above, the proposal must address the following:

1. Three (3) to Five (5) client references (see attached form) from school districts to show evidence of past Student Transportation and Management Services. References must include the complete name of the district and individual contact name, title, phone and email information.
2. A summary of any litigation filed against your company or any of its employees in the past three (3) years which is related to the service that the company provides in its regular course of business. The summary should state the nature of the litigation, a brief description of the case, the outcomes or projected outcomes, and the monetary amounts involved.
3. A summary of any litigation filed against any entity by you or any of your principals or employees in the past ten (10) years.

### 7.2 SUBMITTAL REQUIREMENTS/SPECIFICATIONS:

To enable the Orleans Parish School Board to efficiently evaluate the Request for Proposals packages, it is requested that Respondents use the following format in preparing their proposals. **Electronic proposals that DO NOT conform to the prescribed format may be rejected and may not be evaluated.**

**Responses to this RFP will detail applicant's ability to address the Proposal Requirements using the following outline:**

#### **Proposal Response Format (Proposal Response Not to exceed 20 Pages)**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Tab 1 – Cover Letter – *Letter of Interest/Executive Summary***
  - a. Must be on Firm's Letterhead
  - b. Signed by authorized company official/agent of the firm who is committing to a potential contract with NOLA-PS
  - c. Include primary contact person
- B. **Tab 2 – Description of Firm's Background**
  - a. Brief summary of professional experience
  - b. Number of years in business
  - c. Firm's goal and objectives
  - d. Firm's overall organizational focus



**C. Tab 3 – Experience and Qualifications of Firm**

- a. Describe the firm’s ability to provide the product/service as described in the RFP.  
Describe the firm’s approach to carrying out the product/service as described in the RFP  
(Scope of Work, Specifications, and Special Terms and Conditions)
- b. Include Transportation Service Plan: Dispatch, Scheduling, Maintenance, etc.

**D. Tab 5 – Firm’s Financial & Compliance Standing**

A statement of the firm’s financial stability and ability to complete all services. In addition, provide an explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated. If default occurred, list name, address, and telephone number of the party. If No such termination occurred for default, declare it. The District will evaluate the facts, and may, at its sole discretion, reject the vendor's proposal.

**E. Tab 6 – Timeline (Table Form)**

- a. Include start date, end state, activity, and team member’s assigned to complete activity

**F. Tab 7 – Project Staff**

- a. Brief summary of backgrounds, qualifications, and experiences of all staff/team members participating with the project
- b. Include the role and responsibility of each team member on this project

**G. Tab 8 – Firm’s Organizational Chart**

- a. Include Key Members and Titles

**H. Tab 9 – References – (Provide three (3) to Five (5) References of similar scope)**

- a. Include organization’s name
- b. Industry Type
- c. Contact name, title, phone number, and email address
- d. Contract Date (s) or Years of Service(s)

**I. Tab 10 – Proposal Cost**

**J. Tab 11 – DBE and Partnerships (Appendix B)**

- a. DBE Responsiveness Form 1
- b. DBE Responsiveness Form 2
- c. DBE Certification Letter (for each company)
- d. DBE Professional Services Compliance Certification Checklist

**K. Tab 12 – Appendices**

- a. NOLA-PS Forms (Completed and signed by authorized company official/agent of the firm who is committing to a potential contract with NOLA-PS) – **(Appendix A)**
- b. Resumes or CVs of project participants
- c. Additional Information requested in the RFP

**For each of the short answer questions below the Proposer must provide a detailed response and can include additional documentation or forms if desired.**

1. As outlined in the communications portion of the scope of work requirements, what is the plan to meet or exceed the communications needs of NOLA-PS? In the event of a vehicle breakdown, accident, or any student related incident (behavior, injury etc.) involving a bus, please outline how the Proposer will work proactively with NOLA-PS to communicate the necessary information to NOLA-PS as well as the affected families. How will your staff notify NOLA-PS leadership and families in case of late buses? Lastly, how will your company run Dispatch?
2. In addition to routes to/from school, NOLA-PS runs regular field trips to enhance the student academic experience as well as to incentivize positive outcomes for students. The proposer is required to ensure that at least 1 bus is available daily to support pick-ups for field trips no later than 8:30AM. The proposer is responsible for following a field trip policy and procedures that will clearly delineate the request procedure, required forms to be used, confirmation/reminder expectations and schedule of process. Proposer must also include their plan to properly assign buses and drivers who do not have other obligations during the field trip's times. Drivers are expected to stay with the bus at all times when on a field trip. How will your company manage field trips?
3. The Proposer will enact a rigorous feedback system so that NOLA-PS and the Proposer both have regular opportunities to celebrate achievements, critique issues, and identify concerns to address. The feedback schedule must include weekly meetings during start-up, monthly meetings that focus on customer service, and bi-annual anonymous surveys submitted to students, parents, and school leadership. What is the company's feedback system, how will it be administered, and how will the data be reviewed?
4. **Situation Analysis:** While conducting PM drop offs, the bus arrives at the stop of a 6-year-old student, but no authorized adult is there to receive her. The bus arrived at the designated stop on time and the student has not had issues of previously being unmet. What do you do to keep that child safe, get all the other students home in a timely fashion, and help make sure that the unmet child gets home at a reasonable hour? Please detail the procedure as well as how you would communicate throughout the process.
5. **\*Providing Individualized Student Support:** Describe policy and procedure monitors and drivers would be trained on to respond to the following scenarios:
  - A) A nonverbal autistic student consistently gets the driver or monitor's attention by banging on the back of their seat or the windows while the vehicle is in motion.
  - B) A third-grade student with an emotional behavioral disorder uses inappropriate language regularly and when corrected, he verbally lashes out at the monitor and driver.

**\*(This only needs to be answered by companies submitting a proposal to run special education/van services)**

# **APPENDIX A**

## **NOLA-PS Required Documents**

**Please ensure that your proposal includes the following required documents:**

**Appendix A – NOLA- PS Required Documents:**

- NOLA-PS Cover Sheet - (RFP/RFQ Cover Sheet)
- 8.0 Authority to Contract on behalf of Company
- 9.0 and/or 9.1 Cost Proposal Form(s)
- 10.0 References
- 11.0 Indemnity & Insurance
- 12.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
- 13.0 Certifications Regarding Lobbying
- 14.0 Proposer's Certification
- 15.0 Non-Collusion Statement
- 16.0 Vendor Registration Form
- 17.0 Orleans Parish School Board Standards Prohibiting Conflicts of Interest
- 18.0 Proposer Guaranties and Warranties
- 19.0 Edgar Contract Addendum
- 20.0 Appendix C – Option Form

**8.0 Authority to Contract on behalf of Company**

**PRINCIPALS OF THE COMPANY**

**PRESIDENT:** \_\_\_\_\_

**VICE-PRESIDENT:** \_\_\_\_\_

**SECRETARY:** \_\_\_\_\_

**TREASURER:** \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, and ZIP:** \_\_\_\_\_

**AREA CODE & PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

LIST THE PROPOSER'S FEDERAL TAX IDENTIFICATION NUMBER \_\_\_\_\_

PROPOSER is (check one) \_\_\_\_\_ Sole Proprietorship; \_\_\_\_\_ Partnership; \_\_\_\_\_ Corporation  
(If corporation, in what state incorporated) \_\_\_\_\_; or \_\_\_\_\_ Joint Venture  
Identify parties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.0 Cost Form**



**ORLEANS PARISH SCHOOL BOARD**

**Procurement Department  
2401 Westbend Parkway, Suite 5055  
New Orleans, Louisiana 70114**

**RFP NO. 24-0066**

**STUDENT TRANSPORTATION AND MANAGEMENT SERVICES**

	<b>Bus</b>	<b>Mini Bus</b>	<b>Regular Van</b>	<b>Lift Van</b>
<b>Cost Per Route Per Day</b>				
<b>Discipline/Behavior Trained Monitor (Indicate Cost Per Run or Per Hour)</b>				
<b>Special Needs Trained Monitor (Indicate Cost Per Run or Per Hour)</b>				
<b>In-Town Field Trip (Orleans/Jefferson) (Indicate Cost - Round Trip or Per Hour)</b>				
<b>Out-of-Town Field Trip (Other Parishes &amp; States) (Indicate Cost - Round Trip or Per Hour)</b>				
<b>Total Cost</b>				
<b>Capacity of vehicle</b>				
<b>Indicate number of students</b>				
<b>Indicate number of adults</b>				
<b>Indicate number of wheelchairs</b>				

**Note: NOLA Public Schools requires that all pricing includes the costs of Air conditioning, real-time GPS Positioning, and 3 point camera systems (with Audio) on ALL routes.**

ORLEANS PARISH SCHOOL BOARD (NOLA-PS) reserves the right to consider/approve additional products/services available during the life of this agreement that have yet to be developed but would enhance the products/services provided under this agreement. Such considerations should be made available as part of the routine products/services included in this agreement and made available to client similar to ORLEANS PARISH SCHOOL BOARD (NOLA-PS) at no additional fee.

Should additional fees be required for products/services not yet developed, ORLEANS PARISH SCHOOL BOARD (NOLA-PS) shall receive a cost justification proposal for the added product or service and shall have the right to accept or reject any such offer independent of the original agreement, to negotiate with the successful vendor for additional value and to counteroffer additional value, which may include pricing, additional warranty, technical support and/or training.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**9.1 Cost Form**



**ORLEANS PARISH SCHOOL BOARD**

**Procurement Department  
2401 Westbend Parkway, Suite 5055  
New Orleans, Louisiana 70114**

**RFP NO. 24-0066**

**STUDENT TRANSPORTATION AND MANAGEMENT SERVICES**

The total **ANNUAL** fee for providing **MANAGEMENT SERVICES:**

**Fee:** \_\_\_\_\_  
(in figures)

**Fee:** \_\_\_\_\_  
(in words)

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

ORLEANS PARISH SCHOOL BOARD (NOLA-PS) reserves the right to consider/approve additional products/services available during the life of this agreement that have yet to be developed but would enhance the products/services provided under this agreement. Such considerations should be made available as part of the routine products/services included in this agreement and made available to client similar to ORLEANS PARISH SCHOOL BOARD (NOLA-PS) at no additional fee.

Should additional fees be required for products/services not yet developed, ORLEANS PARISH SCHOOL BOARD (NOLA-PS) shall receive a cost justification proposal for the added product or service and shall have the right to accept or reject any such offer independent of the original agreement, to negotiate with the successful vendor for additional value and to counteroffer additional value, which may include pricing, additional warranty, technical support and/or training.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## 10.0 REFERENCES

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Please complete References below:

1. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
  
2. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
  
3. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
  
4. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_
  
5. School System \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_

**11.0 INDEMNITY AND INSURANCE**

- A. The Contractor shall indemnify and hold harmless the NOLA-PS, its Board Members, Officers, Staff Directors, etc. for and against any and all losses, damages, and liabilities whatsoever for injury to or death of persons, or loss of or damage to property, including Government property of any kind or nature caused by, or arising out of the performance of the work or services required hereunder by the contractor or the officers, employees, or agents of the Contractor.
  
- B. The Contractor shall, as a minimum, obtain and maintain during the entire period of performance of this contract insurance provided by insurers authorized to transact business in the State of Louisiana, has and maintains a minimum of a “A” rating or better financial size category as shown in the most current AM Best Company ratings the following coverage placements:
  - 1. Workers Compensation and Employers Liability: Workers’ Compensation insurance limits as required by the Statutory Labor Code of the State of Louisiana and Employer’s Liability coverage with a minimum limit of \$1,000,000. The policy shall include a waiver of subrogation in favor of the District (NOLA-PS).
  - 2. General Liability insurance including Products/Completed Operations Coverage and Contractual Coverage. The minimum limits of liability for bodily injury shall be \$1,000,000 per occurrence and \$1,000,000 aggregate and for property damages no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy shall include a waiver of subrogation in favor of the NOLA-PS. The additional insured endorsement will also be needed.
  - 3. Automobile Liability insurance including coverage on all non-owned and hired vehicles used in conjunction with the contract. Minimum limits of liability \$250,000/\$500,000 bodily injury and \$100,000 Property Damage. The policy shall include a waiver of subrogation in favor of the NOLA-PS.
  - 4. The proposer guarantees to give a minimum of thirty (30) days written notice of cancellation, major change, or expiration of insurance.
  - 5. The proposer shall furnish the NOLA-PS with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The NOLA-PS will be shown as the certificate holder.

**ADDITIONAL INSURANCE REQUIREMENTS**

The Contractor shall provide a Certificate of Insurance Evidencing Errors and Omissions liability insurance coverage subject to limits of liability of not less than \$1,000,000.00. Furthermore, it shall be mutually agreed that NOLA-PS shall be solely responsible for the contents of any information or documentation, which NOLA-PS may provide to the Contractor to rely upon in the process of this service agreement. Notwithstanding the aforementioned provision, the Contractor shall be responsible for any damages or liabilities to the extent that they result from the Contractor’s actual errors, omissions, or negligence pursuant to this Agreement. No changes, modifications, or limitations to these insurance requirements shall be permitted.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**12.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (Form AD-1048)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructions for Completing Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions  
(Form AD-1048)**

NOTE: Each responsive proposer must include this certification statement with each proposal exceeding \$100,000, or any contract for audit services regardless of amount.

1. By signing and submitting this form, the prospective lower tier participant providing the certification set out on the above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**13.0 CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

The undersigned certifies, to the best of this or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards (exceeding \$100,000 in Federal funds) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Name of Vendor:** \_\_\_\_\_

**Address of Vendor:** \_\_\_\_\_

**Title of Submitting**

**Official:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**14.0 PROPOSER'S CERTIFICATION**

**TO: ORLEANS PARISH SCHOOL BOARD**

*Procurement Department*  
2401 Westbend Parkway, Fifth Floor, New Orleans, LA 70114

**Acknowledgment of Addendum:**

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

1. Having read the **Request for Proposal No. 24 – 0066 Student Transportation and Management Services**. I, the undersigned, authorized to represent the corporation, partnership, sole proprietorship (the Company) listed below, hereby submit to the Orleans Parish School Board this Request for Proposals for providing the service as listed above.

2. This proposal is submitted on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. I further certify that I/we have examined and fully comprehend the scope and conditions supplied for the consulting services for collections and that the Company agrees to furnish to the NOLA-PS said services for the payment amount listed on the attached Price Proposal form.

4. In submitting this proposal, the Proposer agrees to the terms and conditions of the Request for Proposal, including the Specifications and instructions to Proposers. If this proposal is signed by a partner, the person hereby states that he/she has the authority to bind the partnership; if signed by a corporate officer or employee, that person hereby states that he or she has the authority to bind the corporation. **(Corporate Resolution or written evidence (i.e. memo, letterhead, or board minutes) of the authority of the person signing the proposal is required to be attached and submitted with the Proposal Documents.**

Signature of Company Representative: \_\_\_\_\_

Representative's Title: \_\_\_\_\_ Date: \_\_\_\_\_

**15.0 NON-COLLUSION STATEMENT**

State of Louisiana

Parish of Orleans

\_\_\_\_\_,

States that he/she is \_\_\_\_\_ (a partner of the firm, officer of the corporation, or individual making the foregoing proposal or bid); that said bid is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham bid or to refrain from bidding, collusion, or communication or conference, with any person, to fix the bid price or affiant or any other proposer, or to fix any overhead, profit or cost element, or that of any other proposer, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said bid or proposal are true.

\_\_\_\_\_  
**(Signature)**





**17.0 ORLEANS PARISH SCHOOL BOARD STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with Orleans Parish School Board:

- a. The Proposer, Bidder or Vendor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NOLA-PS Official, Board Member or employee or to any member of the immediate family of any such NOLA-PS Official or employee, or partnership, firm or corporation with which they are employed or associated, or in which such NOLA-PS Official, Board Member or employee has an interest. {"Immediate family" means children, the spouses of the children, brothers and their spouses, sisters and their spouses, parents, spouse, and the parents of the spouse. La. R.S. 42:1102(13)}.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NOLA-PS Official or employee from the contractor shall be reported in writing forthwith by the contractor to the NOLA-PS Official.
- c. The Proposer, Bidder or Vendor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any NOLA-PS Official, Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the NOLA-PS, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest.
- d. Any relationships subject to this provision shall be reported in writing forthwith to the NOLA-PS Official, who may grant a waiver of this restriction upon application of the NOLA-PS Official, Board Member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- e. No Proposer, Bidder or Vendor shall influence, or attempt to influence or cause to be influenced, any NOLA-PS Official, Board Member or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- f. No Proposer, Bidder or Vendor shall cause or influence, or attempt to cause or influence, any NOLA-PS Official, Board Member or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the NOLA-PS upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the NOLA-PS shall be addressed and mailed by certified mail to the attention of the Director of Procurement,

CLAIMS: Claims asserted shall be subject to the Louisiana Law.

APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of Louisiana without reference to conflict of laws principles.

**Authorized Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**18.0 PROPOSER GUARANTIES AND WARRANTIES**

- A. Proposer warrants that it is willing and able to comply with the State of Louisiana laws with respect to foreign (non-state of Louisiana) corporations/entities.
- B. Proposer warrants that it will obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of NOLA-PS.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Sections I - IV required.

**Signature of Official:**

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**Name (printed):**

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**Title:**

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**Firm:**

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**Date:**

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## 19.0 EDGAR CONTRACT ADDENDUM

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### VENDOR NAME

In accordance with §200.326 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new “EDGAR”), this Addendum ("Addendum") is proof of the vendor’s willingness and ability to comply with certain requirements which may be applicable to specific NOLA-PS purchases using federal grant funds. It amends and is hereby incorporated into an existing agreement between the parties as follows:

#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

- A. Contracts for more than the simplified acquisition currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by NOLA-PS, NOLA-PS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by NOLA-PS, NOLA-PS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. NOLA-PS also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if NOLA-PS believes, in its sole discretion that it is in the best interest of NOLA-PS to do so. The vendor will be compensated for work performed and accepted and goods accepted by NOLA-PS as of the termination date if the contract is terminated for convenience of NOLA-PS. Any award under this procurement process is not exclusive and NOLA-PS reserves the right to purchase goods and services from other vendors when it is in the best interest of NOLA-PS.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor.

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must

include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by NOLA-PS on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES \_\_\_ Initials of  
Authorized Representative of vendor

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by NOLA-PS, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non – Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term and after the awarded term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

J. Procurement of Recovered Materials Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program fur procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

K. DHS SEAL, LOGO, AND FLAGS The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEDERAL AGENCY preapproval.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

L. Compliance With Federal Law, Regulations, And Executive Orders This is an acknowledgement that Federal Agency financial assistance will be used to fund the contract only. The contractor 13 will comply will all applicable federal law, regulations, executive orders, Federal Agency policies, procedures, and directives.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

M. No Obligation By Federal Government The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

N. Program Fraud And False Or Fraudulent Statements Or Related Acts The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor



**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR 200.33**

When federal funds are expended by NOLA-PS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_ Initials of  
Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

# **APPENDIX B**

## **Disadvantaged Business Enterprises Required Documents**

**Please ensure that your proposal includes the following required documents:**

**Appendix B – Disadvantaged Business Enterprises Required Documents:**

- DBE Responsiveness Form 1
  - DBE Responsiveness Form 2
  - DBE Certification Checklist (**must be notarized**)
    - Professional Services Compliance Certification Checklist
- (or)**
- Contractor Compliance Certification Checklist



# **OPSB DBE POLICY, PROVISIONS & PROCEDURES**

## **FOR ALL OPSB SOLICITATIONS:**

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

#### **I. Orleans Parish School Board Policy -Disadvantaged Business Enterprise**

It shall be the policy of the Orleans Parish School Board (OPSB) to ensure every opportunity is made available to include disadvantaged business concerns in its letting of contracts and purchases, by providing Respondents for each contract or purchase being Response. At no time shall any School Board, department, school or representative exclude any responsive Respondents from participation in, deny any person the benefit of, or otherwise discriminate against anyone in connection with the award and performance of any contract or purchase on the basis of race, color, sex, or national origin.

The OPSB shall provide or participate in programs and offer services to assist disadvantaged business concerns in the development and growth of their business. Each department and school shall take measures to evaluate and ensure optimum contracting and purchasing opportunities shall be made available.

The Superintendent shall be responsible for maintaining appropriate administrative regulations and procedures assigned to ensure participation of certified economically disadvantaged businesses in purchasing procurement contracting opportunities with the School Board.

#### **II. Provisions**

OPSB | Office of Business Partnerships would like to offer firms exciting business opportunities in Professional Services, Public Works, and Materials and Goods through its Disadvantaged Business Enterprise (DBE) Program. The DBE program's policy intent is to assist certified disadvantaged businesses to attain a competitive edge and grow by providing equal access to procurement contracts and purchasing opportunities in the OPSB marketplace. Moreover, OPSB shall support local business, community and economic development, in part, by providing competitive business opportunities.

#### **III. Administrative Procedures**

##### **A. Certification**

The OPSB does not conduct an independent DBE Certification process. However, OPSB does grant "Reciprocity" to Pre-Certified DBE Firms, which possess a DBE Certification letter. To be qualified as a DBE for OPSB purchasing agreements and/or procurement contracts, a firm must be certified as a DBE by the Louisiana Unified Certification Program (LAUCP) or any of the following five (5) agencies conducting DBE certification within the City of New Orleans. These five agencies are: The City of New Orleans, Sewage and Water Board of New Orleans, New Orleans Aviation Board (NOAB), New Orleans Regional Transit Authority (RTA) and Harrah's Casino DBE Program. The lists are not an endorsement of the quality of performance of the firm listed therein but is simply an acknowledgment of the firm's eligibility as a DBE, once a certified DBE letter is submitted as form of verification.



## B. DBE Compliance

1. The Orleans Parish School Board's Disadvantaged Business Enterprise (DBE) Program shall apply to this solicitation and contract. It is the policy of the OPSB to practice nondiscrimination based on social and economic disadvantage, race, color, disability, national origin, gender identity, sex, age, disability, marital status, sexual orientation, religion or veteran status. All firms qualifying under this solicitation are encouraged to submit proposals/Responses. Award of this contract shall be conditioned upon the *Most Qualified Respondents* satisfying the OPSB DBE Program goal assigned to the particular contract. The Respondents shall agree to use its best efforts, as determined by the DBE Committee in accordance with the factors set forth in the DBE Program to meet the contract goal for DBE participation in the performance of this contract.

## C. DBE Participation

1. **DBE Participation for Professional Services:** The *Most Qualified Respondent* shall submit the following information on the DBE Responsiveness Forms 1 & 2, as attachments with proposals for professional services before the deadline reflecting:
  - a. The names and addresses of all DBE firms that will participate in the contract;
  - b. The dollar amount commitment of the participation of each DBE firm participating in the contract;
  - c. Written confirmation from the named DBE(s), verifying their participation in the contract, as provided in the commitments made under (a) and (b) above;
  - d. Submit copy of DBE Certification letter(s) of participating firm(s);
  - e. If the contract target goal is not met, written evidence of Good Faith Efforts are verified via OPSB DBE Compliance Officer. If the DBE Compliance Office determines the Respondent did not perform Good Faith Efforts satisfactory, then all related points shall be deducted within the category of the rubric, or recommended for rejection.
2. For all OPSB solicitations that are awarded based on evaluation criteria the DBE documentation must be submitted with the proposal by the proposal submission deadline.
3. It is the policy of the board that all contracts correctly show the agreed upon DBE percentage (goal) for that project prior to the signing of the contract. Any variation must be subject to agreement of the contracting entity and the board.
4. Upon receipt of the above-referenced materials, the DBE Representative shall then render opinion to the board as to whether the *Most Qualified Respondents* has satisfied the DBE contract goal or if not has demonstrated their satisfactory good faith efforts.



If it is determined by the board that the *Most Qualified Respondent* has not satisfied the DBE contract goal or shown satisfactory good faith effort to do so, the Response may be rejected as non-responsive to the DBE contract goal, and consideration may then be given to the next *Most Qualified Respondent*. The procedure set forth in this section shall be repeated with each successive apparent lowest Respondents until the lowest Respondents satisfying the DBE contract goal or showing satisfactory good faith effort is determined.

5. It is the Policy of the Board to ensure that DBE subcontractors on OPSB contracts receive prompt payment for services rendered. The DBE Representative shall establish written procedures to ensure that DBE subcontractors are timely paid by General Contractors. Such written procedures shall set forth the time period within which payments to DBE subcontractors shall be made by General Contractors.

#### **D. Outreach**

1. In recruiting potential Economically Disadvantaged Businesses, part of our outreach efforts consist of participating in the following:
  - a. Small Business – Industry Day Events
  - b. Business to Business Trade Shows
  - c. Procurement and Supply Chain Conferences
  - d. Supplier Diversity Conferences and Certification Seminars
2. Engaging all Contractors, Material Providers, Professional Service Consultants/Vendors and Community Organizations with Certified DBE Membership
3. Attend programs sponsored by government, non-profit and private entities where opportunities to network are maximized including but not limited to:
  - a. Conducting monthly vendor assistance meetings for potential client
  - b. Conducting one-on-one vendor assistance meetings for potential clients

#### **E. Good Faith Efforts**

1. A Respondent's compliance with the requirement to make Good Faith Efforts to locate and engage the services of DBE businesses in connection with the Project shall be a matter of Respondents responsiveness. The Respondents can demonstrate that it has complied with the requirement by certifying to the DBE Executive Director or his/her designee in writing, that as of the date of the Response submittal:
  - a. the Respondents has selected and engaged the services of DBEs, in which case the certification shall include:
    - i. the names and addresses of those enterprises engaged by the Respondents
    - ii. the value of the subcontract and
    - iii. a description of the work on the Project to be performed by such firm(s)



and/or individuals, or

- b. if despite the Respondent's Good Faith Efforts, the Respondents was not able to select and engage the services of such enterprises, in which case the Respondents shall include in its written certification the following:
  - c. affirmation that, prior to determining that it was unable to locate DBEs, the Respondents consulted business registries including those identified by the School District;
  - d. affirmation that the Respondents attended any pre-Response meeting scheduled to inform DBEs of subcontracting opportunities;
  - e. a copy of the written notifications sent to DBEs soliciting their interest in being a subcontractor or supplier on the Project;
  - f. the names, addresses, and telephone numbers of DBEs contacted, the date of such contact and the date set for receipt of Responses from those businesses;
  - g. a copy of the information or a description of the information provided to DBEs regarding the plans and specifications for the work proposed to be subcontracted and how that information could be accessed;
  - h. a statement from the Respondents explaining why any DBEs contacted by Respondents were not engaged
2. Upon the Respondents application for waiver of the DBE goals, based on the above circumstances, the DBE Executive Director and Committee shall determine whether or not the Respondents satisfied the good faith effort and shall make the appropriate recommendation.
3. Upon written request of the DBE Executive Director, the Respondents will attend a meeting of the Orleans Parish School Board to discuss the specific measures the Respondents has utilized in undertaking the Respondent's Good Faith Efforts.

## **F. Calculations**

1. DBE participation will be counted toward meeting the goals as follows:
  - a. The total dollar value of a direct contract or subcontract or indirect subcontract awarded to a certified DBE will be counted toward the applicable goal.
  - b. In the case of a joint venture, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the DBE in the joint venture will be counted toward the applicable goal.
  - c. Only DBEs that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.





- d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
- e. OPSB through the DBE Executive Director will review the contractor's DBE involvement efforts throughout contract performance. Such review will include but will not be limited to, the contractor's and the DBE's quarterly statements of income from the District which shall document the portion of said income paid to DBE. The Contractor agrees to supply copies of any documentation the District requires in order to complete such a review.

## **G. Procurement Management**

1. As a result of our procurement management process, several activities are conducted on a monthly or quarterly basis:
  - a. Reviewing other DBE agency's certified listings, matching their capabilities to upcoming contracts and encouraging these DBE businesses to seek recertification to update their certification status in order to be eligible for the Orleans Parish School Board DBE participation.
  - b. Advise DBEs or certified vendors about Responsending opportunities by submittal of written correspondence to these businesses.
  - c. Providing program information on the Orleans Parish School Board's website and other compliance enforcement forms for the vendors.
  - d. Attend and participate in the Staff Contract Review Committee meetings.
  - e. Attend and participate in the Construction Review Committee meetings.

## **H. Staff Contract Review Committee (services)**

1. The purpose of the Staff Contract Review Committee (SCRC) is to review all contracts involving goods/services and professional services and make recommendations on a suitable percentage and feasible areas of DBE participation.
2. The SCRC consists of the DBE Executive Director (who facilitates the meeting), and designated OPSB Representatives.
3. At the Staff Contract Review Committee meeting the operations department head or representative and/or consultant makes a presentation on each contract brought before the SCRC being considered for public Response. Details provided include the project cost, subcontract areas, percentage of associated cost of each subcontract area recommended for DBE participation and the recommended goal.

## **I. DBE Committee**

1. The DBE Committee is responsible for setting the DBE participation goal for each project. The specific goal will be set on a project by project basis. Upon receipt of all information relative to and closing of the Response process the DBE Committee consisting of the DBE Executive Director, the Procurement Director and the Head of the Department seeking the Procurement, and in the case of Capital Projects the Executive Director of Facilities/Capital Projects/Operations shall then make a



recommendation to the Superintendent as to whether the lowest Respondents/offeror has agreed to satisfy the DBE contract goal, or if not has demonstrated satisfactory good faith efforts to satisfy the DBE contract goal. In determining the percentage of participation by certified DBEs, the DBE Committee shall consider the following:

- a. The type or nature of the work required under the contract
- b. The estimated dollar amount of the contract
- c. The availability of subcontractors for the particular project
- d. Whether the items of work have been broken down to the smallest reasonable components to facilitate DBE participation target goal up to 35% (Thirty Five Percent) pursuant to the Board's policy.

## **J. Involvement in Response Process**

The DBE Program is responsible for the following Response process:

1. Consult with Program Management (Capital Projects and/or Facilities), Division Chief, or Departmental Representative on each solicitation to ensure that every item of work has been broken down to the smallest reasonable components to facilitate DBE participation.
2. Attend pre-Response/pre-proposal conferences and offer instruction(s), and clarification on DBE Response specifications procurement policy and procedures for sub-contracting.
3. Answer questions posed by prime contractors at pre-Response conferences relative to DBE issues.
4. Provide written responses to detailed questions posed by prime contractors on DBE issues.
5. Consult with Legal Department before releasing responses, as they may have legal considerations.
6. Review Response specifications for consistency with goals established by Staff Contract Review Committee.
7. Review participation summary sheets to determine if the percentage and DBE dollar amount of subcontract work reported is consistent with established goals.
8. Review DBE vendor listing to determine if DBE firm listed on participation summary sheet is certified to perform required work.
9. Review affidavit(s) and supporting documents for consistency in instances when DBE goals are not met, and "good faith effort" is submitted.
10. Verify DBEs submitted responses which indicate that they were not interested in pursuing work with prime contractors.
11. Review quality of good faith effort, analyze and make an assessment on same (i.e., whether the prime contractor attended pre-Response meetings, advertised in a general circulation and trade association publications concerning DBE opportunities and allowed them reasonable time to respond, provided written response to a reasonable number of DBE firms and allowed them to participate effectively, followed up initial solicitation of interest by contacting DBEs to determine for sure if they were interested in Responsending specific portions of the work was selected to be performed by DBEs to increase likelihood of meeting DBE goals, provided interested DBEs with adequate information about the plans, specifications and requirements of the contract, negotiated in "Good



Faith" with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities, stated in writing reason for rejecting DBEs as unqualified, used the services of available community organizations, small and/or disadvantaged business groups, local state and federal small or disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms, and made sufficient efforts to negotiate with DBEs for specific subcontractor Responses).

12. Make presentations to appropriate committees and full Board on Response disputes and other DBE participation concerns.
13. Provide signed affidavits to Legal Department in instances where litigation is required in Response disputes.
14. Participate as witnesses in depositions and court cases involving Response disputes.

## **K. Regulatory Compliance | Monitoring**

After contracts are awarded and work has begun the DBE Office through the Executive Director monitors actual utilization of DBEs. This process is carried out by utilizing the following:

1. Review Board Reports for approved names of prime contractors, DBE Subcontractors percentage of participation and areas of work to be performed.
2. Advise prime contractors in writing through the appropriate forms provided, that the percentage and dollar amount of work to be performed on each contract may not be changed, and any changes in DBE subcontractor will require prior DBE Office approval, and monthly report forms on the status of contract expenditures will be submitted.
3. Advise DBE Subcontractors in writing as to which prime contractor will be utilizing that firm, the dollar amount of participation, percentage of participation and notification that any changes in acceptances of the subcontract should be reported immediately to the DBE office.
4. Advise prime contractors of the need to complete monthly compliance report two (2) weeks before due date.
5. Attend Internal Stakeholder-Contractor progress meetings.
6. Attend Owner-Architect-Contractor (OAC) progress meetings.
7. Review monthly/quarterly compliance reports for instances of non-compliance.
8. Conduct site visit to job sites (i.e. conduct visual inspection of labels on trucks and equipment, determine how many workers are present, determine nature of work being performed).
9. Interview Internal and/or External Stakeholders (i.e., clarify what work is being performed, inquire how often Prime Contractor visits job site, inquire to determine if there are any problems which need to be addressed).
10. Make follow-up phone calls to prime contractors to determine why participation is not in compliance.
11. Schedule meetings with both Prime Contractors and DBE Subcontractors in instances of non-compliance or where problems are evident.
12. Send follow up correspondence detailing non-compliance and penalties for same.
13. Take required action in instances of fronting and non-compliance.



## ORLEANS PARISH SCHOOL BOARD

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTING OVERVIEW

### I. Responsiveness Reports

- A. During the RFP/RFQ Procurement process, the Most Qualified Respondents shall submit DBE Responsiveness Forms 1 & 2, as attachments with proposals for professional services before the submittal deadline. Failure to properly complete this form may constitute the Respondent as being non-responsive and sufficient cause for rejection from the scoring process.

- II. Professional Services Reports will be used to set a baseline of anticipated DBE participation and document Good Faith Efforts used to reach established goal. The Prime Contractor must submit the Professional Services Reports at the pre-mobilization meeting or ten (10) days prior to mobilization. All Subcontractors with contracts over \$50,000 must submit Professional Services Reports no later than ten (10) days prior to mobilizing on respective contracts.

#### A. **Contracting Schedule – DBE Participation Commitment**

This report will indicate anticipated DBE participation as percentage of total Response/contract and must be substantiated by **Monthly Compliance Reports**. However, *anticipated* DBE participation will not suffice for DBE compliance. *Actual* participation (i.e., payments made), coupled with Good Faith Efforts, determines DBE compliance.

#### B. **Good Faith Efforts**

This report will allow Contractors and Subcontractors to demonstrate the good faith efforts used to reach DBE participation goal prior to mobilization. It will also allow them to specify which DBEs were contacted, methods of communication, and outcome. Moreover, this report will provide information needed to verify efforts with DBEs listed on report.

#### C. **Anticipated DBE Mobilization & Completion Dates**

Prime Contractor must provide a mobilization strategy of anticipated DBE participation for this project. Plan shall incorporate actions to be taken by the Respondent proposed Subcontractors/Subconsultants, and shall correlate with project schedule submitted to the Owner/Owner's Representative. Respondents must submit form within 10 days before mobilization. Respondents must submit form within 10 days after notice to proceed. Provide attachments if necessary.

#### D. **Professional Service Cover Letter**

If DBE participation goal is not met at the mobilization phase, Contractor and Subcontractors must also submit a cover letter, on company letterhead, including any relevant information explaining the circumstances surrounding the failure to meet DBE participation goal at the mobilization phase. Cover letter must also include specific information regarding Contractor and Subcontractor plan of action to continue good faith efforts in pursuit of OPSB's DBE Participation Goal until Contract buy-out is 100% complete.



**III. Monthly Contractor Compliance Certification** will be used to certify Contractor’s compliance with all Disadvantaged Business Enterprise, Equal Employment Opportunity, and Affirmative Action Provisions. It will also certify that all information contained in Monthly Compliance Reports (DBE Reports I-IV) is true and correct. Rather than having each DBE Report notarized separately, each notarized Contractor Compliance Certification will be sufficient for the Monthly Compliance Report for Contractor and respective Subcontractors.

**IV. Monthly DBE Compliance Reports** will be used to track Contractor and Subcontractor actual DBE participation, payments to DBEs, on-going good faith efforts to engage DBEs, and EEO/Affirmative Action compliance. Subcontractors and Subconsultants must submit Monthly DBE Compliance Reports to Prime Contractor by 7<sup>th</sup> day following the end of the previous month. Prime Contractor must submit the combined report to Owner and Owner’s Program Manager with monthly pay application/invoice, or by the 14<sup>th</sup> day following the end of the previous month. Failure to complete all DBE reports properly or late submittal, may constitute the Respondent as being Non-Responsive, and sufficient cause for Non-Compliance.

**A. DBE Report I: Contracting Compliance**

This report will show actual DBE participation and payments for both the reporting month and the contract to date. It will also collect information pertaining to individual vendors including subcontractor contact information, DBE status, scope(s) of work, contract amount, contract start date, and scheduled completion date. Contracting Compliance Reports will be compared to Contracting Schedules to determine whether or not *anticipated* DBE participation commitment is realized. *Anticipated* DBE participation will not suffice for compliance goals. *Actual* DBE participation must be confirmed. Contractor and Subcontractor must also specify the percentage of contract/subcontract buy-out complete as of last day of report month (e.g., 30%, 50%, 75%, 90%, etc.).

**B. DBE Report II: Good Faith Efforts (GFE)**

This report will allow Contractors to indicate the good faith efforts used to reach DBE participation goal during report month (i.e., if contract is *not* completely bought out, good faith efforts should continue throughout the project thru substantial completion—see Pre-Construction Cover Letter). It will also allow Contractors to specify which DBEs were contacted, methods of communication, and outcome.

*Meticulous* (i.e., Parts A-C completed) Good Faith Efforts Reports will be required for all Contractors and Subcontractors throughout the buy-out period for respective contracts. Once contracts are bought out, shortened (i.e., Part C only completed) Good Faith Efforts Reports will satisfy monthly GFE reporting requirements. However, if a Subcontractor is released prematurely (i.e., before scope of work for contract is complete) Good Faith Efforts must resume, along with exhaustive GFE reporting, if Contractor intends to re-compete remaining subcontract. Contractor must also request a *Subcontractor Release Notification Form*, from OPSB Procurement Office, for each subcontractor that is released prematurely.

**C. DBE Report III: Affirmative Action Steps/Equal Employment Opportunity Efforts**

This report will allow Contractors to indicate affirmative actions taken and efforts made toward equal employment opportunity.

**D. DBE Report IV: Minority/Female Participation**

This report will collect the payroll and demographic information needed to determine minority and female participation in each Report Month. It will also correlate with certified payrolls for Pay Applications from preceding month as a means of verifying veracity.



# Orleans Parish School Board Disadvantaged Business Enterprise Program (DBE)

## DBE RESPONSIVENESS FORM 1

RFP/RFQ/Response/Solicitation/Other # \_\_\_\_\_ Respondents/Respondents: \_\_\_\_\_

Project Name & Description: \_\_\_\_\_

**FOR RFPs/RFQs:** THIS COMPLETED FORM SHOULD BE FURNISHED TO THE OPSB-DBE OFFICE THROUGH THE OFFICE OF PROCUREMENT WITH YOUR RESPONSE. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE RESPONSE/OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

The undersigned Respondents/Respondents has satisfied the requirements of the specifications for the above-referenced Orleans Parish School Board project in the following manner.

**Please check the appropriate space:**

The Respondent is **committed to achieving and/or exceeding** the DBE target goal of **35%** DBE utilization on this contract, and will require all Subcontractors/Subconsultants to assist in achieving 35% DBE participation before this project is substantially complete.

The Respondents **is unable to meet** the DBE target goal, but is committing to a minimum of \_\_\_\_\_% DBE utilization before notice-to-proceed; utilize Good Faith Efforts, and will require all Subcontractors/Subconsultants to assist in achieving 35% DBE participation before this project is substantially complete.

Name of Respondent Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ / / \_\_\_\_\_  
(Signature of Respondents authorized representative) (Title) (Date)

**THE RESPONDENTS IS COMMITTED TO UTILIZING DBE PARTICIPATION ON THE PROJECT IN THE FOLLOWING MANNER:**

**COMPLETED BY RESPONDENTS:**

The Respondents is committed to utilizing the **DBE FIRM NAMED BELOW** for the *Scope(s) of Work* as described below. The estimated dollar value of the scope of work is \$ \_\_\_\_\_ and \_\_\_\_\_% of the total dollar value of the contract.

Copy this form, if you are utilizing more than one (1) DBE firm to achieve the DBE participation percentage on the project.

**Name of DBE Firm:** \_\_\_\_\_

DBE Firm Owner or Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**DBE TYPE:**  SLD BE CERTIFIED  LAUCP DBE CERTIFIED  
 DBE Certification Letter is attached

**COMPLETED BY DBE FIRM (below):**

**DBE AFFIRMATION.** The above-named DBE firm affirms that it will perform the scope(s) of work on this contract for the estimated dollar value and contract percentage as stated above.

By: \_\_\_\_\_ / / \_\_\_\_\_  
(Signature of DBE firm's owner/authorized representative) (Title) (Date)

*Note: If the Respondents does not receive award of the prime contract, then any and all representations in this form shall be null and void.*







### DBE PROFESSIONAL SERVICES COMPLIANCE CERTIFICATION CHECKLIST

(Note: Form must be submitted with one or more of the supporting documents identified and initialed below. Failure to submit completed certification constitutes non-responsiveness and cause for ejection.)

**Business Name:** \_\_\_\_\_

**Respondent Name & Contact No.:** \_\_\_\_\_

If *Subcontractor*, Name of Business Performing Work Under: \_\_\_\_\_

**Business Principal Contact Information:** \_\_\_\_\_

(Print Name, Phone, E-Mail, and Physical Address)

I, \_\_\_\_\_ hereby certify that,  
(Print Name & Title of Company Representative)

has complied with all Disadvantaged Business

(Print Business Name)

Enterprise, Equal Employment Opportunity, and Affirmative Action Front End Provisions set forth in the OSPB DBE Policy and with all of the provisions of Federal Executive Order 11246, as amended, including implementing and related rules, regulations and relevant orders of the U.S. Secretary of Labor. I also certify that all information contained in \*Supporting Documents is true and correct.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Supporting Documents Attached:**

- DBE Responsiveness Form 1 \_\_\_\_\_ (Initial)
- DBE Responsiveness Form 2 \_\_\_\_\_ (Initial)
- DBE Mobilization Report 1 \_\_\_\_\_ (Initial)
- DBE Mobilization Report 2 \_\_\_\_\_ (Initial)
- DBE Mobilization Report 3 \_\_\_\_\_ (initial)

STATE OF LOUISIANA, ORLEANS PARISH IN WITNESS  
 WHEREOF, I have hereunto set my hand and official seal  
 this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State of Louisiana

My Commission Expires \_\_\_\_\_



## DBE Vendor Directories and Certification Information

Resource	Contact Name	Contact Phone	Contact E-Mail   Web Site
OPSB DBE Program	Jonathan Temple	(504) 304-3847 (o) (504) 206-6686 (m)	jonathan_temple@opsb.us <a href="http://www.opsb.us">http://www.opsb.us</a>
LAUCP Directory (web based & searchable)	n/a	n/a	1. <a href="http://www8.dotd.la.gov/UCP/UCPSearch.aspx">http://www8.dotd.la.gov/UCP/UCPSearch.aspx</a>
Armstrong International Airport (SLDBE Directory - PDF)	n/a	n/a	1. <a href="http://www.flymsy.com/dbe-program">http://www.flymsy.com/dbe-program</a>
City of New Orleans Office of Supplier Diversity (SLDBE Directory – PDF)	n/a	n/a	1. <a href="https://neworleans.dbesystem.com/?TN=neworleans">https://neworleans.dbesystem.com/?TN=neworleans</a> 2. <a href="https://www.nola.gov/economic-development/supplier-diversity/">https://www.nola.gov/economic-development/supplier-diversity/</a>
Sewerage and Water Board of New Orleans	n/a	n/a	1. <a href="http://www.swbno.org/business_disadvantagedbusinessprogram.asp">http://www.swbno.org/business_disadvantagedbusinessprogram.asp</a>

# **APPENDIX C**

## **OPTION FORM**

**20.0 Option Form**

**This form must be completed and submitted with your proposal packet.**

**Proposers please select the option(s), your company is submitting for consideration:**

- Option A – Traditional Full-Service Student Bus and/or Van Transportation
- Option B – Special Education Full-Service Student Bus and/or Van Transportation
- Option C – Traditional and Special Education Full-Service Student Bus and/or Van Transportation
- Option D – Transportation Management Services

**Name of Organization:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# **ATTACHMENT A**

## **OPSB POLICY SECTION E**

## ***TRANSPORTATION MANAGEMENT***

The Orleans Parish School Board shall provide to eligible students school transportation services which shall meet the objectives of safety, efficiency, adequacy, and economy. Through the use of a contracted transportation service provider, the School Board shall maintain a student transportation program that shall conform to or exceed minimum standards as set forth by pertinent statutes and the Louisiana Department of Education. It shall be unlawful for the School Board to permit the transport at one time a number of children on a school bus that exceeds the number of seats available on that bus.

All school buses shall carry evidence of insurance and be registered, marked, and equipped according to law. School bus transportation service providers shall be required to annually submit to the Superintendent or his/her designee proof of proper and valid insurance coverage prior to the commencement of any transportation services, but not later than August 1 of each year. Should any coverage aspects or insurance policy provisions change during the year, the transportation service provider shall notify the Superintendent or his/her designee immediately, but no later than twenty-four (24) hours of receipt of notification. All insurance policies of any transportation service provider shall include an endorsement that the policy may not be cancelled for any reason except after thirty (30) days prior notice. Insurance purchased shall be at least the minimum required by law and/or contract and shall include coverage provisions set by the Superintendent.

All school buses used to transport students shall be driven by persons who possess a current and valid *Commercial Driver's License* (CDL) with proper endorsements and who have completed state required pre-service certification training and in-service driving requirements in accordance with provisions outlined in Bulletin 119, *Louisiana School Transportation Specifications and Procedures*.

### SCHOOL ACTIVITIES

The use of any van, cargo or passenger, in any capacity, for the purpose of transporting students to and from any school-related activity shall be prohibited.

### BUS STANDARDS

It is the policy of the Orleans Parish School Board that any used school bus purchased by any transportation service provider for use in the school system shall meet current Louisiana statutory requirements for motor vehicles, *Federal Motor Vehicle Safety Standards*, any state-required specifications for school buses that were in effect on the date the vehicle was manufactured, and any requirements of the transportation service contract.

School buses used to transport students, including activity and backup buses, shall not be more than twenty-five (25) years old. All newly purchased or replacement school buses, at the time they are acquired by the owner and placed in service, shall be ten (10) or less model years old. The number of years shall be reckoned from the date of introduction of the model year. This shall apply to buses purchased by any transportation service provider contracted to transport children to and from school and school-related activities and for use as spare buses.

When a new or pre-owned bus is purchased or the ownership of a bus is transferred, or when a transportation service provider enters into a contractual agreement with the School Board, the owner shall assure that the bus is in compliance with all requirements contained in applicable federal and

state laws and state and school district regulations. All buses so purchased shall be required to satisfactorily pass all mandated inspections prior to any usage.

All newly purchased special education buses shall be equipped to accommodate wheelchairs.

Ref: La. Rev. Stat. Ann. §§[17:158](#), [17:158.1](#), [17:158.2](#), [17:158.3](#), [17:158.4](#), [17:158.5](#), [17:158.6](#), [17:158.7](#), [17:159](#), [17:159.1](#), [17:159.2](#), [17:160](#), [17:161](#), [17:162](#), [17:163](#), [17:164](#), [17:165](#), [17:166](#), [17:492](#), [32:293](#), [32:378](#)

[Olive Morgan v. Livingston Parish School Board](#), First Circuit Court of Appeals, March 1991  
[Louisiana School Transportation Specifications and Procedures](#), Bulletin 119, §701, §2501, §2903, Louisiana Department of Education

Orleans Parish School Board

## ***RESPONSIBILITY FOR VEHICLE OPERATION***

### BOARD-OWNED OR LEASED VEHICLES

The Orleans Parish School Board shall require that **only** authorized employees with valid drivers' licenses be allowed to operate and drive vehicles owned or leased by the School Board. *Authorized employees* shall be those employees whom the Superintendent has authorized to drive School Board-owned or leased vehicles after having their driving records and insurance qualifications examined for acceptability by School Board staff.

School Board-owned vehicles shall only be assigned to employees who are required to be on twenty-four (24) hour call for emergency situations or have a specific job requirement which necessitates use of a School Board-owned vehicle. Such vehicles shall be assigned to employees based upon the written recommendation of his/her department supervisor. The Superintendent shall approve all take-home vehicle assignments (excluding temporary assignment of staff cars). No assigned vehicle may be loaned to or operated by another employee without prior written approval of his/her department supervisor. The Superintendent shall approve any long-term reassignment of a vehicle.

The School Board shall require the highest possible standards of safety of its employees in the operation of vehicles owned, operated, or leased by or on behalf of the School Board. Every employee shall observe all laws as well as School Board policies, administrative regulations and procedures governing the use, care and operation of vehicles. Accordingly, no person shall be authorized to operate a School Board-owned or leased vehicle who has a motor vehicle record with violations for driving while intoxicated or under the influence, leaving the scene of an accident, or other serious motor vehicle violations, nor whose driver's license is suspended.

The Superintendent or his/her designee shall maintain pertinent administrative regulations and procedures governing the use, care, and operation of any School Board vehicle.

### ARRESTS OR CITATIONS FOR MOTOR VEHICLE VIOLATIONS

Any transportation service provider contracted by the School Board shall report the arrest of any of its school bus operators for violation of any law or local ordinance that prohibits operating a vehicle while under the influence of alcohol or any abused substance or controlled dangerous substance set forth in the drug schedules enumerated in La. Rev. Stat. Ann. §40:964. *School bus operator* shall mean **any** employee or contract driver of the transportation service provider whose duty is to transport students in the school district in any school bus or activity bus to and from school or to and from any school-related activity.

The report shall be made to the Superintendent or his/her designee. Such report shall be made within twenty-four (24) hours of the arrest or before the operator is next scheduled to report for his/her work assignment as a school bus operator, whichever time period is shorter. The report shall be reduced to writing and provided to the Superintendent or his/her designee within three (3) working days of such arrest. Such report shall be made by the transportation service provider regardless of who owns or leases the vehicle being driven at the time of the offense for which the operator was arrested and regardless of whether the operator was performing an official duty or responsibility at the time of the offense.

A transportation service provider who fails to report the arrest of any of its school bus operators for violations of operating a vehicle as noted above shall be subject to termination of its transportation service contract. If the bus operator is tenured, written and signed charges alleging such failure to report violations shall be brought against the bus operator.

Any employee of the School Board employed for any position which includes duties involving the operation of a School Board owned or leased vehicle, or operating a private vehicle, at any time, shall report by telephone and in writing to the Superintendent or his/her designee, any citation, summons, or arrest for driving while under the influence of drugs or alcohol, driving while intoxicated, leaving the scene of an accident, driving while license is suspended, or other serious motor vehicle violations. Such report shall be required whether the usage is of a district owned or leased vehicle or a personal/private vehicle. Failure to report any such violations within twenty-four (24) hours after any arrest or citation shall be a violation of this policy and subject the employee to discipline including the possible termination of employment. All reports to the Superintendent or his/her designee shall be forwarded to the personnel office for review as to any possible disciplinary action and reporting to the School Board's insurer. If denied coverage by the insurer, an employee may be terminated.

In the event a citation, summons or arrest involves the operation of a School Board-owned or leased vehicle, the driving privileges of an employee may be immediately removed. For an employee whose primary duty is the driving of a School Board-owned or leased vehicle, the employee may be suspended by the School Board with or without pay, or terminated if the violation results in conviction, in accordance with School Board policy.

#### MOTOR VEHICLE DRIVING RECORD

The Superintendent or his/her designee shall, at a minimum of twice a year, submit a list of employees who drive School Board-owned or leased vehicles, as well as any employee whose duties require the use of a School Board or privately owned vehicle in the course and scope of their responsibilities, to the Louisiana Department of Motor Vehicles for verification of driving records and for updating information provided to the insurer.

In addition:

1. Any driving while intoxicated (DWI) conviction or refusal to submit to a lawful field sobriety test shall result in disciplinary action up to and including suspension of School Board driving privileges.
2. An employee whose driver's license has been suspended for any reason shall not be allowed to operate any vehicle in the performance of his/her employment.
3. An employee who has been determined to be at fault in two (2) or more accidents within a twenty-four (24) month period while driving a vehicle in the course and scope of their employment shall be subject to disciplinary action up to and including suspension of School Board driving privileges.
4. If the temporary or permanent suspension of School Board driving privileges causes an unreasonable hardship for the School Board, this shall be considered grounds for disciplinary action.

Ref: La. Rev. Stat. Ann. §§[14:32.1](#), [14:32.8](#), [14:39.2](#), [14:98](#), [14:98.1](#), [14:98.2](#), [14:100](#), [17:81](#), [17:491](#), [17:491.3](#), [17:492](#), [17:493](#)



Orleans Parish School Board

## ***TRANSPORTATION SAFETY PROGRAM***

The Orleans Parish School Board recognizes the responsibility of all employees who drive while on School Board business, as well as its transportation service provider, to practice extreme caution while driving, especially in transporting children to and from school. All drivers shall conduct themselves at all times in the discharge of their duties in such a manner that every precaution can be taken to afford maximum protection for themselves and the children they may transport. Therefore, the School Board shall require the implementation, maintenance, and observance of a transportation safety program.

### INSPECTIONS

The School Board shall require its transportation service provider to mandate that all school buses used for the transportation of students be inspected by the assigned operator and any other person designated by the provider on a regular basis. All school buses shall be inspected a minimum of twice a year, once during June, July, or August, and certified as safe prior to the beginning of the school session, and once during December, January, or February of each school year, by an approved Louisiana Motor Vehicle Inspection Station. Buses fifteen (15) years of age or older shall be inspected more frequently than other buses to assure effectiveness of operation and safety of students. No bus shall be operated without a proper inspection tag certifying that a bus has met or exceeded minimum safety standards.

#### Daily Trip Inspections

Before beginning, during, and after completing each assigned route, trip, or individual run daily, all bus operators shall conduct pre-trip, en route, and post-trip inspections of the vehicle and its special equipment to check for passengers, special equipment, medication, etc. that may have been left on the bus. Before the bus operator exits the bus after any trip or individual run, the bus operator shall immediately perform a post-trip inspection of the interior of the bus for children or other passengers that may have remained on the bus. The bus operator shall employ any means necessary to check for children who may be under seats. The bus operator shall also check for damage to seats, and articles left on the bus. Failure to check for children or other objects left on the bus may result in termination of the transportation service contract.

### ACCIDENTS

Any employee driving a School Board owned, leased, or rented vehicles involved in an accident while driving such a vehicle shall report the accident to the Superintendent or his/her designee immediately following the accident or as soon thereafter as practicable and follow all applicable administrative regulations and procedures for reporting accidents.

The School Board shall require its transportation service provider to immediately report to the Superintendent or his/her designee any accident involving the provider's school bus or bus operator while providing transportation services on behalf of the School Board. A written report of the accident shall be submitted to the Superintendent within twenty-four (24) hours thereof.

The School Board shall require its transportation service provider to suspend any bus operator upon being ticketed for suspicion of driving while intoxicated (DWI). Any School Board employee whose job duties require a Commercial Driver's License (CDL) shall be suspended upon being ticketed for

suspicion of DWI. Any bus operator who is convicted of DWI or has his/her license revoked shall be prohibited from operating school buses pursuant to the School Board's transportation service contract. Any School Board employee so convicted shall be terminated immediately.

All citations issued to any bus operator or to a School Board employee whose job duties require a CDL, including but not limited to citations for leaving the scene of an accident or driving with a suspended license, must be reported to the Superintendent or his/her designee by the transportation service provider or by the employee within twenty-four (24) hours of receipt and, in the case of a bus operator, prior to the next scheduled bus route, whichever occurs first. Written notification shall be provided to the Superintendent or his/her designee within three (3) working days. A transportation service provider's failure to report a traffic citation shall constitute a breach of contract, and a School Board employee's failure to report may result in grounds for termination.

### USE OF CELLULAR TELEPHONES

No person shall engage in a call on a cellular telephone or similar device while driving a school bus. The use of cellular telephones by school bus operators may be authorized in an emergency situation involving:

1. An emergency system response operator, 911 safety dispatcher, or school administrator;
2. A hospital or emergency room;
3. A physician's office or health clinic;
4. An ambulance or fire department rescue service;
5. A fire department, fire protection district, or volunteer fire department; or
6. A law enforcement agency.

In situations considered an emergency, the bus should be pulled safely out of traffic, if possible, and the motor turned off.

Ref: La. Rev. Stat. Ann. §§[17:81](#), [17:491.2](#), [17:492](#), [32:289](#), [32:398](#), [32:871](#)  
[Louisiana School Transportation Specifications and Procedures](#), Bulletin 119, §701, §909,  
§2903, Louisiana Department of Education

Orleans Parish School Board

## **SCHOOL BUS SCHEDULING AND ROUTING**

The Orleans Parish School Board shall provide school bus transportation for all students living more than one mile from the school that they are assigned to attend. Students living within one mile of the school may be allowed to ride a school bus when the School Board determines that conditions exist to warrant such transportation. Other students may be provided with school bus transportation in accordance with regulations of the Louisiana Department of Education.

A reasonable time shall be established for each route, and the transportation service provider shall be expected to adhere to this schedule. Likewise, students shall be expected to be at their respective bus stop when the bus arrives. Once a bus route has been established, the bus operator shall not alter or change assigned routes without order of the Superintendent or his/her designee. Any bus operator who feels a road is unsafe or dangerous shall report such dangerous condition to the transportation service provider, and the bus operator may be allowed not to travel the road with the prior approval of the School Board's Director of Transportation, until the transportation serviced provider determines said road is safe or improved, or the situation has been rectified.

During inclement weather, bus operators may make more frequent stops.

### LOADING AND UNLOADING OF STUDENTS

The loading and unloading of students onto and from school buses being utilized to transport students shall be conditional on the following:

1. Bus operators shall be prohibited from loading or unloading students at school while the bus is in a traffic lane of any type of street as defined in state law and require that students be loaded or unloaded on a shoulder, in a school parking lot, or at other appropriate off-road location at the school as determined by the School Board. This requirement shall not apply if the shoulder of a municipal road is the only available alternative and the municipality has not made the shoulder available by designating that area for loading and unloading students during designated school zone hours.
2. Bus operators shall be prohibited from loading or unloading students at or near their homes while the bus is in a lane of traffic unless the bus is in the lane farthest to the right side of the road so that there is not a lane of traffic between the bus and the right-side curb or other edge of the road.
3. Bus operators shall be prohibited from loading or unloading a student in a location on a divided highway such that a student, in order to walk between the bus and his/her home or school, would be required to cross a roadway of the highway on which traffic is not controlled by the visual signals on the school bus.

*Street* or *highway* means the entire width between the boundary lines of every way or place of whatever nature publicly maintained and open to the use of the public for the purpose of vehicular travel, including bridges, causeways, tunnels, and ferries.

Revised: November 17, 2022

Ref: La. Rev. Stat. Ann. §§[17:158](#), [32:1](#)

Orleans Parish School Board

## ***SPECIAL USE OF SCHOOL BUSES***

It shall be the policy of the Orleans Parish School Board to permit the use of school buses for student trips or excursions to enhance instructional activities. The use of buses for such trips shall be strictly governed by administrative regulations and procedures maintained by the Superintendent or administrative staff, as well as the terms School Board's transportation service contract. All arrangements for any trip or excursion shall be made by the Superintendent or his/her designee.

Any School Board school or organization may use the School Board's transportation service provider for athletic or activity trips. The School Board shall be reimbursed by the school or organization for the cost of such transportation services for the particular event. If using an approved bus operator other than the School Board's transportation service provider, the operator shall provide proof of appropriate insurance coverage prior to taking any trip. In addition, the following guidelines shall also apply to the special use of any school bus:

1. For activities of an educational nature within the parish, the use of the buses shall be requested by the principal of the school involved and such usage shall be limited in time so as not to interfere with the regular route to which that bus is assigned.
2. For educational activities outside the parish, the use of the buses shall be limited to transporting those students who are engaged in representing their school in the principal activity for which the trip is required. The request shall also come from the principal involved.
3. Approval for the use of the buses shall be requested at a time prior to the trip sufficient for the office staff to evaluate the request and to make the arrangements necessary. All buses on all occasions shall be driven by a properly qualified driver with a commercial driver's license. It shall be the responsibility of the principal of the school to assure compliance with the requirement.

Ref: La. Rev. Stat. Ann. §§[17:81](#), [17:158](#)

Orleans Parish School Board

## ***AUTHORIZED PASSENGERS***

The Orleans Parish School Board directs that students shall not be allowed to ride to and from school on any bus other than the one to which they have been assigned to ride, except for legitimate reasons. To ride a different bus, or to leave the bus at a different location than the student's regular stop, the student shall be required to submit written permission from the student's parent or legal guardian and have prior approval of the principal of the school where the student attends. The principal shall inform the bus driver of the student's destination and stop. Approval of the request shall be predicated on the availability of adequate seating accommodations on the school bus.

No one other than students shall be allowed to ride buses to and from school. With the exception of school personnel and chaperons, adults shall not be permitted to ride buses to any authorized school activity, such as athletic events, band concerts, etc.

Ref: La. Rev. Stat. Ann. §[17:81](#)

Orleans Parish School Board

# **ATTACHMENT B**

## **Bulletin 119 – Louisiana School Transportation Specifications and Procedures**



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# Title 28 EDUCATION

## Part CXIII. Bulletin 119—Louisiana School Transportation Specifications and Procedures

### Chapter 1. Introduction

#### §101. General Authority

A. This handbook was developed by the Department of Education (DOE) to provide information and direction to local education agencies (LEAs) involved in school transportation in Louisiana.

B. Acting under the authority of the State Board of Elementary and Secondary Education (BESE), the State Superintendent of Education is responsible for carrying out such policies as may be adopted by BESE. The legal responsibilities of the DOE are defined by Louisiana law or policies of BESE.

C. Aside from matters concerned with the financial aspects imposed upon it by law, the primary responsibility of the DOE in student transportation is to provide strong leadership and technical assistance in the development of a comprehensive student transportation program for statewide application.

D. Under the authority of BESE, the DOE shall work with all LEAs to ensure all federal standards and laws regarding the design, purchase, operation, and maintenance of school buses and the school transportation program are enforced. The responsibilities listed below are assumed directly by the DOE within the framework of a total cooperative effort whereby the state and the LEA work together to ensure a safe, efficient, and economical transportation system:

1. develop and implement clear and concise student transportation policies;
2. develop and implement a statewide system for the management of student transportation;
3. develop and implement educational programs and materials for school bus drivers, transportation supervisors, school administrators, and school bus passengers;
4. coordinate services with other divisions of State Government to ensure adherence to all federal and state regulations;
5. mandate established chassis, body and equipment standards mandated in the Federal Motor Vehicle Safety Standards (FMVSS) for school buses;
6. study and make recommendations regarding legislation and appropriate research in the field of student transportation;
7. develop and direct a statewide management information system for the collection and analysis of student

transportation data such as operational costs, accidents and injuries, driver certification, and other data as necessary.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 17:494.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:625 (April 1999), amended LR 36:1466 (July 2010).

### Chapter 3. Selection and Employment of School Bus Drivers and Attendants (Aides)

#### §301. Employment Requirements

A. Any person hired or contracted to transport or assist in the transportation of students to and from school or school-related activities must meet certain requirements. This applies to full-time school bus drivers, substitute drivers, activity bus drivers, and bus attendants. Mechanics, supervisors, or other personnel who are licensed to drive school buses but do not actually transport students must fulfill the requirements of the commercial driver's license (CDL) statutes. They may not otherwise be required to fulfill all requirements specified in this Section.

B. Employment applications and job descriptions must meet the requirements of the Americans with Disabilities Act.

C. Specific job requirements necessitate specialized training for driving personnel and for bus attendants or aides before they are employed and during the entire terms of service in the transportation program. Each LEA shall be responsible for ensuring specific requirements for local school bus drivers are in accordance with state and federal requirements.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, R.S. 17:168, and R.S. 32:52.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:628 (April 1999), amended LR 36:1467 (July 2010), LR 40:2574 (December 2014).

#### §303. Certification of School Bus Drivers

A. The term *school bus drivers* included in this Section includes anyone who is certified to transport students to and from school and school-related activities. Full-time drivers, substitute drivers (including bus attendants who may also be certified to drive in emergency situations), activity bus drivers (teachers, coaches, custodians, etc.), and any other person who is employed by the school district or by a private entity that has contracted with the school district to provide student transportation services and who at any time

transports students must be certified prior to transporting students.

#### B. Initial and Annual Certification

1. Initial certification of new applicants and annual certification of existing school bus drivers must be conducted by LEAs on all full-time and substitute school bus drivers. Documentation of those components required for initial certification must be verified and kept on file for all school bus drivers each year.

C. The following requirements are minimum requirements for certification of all school bus drivers in Louisiana; however, LEAs may establish additional criteria for driving personnel and/or bus attendants.

1. Drivers must be 21 years of age or older.

2. Initial applicants must undergo a criminal record check, including finger printing, as described in R.S. 17:15 and R.S. 15:587.1

3. All drivers must have a current and acceptable driving record verified by the Department of Public Safety and Corrections, Office of Motor Vehicles as required by R.S. 17:491.1, verified by the LEAs transportation supervisor, and maintained in the driver's permanent record. Additionally, these drivers must report moving violation convictions in accordance with CDL requirements.

a. No driver or applicant shall be employed as a school bus driver if within the past five years, he/she has been convicted of, or has forfeited a bond on, any charge of:

i. DUI, possession, distribution, or use of a controlled dangerous substance, as defined by R.S. 40:963 et seq.;

ii. leaving the scene of an accident involving an injury or fatality; or

iii. any felony involving the use of a motor vehicle.

4. Drivers must have a commercial driver's license (CDL) issued by the state of residence, which includes a Passenger (P) and School Bus (S) endorsement. Airbrake authorization may also be required.

5. Drivers must pass a physical and eye examination meeting current CDL requirements annually. A copy of the examination record must be filed with the LEA transportation office before the beginning of each school year. More extensive and/or more frequent exams may be required by the LEA, Head Start or private employer. All school bus drivers must be certified as having normal use of both hands, both arms, both feet, both legs and must possess normal or corrected vision of 20/40 in both eyes, with a field of vision of at least 150 degrees. They must have corrected or normal hearing, be free of communicable disease and of mental, emotion or functional disorders.

a. After a heart attack or other serious illness, a certificate of health and permission to return to work from a licensed physician must be presented and filed with the transportation office and maintained in the driver's record.

Local school boards may require such certification, as well as all annual physical examinations, to be approved by board-appointed physicians, who also may be required to meet requirements of the Federal Motor Carrier Safety Administration.

6. Drivers must pass initial drug and alcohol screening requirements and United States Department of Transportation-directed random testing, as specified by the Federal Motor Carrier Safety Administration. More stringent requirements may be imposed by individual LEAs and/or private contractors.

7. Initial applicants must complete the following pre-service instruction requirements.

a. Each LEA must provide services for applicants to meet the minimum requirements for certification prior to transporting students on a school bus as outlined in the *Louisiana School Bus Operator Training* manual promulgated by the DOE.

b. Initial applicants must complete the 44-hour pre-service phase of the school bus driver training program which includes 30 hours of pre-service instruction provided by a DOE-certified school bus operator instructor, four hours of vehicle familiarization, and 10 hours of on-the-bus training.

8. Annual or bi-annual in-service training for continued certification of school bus drivers must be conducted by the LEA. School bus drivers, including substitute drivers and activity drivers, must complete eight hours of in-service training within a two-year period. The eight hours of training may be provided in four hour annual in-service training opportunities each year.

D. Documentation of certification of school bus drivers must be maintained by the LEA.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, R.S. 17:492, and 17:493.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:628 (April 1999), amended LR 36:1467 (July 2010), LR 37:2122 (July 2011), LR 38:749 (March 2012), LR 39:80 (January 2013), LR 40:2516 (December 2014).

### §305. Bus Attendants (Aides)

A. Bus attendants must be assigned on all school buses as required by the Individualized Educational Plan (IEP). Bus attendants must be physically and emotionally able to assist the bus driver in all activities required to safely transport the student with special needs.

B. LEAs must determine selection criteria for bus attendants. Consideration must be given to annual physical examinations, pre-service and bi-annual in-service training, and transporting students with special needs. The attendant *may* be certified to drive commercially. In the event the attendant is certified to drive commercially, all minimum requirements for school bus drivers must be followed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:629 (April 1999), amended LR 36:1467 (July 2010).

### §307. Retaining School Bus Drivers

A. LEAs must enforce the Federal Motor Carrier Safety Act of 1986, Part 383. All school bus drivers must meet the qualifications and guidelines set forth in the Act as follows.

1. School bus drivers shall possess only one valid driver's license issued by their state or jurisdiction of domicile. LEAs shall not knowingly use a driver who has more than one license or whose license is suspended, revoked, or cancelled, or is disqualified from driving. Violation of this requirement may result in civil or criminal penalties.

2. School bus drivers receiving suspension, revocation, cancellation, loss of privilege disqualification and/or right to operate a commercial motor vehicle by any state of jurisdiction, shall notify the school district before the end of the business day following the day the employee received the notice.

3. School bus drivers convicted of violating a state or local motor vehicle traffic law (other than parking violations), in any type of motor vehicle, must notify the LEA within 30 days of conviction.

B. School bus drivers violating Subpart B, License Requirements, and/or Subpart C, Notification Requirements, may be subject to fines and criminal penalties as stated in the Act.

C. The LEA must develop policies that require immediate action when a school bus driver violates any requirements of Part 383 of the Federal Motor Carrier Safety Act regulations.

1. School bus drivers must acknowledge that they understand the requirements of the Act and attest that driving and licensing information is correct.

2. Drivers must complete the Employer Notification Form and submit it to the district office when receiving suspension, revocation, cancellation, loss of privilege, disqualification, and/or right to operate a motor vehicle.

D. Effective January 1, 2011, and thereafter, in accordance with the terms of R.S. 17:491.3 and 3996(B)(24), a school bus operator shall report his arrest for a violation of any law or ordinance that prohibits operating a vehicle while under the influence of alcohol or any abused substance or controlled dangerous substance.

E. The report shall be made by the operator to a person or persons as specified by the governing authority of the school in rules and regulations required by this Section. Such report shall be made within 24 hours of the arrest or prior to the operator next reporting for his work assignment as a school bus operator, whichever time period is shorter. Such report shall be made by the school bus operator regardless of who owns or leases the vehicle being driven by the operator at the time of the offense for which he was arrested and regardless of whether the operator was

performing an official duty or responsibility as a school bus operator at the time of the offense.

F. The required report shall apply to an arrest occurring after December 31, 2010.

1. A school bus operator who fails to comply with the provisions of this Section shall be terminated by the governing authority employing the operator if such operator is serving a probationary term of employment or if the provisions of law relative to probation and tenure of bus operators are not applicable to the operator.

2. A school bus operator employed by a city, parish, or other local public school board who is a regular and permanent employee of the board shall be subject to removal for failure to comply with the provisions of this Section. Written and signed charges alleging such failure shall be brought against the bus operator.

G. The governing authority of each public elementary or secondary school shall adopt rules, regulations, and procedures necessary to administer these provisions. Such rules, regulations, and procedures shall be consistent with these provisions.

H. For the purposes of this Section, *school bus operator* or *school bus driver* means any employee of a city, parish, or other local public school board or other governing authority of a public elementary or secondary school whose duty it is to transport students in any school bus or activity bus to and from a school approved by the state Board of Elementary and Secondary Education or to and from any school-related activity.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 17:493

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:642 (April 1999), amended LR 36:1468 (July 2010), LR 37:2122 (July 2011), LR 38:749 (March 2012), LR 39:80 (January 2013).

### §309. Tenure and Termination of Bus Drivers

A. A permanent school bus operator will not be removed from his position except upon:

1. written and signed charges of willful neglect of duty;
2. incompetence;
3. immorality;
4. intoxication while on duty;
5. failure to comply with the reporting requirements of R.S. 17:491.3 relative to being arrested for one or more specified offenses;
6. physical inability to perform duties;
7. failure to keep the school bus in a safe, comfortable, and practical operating condition; or
8. being a member of or contributing to any group, organization, movement or corporation that is prohibited by law or enjoined from operating in the state of Louisiana, and

then only if furnished with a copy of such written charges and given the opportunity to respond.

B. School bus operators starting employment with a school system on July 1, 2012, or thereafter are not eligible for tenure and may be removed from their position as provided by the personnel policy of the employing school board.

C. The procedure for removal of any permanent school bus operator shall be in accordance with R.S. 17:493.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6, 17:158, 17:160-161, 17:164-166, 17:492, and 17:493.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:630 (April 1999), amended LR 36:1468 (July 2010), LR 39:80 (January 2013), LR 45:35 (January 2019).

## Chapter 5. Instructional Program for School Bus Drivers

### §501. Driver Training Program

A. The application of federal and state minimum safety standards for school buses has been determined to improve the safety of passengers riding school buses within the state. Emphasis in driver training programs has reduced the school bus accident rate in which the school bus driver is at fault. The driver training program must continue to offer a means of educating drivers in safe, economical, and efficient school transportation operations.

B. LEAs, as well as the DOE, shall cooperate in designing and implementing training programs that will continue to develop the driver's potential for safe, accident-free driving.

C. LEAs are authorized to design specific course content for two distinct categories of drivers:

1. full-time and substitute bus drivers who transport students on daily routes to and from school; and
2. activity bus drivers who transport students occasionally to and from school-related activities (athletic events, parades, field trips, etc.).

D. LEAs must ensure that all school bus drivers, including any school board employee who drives a bus on an occasional basis to transport students to and from school activities and any person who is employed by a private entity that has contracted with the school district to provide student transportation services, have attended in-service training not less frequently than once every other school year.

E. Two types of driver training make up the *Louisiana School Bus Operator Training*. Each LEA must provide pre-service and in-service training for drivers.

1. Pre-service training is designed to develop minimum skills in driver applicants.
2. In-service training is designed to improve skills, attitudes and knowledge of all who drive school buses in the state.

F. In order to ensure safe operation from the onset, all driver trainees must complete the 44-hour pre-service phase of the school bus driver training program. Pre-service certification of school bus drivers shall be through successful completion of the Louisiana School Bus Operator Training course conducted by a certified trainer.

G. Under special circumstances some drivers may be exempted from part of the required training. Examples of exemptions are segments of curriculum regarding:

1. student management and discipline procedures for certified teachers;
2. first aid for first aid teachers;
3. vehicle maintenance for school bus mechanics;
4. transporting students with disabilities; and
5. daily loading/unloading procedures for activity bus drivers.

H. Evaluation of Private Provider Curricula. Curricula developed by private providers for training Louisiana school bus drivers must be submitted to the DOE prior to use for training pre-service drivers. The criteria below will be used by reviewers to evaluate curricula submitted to the DOE for consideration.

1. Does the curriculum include training and topics required in Bulletin 119?
2. Does the curriculum incorporate applicable *Louisiana Revised Statutes* and BESE policies and procedures detailed in Bulletin 119 or other sources?
3. Does the curriculum content conflict with *Louisiana Revised Statutes* and BESE policies and procedures detailed in Bulletin 119 or other sources?
4. Does the curriculum content adhere to specifications in R.S. 17:164 or with best practices, as described in the National Congress on School Transportation publication *Specifications and Procedures*?
5. Does the curriculum adhere to applicable federal motor vehicle safety standards for school buses, as promulgated by the National Highway Traffic Safety Administration of the U.S. Department of Transportation?
6. Does the curriculum comply with regulations for drivers of commercial motor vehicles, as promulgated by the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation?
7. Is the curriculum appropriate for new trainees with limited driving experience in operating commercial motor vehicles?
8. Are reproducibles or other training materials available for use as handouts for participants?

#### I. Training and Certification of Private Providers

1. Private providers who wish to conduct pre-service training of Louisiana school bus drivers must comply with the requirement that all school bus drivers in Louisiana receive pre-service certification by successfully completing

the Louisiana school bus operator training course conducted by DOE-certified trainers.

2. The DOE will certify qualified private providers to deliver required training to Louisiana bus drivers, provided the curriculum includes the training topics prescribed by the DOE. Private providers' trainers must attend and complete the DOE instructor program after the provider's curriculum has been evaluated and approved.

J. Drivers who become certified within a year after pre-service training do not have to complete additional in-service training that same school year unless so required by the LEA.

K. Exemptions based on verification of previously completed courses or job-related experiences are approved at the discretion of the LEA.

L. The required 44 hours of pre-service training shall consist of the following three phases and are described in the subsequent Section:

1. classroom instruction (30 hours);
2. vehicle familiarization and operation (behind the wheel) training (4 hours); and
3. on-the-bus training (10 hours).

**AUTHORITY NOTE:** Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

**HISTORICAL NOTE:** Promulgated by the Board of Elementary and Secondary Education, LR 25:630 (April 1999), amended LR 36:1468 (July 2010), LR 37:2122 (July 2011), LR 38:749 (March 2012), LR 42:230 (February 2016).

### **§503. Pre-Service Training**

A. Classroom Instruction. The *Louisiana School Bus Operator Training* manual requires a minimum of 30 hours of pre-service instruction.

1. Unless exemptions are authorized in accordance with the preceding section, pre-service classroom instruction must include instruction in the following courses:

- a. First Aid Course (any approved first aid course)—4-8 hours;
- b. Drug/Alcohol Awareness Policy and Testing Procedures—2 hours;
- c. National Safety Council Bus Driver Defensive Driving Course, ("Coaching the School Bus Driver")—6-8 hours;
- d. appropriate units of DOE School Bus Driver Instructional Program—6-8 hours;
- e. Assertive Discipline/Passenger Management—1-2 hours;
- f. Transporting Students with Disabilities—1-2 hours;
- g. applicable federal and state laws and regulations, local ordinances, state and local policies governing school bus transportation—2-4 hours;
- h. state and local reporting procedures—2 hours.

2. Additional classroom instruction may include the following topics:

- a. Drug Abuse Prevention Awareness;
- b. Recognizing and Reporting Child Abuse;
- c. Preventive Maintenance;
- d. Commercial Driver's License (CDL) Pre-Test Training;
- e. special activity trip requirements; and
- f. other topics approved by the DOE.

B. Vehicle Familiarization and Operation Training (4 hours)

1. Prior to certification as a school bus driver, applicants must complete a minimum of four hours of vehicle familiarization and operation training (behind-the-wheel).

2. This instruction must be conducted in the type of vehicle(s) the applicant will drive and should cover at least the following operational topics:

- a. pre-trip, enroute, and post-trip inspection procedures;
- b. starting, stopping, and turning procedures;
- c. proper use of school bus signals;
- d. proper backing procedures;
- e. loading and unloading students;
- f. emergency procedures, including emergency evacuation;
- g. procedure at railroad crossings; and
- h. student safety instruction.

C. On-the-Bus Training. Prior to certification as a school bus driver, applicants must complete a minimum of 10 hours of driving a school bus. This phase of the training cycle is designed to introduce the driver to the actual school bus driving task. Additional training on-the-bus training may be required as determined by the supervisor of transportation. Supervised on-the-bus training should include, but need not be limited to, the following:

1. observe regular driver—2 hours;
2. drive empty bus—2 hours;
3. drive loaded bus—6 hours.

**AUTHORITY NOTE:** Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

**HISTORICAL NOTE:** Promulgated by the Board of Elementary and Secondary Education, LR 25:631 (April 1999), amended LR 36:1469 (July 2010), LR 37:2123 (July 2011).

### **§505. In-Service Training**

A. In-service training, which is designed to improve the driver's skills, attitude and knowledge, is a vital part of the total school bus safety effort. To maintain certification, all certified school bus drivers must complete a minimum of

eight hours of in-service training within a two-year period; however, annual in-service training is encouraged. (The required eight hours may be divided into two annual four-hour blocks, if so desired by the local transportation supervisor.)

B. Bus driver participation in in-service training sessions is mandatory for the driver to maintain certification. Training topics should be selected from the following courses based on the needs of the LEA:

1. appropriate units of the Louisiana School Bus Driver Instructional Program;
2. National Safety Council Defensive Driving Course: *Coaching the School Bus Driver*;
3. approved first aid course with emphasis on activities designed to meet school bus drivers' needs;
4. assertive discipline/passenger management training;
5. drug abuse prevention awareness training;
6. transporting students with disabilities;
7. recognizing and reporting child abuse;
8. commercial driver's license (CDL) training;
9. special activity trip requirements; and
10. other topics approved by the DOE.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:631 (April 1999), amended LR 36:1469 (July 2010).

### **§507. Remedial Training**

A. School bus drivers may require remedial training if their performance does not meet standards set by state and local policy. Remedial training should be designed to improve specific areas of performance.

B. Additional training by the LEA in all phases of student transportation operations is encouraged.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:631 (April 1999), amended LR 36:1470 (July 2010).

## **Chapter 7. Vehicle Inspection and Maintenance**

### **§701. Inspection and Maintenance**

A. Proper maintenance of student transportation vehicles is vital for a safe, efficient, and economical transportation program. Student transportation vehicles include district owned school buses, independently owned school buses, or other approved vehicles used for transporting students to and from school and school-related activities. Each LEA shall adhere to the following procedures.

1. All student transportation vehicles must be maintained in safe operating condition through a systematic preventive maintenance program.

2. All student transportation vehicles must be inspected during the months of June, July, or August and certified as safe by the appropriate authority prior to the beginning of each school session. Re-inspection or more frequent inspections of vehicles may be made at the discretion of the LEA.

3. All student transportation vehicles must be inspected by an approved Commercial Motor Vehicle Inspection Station during December, January, or February of each school year. Re-inspection or more frequent inspections of vehicles may be made at the discretion of the LEA.

4. Accurate maintenance records must be kept for each school vehicle.

5. Student transportation vehicle drivers must conduct pre-trip inspections before beginning each trip, whether morning, mid-day or afternoon. Inspections must include all items required by the current CDL statutes.

6. Any defects or deficiencies in the areas listed above that may affect the safety of the vehicle's operation or result in its mechanical breakdowns must be reported verbally and in writing to the local transportation office and approval must be granted to continue operation of the vehicle.

7. A pre-trip inspection checklist designed by the LEA must be completed by drivers of all student transportation vehicles and maintained in the vehicle until it is filed with the local transportation office. Included in the pre-trip check should be an inventory of required documents: commercial driver's license, Department of Transportation physical verification, proof of vehicle insurance, copy of vehicle registration, student roster, seating chart, route description and stop locations (for daily routes), emergency telephone numbers, accident report forms, etc.

8. A written report shall be made at the completion of each trip or tour of duty regarding any defect, deficiency, malfunction or questionable performance of a student transportation vehicle.

9. A trip inspection must be conducted after each trip or individual run to check for passengers, equipment, medication, etc., that may have been left on the bus.

10. LEAs shall develop and provide pre-trip and post-trip inspection report forms to all school bus drivers and develop a system for collection and evaluation of the data.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:835 (May 1999), amended LR 36:1470 (July 2010), LR 37:2123 (July 2011).

## **Chapter 9. Vehicle Operation**

### **§901. Specific Procedures**

A. Specific procedures have been developed to ensure the highest possible degree of safety for school bus drivers



and their passengers. All school bus drivers must be focused on safe operation of the vehicle. In addition to state and federal regulations, the school bus operation policies for each LEA must be in compliance with the Highway Safety Program Guideline No. 17, *Pupil Transportation Safety*.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:835 (May 1999), amended LR 36:1470 (July 2010).

### §903. Loading and Unloading

#### A. Warning Signals

1. As required in R.S. 32:80 and R.S. 32:318, amber and red flashing warning signals must be used for student loading and unloading. At no other time are these lights to be used.

2. Amber and red Eight-Light Flashing Warning System. For buses equipped with an amber and red eight-light flashing warning system, drivers must activate the amber flashing lights at least 100 feet but not more than 500 feet before coming to a stop. Red flashing warning lights, stop signal arms, and the crossing control device must be activated when the bus is stopped and lights must continue flashing while children board, alight, and/or cross roadways.

#### B. Locations

1. It is the bus driver's responsibility to select a safe stopping point within LEA guidelines for students to load and unload from the school bus, even if this requires students to walk a distance.

2. Students shall be loaded or unloaded on a shoulder unless the LEA determines that loading or unloading on a shoulder is less safe for the student. If there is no shoulder or if the shoulder is determined to be less safe, a bus driver may load or unload a student while the bus is in a lane of traffic but only if the bus is in the lane farthest to the right side of the road so that there is not a lane of traffic between the bus and the right-side curb or other edge of the road.

3. A driver shall not load or unload a student in a location on a divided highway such that a student, in order to walk between the bus and his home or school, would be required to cross a roadway of the highway on which traffic is not controlled by the visual signals on the school bus.

4. Buses shall not stop within intersections to pick up or discharge students.

5. The school bus shall not be operated on school grounds except to pick up and discharge students or during student safety instruction exercises, but then only when students are carefully supervised.

#### C. Operations: Preparing to Safely Load or Unload Students

1. The bus driver must activate warning lights, stop signal arms, and the crossing control device after the bus has stopped and before students are permitted to board or alight from the bus. When traveling on undivided roadways, the Louisiana "School Bus Stop Law" (R.S. 32:80) requires

drivers of vehicles meeting or overtaking school buses stopped on a highway for the purpose of loading or unloading students to stop the vehicle not less than 30 feet from the school bus when flashing warning lights and stop arms have been activated and to remain stopped until the signals have been deactivated and the bus has resumed motion. (Bus drivers must deactivate signals before resuming motion.)

2. The bus driver must ascertain that traffic has stopped and only then open the door for entrance or exit of students.

3. The bus driver assumes a position behind the wheel before the first student boards and remains seated until the last student is discharged, except for approved loading and unloading of students with disabilities, emergencies, and securing pre-school students into occupant restraints.

4. Emergency doors shall not be used for routine student loading and unloading.

#### D. Operations: Safe Loading and Unloading Students

1. As the bus approaches a bus stop for student unloading, all students must remain seated until the bus comes to a complete stop and the bus driver has determined that it is safe for students to walk to the front of the bus and to exit.

2. The bus driver should be especially watchful for clothing, book bags, knapsacks, or other carry-on items that can be caught in the handrail or the bus door, thereby possibly causing student injury. The bus driver should always scan the area around the bus door before placing the bus in motion at bus stops.

3. The bus driver must allow all passengers to reach their respective seats before placing the bus in motion after passengers have boarded the bus.

4. Before crossing to the opposite side of the road, students must walk 10 to 15 feet in front of the bus on the shoulder of the roadway, checking the traffic, and then crossing when it is safe to do so. At no time should students be permitted to cross the road behind the school bus. Students who must walk parallel to the bus should walk approximately 10 feet from the side of the bus where space permits. Where space does not permit such a distance, the bus driver must determine that students are clear of the bus before setting the bus in motion.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, R.S. 32:80, and R.S. 32:318.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:835 (May 1999), amended LR 25:2169 (November 1999), LR 36:1470 (July 2010), LR 37:2123 (July 2011), LR 42:231 (February 2016), LR 49:243 (February 2023).

### §905. Crossing Railroad Tracks

#### A. Railroad Crossings: Stopping Requirements

1. The driver of any school bus, with or without students, shall come to a complete stop no closer than 15 feet but within 50 feet of the rail nearest the front of the bus.

2. Drivers making stops for railroad crossings shall observe traffic. Bus speed shall be reduced far enough in advance of the stop to avoid trapping other motorists in panic stops or rear-end collisions with the bus. On multiple lane roadways, the bus should stop in the right lane whenever possible.

3. During wet, stormy, or foggy weather, before placing part of the bus on the tracks, the bus driver must know that the crossing can be made safely. Any use of flares or warning signals must be taken as an additional warning of danger.

4. Turn signal lights may be operated in their hazard mode except when prohibited by state statute or local regulation. Except for hazard lights and brake lights, no other school bus signals will be activated for the railroad crossing.

5. When any school bus must stop for any railroad track at grade, all students must be silent until the crossing is completed.

6. After a train has passed the crossing on multiple tracks, the bus driver shall not drive the bus onto any track until the driver is certain that no other train (possibly hidden by the first train) is approaching on an adjacent track.

**B. Railroad Crossings with Traffic Signals: Requirements**

1. The driver of a school bus that has stopped at any railroad track or tracks at which any crossing gate or barrier is closed or is being opened or closed, and flashing red lights and/or bells have been activated shall not proceed across such tracks unless by authorization from a law enforcement officer. If a flagman is provided by the railroad, movement over the crossing shall be under his direction.

2. At crossings controlled by traffic signals, the bus driver shall obey the traffic signals.

**C. Railroad Crossings: Procedures for Crossing**

1. When the bus has stopped, the driver shall fully open the service door, listen and look in both directions along the track or tracks for approaching engines, trains or train cars.

2. For improved vision and hearing, the window at the driver's left and the service door should be opened, and all noisy equipment (radios, fans, etc.) should be turned off and should remain turned off until the bus has safely cleared the crossing.

3. If the view of the tracks is obstructed for 1,000 feet or less in either direction, no portion of the bus may be driven onto the tracks until the driver has made certain that no train is approaching. Although railroad signals may indicate the tracks are clear, the driver must develop and use visual and auditory senses to determine whether or not it is safe to proceed.

4. The bus driver must never accept a lack of movement as an indication that the railroad signal is working or is out of order. A bus driver must always consider a railroad grade crossing as conclusive warning of danger and

shall not cross the track until the bus driver has determined that no train is approaching.

5. The school bus driver shall always drive across the tracks in an appropriate low gear and not change gears while crossing the tracks.

**AUTHORITY NOTE:** Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, R.S. 32:80, R.S. 32:171, R.S. 32:173.1, and R.S. 32:174.

**HISTORICAL NOTE:** Promulgated by the Board of Elementary and Secondary Education, LR 25:835 (May 1999), amended LR 25:2169 (November 1999), LR 36:1471 (July 2010), LR 37:2123 (July 2011).

**§907. Intersections, Turns, Driving Speeds, and Interstate Driving**

**A. Intersections**

1. Use only brake lights as signals when coming to a stop.

2. For buses equipped with standard transmissions, place the gearshift in neutral while waiting for the traffic to clear or for the traffic light to change to green.

3. Use the hand ("parking") brake if on a grade to prevent rolling backward or forward.

4. School buses shall not stop within intersections to pick up or to discharge students.

**B. Turns**

1. Always activate turn signals at least 100 feet before beginning the turning maneuver.

2. Keep the bus as far right as possible for right turns to prevent other vehicles from passing on the right of the bus.

3. For left turns, keep the bus as close to the center line as possible. If two left turn lanes are designated, stay in the outside lane if possible to provide better visibility and a wider turning area.

4. Keep front wheels pointing forward until it is safe to make the turn. This will help to prevent the bus from being knocked into oncoming traffic in the event of a rear-end collision.

**C. Driving Speeds**

1. School buses must not be driven faster than 55 mph on highways, and no faster than legal speeds on city streets, in school zones, etc.

2. The maximum speed for school buses shall be 35 miles per hour under conditions that require frequent stops to receive and discharge students when the posted speed is 35 miles per hour or greater.

**D. Interstate Driving**

1. School buses must use the right lane except for passing, for exiting to the left, or for hazardous conditions.

2. At no time shall a school bus be operated in excess of 55 miles per hour, including interstate highway travel.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 32:62.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:835 (May 1999), amended LR 25:2169 (November 1999), LR 36:1472 (July 2010), LR 37:3204 (November 2011), LR 42:231 (February 2016).

### §909. Use of Cell Phones

A. No person shall engage in a call on a cellular radio telecommunication device while driving a school bus except in emergency situations.

B. A cellular radio telecommunication device is defined as a device capable of sending or receiving telephone communications without an access line for service and which requires the operation to dial numbers manually or by voice recognitions. It does not include citizens band radios.

C. The use of cellular telephones by school bus operators shall be authorized for communication with any of the following regarding an emergency situation:

1. an emergency system response operator, 911 public safety communications dispatcher, or school administrator;
2. a hospital or emergency room;
3. a physician's office or health clinic;
4. an ambulance or fire department rescue service; and
5. a fire department or law enforcement agency.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 32:289.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:835 (May 1999), amended LR 25:2169 (November 1999), amended LR 36:1472 (July 2010).

### §911. Prohibition of Drugs and Weapons

A. School buses are an extension of the school campus and are designated as a drug-free zone.

B. Smoking shall be prohibited on any school bus used for the transportation of children attending any public elementary or secondary school.

C. The ownership, possession, or custody of illegal weapons (carried or concealed) as defined in state law is prohibited on a school bus.

AUTHORITY NOTE: Promulgated in accordance with R.S. 14:95, R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, R.S. 17:240, and R.S. 17:405.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 36:1472 (July 2010), amended LR 37:2123 (July 2011).

### §913. Passengers

A. Passengers must be instructed to remain seated with hands, arms, and heads inside the bus at all times.

B. All standing is prohibited. At no time may a student stand while the bus is in motion.

C. In compliance with R.S. 32:293, it shall be unlawful for anyone responsible for the transportation of children to permit a number of passengers exceeding 100 percent

capacity of a bus to be transported at one time. (School bus capacity is determined by the bus body manufacturer.)

D. The LEA must determine the number of students to be transported in a school bus, but the number must not exceed the manufacturer intents. Auxiliary seating accommodations are not permitted.

E. The bus must never be fueled while passengers are on board or while the engine is running.

F. Drivers shall not leave their buses while passengers are on board unless there is an extreme emergency. If an emergency requires the driver to leave the bus, the engine must be stopped and the ignition key removed by the driver.

G. While the engine is running, the driver shall not leave the bus at any time when passengers are on board. When the bus is empty, the driver should not leave the bus when the engine is running except when inspecting, servicing, or repairing the bus requires the driver to do so. Drivers of buses transporting students with disabilities who must assist in the loading and unloading of passengers in wheel chairs are not considered to have left the bus so long as they remain on or beside the bus to assist with the loading or unloading, itself.

H. Passengers in Type A school buses (buses with a gross weight of 10,000 pounds or less) are required to wear occupant restraints when the vehicle is in motion. Occupant restraints must comply with the requirements of the FMVSS Numbers 208, 209, and 210.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 32:293.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:835 (May 1999), amended LR 25:2169 (November 1999), LR 36:1472 (July 2010)

### §915. Miscellaneous

A. Drivers should constantly scan the interior of the bus as well as the areas ahead, to the sides, and to the rear of the bus.

B. Drivers are required to wear seat belts and other safety devices provided by the bus manufacturer at all times while the bus is in motion.

C. The service (entrance) door and the emergency exit door(s) must remain closed at all times while the bus is in motion. School bus aisles must be kept clear and doors and emergency exits must remain unobstructed at all times.

D. Buses must not be backed except in situations where there is no safer alternative. If there is no safe alternative to backing, these warnings should be heeded.

1. Students must be boarded and seated and remain on board the bus when the bus is being backed.

2. The school bus driver must arrange for assistance during backing maneuvers.

E. Headlights shall be turned on whenever it is necessary to use windshield wipers.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 32:281.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:835 (May 1999), amended LR 25:2169 (November 1999), LR 36:1473 (July 2010).

## Chapter 11. Emergency Evacuations

### §1101. Determining Emergency Evacuations

A. Safety is the key word for school transportation in Louisiana. The most important obligation shared by all persons involved in school transportation is their collective responsibility for the safety of the passengers at all times. The safety of the passengers must be considered first when evacuating a school bus.

B. Mandatory emergency evacuation procedures as defined by BESE and outlined in the *Louisiana School Bus Operator Training Manual* must be enforced for all emergency evacuations.

C. School bus drivers are responsible for determining when it is safe for students to exit the bus when an emergency occurs. If the bus is not in danger, the decision to exit the bus must be based on the security of the passengers.

D. Decide whether or not to evacuate the bus. Evacuate the bus if any of these conditions exist:

1. presence of fire or toxic fumes;
2. danger of fire;
3. unsafe position of the bus; or
4. hazardous weather conditions.

AUTHORITY NOTE: Promulgated in accordance with R.S. 9:2793, R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 32:398.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:838 (May 1999), amended LR 36:1473 (July 2010).

### §1103. Fire or Danger of Fire Evacuations

□□□he bus should be stopped and evacuated immediately if the engine or any portion of the bus is on fire.

B. Being near an existing fire and unable to move the bus away, or being near the presence of gasoline or other combustible material should be considered as "danger of fire," and students should be evacuated.

C. Students should move to a safe place 100 feet or more from the bus and remain until the driver of the bus has determined that no danger exists.

AUTHORITY NOTE: Promulgated in accordance with R.S. 9:2793, R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 32:398.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:642 (April 1999), amended LR 36:1473 (July 2010).

### §1105. Unsafe Position Evacuations

A. In the event that a bus is stopped due to an accident, mechanical failure, road conditions, or human failure, the driver must determine immediately whether it is safe for students to remain in the bus or evacuate.

B. The driver must evacuate if any of these conditions exist.

1. The final stopping point is in the path of any train or adjacent to any railroad tracks.

2. The stopped position of the bus changes and increases the danger. If, for example, a bus should come to rest near a body of water or near the edge of a cliff, it should be evacuated. The driver should be certain that the evacuation is carried out in a manner that affords maximum safety for the students.

3. The stopped position of the bus is such that there is danger of collision. In normal traffic conditions, the bus should be visible for a distance of 300 or more feet. A position over a hill or around a curve where such visibility does not exist should be considered reason for evacuation.

AUTHORITY NOTE: Promulgated in accordance with R.S. 9:2793, R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 32:398.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:838 (May 1999), amended LR 36:1473 (July 2010).

## Chapter 13. Student Instruction

### §1301. Safe Riding Practices

A. Because of the increased number of students being transported and the ever increasing number of accidents on the highways, there is a need to instruct students on safe riding practices and on proper evacuation of a school bus in case of an emergency.

B. It is the responsibility of each LEA to develop policy that requires safe riding practices and proper emergency evacuation instruction for all students. Each LEA must have measures in place to ensure that all students have received intensive classroom instruction. Instruction must include the following:

1. student behavior;
2. identifying individuals who have authority over passengers;
3. loading and unloading procedures;
4. seat assignments;
5. acceptable conduct on the bus, e.g. talking, moving around, and use of windows;
6. keeping the bus clean;
7. care of the bus and its equipment;
8. emergency procedures, including evacuation drills;
9. meeting the bus, waiting for the bus, leaving the area after unloading; and
10. all other applicable local and state rules and regulations.

C. This instruction shall be presented twice each year, at the beginning of each semester. Student instruction

information should be coordinated to involve bus drivers, bus attendants, teachers and principals.

D. The designated school administrator shall complete the safe riding practices classroom instruction form (Form T-7) each semester and send the completed form to the transportation office.

AUTHORITY NOTE: Promulgated in accordance with R.S. 14:95, R.S. 17:223, R.S. 17:240, R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, R.S. 17:405, and R.S. 17:416.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:839 (May 1999), amended LR 36:1473 (July 2010), LR 42:231 (February 2016).

### §1303. Emergency Exit Drills

A. Students who ride a school bus must be instructed in organized emergency exit procedures. Schools shall organize and conduct, in accordance with the *Louisiana School Bus Operator Training Manual*, emergency drills for all students who may ride school buses.

B. One emergency exit drill shall be held during the first six weeks of each school semester. LEA administrators must provide opportunities at the beginning of each semester for all students riding a school bus to and from school and/or school-related activities to participate in emergency drill exits.

C. The designated school administrator shall complete the emergency evacuation drill verification form (Form T-8) each semester and send the completed form to the transportation office.

D. Three exit drill methods are required.

1. All passengers exit through the service (front) door.
2. All passengers exit through the rear emergency exit.
3. Passengers in the front half of the bus exit through the service door; passengers in the rear half exit through the rear emergency exit.

E. If an additional emergency exit door is installed on the bus, passengers should be taught how to exit through this door. It is not necessary to require exiting through emergency exit windows and roof-top hatches during drills, but evacuation procedures using these exits should be explained to passengers.

F. The following guidelines are given for conducting the emergency exit drills:

1. have a local written policy covering the drills;
2. school officials should schedule drills with drivers;
3. practice drills on school grounds, during school hours, in a safe place, and under supervision of the principal or by persons assigned by the principal to act in a supervisory capacity;
4. time and record each drill;
5. practice exiting the bus through the service (front) door and the emergency rear and/or side door. Instruct students on use of other available emergency exits; and

6. students shall practice going a distance of at least 100 feet from the bus and remain there in a group until further directions are given by the principal or persons assigned by the principal to act in a supervisory capacity. Practice drills must provide instruction for student helpers to assist passengers from the bus. Further direction regarding student helpers is discussed in §1307. Students must be instructed in how and where to get help in emergencies.

### G. Important Factors Pertaining to School Bus Evacuation Drills

1. Safety of students is of the utmost importance and must be considered first.

2. All drills should be supervised by the principal or by persons assigned to act in a supervisory capacity.

3. The bus driver is responsible for the safety of the students. In the event of driver incapacitation, see Section 1307.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:632 (April 1999), amended LR 36:1474 (July 2010), LR 37:2123 (July 2011), LR 42:231 (February 2016).

### §1305. Verification of Classroom Instruction and Drill Procedures

A. The school principal is responsible for certifying that the passenger instruction and emergency drill procedures have been completed as required.

B. A copy of the *Certification of Passenger Instruction* form and *Emergency Evacuation Drill* form must be verified by the school principal and submitted to the LEA to be maintained in the current transportation files.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:632 (April 1999), amended LR 36:1474 (July 2010), LR 37:2123 (July 2011).

### §1307. Student Helpers

A. Student helpers can be valuable assistants in times of emergency, especially if the driver is incapacitated and unable to direct emergency procedures at the scene of an emergency and no trained adult is available to assist. If student helpers are included in the emergency plan, they should be responsible, should be regular riders, and should live near the end of the bus route. Written parental consent should be obtained by the driver before students are designated for this purpose.

B. Designated students should be taught these basic procedures:

1. how to turn off the ignition switch;
2. how to set the parking brake;
3. how to summon help;
4. how to direct emergency exits;
5. how to set emergency reflective markers; and

6. under what conditions they are authorized to take action and what action they are to take.

C. The bus driver should perform all these functions when possible and should use student helpers only to help with orderly evacuations, except when the driver is unable to direct the operation personally.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:839 (May 1999), amended LR 36:1474 (July 2010), LR 37:2123 (July 2011).

## Chapter 15. School Bus Routes

### §1501. Routes: Authority and Responsibilities

A. The term *route* shall apply to the combined total daily trips (or “runs”) regularly assigned to the bus driver. The statutory authority governing the establishment and continuation of school bus routes in Louisiana is R.S. 17:158 and R.S. 17:497. BESE has been granted the authority under the provisions of R.S. 17:164, et seq., to establish and adopt regulations relating to the operation of school buses in the transportation of students to and from school. These statutes shall be used as a basis in decisions concerning the transportation program in a LEA.

B. The primary responsibility for establishing and continuing school bus routes rests with the LEA. Each LEA has the authority to set additional policies that are not in conflict with state or federal regulations.

C. LEAs are responsible for maintaining safe, efficient, economical school transportation programs by:

1. establishing and continuing only those routes that are needed to assure timely arrivals and departures within the framework of established school hours;

2. designing routes to achieve maximum utilization of buses and the elimination of unnecessary and duplicated mileage; and

3. consolidating and eliminating bus routes when they are no longer needed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 17:497.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:633 (April 1999), amended LR 36:1475 (July 2010), LR 37:2124 (July 2011).

### §1503. Determining Bus Routes

A. School bus routes must be designed so they begin at the farthest point from the school or schools served and proceed on the shortest charted course.

B. Exceptions may exist when local school officials determine it is more economical to do otherwise and/or when there are hazardous conditions.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:634 (April 1999), amended LR 36:1475 (July 2010).

### §1505. Routes: Filling Vacancies

A. When filling school bus route vacancies for LEA-owned school buses, the procedures as outlined in R.S. 17:493.1 must be followed.

1. The opportunity to change from the current assigned route to the vacant route must be offered, by mail to his/her residence, to tenured school bus operators in the order of seniority.

2. If no tenured operator chooses to change to the vacant route, the route shall be offered to a full-time probationary bus operator.

3. If no tenured or probationary operator chooses to change to the vacant route, a substitute bus operator shall be selected from a list of approved substitute school bus operators.

B. When filling school bus route vacancies for contracted owner-operator school buses, procedures for new owner-operator acquisition of the school bus are stipulated in R.S. 17:493.1.

1. The vacated route shall be offered first to any person meeting the requirements of the LEA who is willing to acquire the bus of the retiring operator.

2. The acquisition of the school bus by the new owner-operator must guarantee that the retiring owner-operator driver received full appraised value for the bus using regularly accepted appraisal methods to determine fair market value.

3. These requirements are applicable only when the bus owned by the retiring operator has been manufactured within a period of five years immediately prior to the operator’s retirement and the operator is retiring due to a documented physical disability.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6, 17:158, 17:160-161, 17:164-166, 17:493, and 17:500.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:633 (April 1999), amended LR 36:1475 (July 2010), LR 45:35 (January 2019).

## Chapter 17. Compensation of School Bus Drivers

### §1701. Salary Compensation Based on School Bus Routes

A. The term *route* shall apply to the combined total daily trips (or “runs”) regularly assigned to the bus driver.

B. Bus routes are measured in terms of “paid mileage.” Paid mileage for contract drivers begins when the first student is picked up and ends when the final student discharge destination or school is reached.

C. When one-way mileage differs in the afternoon from that of the morning route, the one-way mileage for the morning and afternoon is totaled and divided by two. The result is the average one-way mileage for that particular route.

D. The rate of compensation is determined in accordance with R.S. 17:497.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166 and R.S. 17:497.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:633 (April 1999), amended LR 36:1475 (July 2010), LR 49:244 (February 2023).

### **§1703. Salary Compensation: Frozen Mileage**

A. Mileage may be frozen at the current rate of compensation for contracted owner-operators of school bus drivers as mandated in R.S. 17:497.

B. Frozen mileage guarantees that the contract owner/operator cannot be penalized by a reduction of compensated mileage (except as may be requested by the owner/operator) for a period of seven years when a new bus is purchased or five years when a used bus not more than five model year old is purchased.

C. If route mileage is increased, operational mileage compensation must be increased accordingly, if route mileage is decreased because of circumstances beyond the control of the owner/operator, operational mileage compensation shall not be reduced below the mileage level indicated on the original School Bus Purchase Form.

D. If a driver requests and is granted less mileage than the frozen mileage, actual mileage shall be compensated.

E. Frozen mileage applies only when the owner/operator makes a purchase of a new or used bus not more than five model years old.

F. The transfer of a bus from spouse to spouse, acquisition as a gift, etc., other than a purchase does not afford frozen mileage to the person who acquires the bus.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 17:497.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:634 (April 1999), amended LR 36:1475 (July 2010).

### **§1705. Alternative Transportation Driver Compensation**

A. Procedures for reimbursement of drivers in LEA-approved vehicles who transport students with disabilities is further defined in Chapter 21, §2107 and §2109.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 36:1476 (July 2010).

## **Chapter 19. Transporting Students**

### **§1901. Transporting Eligible Students**

A. In accordance with Louisiana Revised Statute 17:158, each LEA shall provide free transportation for any student who attends a school of suitable grade approved by BESE if the student resides more than one mile from such school, and the school is within the jurisdictional boundaries of the LEA.

1. A city, parish, or other local public school board may provide transportation for any student attending a

school of suitable grade approved by the state Board of Elementary and Secondary Education within the jurisdictional boundaries of the local board who resides one mile or less from the school when the school board determines that conditions exist to warrant such transportation. Transportation of students residing one mile or less from their school shall be at no cost to the state.

2. Conditions that exist and warrant transportation of a student who resides one mile or less from the school may include but shall not be limited to the residence location of a person convicted of a sex offense and registered as a sex offender, sexually violent predators, and child predators.

B. The distance shall be determined as extending from the student's driveway or entrance to the nearest public road, to the walking entrance of the school building. (The distance shall be measured by the most direct route and may be along roads and walkways.)

C. No person other than assigned students and authorized persons approved by the local Transportation Supervisor or other authorized school officials are allowed to board the bus.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:634 (April 1999), amended LR 36:1476 (July 2010), LR 38:749 (March 2012).

### **§1903. Transportation of Students Living within One Mile of School of Attendance**

A. BESE allows the LEA to transport students living within one-mile of the school they attend if there are "exceptional" or hazardous walking situations.

B. The transportation of these students requires special permission from BESE.

1. Approval of requests for the transportation of students living less than one mile from the school they attend will not be granted unless the request for such approval is accompanied by a plan or procedure to eliminate the exceptional conditions (if possible) by providing safe walking areas and conditions.

2. The plan must identify the problem, list proposed solutions, outline procedures to correct the problem, and include the time schedule for completion.

3. When an emergency exists, the state Superintendent of Education may authorize transportation, not to exceed 30 days.

4. The conditions must be reviewed for continued approval. All exceptional conditions shall be reviewed by June 30 of each school year by the local LEA to determine whether corrective actions can be made in order to relieve the need for this transportation.

C. R.S. 17:158(A) allows 15 LEAs to transport within one mile if hazardous conditions exist, but at no cost to the state.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 17:497.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 36:1476 (July 2010), amended LR 37:2124 (July 2011).

**§1905. Transportation of Student in Foster Care**

A. Each LEA shall establish a policy to ensure that a student who is in foster care pursuant to placement through the Department of Children and Family Services (DCFS) shall be allowed to remain enrolled in the public school in which the student was enrolled at the time he or she entered foster care for the duration of the child's stay in the custody of the state or until he completes the highest grade offered at the school, if DCFS determines that remaining in the school is in the best interest of the student.

B. If the foster care placement is outside the jurisdictional boundaries of the public school in which the student is enrolled, the governing authority of the school shall be responsible for providing free transportation for the student to and from a designated location which is within that school district and is located nearest to the student's residence.

1. The location must be determined to be appropriate by such governing authority and DCFS.

2. DCFS shall be responsible for providing the child's transportation between that location and the child's residence.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 17:238.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:635 (April 1999), amended LR 36:1476 (July 2010), LR 39:80 (January 2013).

**§1907. Transportation of Student to a Community and Technical College System**

A. In accordance with Revised Statute 17:158(I), each LEA may provide transportation to any full-time student who is 20 years of age or younger and attending a technical college campus, that is part of the Louisiana Community and Technical College System, within the jurisdictional boundaries of the local board.

1. If the closest technical college campus is located outside the jurisdictional boundaries of the local school board, the board may facilitate the transportation or coordinate with neighboring boards to facilitate transportation to the technical college campus.

B. The local public school board where the student resides may assess a fee to each student utilizing the transportation services provided pursuant to this Subsection, not to exceed the actual cost of providing such transportation, including administrative costs.

C. The provisions of this Section shall not apply to:

1. local public school boards in a parish with a population of more than three hundred thousand persons according to the most recent federal decennial census;

2. local public school boards in any parish that operates a parish-wide public transit system that provides

sufficient service to meet the transportation needs of students attending technical colleges located in the parish.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 17:238, and R.S. 17:158(I).

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 39:80 (January 2013).

**Chapter 21. Transporting Students with Disabilities**

**§2101. Transporting Students with Disabilities**

A. Public Law 93-112, Section 504, requires "that no individual, solely by reason of his handicap, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" and the Individuals with Disabilities Education Act (IDEA) requires a LEA to provide non-academic and extracurricular services and activities in a manner necessary to afford children with disabilities an equal opportunity for participation in those services and activities. The LEA shall provide transportation services to implement any Individualized Educational Plan (IEP) for a student with a disability whose residence falls within the jurisdiction of the LEA, as defined in Bulletin 1706, *Regulations for Implementation of the Children with Exceptionalities Act*. The LEA must incur the cost of providing services and specialized equipment.

B. All students with disabilities (regardless of age) are eligible for free appropriate public education (FAPE). Facilities, services and activities provided to students with disabilities must be comparable with those provided to non-disabled student, and students with these disabilities must have an equal opportunity for participation in any non-academic and extracurricular services and activities provided by an LEA.

C. LEAs must provide transportation services in such a manner to afford students with disabilities an equal opportunity for participation in those services.

D. LEA personnel involved in transporting students must be knowledgeable with the laws and regulations required for transporting students with disabilities.

E. LEA transportation staff must work closely with LEA personnel to ensure that services meet or exceed those required by law and current BESE policies.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:635 (April 1999), amended LR 36:1476 (July 2010), LR 37:2124 (July 2011).

**§2103. Guidelines for Providing Transportation Service for Students with Disabilities**

A. LEAs must comply with IDEA, Section 504, Louisiana Statutes and regulations and policies set forth in the DOE bulletins governing educational services for students with disabilities.



B. LEA transportation staff must develop procedures to minimize conflicts and resolve issues that may arise in transporting students requiring additional services.

C. LEAs must provide school bus service for students with disabilities as indicated in the student's IEP. The IEP may specify "curb-to-curb" or "door-to-door" services. When alternative modes of transportation are required, approval must be granted by the special education supervisor and LEA transportation authority. Alternative arrangements must be stated in the IEP.

1. The term "curb-to-curb" implies that bus drivers and bus attendants are responsible for loading and unloading students at their home bus stops and at school loading/unloading areas. The term "door-to-door" implies that the bus driver and or bus attendant are responsible for loading and unloading students at that door and at school loading/unloading areas. This related service does not extend to the interior of the student's home.

2. In determining whether to include transportation in a student's IEP, the IEP team must consider how the student's disability affects the student need for transportation. Factors include: the student's ability to move independently, ability to reason and understand potential safety hazards en route to the bus stop as a result of the student's age or disability, nature and condition of the route, availability of public assistance, and access to private assistance.

3. If a student with a disability can use the same transportation as non-disabled students, then transportation is not likely to be a related service and the LEA may make the same transportation provisions for the student with a disability that it does for the general population.

4. Students with disabilities may not have transportation schedules which differ from non-disabled students. Students with disabilities must be transported on a schedule which allows them to receive a full instructional day as documented on the IEP.

5. Certain students may be picked up at a safe bus stop near (e.g., at the corner of) their residences. Alternate arrangements can be made that are mutually agreeable to all parties, but must be handled on an individual basis and indicated in the IEP.

6. Parents must request approval from the school and the school bus driver when the child is going to be picked up or dropped off at a location different from the student's residence. Prior approval from the LEA transportation office is required if the different location results in time conflicts, overloads, or an increase in the driver's mileage. Final approval rests with the LEA.

7. Local procedures must be developed to specify whether bus drivers, bus attendants, classroom teachers, teacher assistants, or other staff is responsible for taking students to and from the school buses at the school site.

D. When attendance at a school outside the student's geographic zone is mutually agreeable and determined to be part of the student's FAPE, the home LEA has the

responsibility to provide transportation, if transportation is also related to FAPE. In situations where the student attends an out-of-district school based solely on personal preference and the home LEA has offered an opportunity for FAPE, transportation may not be required, even in instances where the student may otherwise qualify for this service.

E. The LEA cannot discharge its obligation to transport a student with a disability who needs transportation as a related service by requiring parents, without their agreement, to provide the transportation themselves and receive mileage reimbursement. However, while the LEA cannot demand this arrangement, it is not unreasonable for the LEA to request such an arrangement.

F. LEAs must ensure that:

1. all school buses used to transport students with disabilities comply with current applicable Louisiana Revised Statutes, Louisiana State Department of Education Standards, and with all other standards as may be established by governing authorities;

2. specialized equipment used to transport students to educational sites complies with all Federal Motor Vehicle Safety Standards (FMVSS), where such standards are applicable;

3. appropriate safety measures are used in the transportation of students with disabilities, especially when extraordinary measures are required;

4. supervision of students is in compliance with LEA policies and the IEP;

5. students being transported spend only a reasonable amount of time on the bus. The locations of the residence and the school facility and the specific needs of the individual student will be determinant factors in length of travel time.

G. It is the responsibility of the LEA to employ and train qualified school bus drivers and substitute drivers as needed to transport eligible special education students. Bus attendants must be trained to assist in transporting students with disabilities when necessary and appropriate as a related service.

1. The need for a bus attendant is a decision of the LEA, unless the requirement is documented on the student's IEP.

2. Providing a bus attendant for any student with a disability shall be considered by the IEP team. This decision should be made on an individual basis.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:635 (April 1999), amended LR 36:1477 (July 2010), LR 37:2124 (July 2011).

### **§2105. Transportation for Summer Programs**

A. When the IEP committee recommends an extended year program, the students are entitled to the related transportation service. Summer transportation will follow the same guidelines that are in effect during the school year.

## Chapter 23. Bus Body Standards for School Buses

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:635 (April 1999), amended LR 36:1477 (July 2010).

### §2107. Transportation of Students with Disabilities by Other than a School Bus

A. LEAs should meet the following requirements in providing transportation for students who cannot be transported by school buses or within the regular established school bus routing system, and must be transported in cars, vans, or other specially equipped vehicles.

1. Transportation routes will be established by the LEA. These routes must be well planned to ensure economy and efficiency. All existing transportation requirements of the LEA must be considered prior to establishing an additional route.

2. Drivers of vehicles on the special routes will neither be subject to provisions of R.S. 17:496 (minimum salary schedule) nor will they be eligible for tenure.

3. Vehicles used on these special routes (private cars, station wagons, vans, etc.) will be subject to safety inspections and carry the necessary insurance coverage required by the LEA.

4. LEAs will reimburse drivers of vehicles (private cars, station wagons, vans, etc.) approved by the LEA for such purposes at the current state-approved rate for reimbursement of mileage on the basis of miles traveled for one round trip per vehicle for each day of attendance.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:636 (April 1999), amended LR 35:645 (April 2009), LR 36:1478 (July 2010), LR 37:2124 (July 2011).

### §2109. Transportation of Residential (Boarding) Students

A. The transportation policy for the Special School District and the Board Special Schools shall be established separately by those entities.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:636 (April 1999), amended LR 36:1478 (July 2010).

### §2111. Removals from Transportation Services

A. Transportation services cannot be terminated for students with disabilities without the approval of the LEA transportation staff and exceptional services staff in consultation with school officials, parents, and school bus driver and must be in accordance with Bulletin 1706 disciplinary provisions.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:636 (April 1999), amended LR 36:1478 (July 2010).

### §2301. Foreword

A. All student transportation vehicles purchased on or after July 1, 1998, shall meet or exceed the requirements herein. The appropriate sections of these specifications apply to all school buses for student transportation in Louisiana which are purchased, owned, or operated by a LEA and to all school buses leased or contracted to a LEA by private owners for the transportation of students to and from school and all school-related activities.

B. Any part of these specifications may be changed at any time by addenda adopted by BESE in accordance with the Administrative Procedures Act. Changes will be made to comply with changing FMVSS or statutes of the Louisiana Legislature.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:643 (April 1999), amended LR 36:1478 (July 2010).

### §2303. Federal Motor Vehicle Safety Standards (FMVSS)

A. All school buses shall meet or exceed the minimum requirements of all applicable FMVSS as found in 49 CFR 571.

B. All school buses shall be equipped as required by applicable FMVSS.

C. In addition to FMVSS regulations, school buses used to transport students to and from school and school-related activities must meet the school bus body, chassis or equipment that meet the latest revised minimum standards for school buses adopted and recommended by the National Conference on School Transportation, sponsored by the National Council of Chief State School Officers, the American Association of School Administrators, NEA, the Department of Rural Education, and the U.S. Office of Education. Copies of the current National Congress on School Transportation Specifications and Procedures can be obtained through the website: [www.ncstonline.org](http://www.ncstonline.org).

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:643 (April 1999), amended LR 36:1478 (July 2010), LR 37:2124 (July 2011), LR 40:2517 (December 2014).

### §2305. Definitions and Descriptions of School Bus Types

A. School buses must meet both federal and state definitions.

1. Federal Definition. *School Bus*—a passenger motor vehicle designed to carry a driver and more than 10 passengers, which the Secretary of Transportation decides is likely to be used significantly to transport preprimary, primary, and secondary students to or from school or an event related to school.

2. State Definition. *School Bus*—every motor vehicle that is used to transport students to and from school or in connection with school activities, but not including a charter bus or transit bus.

#### B. School Bus Types

1. *Type A*—school bus is a conversion or bus constructed utilizing a cutaway front-section vehicle with a left side driver's door. This definition includes two classifications: Type A-1, with a Gross Vehicle Weight Rating (GVWR) of 14,500 pounds or less; and Type A-2, with a GVWR greater than 14,500 and less than or equal to 21,500 pounds.

2. *Type B*—school bus is constructed utilizing a stripped chassis. The entrance door is behind the front wheels. This definition includes two classifications: Type B-1, with a GVWR of 10,000 pounds or less; and Type B-2, with a GVWR greater than 10,000 pounds.

3. *Type C*—school bus is constructed utilizing a chassis with a hood and front fender assembly. The entrance door is behind the front wheels; also known as a *conventional school bus*. This type also includes cutaway truck chassis or truck chassis with cab with or without a left side door and a GVWR greater than 21,500 pounds.

4. *Type D*—school bus is constructed utilizing a stripped chassis. The entrance door is ahead of the front wheels; also known as *rear* or *front engine transit style school buses*.

5. *Multifunction school activity bus (MFSAB)*—school bus whose purposes do not include transporting students to and from home or school bus stops, as defined in 49 CFR 571.3. This subcategory of school bus meets all FMVSS for school buses except the traffic control requirements of alternately flashing signal and stop arm.

6. *Specially Equipped*—a school bus designed, equipped, or modified to accommodate students with special needs.

C. No vehicle with rated capacity of more than 10 passengers shall be classified as a school bus and thereby used to transport students to and from school and school-related activities unless said vehicle originally was manufactured and certified as a school bus and maintained the certification as a school bus all in accordance with federal and state requirements throughout the life of the vehicle.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:644 (April 1999), amended LR 36:1478 (July 2010), LR 37:2125 (July 2011), LR 49:244 (February 2023).

## Chapter 25. Purchase, Sale, Lease, and Repair of School Buses

### §2501. Responsibility of Dealers and Manufacturers

A. The responsibility of compliance with school bus specifications rests with the vendors, manufacturers and purchasers of school buses.

B. If any vendor or manufacturer sells school transportation equipment that does not conform to all these and all other applicable state and federal specifications, the vendor shall be required to make necessary conversions to bring the vehicle into compliance. All cost related to such alteration shall be borne by the vendor.

C. LEAs shall have the option of imposing additional specifications that exceed state and federal standards.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:644 (April 1999), amended LR 36:1479 (July 2010), LR 38:750 (March 2012).

### §2503. Purchase of School Buses

A. All school bus vendors shall certify to the purchaser (LEA, contract, or individual), upon delivery that the school bus(es) sold for use by Louisiana school systems meet or exceed all standards specified herein and comply with the applicable FMVSS set forth by the United States Department of Transportation.

B. LEAs are authorized to voluntarily pool bids for school bus purchases for economical acquisition of school buses and related equipment and supplies.

C. It is mandatory that the seller of any new or used school bus shall complete a school bus purchase form verifying that the purchased vehicle meets all state and federal school bus specifications applicable at the time of manufacture.

D. LEAs must keep current records of purchases of school buses.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 17:494.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:644 (April 1999), amended LR 36:1479 (July 2010), LR 37:2125 (July 2011), LR 40:2517 (December 2014).

### §2505. Sale of School Buses

A. LEAs are authorized to purchase school buses and to resell such buses to any school bus operator employed by the LEA or with whom the LEA has contracted to provide transportation services for students.

B. The bus shall be used by the operator to transport students on the operator's assigned bus route. All mandates of Louisiana statutes must be met prior to the sale.

C. LEAs must keep current records of sales of school buses. Information shall be provided to the DOE upon request.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:644 (April 1999), amended LR 36:1479 (July 2010), repromulgated LR 37:2125 (July 2011).

#### §2507. Lease of School Buses

A. LEAs may lease a school bus owned by any school bus operator employed by the LEA or with whom the LEA has contracted to provide transportation services for students from the school bus operator or by a business who is authorized by the state of Louisiana to sell, lease or operate school buses in the state.

B. The school bus shall be used by the operator to transport students on the operator's assigned bus route, or the school bus may be used by the school district to transport students on an assigned bus route and/or for activity trips.

C. Lease agreements must follow state regulations as described in R.S. 17:158 and R.S. 17:158.7.

D. Lease agreements must specify that every bus included in the lease have been inspected and certified to meet all applicable standard and statutory requirements as enumerated or otherwise referenced in this document.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 36:1479 (July 2010), amended LR 38:750 (March 2012).

#### §2509. Used School Buses

A. Any used school bus purchased for use in Louisiana by or for a school system shall meet current legal requirements of the *Louisiana Revised Statutes* for motor vehicles and shall meet Louisiana specifications for school buses that were in effect on the date the vehicle was manufactured. No vehicle with rated capacity of more than 10 passengers shall be classified as a school bus and thereby used to transport students to and from school and school-related activities unless said vehicle originally was manufactured and certified as a school bus and maintained the certification as a school bus all in accordance with federal and state requirements throughout the life of the vehicle.

B. All replacement school buses used on daily routes, at the time they are acquired by the owner, must be 10 or less model years old for all owners/operators and school districts. The number of years shall be reckoned from the date of the model year (see Calculating the Age of School Buses, §3103).

C. Any school bus used as an activity or backup bus, at the time it is acquired by the owner and placed in service, shall be 15 or fewer model years old. The number of years shall be reckoned from the date of the model year (see §3103, Calculating the Age of School Buses).

D. Any school bus used as an activity or backup bus that is older than 15 model years shall not be used more than 60 consecutive school days in a school year.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:158.2, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:644 (April 1999), amended LR 26:639 (April 2000), LR 27:187 (February 2001), LR 36:1479 (July 2010), LR 37:3204 (November 2011), LR 40:1320 (July 2014), LR 40:2517 (December 2014).

#### §2511. Life of a School Bus

A. School buses shall not exceed the age of 25 model years (see Calculating the Age of School Buses, §3103). LEAs must be in compliance with this standard by January 2011.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 36:1480 (July 2010), amended LR 40:2517 (December 2014).

#### §2513. Insurance for School Buses

A. LEAs have the authority to enter into and consummate contracts for insurance covering loss of life or personal injury of the children while being transported to and from school and school related activities.

B. Insurance for District-Owned School Buses. All premiums for all insurance policies of public liability and property damage insurance applying to and covering school buses owned by LEAs shall be the obligation of and payable by, the board owning such buses.

C. LEAs are not prevented from paying the premiums for public liability and property damage insurance covering and applying to privately owned buses used for transportation of students on behalf of the LEA.

D. Insurance for Contracted Services. State law authorizes LEAs contracting for the use of privately owned school buses to procure contracts on a fleet or group basis for the owners who are insuring the vehicles.

E. The amounts required or to be required during each year to make the premium payments may be withheld from compensation due the owners in equal monthly installments.

F. Contracts must be in compliance with state law.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:159, R.S. 32:601, R.S. 32:604, and R.S. 45:162.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 36:1480 (July 2010).

#### §2515. Repair of School Buses

A. Any repairs or alterations to any bus that fall under the guidelines of this bulletin shall be made in accordance with all specifications contained herein and all applicable FMVSS.

B. At the time of purchase, the seller of any school bus must disclose to the purchaser, which components of the vehicle are subject to a manufacturer's or distributor's warranty agreement.

C. School bus warranty repair work shall be performed by repair facilities authorized by the manufacturer or distributor.

D. Manufacturers of school buses licensed by the Louisiana Motor Vehicle Commission are authorized to provide warranty and other repair or maintenance services to be performed at any location of a licensed motor vehicle dealer which holds a franchise from any affiliate or subsidiary of the school bus manufacturer.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166, and R.S. 32:1261.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:644 (April 1999), amended LR 36:1480 (July 2010), LR 37:2125 (July 2011).

#### **§2517. Sanctions**

A. Any school bus that does not meet the minimum specifications set forth in this bulletin must not be used until such time that the bus is in compliance with the rules of this bulletin.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:644 (April 1999), amended LR 36:1480 (July 2010).

## **Chapter 27. Evaluation of the Student Transportation System**

#### **§2701. Criteria**

A. Each LEA should have a plan for annually evaluating its student transportation operation. There are several criteria which can be applied to obtain some estimates of the operation's effectiveness. These criteria relate to such factors as safety, efficiency and economy.

B. Safety criteria should include, but is not limited to:

1. injuries to students, the driver and other highway users;
2. frequency and severity of property damage accidents in which buses are involved;
3. frequency and severity of moving traffic violations for which drivers are cited;
4. frequency and nature of complaints from parents, the motoring public, school administrators and students;
5. frequency and nature of vehicle breakdowns, road failures and other emergency situations involving buses; and
6. hazardous situations on bus routes.

C. Efficiency and economy criteria includes, but is not limited to:

1. bus route operation within the framework of established school hours;
2. minimizing the actual time students are on the bus;
3. routes designed to achieve maximum utilization (i.e., full capacity within reason), and elimination of unnecessary mileage and duplication; and
4. annual review of all routes and routing procedures, including stop-times.

D. The LEA school transportation evaluation program must provide for periodic evaluation of progress along predetermined time schedules and a point-by-point comparison of the system's present program with state policies and standards to identify deficiencies

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:633 (April 1999), amended LR 36:1480 (July 2010), LR 37:2125 (July 2011).

## **Chapter 29. Records and Reporting Procedures**

#### **§2901. Records and Reporting Procedures**

A. School Bus Driver Records. Files on all school bus drivers, including substitutes and activity drivers, must be maintained by the LEA. The following documents must be included in these records:

1. driver data;
2. vehicle accident/incident records, including Employee Notification Forms;
3. complaints;
4. liability insurance policy verification for contract drivers;
5. documentation of completion of bus driver's training courses (pre-service and in-service); and
6. medical examination reports.

B. School Bus Records. Files on all school buses must be maintained by the LEA. The following documents must be included in these records:

1. vehicle data; and
2. vehicle inspection and maintenance records.

C. School Bus Route Records. Files on all school bus routes must be maintained by the LEA. The following information and maps must be included in these records:

1. description of each driver's route;
2. location of driver's home or point of departure;
3. beginning point, individual stops, and final destinations of each route or daily trip or daily runs; and
4. school or schools being served.

D. Financial Data. The DOE and BESE shall develop procedures and forms for LEAs to report transportation data and for receiving state funding for transportation. Cost and expenditure data for student transportation facilities, equipment, and staff must be maintained. LEAs will be required to provide any or all of the following information to the DOE:

1. an annual report of publicly and privately owned buses, including:
  - a. names of drivers;

- b. vehicle data;
- c. number of daily trips;
- d. number of students;
- e. number of daily miles; and
- f. costs;

2. reporting forms or formats for electronic transmission of data will be provided by the Department of Education;

3. frozen mileage reports that indicate the route mileage approved by the LEA authority at the time the school bus is placed into service. Use of the School Bus Purchase Form is required;

4. records of all school buses bought and sold to public school bus drivers and/or LEAs must be maintained by the LEA.

E. School Bus Maintenance Records. Accurate maintenance records must be kept for all school buses, including those of contract drivers.

F. Certification of Passenger Instruction. Documentation and verification of Passenger Instruction must be maintained by the LEA.

G. School Bus Student Behavior Report. All school bus drivers are required to report student behavior problems on the school bus. All LEAs must make the School Bus Behavior Report available to all school bus drivers. Drivers must use the official Student Behavior Report Form to report inappropriate student behavior while on the school bus.

H. School Bus Accident Information. Statistical data and reports on all bus-related accidents must be maintained by the local transportation supervisor.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:633 (April 1999), amended LR 36:1480 (July 2010), LR 37:2125 (July 2011).

### **§2903. Uniform School Bus Accident Reporting Procedures**

A. All school bus accidents, no matter how minor, shall be reported by the bus driver to the local supervisor of transportation, who shall ensure that all appropriate reporting procedures are followed. This reporting requirement applies to students who are injured while on board the bus, even if the bus is not in a collision or a near-collision. (Such accidents are called "on-board" accidents.) It applies whether or not bus passengers are injured or the bus is damaged as a result of the accident.

B. The Uniform School Bus Accident Report form shall be completed whether passengers are on board or not if the accident involves property damage, personal injury or fatality to:

- 1. occupants in the bus (driver, students, other passengers);

- 2. occupants of any other vehicle(s) involved in the accident; and

- 3. non-occupants of the school bus or other vehicle (e.g., student in the loading/unloading zone, pedestrian, bystander).

C. The school bus driver shall complete the form and submit it to the appropriate LEA authority for additional procedures. A written report of each accident must be maintained in the LEA. A written report of each accident shall be available upon request by the DOE or other reporting agencies.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:847 (May 1999), amended LR 36:1481 (July 2010), LR 37:2126 (July 2011).

## **Chapter 31. Glossary of Definitions**

### **§3101. Definitions**

*Accident*—any incident in which a school bus is involved that results in death, personal injury, and/or property damage, regardless of who was responsible. This applies whether the school bus was in motion, temporarily stopped, parked, being loaded, or unloaded and on public or private property.

*Accident Reporting Form*—form used to report the occurrence of any incident which involves death, personal injury and/or property damage regardless of who was responsible. This applies whether the school bus was in motion, temporarily stopped parked, being loaded, or unloaded and on public or private property. Use of the form promotes the compilation of accurate, uniform, and reliable information about school bus accidents so that problems and trends can be identified and effective safety programs can be developed.

*Activity Bus Driver*—a person meeting all licensing requirements and local, state and federal regulations to operate a vehicle used to transport students to and from school-related activities or on "as-needed" basis for the LEA.

*Alternately Flashing Signal Lamps*—a system of red and amber signal lamps mounted horizontally both front and rear, intended to identify a vehicle as a school bus and to inform other users of the highway that the bus is about to stop or is stopped to load or unload children.

*Attendant (Aide)*—a person assigned to assist one or more individual student(s) on a school bus or school vehicle.

*BESE*—Board of Elementary and Secondary Education.

*Body Fluids Cleanup Kit*—package of materials including, but not limited to, latex gloves, disposal bag, and absorbent material, used to clean up spills of potentially infected bodily fluids, under OSHA's Bloodborne Pathogens regulations and Universal Precautions practice.

*Cancellation*—a driver's license is annulled because of some error or defect or because the licensee is no longer

entitled to such license, but the cancellation of a license is without prejudice and application for a new license may be made at any time after such cancellation.

*CFR—Code of Federal Regulations.*

*Commercial Driver's License (CDL)*—the license required to operate a commercial motor vehicle.

*Commercial Motor Vehicle*—a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle meets one of the following requirements:

1. has a gross combination weight rating of twenty-six thousand one or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than ten thousand pounds;
2. has a gross vehicle weight rating of twenty-six thousand one or more pounds;
3. is designed to transport sixteen or more passengers, including the driver.

*Controlled-Access Highway*—every highway, street, or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street, or roadway.

*Convicted or Conviction*—includes the entry of a plea of guilty or nolo contendere to a felony offense.

*Criminal Record Check*—the investigation of a person's criminal history through submission of fingerprints to state and/or federal authorities; also known as background check.

*Crossing Control Arm*—a device attached to the front bumper of a school bus that is activated during loading and unloading and designed to force the students to walk far enough away from the front of the bus to be seen by the driver.

*Cross-Walk*—

1. part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in absence of curbs, from the edges of the traversable roadway;
2. any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

*Dealer*—any person who is engaged in the sale and distribution of new motor vehicles or motor vehicle equipment.

*DOE*—Department of Education.

*Divided Highway*—any highway divided into roadways by a median, physical barrier, or clearly indicated dividing section so constructed as to impede vehicular traffic.

*Driver*—every person who drives or is in actual physical control of a vehicle.

*Driver's License or License*—any license secured from the Department of Public Safety and Corrections, Office of Motor Vehicles, in accordance with this Chapter to operate a motor vehicle on the highways of this state.

*Emergency Evacuation Drill Verification Form (Form T-8)*—form used to verify that emergency drill procedures have been taught to passengers and emergency drills were conducted. The form must be completed at the beginning of each semester and submitted to the district transportation office.

*Employee Notification Form*—form used by a school bus driver to report his/her non-compliance with provisions of the Commercial Motor Vehicle Safety Act of 1986.

*Federal Motor Vehicle Safety Standards (FMVSS)*—49 CFR 571, the regulations to which manufacturers of motor vehicles and equipment items must conform and certify compliance. These federal safety standards are regulations written in terms of minimum safety performance requirements.

*Gross Weight*—the weight of a vehicle and/or combination of vehicles without load on all axles including the steering axle plus the weight of any load thereon.

*Highway*—the entire width between the boundary lines of every way or place of whatever nature publicly maintained and open to the use of the public for the purpose of vehicular travel, including bridges, causeways, tunnels and ferries; synonymous with the word "street".

*Intersection*—

1. the area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict;
2. where a highway includes two highways thirty feet or more apart, then every crossing of each highway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two highways thirty feet or more apart, then every crossing of two highways of such highways shall be regarded as a separate intersection;
3. the junction of an alley with a street or highway shall not constitute an intersection.

*Interstate Highway*—a fully controlled access highway which is a part of the National System of Interstate and Defense Highways.

*Laned Roadway or Highway*—a roadway or highway which is divided into two or more clearly marked lanes for vehicular traffic.

*Length*—the total longitudinal dimension of a single vehicle, a trailer, or a semi-trailer. Length of a trailer or semi-trailer is measured from the front of the cargo-carrying unit to its rear and includes load-holding devices thereon.

*Load*—a weight or quantity of anything resting upon something else regarded as its support.

*Loading Zone*—any area where students are boarding or leaving a school bus.

*Manufacturer*—any person engaged in the manufacturing or assembling of motor vehicles or items of motor vehicle equipment, including any person importing motor vehicle equipment for resale.

*Motor Carrier*—any person owning, controlling, managing, operating, or causing to be used or operated any commercial motor vehicle used in the transportation of persons or property over the public highways of this state.

*Motor Vehicle*—every vehicle which is self-propelled, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails, but excluding a motorized bicycle. *Motor vehicle* shall also include a "low-speed vehicle" which is a four-wheeled, electric-powered vehicle with a maximum speed of not less than twenty miles per hour but not more than twenty-five miles per hour and is equipped with the minimum motor vehicle equipment appropriate for vehicle safety as required in 49 CFR 571.500.

*Multiple-Lane Highway*—any highway with two or more clearly marked lanes for traffic in each direction.

*NHTSA (National Highway Traffic Safety Administration)*—the agency of the Executive branch of the United States Department of Transportation charged with writing and enforcing safety, theft resistance, and fuel economy standards for motor vehicles.

*Operator*—any person, other than a chauffeur, who drives or is in actual physical control of a motor vehicle upon a highway or who is exercising control over or steering a vehicle being towed by a motor vehicle.

*Owner*—a person who holds a legal title to a vehicle or in the event a vehicle is the subject of an agreement for the conditional sale, lease, or transfer of possession thereof with the right of purchase upon the performance of the conditions stated in the agreement, with the right of immediate possession in the vendee, lessee, or possessor.

*Park or Parking*—the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

*Parking Area*—an area used by the public as a means of access to and egress from, and for the free parking of motor vehicles by patrons of a shopping center, business, factory, hospital, institution, or similar building or location.

*Pedestrian*—any person afoot.

*Power Lift*—a mechanized platform designed to provide access to a vehicle for an occupied mobility aid/wheelchair; also known as a wheelchair lift.

*Private Road or Driveway*—every way or place in private ownership and used for vehicular travel by the owner and

those having express or implied permission from the owner, but not by other persons.

*Railroad*—a carrier of persons or property upon cars, other than streetcars, operated upon stationary rails.

*Railroad Crossing*—the intersection of a highway, street or roadway and railroad tracks.

*Railroad Sign or Signal*—any sign, signal, or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

*Residence District*—the territory contiguous to a highway not comprising a business district, when the frontage on such a highway for a distance of three hundred feet or more is mainly occupied by dwellings or by dwellings and buildings in use for business.

*Revocation*—the driver's license to drive a motor vehicle on the highways is terminated and shall not be renewed, except that an application for a new license may be presented and acted upon by the Department of Public Safety and Corrections, Office of Motor Vehicles, after the expiration of at least one year after revocation.

*Right of Way*—the privilege of the immediate use of the highway.

*Roadway*—that portion of a highway improved, designed, or ordinarily used for vehicular traffic, exclusive of the berm or shoulder. A divided highway has two or more roadways.

*Route*—the term shall apply to the combined total daily trips regularly assigned to the bus driver.

*Safe Riding Practices Classroom Instruction Form (Form T-7)*—form used to verify that all students in a school have received instruction on safe school bus riding practices.

*Safety Zone*—the area or space officially set apart within a highway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

*School Bus*—

1. Federal Definition. *School Bus*—passenger motor vehicle designed to carry a driver and more than 10 passengers, which the Secretary of Transportation decides is likely to be used significantly to transport preprimary, primary, and secondary students to or from school or an event related to school;

2. State Definition. *School Bus*—every motor vehicle that complies with the color, equipment, and identification requirements required by law and is used to transport children to and from school or in connection with school activities, but not including buses operated by common carriers in urban transportation of school children.

a. Type "A" school bus is a conversion or bus constructed utilizing a cutaway front-section vehicle with a left side driver's door. This definition includes two classifications: Type A-1, with a Gross Vehicle Weight Rating (GVWR) of 14,500 pounds or less; and Type A-2,



with a GVWR greater than 14,500 and less than or equal to 21,500 pounds.

b. Type “B” school bus is constructed utilizing a stripped chassis. The entrance door is behind the front wheels. This definition includes two classifications: Type B-1, with a GVWR of 10,000 pounds or less; and Type B-2, with a GVWR greater than 10,000 pounds.

c. Type “C” school bus is constructed utilizing a chassis with a hood and front fender assembly. The entrance door is behind the front wheels; also known as a conventional school bus. This type also includes cutaway truck chassis or truck chassis with cab with or without a left side door and a GVWR greater than 21,500 pounds.

d. Type “D” school bus is constructed utilizing a stripped chassis. The entrance door is ahead of the front wheels; also known as rear or front engine transit style school buses.

e. Specially equipped school bus is designed, equipped, or modified to accommodate students with special needs.

*School Bus Behavior Report Form*—form used to inform parents/guardians of behavioral incidents on the school bus and subsequent disciplinary action taken by school officials. The form requires signature of the principal and allows for comment from the student and/or parent/guardian

*School Bus Driver*—the employee or contracted individual hired to operate a school bus over designated routes within an established time schedule, to transport students to and from school or school-related activities, perform daily inspections of a school bus and equipment; to fulfill requirements set by the LEA.

*School Bus Operator Certification Program*—the school bus driver certification program developed by the DOE and mandated by state law for all school bus drivers to be eligible to transport students to and from school or school-related activities.

*School Bus Purchase Form (Form T-10)*—form to be completed by the seller of any new or used school bus to verify the vehicle meets all Federal Motor Vehicles Safety Standards (FMVSS) and requirements set forth by the Louisiana Board of Elementary and Secondary Education.

*Seat Belt*—the manual restraint system installed by the manufacturer as required by Federal Motor Vehicle Standard No. 208 which became effective January 1, 1968.

*Shoulder*—the portion of the highway contiguous with the roadway for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface.

*Sidewalk*—that portion of a highway between the curb lines, or the lateral lines of a highway, and the adjacent property lines, intended for the use of pedestrians.

*Specially Equipped School Bus*—any school bus designed, equipped, or modified to accommodate students with disabilities.

*Special Route*—a route established for students with disabilities who cannot be transported by school buses or within the regular established school bus routing system, and must be transported in non-school buses that meet appropriate federal, state and special equipment requirements.

*Stand or Standing*—the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

*State Maintained Highway*—any highway in this state which is contained in the state highway system as defined by law or which is maintained by the Department of Transportation and Development.

*Stop*—the complete cessation from movement.

*Street*—the entire width between the boundary lines of every way or place of whatever nature publicly maintained and open to the use of the public for the purpose of vehicular travel, including bridges, causeways, tunnels, and ferries; synonymous with the word "highway".

*Student and Family Verification Form*—form used to verify that parents/guardians have read and reviewed with their child the rules and regulations for students riding buses. The form requires signatures of parent/guardian and student. The completed form is made part of the student’s permanent record.

*Suspension*—the driver's license to drive a motor vehicle on the highways is temporarily withdrawn during the period of such suspension.

*Tenured School Bus Driver*—a full-time driver who has successfully completed the three-year probationary period prior to July 1, 2012.

*Through Highway*—every highway or portion thereof on which vehicular traffic is given preferential right of way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield the right of way to vehicles on such through highway in obedience to either a stop sign or a yield sign, when such signs are erected as provided in this Chapter.

*Traffic*—pedestrians, ridden or herded animals, vehicles, and other conveyances either singly or together while using any highway for purposes of travel.

*Traffic Control Device*—all signs, signals, markings, and devices, not inconsistent with this Chapter, placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic.

*Traffic Control Signal*—a type of highway traffic signal, manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

*Transportation Vehicle*—include LEA owned school buses, independently owned school buses, or other approved vehicles used for transporting passengers to and from school and school-related activities.

EDUCATION

*Trip*—that segment of a route in which passengers are picked up at the home bus stop and all passengers are discharged at the school destination, or visa versa.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, and R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 25:641 (April 1999), amended LR 36:1481 (July 2010), LR 37:2126 (July 2011), LR 39:81 (January 2013).

**§3103. Calculating the Age of the School Bus**

A. Calculating the age of the school bus is to be made by excluding the calendar year and counting the preceding year as the first year and proceeding to count backwards.

B. For example, in 2009, a 2009 model would be zero years old. A 2004 model year school bus would be five years old.

C. The following chart serves as a guide.

Model Year	Calendar Years							
	2009	2010	2011	2012	2013	2014	2015	2016
2016								◆
2015							◆	1
2014						◆	1	2
2013					◆	1	2	3
2012				◆	1	2	3	4
2011			◆	1	2	3	4	5
2010		◆	1	2	3	4	5	6
2009	◆	1	2	3	4	5	6	7
2008	1	2	3	4	5	6	7	8
2007	2	3	4	5	6	7	8	9
2006	3	4	5	6	7	8	9	10
2005	4	5	6	7	8	9	10	11
2004	5	6	7	8	9	10	11	12
2003	6	7	8	9	10	11	12	13
2002	7	8	9	10	11	12	13	14
2001	8	9	10	11	12	13	14	15
2000	9	10	11	12	13	14	15	16
1999	10	11	12	13	14	15	16	17
1998	11	12	13	14	15	16	17	18
1997	12	13	14	15	16	17	18	19
1996	13	14	15	16	17	18	19	20
1995	14	15	16	17	18	19	20	21
1994	15	16	17	18	19	20	21	22
1993	16	17	18	19	20	21	22	23
1992	17	18	19	20	21	22	23	24
1991	18	19	20	21	22	23	24	25
1990	19	20	21	22	23	24	25	26
1989	20	21	22	23	24	25	26	27
1988	21	22	23	24	25	26	27	28
1987	22	23	24	25	26	27	28	29

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:158, R.S. 17:160-161, R.S. 17:164-166.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 36:1484 (July 2010).

# **ATTACHMENT C**

**CODE OF ORDINANCES,  
CITY OF NEW ORLEANS  
SECTION 162-1800 – 162-1804**

DIVISION 1. - GENERALLY

Sec. 162-1800. - Certificate required.

- (a) No school bus shall be operated on the streets of the city unless the owner of such vehicle has first applied for and received a certificate of public necessity and convenience (CPNC) in the manner provided in this chapter.
- (b) It shall be unlawful for any person to transport or offer to transport passengers in any school bus which does not have affixed to the windshield thereof a valid for-hire vehicle inspection certificate issued along with a valid CPNC as set forth by the director of public works.
- (c) All certificates of public necessity and convenience shall remain as the property of the city.
- (d) Notwithstanding section 162-321, school bus CPNCs shall not be transferred, sold, or given from one holder to another including the sale of one company in its entirety to another.
- (e) Delinquency penalty. A CPNC expires on April 30 of each year and must be renewed within the month following expiration (May) for a fee of \$150.00. A CPNC renewal that is submitted in the month of June is subject to a delinquency penalty of \$150.00 in addition to the renewal fee of \$150.00. A CPNC renewal that is submitted in the month of July is subject to a delinquency penalty of \$150.00 in addition to the renewal fee and the June delinquency penalty. A CPNC shall not be renewed after July 31; however, the director of the department of public works (or his designee) at his discretion may make an exception for good cause shown by the CPNC holder. The request for an exception must be made in writing before August 1 and if granted is subject to a delinquency penalty of \$50.00 per month beginning in the month of August. This delinquency penalty shall be in addition to the fees and penalties outlined above.
- (f) Revocation of CPNC. A CPNC that is not renewed by July 31 is suspended. A CPNC shall be revoked if a renewal is not submitted in May, June, July or within the extended time period granted by the director or the designee.
- (g) Extension for acquiring a vehicle and fee. Compliance with the requirement that a CPNC holder must have a vehicle in service may be extended for a period of time by the director of the department of public works (or his designee) for good cause. The first extended time period is limited to a maximum of 90 days. Additional extensions may be granted but the aggregate of such extensions is limited to a maximum of one year. There is no fee for the first extension. Additional extensions are subject to a fee of \$50.00 per month. If a vehicle is not placed into service within the extended time period granted by the director or the designee, the CPNC shall be revoked.

(M.C.S., Ord. 27992, § 2, 2-7-19; M.C.S., Ord. No. 28624, § 2, 3-11-21)

Sec. 162-1801. - Special regulations for school buses.

In addition to the other applicable provisions of this chapter, all holders of a school bus certificate of public necessity and convenience and school bus operators shall comply with the applicable provisions of this article.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1802. - School bus liability insurance coverage.

All school buses operating in the city shall have current liability coverage for each vehicle.

- (a) The liability coverage for a school bus engaged exclusively in the transport of children to and from school and related activities shall be represented by a policy of liability insurance issued by an insurance company authorized to do business in the state, either as an admitted company or a surplus line company certified to do business in the state eligible under R.S. 22:431 et seq., and such policy shall provide for payment of a sum of not less than \$1,000,000.00 to satisfy all claims for damages by reason of death, personal injury, and property damage from any one accident by reason of the ownership, operation, maintenance, or use of such vehicle upon any street.
- (b) The liability coverage for a school bus that is additionally engaged in transport for hire to parties other than schools or traveling more than ten miles outside of the city shall be represented by a policy of liability insurance issued by an insurance company authorized to do business in the state, either as an admitted company or a surplus line company certified to do business in the state eligible under R.S. 22:431 et seq., and such policy shall provide for payment of a sum of not less than \$5,000,000.00 to satisfy all claims for damages by reason of death, personal injury, and property damage from any one accident by reason of the ownership, operation, maintenance, or use of such vehicle upon any street.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1803. - School bus parking and waiting areas.

School buses shall be prohibited from parking, waiting, or being stored in areas which are prohibited or restricted by Chapter 154 of this Code or the Comprehensive Zoning Ordinance. Vehicles found to be parked, stored, or otherwise not actively operating in any such area shall be subject to administrative action by the ground transportation bureau under the provisions of this chapter in addition to action by any other enforcement agency of the city.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Sec. 162-1804. - CPNC pre-requisite for contracting for service.

- (a) The owner, operator, or any other person in possession of a school bus as defined by this Chapter shall not contract with the owner, operator, institution, or entity responsible for the students who will be transported in said vehicle without the issuance of a CPNC and presence of a valid inspection certificate.
- (b) Owners, operators, institutions, and/or entities responsible for the students for whom transportation is being provided shall ensure potential vendors possess the requisite documentation from the City of New Orleans prior to allowing such vendor to transport children.

(M.C.S., Ord. 27992, § 2, 2-7-19)

Secs. 162-1805—162-1809. - Reserved.