

- City Clerk
- Contractor
- Legal
- Department t
- Auditor/CPO

**City of Marlborough**



**MARLBOROUGH PUBLIC SCHOOLS**



**SCHOOL TRANSPORTATION AGREEMENT**

This agreement is made effective this 1<sup>st</sup> day of July, 2020 by and between NRT Bus, Inc. d/b/a North Reading Transportation, with a principal business address of 230 Main Street, North Reading, MA 01864 (hereinafter, the "Contractor") and the City of Marlborough with a principal business address of 140 Main Street, Marlborough, MA 01752, (hereinafter, the "City") acting through and by its School Committee as represented by the Mayor acting for and in behalf of the City who signs these presents in his official capacity, and who incurs no liability in his individual capacity, (collectively the "Parties").

WHEREAS the Marlborough Public Schools, (the "MPS" or "District") requires the provision of certain transportation services for the students on the routes established by the District incorporated herein by reference and forming part of this Agreement; and

WHEREAS the Contractor has agreed to provide the said transportation services to the District by acceptance of a Notice of Award of Contract;

NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings herein contained, and for other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1. SCOPE OF SERVICES, DELIVERABLES:** Pursuant to an Invitation for Bids issued July 19, 2019, the City has awarded a contract specifying that the Contractor shall and will provide all services, supplies and equipment, unless otherwise specified, necessary for the furnishing of school transportation, provide extra-curricular transportation, and related services approved by the Marlborough School Committee, in accordance with and according to any and all documentation prepared by the City/District and the Contractor, including the Invitation for Bid, MPS Transportation Policy #4.500 and the Contractor's Bid all of which are incorporated herein by reference and made a part hereof, and appended to this Agreement. The parties agree that bus schedule changes are anticipated due to COVID-19 and/or contemplated service changes beginning in the 2020-2021 school year. In the event of increases or decreases in routes or schedules as directed by City "Schedule Readjustments"), the number of buses/staffing/equipment will be adjusted accordingly. In the event of Schedule Readjustments, the parties agree to enter into prompt, good faith negotiations in order to adjust rates commensurate to cover increases or decreases in cost structure associated with such changes, subject to mutual agreement. The parties agree to provide each other with reasonable documentation to determine impacted cost structures.

**Additional Services:** Additional services to include but not limited to additional monitor(s); additional bus run(s) as approved in writing by the District.

**Pandemic, Disaster Or Emergency Performance:** In the event of a serious emergency, pandemic or disaster outside the control of the City and the District, the City and the District may negotiate emergency performance from the Contractor to address the immediate needs of the City or the District even if not contemplated under this Agreement or procurement. Payments are subject to appropriation and other payment terms.

**ARTICLE 2. PAYMENT TERMS/SCHEDULE:** During the term of this Agreement, the District will pay the Contractor for Category 1 Part A – Regular Day, Private and Charter School Transportation Services in the estimated amount of \$2,091,240.00, Category 1 Part B – Extra-Curricular Transportation Services in the estimated amount of \$26,000.00, Category 2 - In-District SPED Services in the estimated amount of \$690,300.00 and Category 3 – Homeless Transportation Services in the estimated amount of \$252,000.00. for the estimated aggregate sum of **Three Million Fifty-Nine Thousand, Five Hundred Forty Dollars and no cents (\$3,059,540.00.00)** for Fiscal Year 2021 with year two through five of this Agreement and any renewal option term to be adjusted by the change in the Consumer Price Index per Contractor’s Bid Form incorporated herein by reference and attached hereto. Payments shall be made within thirty (30) days of the submittal of a correct invoice for services performed. Contractor will provide itemized invoice for services rendered each month with the first invoice to be submitted no sooner than twenty (20) days after the first day of school each year. Any adjustment to each monthly invoice shall be noted as either a reduction or as an additional service. All invoice payments are subject to the approval by the School Committee. Therefore, payments will be processed depending on the Committee’s meeting schedule. The City further agrees it will adhere to the payment schedule as specified in the aforesaid schedule, providing the Contractor submits proper documentation for payment accordance with G.L. c. 41, §56.

**ARTICLE 3. TERM OF CONTRACT:** It is agreed the duration of this Agreement shall be for five (5) year term beginning **July 1, 2020 through June 30, 2025.** There are no renewal option terms provided under this Agreement. It is understood and agreed that any contractual obligation of the City in years subsequent to the fiscal year in which this Contract is executed, is contingent upon and subject to the availability of appropriated funds.

**ARTICLE 4. PERFORMANCE BOND:** Contractor shall provide a **One Hundred (100%) percent performance bond for the total annual transportation contract,** issued by a surety company licensed by the Commonwealth of Massachusetts’s Division of Insurance. Performance Bond to be forwarded to: City of Marlborough, c/o Marlborough Public Schools, Attn: Director of Finance & Operation, 17 Washington Street, Marlborough, MA 01752.

**ARTICLE 5. PREVAILING WAGES:** Pursuant to G.L. c. 71, §7A, Department of Labor Standards (DLS) has determined that no operative collective bargaining agreements exists within the City of Marlborough for which a prevailing wage rate can be set by DLS. A copy of this Notice is incorporated herein by reference and appended hereto as **Appendix “H”.**

**ARTICLE 6. NOTICES:** It is agreed that the responsible parties to receive any notices under this Agreement are **John McCarthy, President** for the Contractor at **jmccarthy@nrtbus.com** or the address given above, and **Douglas Dias, Director of Finance & Operation** for the Marlborough Public Schools at **ddias@mps-edu.org,** District Education Center, 17 Washington Street, Marlborough, MA 01752. All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally or by sending a copy thereof by U.S. Mail, postage prepaid to the address stated above, or by e-mail transmission (followed by the mailed original) to the e-mail address provided above.



**ARTICLE 7. LICENSES AND SIMILAR AUTHORIZATIONS:** Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

**ARTICLE 8. CONTRACTUAL RELATIONSHIP:** The Contractor shall provide services described in the contract documents, which shall be as detailed in the specifications contained in the Invitation for Bids which are incorporated herein and made a part hereto, including all addenda issued prior to execution of this Agreement. While so performing the services under this Agreement, Contractor and the City agree, understand and recognize that pursuant to §148B of chapter 149 of the General Laws, Contractor is: (1) free from control and direction in connection with the performance of the service, both under this Agreement and in fact; (2) the service is performed outside the usual course of the business of the City; and, (3) the Contractor is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the services. This Agreement is non-exclusive, and the Contractor shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

**ARTICLE 9. TAX COMPLIANCE:** Contractor has provided certification of tax compliance in accordance with G.L. c.62C, §49A.

**ARTICLE 10. UNEMPLOYMENT CONTRIBUTION:** Contractor has provided certification of unemployment contribution or payments in lieu of contributions in accordance with G.L. c.151A, § 19A.

**ARTICLE 11. NON-DEBARMENT:** The Contractor, pursuant to an award of contract and prior to execution of this Agreement, has certified under penalty of perjury that the Contractor is not presently debarred from entering into a public contract in the Commonwealth under the provision of M.G.L. c. 29, §29F, c.152 as amended, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

**ARTICLE 12. INDEMNIFICATION:** Contractor shall, to the maximum extent permitted by law, indemnify and hold harmless the City of Marlborough, its officers, agents and employees from and against any and all damages, actions, suits, proceedings, claims, liabilities, demands, losses, costs and expenses (including reasonable attorneys' fees) for any personal injury or property damage, patent or copyright infringement or other damages that the City may sustain which arise out of or in connection with the Contractor's performance under this Contract or to be performed by the Contractor, its agents, officers, employees, sub-consultants, or sub-contractors, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Contractor further agrees to reimburse the City of Marlborough for damage to its property caused by the Contractor, its agents, officers, employees, sub-consultants, or subcontractors, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless damage is caused by the City of Marlborough's gross negligence or willful misconduct.

The Contractor shall at no time be considered an agent or representative of the City. After prompt notification of a claim by the City, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

**ARTICLE 13. INSURANCE:** Contractor to provide to the MPS a Certificate of Insurance during the term of this Agreement evidencing coverage in the following limits:

(a) **GENERAL LIABILITY:** Broad form Commercial General Liability coverage naming the City of Marlborough/Marlborough Public Schools as an additional insured and written on a “per occurrence” basis in an amount of at least \$5,000,000., with an aggregate cap in an amount no less than \$10,000,000. Coverage to include: Premises and Operations; Contractual Liability; Broad form Property Damage; Personal Injury; Broad form Liability endorsement; and Sexual Abuse/Molestation Coverage. Any exclusion must be clearly identified on the certificate of insurance.

(b) **AUTOMOBILE LIABILITY:** Automobile Liability coverage, including owned, hired or borrowed autos naming the City of Marlborough/Marlborough Public Schools as an additional insured in an amount not less than \$10,000,000 Combined Single Limit (C.S.L.). “Automobile” in this paragraph shall include any vehicle or equipment used in the performance of services that is not covered by the General Liability coverage above. Coverage to include: Equipment breakdown; crime; Garage keepers’ legal liability and excess liability.

(c) **EXCESS/UMBRELLA LIABILITY:** Excess/Umbrella Liability coverage following form of the underlying General and Automobile Liability coverage in an amount not less than \$10,000,000/occurrence/\$20,000,000/aggregate. This insurance may be used to satisfy underlying limits in (a) and (b) above.

(d) **WORKERS’ COMPENSATION & EMPLOYER LIABILITY:** Workers’ Compensation coverage as required by law (per Massachusetts Law) and Employer’s Liability coverage: Coverage A at statutory limits and Coverage B at limits of \$1,000,000 per occurrence.

Certificate of Insurance shall include both the **City of Marlborough and the Marlborough Public Schools as additional named insureds.** Insurance Certificate to be forwarded addressed to the Certificate Holder as follows: **City of Marlborough, c/o Marlborough Public Schools, Attn: Director of Finance & Operation, 17 Washington Street, Marlborough, MA 01752 with a copy forwarded to Chief Procurement Officer, 140 Main Street, Marlborough, MA 01752.**

Notice of such insurance must be presented to the District thirty (30) days before each new Contract year begins and prior to any policy term expiration.

**ARTICLE 14. NON-DISCRIMINATION:** In accordance with the provisions of applicable statutes, laws, rules, regulations, and ordinances, Contractor will not discriminate on the basis of race, color, religious creed, gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, military or veteran’s status, in employment or the provision of services.

**ARTICLE 15. CONFLICT OF INTEREST PROHIBITED:** Contractor covenants that it has taken no action in connection with the award of the contract which would be a violation of the provisions of M.G.L. Chapter 268A, the Conflict of Interest statute and that to the extent that such law is applicable to the services it is to perform hereunder, it will comply with the provisions of said statute. Contractor agrees that any activity that would constitute a violation of c. 268A shall be a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by the City with notice after the fact to Contractor and shall be entitled to return of all monies paid hereunder without regard to any enforcement activities undertaken or completed by any enforcement agency.

**ARTICLE 16. AMENDMENTS OR CHANGES:** Any amendments or changes to this Agreement must be in writing, in compliance with G.L. c.30B, and signed by officials with authority to bind the Contractor and the City.

**ARTICLE 17. ASSIGNMENT PROHIBITED:** Contractor agrees that it will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Mayor and Chief Procurement Officer or School Committee. Notwithstanding the provisions of G.L. c.30B, any procurement officer except the Chief Procurement Officer shall not validate the provisions of this section. If the Contractor is a corporation or trust, and there is a transfer of 50% or more of the beneficial interest or stock of the Contractor during the term of the Contract it shall be treated as an assignment. In either case the City may terminate the Contract by giving a written notice.

**ARTICLE 18. TERMINATION OF CONTRACT:** Either party may terminate this Agreement at any time giving sixty (60) days' written notice to the other party of its intention to terminate as of the date specified in the notice; provided however, that it is further agreed by the Contractor that any material breach by the Contractor of the provisions of this Agreement and its incorporated attachments shall be sufficient cause for the City to terminate this Agreement five (5) days after the date of a written notice to the Contractor.

**ARTICLE 19. BREACH OR OTHER DEFAULT:** Contractor agrees that abandonment or delay of services shall be a material breach of this Agreement. In additions, Contractor agrees that it shall be a material breach of this Agreement if there is an interruption in service on any scheduled school day for which the Contractor did not provide notice to the District by 6:15 A.M. that day. The City may, by whatever legal remedies are available to it, complete or cause to be complete, the work or delivery of products or provision of services and the Contractor shall bear full responsibility of the entire cost of completing the terms of the Agreement and agrees to pay to the City any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the City by reason of any of the foregoing causes. Any costs incurred by the City will first be deducted from any payments due and payable to the Contractor, who shall also be responsible for any costs in excess of the lowest price accepted by the City.

**ARTICLE 20. FORCE MAJEURE; REMEDIES:** Neither party shall be responsible to the other for delays in performance resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; pandemic, epidemic, quarantine or government restriction or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure". In the event of a Force Majeure which interferes with the operation of the City's furnishing of regular day, private and charter school transportation and related services for the MPS, upon written notice by either party, the Contractor will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to the Contractor and the City/District. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

**ARTICLE 21. PUBLIC RECORDS LAW/CONFIDENTIALITY:** Contractor acknowledges that the City is subject to public record laws, including without limitations, M.G.L. c.4 § 7, cl. 26 and c. 66 § 10. Contractor acknowledges that in the course of providing services to the District and its students, only Contractor and its employees or representatives will be given or have access to certain directory, routing, and confidential student information ("Confidential Information") which may typically be protected from disclosure with or without prior consent by various laws. Contractor must ensure that all drivers and other personnel are familiar with the confidentiality requirements.

**ARTICLE 22. BANKRUPTCY:** In the event the Contractor files for bankruptcy protection during the contract term, this Agreement may be deemed null and void, and terminated without further order.

**ARTICLE 23. GOVERNING LAW:** The laws of the Commonwealth of Massachusetts shall govern all rights

and duties under this Agreement, including without limitation the validity of this Agreement and the Uniform Procurement Act, Chapter 30B. If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Contractor or the City, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction or by the City, this Agreement shall become null and void. The parties agree that this Agreement is subject to all applicable laws and regulations, including without limitation, municipal finance laws, as they now exist or as they may be amended or promulgated during the life of this contract. The City does not assume any responsibility for any change in state or federal laws which may occur during the duration of this contract. If either Party becomes aware of any change of law which may impact the provision of services, payment, legality, or terms of this Agreement, such Party shall provide reasonable notice to the other Party including the law and known or anticipated impacts, and the Parties shall discuss in good faith how to best proceed, including but not limited to, negotiating or amending this Agreement. Any actions arising out of this Agreement shall be brought and maintained in a State or Federal Court in Massachusetts which shall have exclusive jurisdiction thereof. The City may agree to voluntary mediation or arbitration of any contract dispute and will share the costs of such mediation or arbitration. No legal or equitable rights of the parties shall be limited by this paragraph. The parties agree to comply with all provisions of law applicable to this Agreement and the services to be performed hereunder and with all applicable rules, regulations, orders and directives of all governmental bodies having jurisdiction.

**ARTICLE 24. SEVERABILITY:** And it is further agreed by the Contractor and the City that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect.

**ARTICLE 25. HEADINGS:** All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

**ARTICLE 26. VALIDATION:** This Agreement will not be valid until signed by the Mayor.

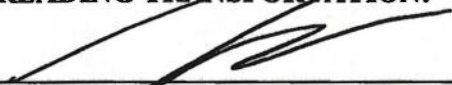
**ARTICLE 27. ENTIRE AGREEMENT CLAUSE:** City and Contractor agree that this Agreement and its attachments constitute the entire agreement between the City and Contractor, and no other binding agreements exist other than those incorporated herein.

[INTENTIONALLY LEFT BLANK]



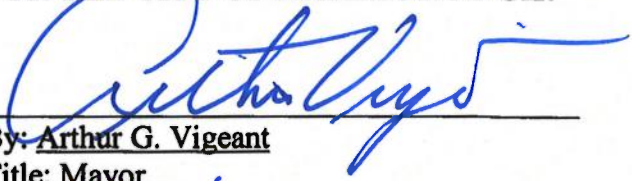
IN WITNESS WHEREOF, the said Contractor, and the said City hereto set our hands and seals as of the date written below.

**FOR NRT BUS, INC. D/B/A NORTH READING TRANSPORTATION:**


  
By: John McCarthy  
Title: President  
Date: 6/30/20

[This name for the contractor should match the name on the Certificate of Vote form, if corporation.]


**FOR THE CITY OF MARLBOROUGH:**

  
By: Arthur G. Vigeant  
Title: Mayor  
Date: 7/14/2020

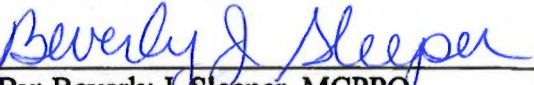
**DEPARTMENT HEAD:**

  
By: Michael Bergeron  
Title: Superintendent

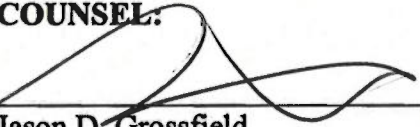
**CERTIFICATION AS TO SUFFICIENCY OF FUNDS:**

  
By: Diane Smith  
Title: City Auditor  
Purchase Req./P.O.#: 20210144

**CERTIFICATION AS TO PROCUREMENT LAW:**

  
By: Beverly J. Sleeper, MCPPO  
Title: Chief Procurement Officer  
Procurement Law: c.30B

**APPROVED AS TO FORM BY LEGAL COUNSEL:**

  
By: Jason D. Grossfield  
Title: City Solicitor

By: Jason M. Piques  
Title: Assistant City Solicitor

## **CONTRACT ATTACHMENTS:**

**Notice of Award of Contract**  
**Performance Bond**  
**Certificate of Insurance**

## **CONTRACT APPENDICIES:**

**Bid Forms – Appendix “A”**  
Category 1 – Regular Day, Private School, Charter School &  
Extra Curricular School  
Category 2 – In-District SPED  
Category 3 – Homeless

**Certificate of Vote – Appendix “B”**

**Required Certifications – Appendix “C”**

**Invitation for Bid Documents – Appendix “D”**

**List of NRT Vehicles Form – Appendix “E”**

**Approved School Calendar – Appendix “F”**

**School Transportation Policy – Appendix “G”**

**DLS Letter Regarding Prevailing Wages – Appendix “H”**



**MARLBOROUGH PUBLIC SCHOOLS**

**APPENDIX "E"**

**LIST OF VEHICLES TO BE USED IN THIS CONTRACT**

**SCHOOL TRANSPORTATION**

**INSERT NRT'S LIST OF VEHICLES**

# APPENDIX "F"

## APPROVED SCHOOL CALENDAR FOR 2019-2020

Approved by School Committee  
March 12, 2019



### 2019-2020 SCHOOL CALENDAR

**JULY**

| S  | M   | T   | W   | Th  | F   | Sa |
|----|-----|-----|-----|-----|-----|----|
|    | 1   | 2   | 3   | 4   | 5   | 6  |
| 7  | 8   | 9   | 10  | 11  | 12  | 13 |
| 14 | 15* | 16* | 17* | 18* | 19* | 20 |
| 21 | 22* | 23* | 24* | 25* | 26* | 27 |
| 28 | 29  | 30  | 31  |     |     |    |

**AUGUST**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

2 days

**SEPTEMBER**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |    |    |    |    |    |

20 days/22 days

**OCTOBER**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

22 days/44 days

**NOVEMBER**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

16 days/60 days

**DECEMBER**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

15 days/75 days

**Calendar Key NO SCHOOL**

- Professional Development Day-NO SCHOOL
- Early Release Day - Prof Dev for staff
- \*100<sup>th</sup> Day-Early Release (if no weather cancellations)
- \*Make-up Days (weather related)

- July 1-Aug 1 Summer School-All Offices Open
- July 15-26\* Camp Invention\* (3<sup>rd</sup>-5<sup>th</sup> grade)
- August 26 Staff Building Based Day
- August 27 Open Door Day & 5<sup>th</sup> & 9<sup>th</sup> Orientation
- August 27 District Orientation Day for all Staff
- August 27 School Committee Meeting
- August 28 First Day for Grades 1-12
- August 28 & 29 Kindergarten Screening
- August 30 No School-Office Open
- September 2 Labor Day-No School
- September 3 Early Childhood Center Orientation
- September 4 Kindergarten Orientation
- September 5 First Day for PreK & K
- September 10 School Committee Meeting
- September 24 School Committee Meeting
- October 3 Early Release Day - Prof Dev for staff
- October 14 Columbus Day- No School
- October 15 School Committee Meeting
- October 29 School Committee Meeting
- November 5 Professional Development Day-Staff Only
- November 11 Veteran's Day
- November 12 School Committee Meeting
- November 26 School Committee Meeting
- November 27-29 Thanksgiving Recess
- December 10 School Committee Meeting
- December 23-31 Holiday Recess
- January 1 New Year's Day -No School
- January 2 School Resumes
- January 14 School Committee Meeting
- January 20 Martin Luther King, Jr. Day-No School
- January 21 Professional Development Day-Staff Only
- January 28 School Committee Meeting
- January 30 ECC Screening Day-No Preschool Classes
- February 11 School Committee Meeting
- February 17 President's Day-No School
- February 18-21 Winter Recess
- February 25 School Committee Meeting
- March 5 Early Release Day - Prof Dev for staff
- March 10 School Committee Meeting
- March 24 School Committee Meeting
- April 14 School Committee Meeting
- April 20 Patriots Day-No School
- April 21-24 Spring Recess
- April 28 School Committee Meeting
- May 12 School Committee Meeting
- May 25 Memorial Day-No School
- May 26 School Committee Meeting
- June 7 MHS Graduation
- June 9 School Committee Meeting
- June 11 ECC Open House-No Preschool Classes
- June 15 \*180<sup>th</sup> day of School
- June 23 School Committee Meeting

**JANUARY**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

26 days/85 days

**FEBRUARY**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

15 days/110 days

**MARCH**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

22 day/132 days

**APRIL**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 |    |    |

17 days/149 days

**MAY**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 |    |    |    |    |    |    |

20 days/169 days

**JUNE**

| S  | M  | T  | W  | Th | F  | Sa |
|----|----|----|----|----|----|----|
|    | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 |    |    |    |    |

11 days/180 days

**SCHOOL COMMITTEE MEETINGS**  
17 Washington Street - 7:30 PM  
Comcast 98 - Verizon 34

## APPENDIX "G"

### SCHOOL TRANSPORTATION POLICY



**POLICY 4.500  
TRANSPORTATION**

(Support Services)

#### TRANSPORTATION

1. The purpose of this policy is to define for the School Committee, administration, pupils, and parents uniform guidelines for transporting pupils to and from school.
  - A. Areas of responsibility
    1. School Committee shall be responsible for establishing the Transportation policy.
    2. Superintendent shall be responsible for carrying out the transportation policy.
    3. The Assistant Superintendent shall be responsible for the day-to-day administration of transportation of pupils, including bus routing, problem resolution and communication with the bus contractor.
    4. Principals shall be responsible for overseeing bus loading and unloading, management of disciplinary infractions and instruction in conduct and evacuation procedures.
    5. Teachers on bus duty shall be responsible for monitoring, loading, and unloading of pupils to insure safety and order.
    6. Bus contractor(s) shall be responsible for abiding by the Contract, the Specifications, and the Transportation policy.
    7. Bus drivers shall be responsible for the safe transportation of pupils to and from school.
    8. Parents shall be responsible for understanding Rules for Bus Conduct contained in the Student Handbooks and making certain that their children follow these rules.
  - B. Problem resolution and communication
    1. Problem resolution
      - a. Problems dealing with transportation should be reported directly to the building principal, who, if unable to resolve the issue, shall refer the matter to the Assistant Superintendent.
      - b. If the problem resolution is unsatisfactory, then it may be brought before the Superintendent of Schools, his/her designee, or the School Committee.





2. **Routine communication**
  - a. **The following information shall be sent to all parents at the beginning of each school year:**
    1. **Rules for Bus Conduct (see Student Handbook)**
    2. **Explanation of Disciplinary procedure (see Student Handbook)**
    3. **Notification that the Transportation policy is available at each Principal's office and School Administration Building.**
  
3. **Special communication**
  - a. **Parents shall be notified as soon as possible if there is any change in a pupil's transportation.**
  - b. **If sidewalks along major arteries are judged to be hazardous by the Superintendent of Schools or his/her designee, emergency busing of walkers may be instituted.**
  - c. **Eligibility for student transportation:**
    1. **All K-3 students will be bused.**
    2. **All students, grades 4-12, will be bused within areas designated by the School Committee.**
    3. **Bus routes will be subject to annual review by the School Committee.**



**4. Identification of riders**

- a. No bus shall carry other than authorized student passengers or faculty members, and no non-school personnel other than drivers and members of the Contractor's staff and family may ride on vehicles without express permission of the Superintendent of Schools or his designee while vehicles are in performance of their contract.**
- b. Lists of riders shall be used to identify authorized student passengers. These lists shall be posted in the buses and shall be updated throughout the school year. Change in transportation shall be handled as follows:**
  - 1. Permission for change shall be granted only by the Principal or the Administration.**
  - 2. No change shall be allowed if it would result in a greater number of riders than the maximum as defined in School Committee policy, except in the case of individual emergency.**
- c. The above regulations are part of the Rules for Bus Conduct. Violation shall be treated as any other violation of school rules.**

**5. Bus routes**

- a. It shall be the policy to program routes and buses to carry only up to the seated capacity for elementary schools and to allow no more than ten percent (10%) over the maximum allowable seated capacity for secondary schools.**
- b. Bus routes shall be re-examined each year and shall be revised as required to provide safe and efficient transportation.**

**6. Bus stops**

- a. Bus stops will be established by the School Department at locations which will be determined on the basis of safety before convenience. Students will neither be required to walk to a bus stop along major arteries which do not have sidewalks nor to cross a major artery without a crossing guard. Whenever possible, the School Department will establish neighborhood bus stops as close to the individual homes as possible.**



**7. Order and safety on buses**

- a. Pupils shall be instructed by Principals on proper conduct on buses each year including:
  - 1. Conduct at the bus stops.
  - 2. Conduct on the bus.
  - 3. Conduct getting on and off the bus.
- b. This instruction is based on the Rules for Bus Conduct communicated to parents in writing each year.
- c. Bus evacuation procedures will be conducted each year.
- d. Special introductory procedures to bus transportation shall be given to kindergarten pupils each year.
- e. While the bus is in motion, the driver shall see that the pupils remain seated.

**8. Accidents**

- a. All accidents, however minor, involving school buses or other vehicles engaged in work under contract, shall be reported to the Office of the Principal and Superintendent of Schools by telephone immediately following said accident and in writing within twenty four (24) hours of the accident. Such written report will state all the pertinent information concerning the accident, including a list of all injured and shall be accompanied by a copy of the accident report rendered to the Police Department and a copy of the accident report rendered to the insurance company.
- b. Parents of all riders of said vehicle will be notified by the Principal's office.
- c. In the event of any injury during transportation to and from schools, parents will be notified immediately by the Administration.





**9. Discipline**

- a. The bus driver should be considered as the bus disciplinarian and, in the event of discipline problems on a bus, shall report the violation to the Principal immediately following the bus trip that day. The bus driver shall communicate the violation in writing, using the Bus Behavior Report form.
- b. The bus driver will use the Rules for Bus Conduct for the purpose of setting standards of discipline.
- c. A violation of the Rules for Bus Conduct will be recorded on the Bus Behavior Report form. The form will be signed by the bus driver, Principal, and parents, and returned to the Principal.

**10. Vehicles to be used**

- a. All vehicles used in the performance of the transportation contract with the School Committee shall be inspected and approved by the Registry of Motor Vehicles. Each bus shall meet all state standards. In addition, the Marlborough School System will conduct a twice-a-year inspection of all vehicles. The age and mileage of each bus shall be determined by contract specification.

**11. Transportation specifications**

- a. Said specifications and Transportation policy shall be included as part of the contract documents.

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Legal Reference: Ch. 71, Section 7A

Approved: Prior to 1/1/90

cf. (EEA)

Revised: 4/24/01  
Revised: 6/11/02



**RESPONSIBILITIES OF BUS DRIVERS**

1. The role of the school bus driver is an exceedingly important one. Each driver must operate the bus safely, efficiently, and economically, as well as competently supervise the students under his/her care. A good driver can teach many of the qualities of good citizenship by requiring students who ride the bus to adhere to the standards of conduct that have been established for all students using the buses. By consistently providing good leadership, a driver can win respect and cooperation of students, parents, and teachers.

**A. General duties**

1. The safety and well-being of students riding school buses rests heavily on the school bus driver in the operation of the school bus.
2. The school bus driver must check his vehicle prior to the beginning of each run to insure that the bus is in safe operating condition.
3. The drivers must be sure that aisles in the bus are clear of objects that might cause an accident, and that tools, equipment, and the like are properly secured so that, in the event of an accident, the passengers on board are not subject to flying objects.
4. The driver must cooperate with all agencies to ensure safe, comfortable, and economical student transportation.
5. The driver is expected to comply with all motor vehicle laws of the Commonwealth of Massachusetts, and regulations established by the Registry of Motor Vehicles, Board of Education and the Marlborough Public Schools.
6. The driver must take proper precautions, in the event of an accident involving the vehicle, to protect both lives and property.
7. In the event of an accident involving a school bus, the driver is responsible for reporting the accident to the nearest law enforcement agency, and for having an officer arrive on the scene as soon as possible. This often expedites the fixing of responsibility and setting of damage claims. Students should never be left unattended.
8. The driver must give full instruction to all students on his/her bus concerning the proper procedure in crossing the road after alighting from the bus.
9. The driver is responsible for supervising students from the time the students enter the bus until they alight at their regular stops.



10. When stopping the bus on the road, the driver, after ascertaining that way is clear, should signal pupils across the road in front of the bus. The driver should not start the bus until the students are out of danger.

**B. Specific duties and responsibilities**

1. Drivers must not remove any child from a bus as a disciplinary measure.
2. Drivers must not touch a child except to assist him/her or to render first aid.
3. Bus drivers may take any of the following actions in case of misconduct:
  - a. Stop the bus and remain standing until order is restored.
  - b. Report each incident to the principal.
  - c. Request that the principal board the bus and talk to the students or talk to the individual students during the school day.
  - d. Require individual passengers to sit in assigned seats or assign seats to all students on the bus.
4. Extreme discipline procedures are as follows:
  - a. Stop the bus at the edge of the road.
  - b. Turn off the ignition.
  - c. Set the emergency brake.
  - d. Separate the fighters (if applicable).
  - e. As a last resort, have police come to the scene.
  - f. Call the principal as soon as possible.
5. Suspension of a student from riding the bus may be administered by the school principal, but no student may be forbidden to ride the bus by the driver.
6. School principals will administer punishment when rule infractions are reported and investigated. Reports must be prompt and punishment administered as soon as possible.





- C. Good student control is mainly the responsibility of the bus driver. The driver should consider the following points:**
- 1. Drivers must not remove any child from a bus as a disciplinary measure.**
  - 2. The driver can expect a variety of discipline problems which will tax his ingenuity.**
  - 3. The changing of attitudes requires time.**
  - 4. Development of socially acceptable attitudes is a process that continues through life.**
  - 5. The driver should have an understanding of the problems and aspirations of students.**
    - a. Most students want to be older than they are, to be free of adult controls and do things that adults do.**
    - b. Most students want adults to recognize their good traits and/or abilities.**
    - c. Students dislike being singled out for disciplining in front of a whole group.**
    - d. Some students will create problems to get attention. This may be the result of their not receiving sufficient attention at home or at school.**
    - e. Problems may result from low grades, influences at home, or poor health.**
    - f. Students who normally comply with regulations may become problems if the driver is too lax, indifferent, or unreasonable in his/her demands.**
  - 6. The driver should try to analyze his own attitudes and should not permit his personal problems to be reflected in his actions or judgments while dealing with students.**
  - 7. The driver should strive to make the student's time on the bus most pleasant. A smile or friendly greeting can do much to promote a pleasant atmosphere on the bus. In addition the driver should:**
    - a. Be reasonable with violators**
    - b. Be firm with students when necessary**
    - c. Encourage students to be courteous to others.**
- D. Boarding the bus**
- 1. Students must be at the bus stop prior to the arrival of the bus.**



2. **As the bus approaches, students line up a reasonable distance off of the roadway and are not to approach the bus until it has stopped and the driver has opened the door. Students must not push.**
3. **Enter quickly and be seated at once.**
4. **Listen carefully and follow any directions given by the driver.**

**E. Riding the bus**

1. **Consuming food or beverages on school buses is not permitted.**
2. **Smoking on buses is forbidden.**
3. **Avoid extending arms or other parts of the body out the window.**
4. **Do not change seats while bus is in motion.**
5. **Avoid shouting or other excessive noise that may distract the driver and lead to an accident.**
6. **Keep the bus clean and sanitary.**
7. **Be courteous to others.**
8. **Listen carefully and obey directions given by the driver.**
9. **Nothing may be thrown within the bus or out the windows.**
10. **Students must remain on the bus until their bus stop or school is reached.**
11. **No person will be allowed to interfere with the vision or attention of the driver, or with the operation of the bus.**
12. **Fighting, teasing, pushing, verbal abuse, or damaging property are forbidden.**

**F. Leaving the bus**

1. **Do not leave your seat until the bus has come to a complete stop and the driver has opened the door.**



**G. Bus behavior report**

1. Driver procedure: The driver shall be in full charge of the bus at all times, and shall be responsible for order; he shall never exclude a pupil from the bus, but, if unable to manage any pupil, shall report the unmanageable pupil to the principal of the school which he/she attends.

This is notice that the conduct of \_\_\_\_\_  
has been unsatisfactory because of: (circle appropriate number(s))

- |  |  |
|--|--|
| 1. Changing seats while bus is in motion                                   | 7. Refusal to obey driver's instructions   |
| 2. Boisterous conduct on bus. Whistling or calling to people from the bus. | 8. Unnecessarily loud singing conversation or other loud noises.                       |
| 3. Use of profanity, abusive or obscene language                           | 9. Refusal to keep all parts of the body inside the bus and to keep feet on the floor. |
| 4. Being physically abusive to other students on the bus.                  | 10. Refusal to keep the aisles clean   |
| 5. Refusal to remain seated.   | 11. Smoking  |
| 6. Eating on the bus.  | 12. Other  |

No student may leave the bus at any stop other than his own unless he has a signed statement from the principal requesting such a stop.

Action taken on above report: \_\_\_\_\_

Principal's signature: \_\_\_\_\_

This notice must be returned to the Principal, signed by the parent or guardian.

I have read the above notice.

School Bus driver: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_

Legal Reference:

Approved: Prior to 1/1/90

cf.

**APPENDIX "H"**

**DLS Letter Regarding Prevailing Wage**

**Douglas Dias**

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**From:** MA Prevailing Wage <prevailingwages@state.ma.us>  
**Sent:** Wednesday, July 3, 2019 3:51 PM  
**To:** Douglas Dias  
**Subject:** Prevailing wage schedule for Wage Request number :20190703-043

This Official Notice is sent in response to your request of the Department of Labor Standards (DLS) to determine the rate of pay for school bus drivers to be included in the upcoming contract for school bus transportation.

Under G.L. c. 71, §7A, DLS is required to set the rate for school bus drivers based on the wages established in any operative collective bargaining agreements within the municipality. It has been determined that no operative collective bargaining agreements exist within the towns for the contract referenced above. Therefore, in this case, no rate can be set by DLS.

A copy of this Notice should be made available to all prospective bidders to affirm that no rate of pay can be prescribed pursuant to G.L. c. 71, §7A.

**THIS IS A SYSTEM-GENERATED EMAIL. PLEASE DO NOT REPLY TO THIS EMAIL. TO CONTACT DLS REGARDING PREVAILING WAGE MATTERS CALL DLS AT 617.626.6953**

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**APPROVAL/DENIAL COMMENTS**