

**Lamorinda School Bus Transportation Agency**  
**Regular Meeting AGENDA**  
**DATE: October 8, 2019 TIME: 9:30 a.m.**  
City of Lafayette, 3675 Mt. Diablo Blvd., Lafayette CA  
Conference Room 240 (Second Floor)

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- 1) CALL TO ORDER
- 2) ADOPTION OF AGENDA
- 3) PUBLIC COMMENT – items not on the agenda
- 4) ADOPTION OF MINUTES – September 10, 2019
- 5) OLD BUSINESS
  - a. Amendment Number Four to Transportation Contract between LSBTA and First Student  
Recommendation: Review Addendum Four from First Student; direct staff.
- 6) NEW BUSINESS
  - a) Update on Enrollment and Ridership for fall 2019
  - b) Update on incidents on Route 22, Drivers, Operations and Labor Negotiation Outcome – First Student
- 7) LATE BUS REPORTS
- 8) CHAIR AND BOARD MEMBERS' REPORTS
- 9) WRITTEN COMMUNICATIONS NONE
- 10) NEXT MEETING DATE - TBD
- 11) ADJOURNMENT

I, Whitney Simon, declare under penalty of perjury, that this agenda has been posted at least 72 hours in advance in the following locations: City of Lafayette Offices, 3675 Mt. Diablo Blvd., in the glass case downstairs, Lafayette, CA.

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Whitney Simon, Program Manager

\*Any writings or documents pertaining to an open session item provided to a majority of the LSBTA less than 72 hours prior to the meeting shall be made available for public inspection at the Lamorinda School Bus Program office at 3675 Mt. Diablo Blvd., Suite 255, Lafayette CA during normal business hours. Agendas and packets are available for review by the public during regular Monday – Friday work hours at the Lamorinda School Bus Program office at 3675 Mt. Diablo Blvd., Suite 255, Lafayette CA and on the website at [www.lamorindaschoolbus.org](http://www.lamorindaschoolbus.org) Agendas and packets shall be made available at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Upon request this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the ADA Act of 1990 (42 U.S.D. Sec. 12132). Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Whitney Simon, Program Manager, at 925-299-3216 at least 48 hours before the meeting if possible.

Lamorinda School Bus Transportation Agency

DRAFT MINUTES

City of Lafayette Offices  
3675 Mt. Diablo Blvd., Rm. 240  
Lafayette, CA 94549

Date: Sept. 10, 2019  
Time: 9:30 a.m.

Present:

Present: Vice-Chair Kendzierski and Board Members Candell, Follmer, Nickens, Korpus, Hoxie and Dennis Fay for Chair Worth.

Absent: Amy Worth

Also Present: Henry Cooper and Pamela Lee, First Student; Whitney Simon, Deb Harley and Sue Graves, LSBP Staff. Melissa McIlwain, Stanley Middle School

1. Call to Order -Vice Chair Kendzierski called the meeting to order at 9:33 a.m.
2. Adoption of Agenda – The agenda was approved by consensus of the members present.
3. Public Comment - None.
4. Approval of Minutes - The minutes of June 25, 2019 were approved as presented M/S/C/U (Hoxie/Korpus)
5. New Business

- a. Introduction of new Program Aide Debbie Harley

Whitney Simon, Program Manager, introduced Debbie Harley who has been hired to backfill Sue Grave's position.

- b. Update on enrollment for Fall 2019

Ms. Simon provided an update on enrollment figures for the fall of 2019. There are 1,332 students enrolled in the annual bus program for FY-19-20. Currently \$637,887 has been collected in parent fees. Projections are showing an additional \$252,725 to be collected in monthly installments. The program is anticipated to reach its goal for parent contributions in FY 19-20. Year to date, there has been a 10% drop in enrollment, compared to the 20% projection.

- c. Moraga Parks & Rec Enrichment Program Update

The Lamorinda School Bus provides service from Rheem Elementary to Hacienda De Las Flores for the Moraga Parks & Recs after school enrichment program. This is the first time this service has been offered. The program sold \$3,000 in one-trip passes for the Lamorinda School Bus Program.

d. First Student Drivers and Operations Update

Ms. Simon updated the board on the start of school. Most routes were running smoothly, with the exception of some of the Middle School routes. Routes on OIS 16 & 17 were rerouted to make them more efficient. These are combined routes, from Route 14, that was cancelled from the previous year. There were also complaints noted from JM and Stanley Middle Schools. The program has been given access to Zonar, the GPS tracking for the bus, but it's a labor-intensive process, but allows us the ability to track each bus daily. Board Member Candell suggested we investigate a possible tech grant from the CCTA to synthesize the data to identify issues with routes.

Mr. Cooper provided an update on staffing; all routes have permanent drivers. All of the new vehicles were inspected by the CHP and prepared for the new school year. He said it was a pretty typical start to the school year and the first couple of weeks have issues as drivers become familiar with routes. The board raised the question of starting routes earlier; Mr. Cooper would like to identify pain points and target solutions.

Mr. Fay raised attention to upcoming traffic work in Orinda and advised the Orinda Public Works department would keep the program apprised of the schedules. The concern of cars passing stopped buses with red lights was raised. Mr. Cooper said drivers fill out forms when possible and the local PD has been helpful when these issues have been brought to their attention.

Board member Candell raised the need for an official procedure on what happens when busses will be late dropping off and picking up. She pointed to the confusion during the first week of school, when routes were combined at Stanley Middle School. Parents can't communicate with their children, as their phones must be turned off, a chain of command must be established on who is directing the children on where they should go. Ms. Simon and Mr. Cooper agreed to meet to discuss an official process.

e. Addendum to First Student's Contract

First Student submitted addendum number four, to replace the "other transportation" rates, which covers field trips that can fit within regular service during the school day. This update was an oversight during negotiations. Vice Chair Kendzierski highlighted some omissions from previous addendums. Approval of this addendum postponed for next board meeting on October 8<sup>th</sup>.

f. The board recognized Ms. Graves for her dedication and service to the Lamorinda School Bus Program

6. Late Bus Report

First Student had not yet submitted their Late Bus Report. The board reviewed the Club Texting reports and documented complaints received by the LSBTA

7. Representative from Superintendent of Lafayette School District

Richard Whitmore, Superintendent of the Lafayette School District, addressed some parental concerns with regards to student's being tardy. He acknowledged state policy that measures

truancy and chronic absenteeism, which could include unexcused tardies. He assured the board that these policies were targeted toward parent intervention, for families who couldn't get their kids to school. This type of intervention would not be invoked for children who arrived late because of the school bus. For Stanley Middle School, the Assistant Principal hands out slips, at the bus, so students can go directly to class, without stopping at the office first. Mr. Whitmore stated that there were no financial repercussions for tardy students, only when children did not attend school at all for the day. He would encourage families to have conversations with their children, before an incident, to determine what they would do if the bus was late.

8. Chair and Board Members' Report

None

9. Written Communications

a. Email from Julie Lloyd, Orinda, August 22, 2019

Ms. Lloyd had inquired about having a pass that would allow her child to ride some morning and some afternoons, as she had shared custody and the child would not need either fulltime. She felt it was an unfair financial burden on single parents.

The board acknowledged the letter but noted that there would be no way to monitor when the pass was used and that would potentially take a spot off the bus for children who needed it on a regular basis.

10. Next Meeting Date - The next meeting was set for Tuesday, October 8, 2019 at 9:30 a.m.

11. Adjournment - The meeting was adjourned at 11:34 a.m.

Respectfully Submitted,

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Whitney Simon, Program Manager

Lamorinda School Bus Program  
 Staff Report

Date: October 4, 2019  
 To: Lamorinda School Bus Transportation Agency  
 From: Whitney Simon, Program Manager  
 Re: Amendment Number Four, LSBTA Contract – First Student

Background

At the last meeting on September 10, 2019, the LSBTA reviewed Amendment number four, submitted by First Student. As presented, the amendment served to update the “other transportation” rates, which covers field trips that can fit within regular service during the school day. According to First Student, this update was an oversight during negotiations. The board highlighted some omissions from previous addendums and requested First Student address those issues and resubmit to discuss at the next board meeting.

Discussion

In Amendment Four, First Student resubmitted an amended Exhibit A to update the “other transportation” rate, it also included an update to the Excess Hourly Rate (>4 live hours) fee. When the LSBTA approved Addendum number three, which resulted in a significant increase to the daily rate, it was under the assumption that all other terms and conditions of the original contract would remain the same; see Addendum Number Three (Item 12). Addendum Number 2, Exhibit A, shows the current approved rates. The proposed revisions to Exhibit A, in Addendum Four, would result in the following increase to potential charges over the next five years.

***Other Transportation Rates***

	Rates Proposed Addendum 4		Percentage Increase	
	Flat Rate (2 Hours)	Hourly Rate >2 Hours	Flat Rate (2 Hours)	Hourly Rate >2 Hours
2019/20	\$ 280.00	\$ 69.00	23%	24%
2020/21	\$ 288.40	\$ 71.07	26%	28%
2021/22	\$ 297.05	\$ 73.20	30%	32%
2022/23	\$ 305.96	\$ 75.40	34%	36%
2023/24	\$ 315.14	\$ 77.66	38%	40%

### ***Excess Hourly Rate (>4 Live Hours)***

	<b>Rates Proposed Addendum 4</b>	<b>Percentage Increase</b>
2019/20	\$ 69.00	24%
2020/21	\$ 71.07	28%
2021/22	\$ 73.20	32%
2022/23	\$ 75.40	36%
2023/24	\$ 77.66	40%

These potential increases were not considered when the LSBTA program developed its three-year recovery plan to address loss of ridership, due to significant price increases. Let it be noted that the *Other Transportation Rates* do not directly affect the LSBTA but are rates the schools would be responsible for paying. In addition, Mr. Cooper of First Student has stated that First Student has never charged *Excess Hourly Rates*, to the LSBTA, in the five years he has been with them.

#### **Recommendation**

Review Addendum Four from First Student; direct staff.

#### **Attachments:**

- a. Proposed Addendum Number Four
- b. Addendum Number Three (See Item 12)
- c. Addendum Number Two (See Exhibit A)

**LAMORINDA SCHOOL BUS  
TRANSPORTATION AGENCY**  
Transportation Agreement

**ADDENDUM NUMBER FOUR**

The **LAMORINDA SCHOOL BUS TRANSPORTATION AGENCY ("Agency")** and **FIRST STUDENT ("Contractor")** agree to amend the existing Contract for Furnishing School Bus Transportation, dated February 25, 2009, hereinafter referred to as "Contract", as stated below:

1. Section A.2.c. of the Contract provides that the "Contract may be amended by mutual written agreement."
2. The Parties entered into that certain Addendum Number One and that certain Addendum Number Two and that certain Addendum Number three, for the purpose of amending the terms of the Contract. The Parties desire to further amend the Contract pursuant to this Addendum Number Four.
3. The Parties agree to amend Exhibit A as attached.
4. This Addendum Number Four shall be effective as of August 1, 2019 and is agreed to by the Parties.
5. Except as amended by this Addendum Number Four, all other terms and conditions of the original Contract, Addendum Number One, Addendum Number Two and Addendum Number Three shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum Number Four as of the date written above.

FIRST STUDENT, INC.

LAMORINDA SCHOOL BUS  
TRANSPORTATION AGENCY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



LAMORINDA School Bus Transportation Agency  
 Transportation Rates

Exhibit A - Amended

Home to School Transportation

Daily Base Rate (4 live hours)	REPLACE 12 VEHICLES WITH CONVENTIONALS IN YEAR 1 AND UP TO 12 ADDITIONAL IN YEAR 3							
Route Count	22	21	20	19	18	17	16	15
2019/20	\$544.47	\$544.47	\$552.23	\$552.23	\$556.80	\$556.80	\$561.36	\$561.36
2020/21	\$604.36	\$604.36	\$612.98	\$612.98	\$618.05	\$618.05	\$623.11	\$623.11
2021/22	\$622.49	\$622.49	\$631.37	\$631.37	\$636.59	\$636.59	\$641.80	\$641.80
2022/23	\$641.16	\$641.16	\$650.31	\$650.31	\$655.69	\$655.69	\$661.05	\$661.05
2023/24	\$660.39	\$660.39	\$669.82	\$669.82	\$675.36	\$675.36	\$680.88	\$680.88

Excess Hourly Rate (>4 live hours)	
2019/20	\$69.00
2020/21	\$71.07
2021/22	\$73.20
2022/23	\$75.40
2023/24	\$77.66

Other Transportation - Field trips, athletic trips, or any other school sponsored trips using buses assigned to regular morning or afternoon school runs:

	Flat Rate (2 Hours)	Hourly Rate > 2 Hours
2019/20	\$280.00	\$69.00
2020/21	\$288.40	\$71.07
2021/22	\$297.05	\$73.20
2022/23	\$305.96	\$75.40
2023/24	\$315.14	\$77.66



**LAMORINDA SCHOOL BUS  
TRANSPORTATION AGENCY**  
Transportation Agreement

**ADDENDUM NUMBER THREE**

The **LAMORINDA SCHOOL BUS TRANSPORTATION AGENCY** (“Agency”) and **FIRST STUDENT** (“Contractor”) mutually agree to amend the existing Contract for Furnishing School Bus Transportation, dated February 25, 2009, hereinafter referred to as “Contract”, as stated below:

1. Section A.2.c. of the Contract provides that the “Contract may be amended by mutual written agreement.”
2. The Parties entered into that certain Addendum Number One and that certain Addendum Number Two, for the purpose of amending the terms of the Contract. The Parties desire to further amend the Contract pursuant to this Addendum Number Three.
3. Section A.2.a of the Contract is hereby amended to delete and replace the last two sentences with the following:

The Agency reserves the right to increase or decrease the number of buses at any time and agrees to pay the daily rate associated with the number of buses operated as indicated on the sliding scale pricing attached as Exhibit A, as it may be amended from time to time by mutual agreement of the parties. Should the number of buses decrease to lower than 15 buses, the Agency will enter into negotiations with the Contractor to establish mutually agreeable pricing adjustments.

4. Section A.2.b of the Contract is hereby amended by extending the term of the Contract for five school calendar years commencing August 1, 2019 and ending July 31, 2024 (“Second Additional Term”).
5. The Parties agree to First Student’s price proposal for the Second Additional Term as set forth in the First Student Pricing Extension 2/6/19 proposal (for 15-22 buses) which is attached as Exhibit A.
6. Section A.6.d regarding Termination or Modification of Service due to Lack of Funding is amended to delete and replace the first and last sentences of the second paragraph with the following sentences, respectively:

New first sentence:

Contractor understands that during the term of this contract, the Agency is dependent upon Measure J funds from the Contra Costa Transportation Authority ("CCTA") for a significant amount of its annual revenues to pay for services provided by Contractor.

New last sentence:

Separate and apart from the Agency's right to increase or decrease the number of buses at any time as set forth in Section A.2.a., if the CCTA does not make sufficient funds (as determined by the Agency in its sole discretion) available to the Agency for the Agency to perform under the Contract, the Agency may terminate, reduce or modify Contractor's services upon giving Contractor 90 days' written notice.

7. Section B.5.a.(4) regarding Vehicle Specifications is amended to add the following to the end of that Section:

During the five-year period of the Contract commencing August 1, 2019 and ending July 31, 2024, Contractor shall transition toward a fleet of new buses of a standardized bus size. At the commencement of the foregoing five-year period, Contractor will transition 12 buses in its fleet to new buses (71 passenger conventional buses ("71 Packs")). At the commencement of year three of the foregoing five-year period, Contractor will transition the rest of the buses in its fleet the Agency wants replaced (up to 12 additional buses depending on the total number of buses in operation as determined by the Agency) to new 71 Packs. Contractor will defer to Agency regarding which buses in its existing fleet will be transitioned out at the commencement of year one and year three of the foregoing five-year period. New buses introduced into the fleet during the foregoing five-year period must meet then current EPA emissions requirements.

8. Section B.5.a.(6) regarding Vehicle Specifications is amended to delete and replace the paragraph with the following sentence:

Until such time as the Agency directs the Contractor to replace all four of the existing fleet's "78-Packs" (buses capable of carrying at least 78 passengers sitting three-to-a-seat and 54 passengers sitting two-to-a-seat) previously mandated under the Contract (as amended) in favor of new 71 Packs, the remaining number of 78-Packs shall continue to be provided for use in the fleet.

9. Section B.5.b.(1) regarding Number of Buses is amended to add the following to the end of

that Section:

This provision shall not limit the Agency's ability to adjust the number of buses at any time (before or during the school year) as set forth in Section A.2.a.

10. Section B.5.b.(2) regarding Number of Buses is amended to delete and replace the last sentence with the following sentence:

If the number of buses is increased, the new charges shall be those reflected in the First Student Pricing Extension 2/6/19 proposal (for 15-22 buses) which is attached as Exhibit A.

11. This Addendum Number Three shall be effective as of August 1, 2019 and is agreed to by the Parties.

12. Except as amended by this Addendum Number Three, all other terms and conditions of the original Contract, Addendum Number One and Addendum Number Two shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum Number Three as of the date written above.

FIRST STUDENT, INC

BY: 

ITS: Region Vice President

NAME: Phil Eades

DATE: 3/19/19

LAMORINDA SCHOOL BUS  
TRANSPORTATION AGENCY

BY: 

ITS: Chair, LSBTA

NAME: Amy R. Worth

DATE: 3/5/19

**EXHIBIT A**  
**FIRST STUDENT PRICE PROPOSAL**

[ATTACHED BEHIND THIS PAGE]

**First Student Pricing Extension 2/6/19**

Assumptions:

Five (5) year contract term.

Change to all conventional fleet.

Replace 12 vehicles in year one and up to 12 vehicles in year three.

REPLACE 12 VEHICLES WITH CONVENTIONALS IN YEAR 1 AND UP TO 12 ADDITIONAL IN YEAR 3								
<b>Route Count</b>	<b>22</b>	<b>21</b>	<b>20</b>	<b>19</b>	<b>18</b>	<b>17</b>	<b>16</b>	<b>15</b>
2019/20	\$ 544.47	\$ 544.47	\$ 552.23	\$ 552.23	\$ 556.80	\$ 556.80	\$ 561.36	\$ 561.36
2020/21	\$ 604.36	\$ 604.36	\$ 612.98	\$ 612.98	\$ 618.05	\$ 618.05	\$ 623.11	\$ 623.11
2021/22	\$ 622.49	\$ 622.49	\$ 631.37	\$ 631.37	\$ 636.59	\$ 636.59	\$ 641.80	\$ 641.80
2022/23	\$ 641.16	\$ 641.16	\$ 650.31	\$ 650.31	\$ 655.69	\$ 655.69	\$ 661.05	\$ 661.05
2023/24	\$ 660.39	\$ 660.39	\$ 669.82	\$ 669.82	\$ 675.36	\$ 675.36	\$ 680.88	\$ 680.88

**LAMORINDA SCHOOL BUS  
TRANSPORTATION AGENCY**  
Transportation Agreement

**ADDENDUM NUMBER TWO**

The **LAMORINDA SCHOOL BUS TRANSPORTATION AGENCY** (“Agency”) and **FIRST STUDENT** (“Contractor”) mutually agree to amend the existing Contract for Furnishing School Bus Transportation, dated February 25, 2009, hereinafter referred to as “Contract”, as stated below:

1. Section A.2.c. of the Contract provides that the “Contract may be amended by mutual written agreement.”
2. The Parties entered into that certain Addendum Number One, for the purpose of amending the terms of the Contract. The Parties desire to further amend the Contract pursuant to this Addendum Number Two.
3. Section A.2.b of the Contract is hereby amended by extending the term of the Contract for five school calendar years commencing August 1, 2014 and ending July 31, 2019 (“Additional Term”).
4. The Parties agree to First Student’s Price Proposal for the Additional Term attached as Exhibit “A.” The Parties also agree to the following language as a part of the Price Proposal:  

In the event that TRAFFIX (Measure J Traffic Congestion Relief Agency) does not retain the Contractor, or other extraordinary circumstances outside of Contractor’s control, such as changes resulting from unanticipated legislation which causes any of the Contractor’s operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the rate(s) of compensation payable hereunder may be renegotiated by mutual agreement of the Parties to cover such increase. Changes in regular business operations such as increases in fuel and labor costs, which are included in the daily rate, may not be renegotiated. In the event the Parties are unable to successfully renegotiate the rate(s) of compensation payable hereunder, either Party may terminate this Agreement without further liability to either Party.
5. Section A.3.h. regarding Liquidated Damages is deleted in its entirety and replaced with the following:

It is agreed by the Contractor and the Agency that if the Contractor fails to provide services under this Contract, the Agency is damaged. Due to the nature of the services rendered, it is impractical and extremely difficult to fix the actual damage to the Agency. Therefore, if the Contractor fails to provide any portion of the service required under the terms of the Contract and is not prevented from doing so for reasons beyond its control, then liquidated damage charges shall be assessed against the Contractor based on data supplied by Contractor and validated by the Agency in accordance with the attached Table A.

6. Section A.3.b. regarding Provision For Notice is amended to read:

Notices to the Contractor shall be sent to:


Liz Sanchez  
Senior Vice President, Southwest Region  
First Student, Inc.  
13200 Crossroads Parkway Suite 450  
City of Industry, CA 91746

7. This Addendum Number Two shall be effective as of August 1, 2014 and is agreed to by the Parties
8. All other terms and conditions of the original Contract and Addendum Number One shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum Number Two as of the date written above.

FIRST STUDENT, INC

LAMORINDA SCHOOL BUS  
TRANSPORTATION AGENCY

BY: 

BY: 

ITS: Senior Vice President

ITS: Chair

NAME: Elizabeth Sanchez

NAME: Don Tatzin

DATE: 3/12/14

DATE: Feb. 11, 2014

**EXHIBIT A  
COMBINED WITH COMMITMENT FROM TRAFFIX**

**PRICE RATE: (FIVE YEAR CONTRACT)**

In accordance with the contract for the transportation of pupils in the Moraga, Lafayette, Orinda Union and Acalanes Union School districts, with the contract documents, the contractor agrees to furnish equipment, labor, insurance, fuel and other specified services from August 1, 2014 through July 31, 2019 for the following daily rates.

**BASE RATE – HOME TO SCHOOL TRANSPORTATION AS FOLLOWS:**

Total # of buses 18 or more routes Daily Base Rate (4 Live Hours)	2014/15	2015/16	2016/17	2017/18	2018/19
	\$413.46	\$423.80	\$434.40	\$445.26	\$456.39

Excess Hourly Rate (Over 4 Hours)	\$50.23	\$51.49	\$52.78	\$54.10	\$55.45
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"Deadhead" charges to and from Contractor's location are to be included in the Daily Rate.

**BASE RATE – OTHER TRANSPORTATION AS FOLLOWS:**

Other transportation includes field trips, athletic trips, or any other school sponsored trips using buses assigned to regular morning or afternoon school day runs:

	2014/15	2015/16	2016/17	2017/18	2018/19
Flat Rate (2 Hours)	\$206.73	\$211.90	\$217.20	\$222.63	\$228.20
Additional Hourly Rate (Over 2 Hours)	\$50.23	\$51.49	\$52.78	\$54.10	\$55.45

Time and mileage charges shall begin at the time and place specified in the official request for such service, shall end when all passengers have been returned to the Agency following such service, and shall include layover times and mileage incurred by the bus leaving and returning to its scheduled home to school runs.



ADDENDUM TWO – TABLE A

(1)	Late Bus 15 min.	Each bus run which is fifteen (15) minutes late or more to or from home or school shall be assessed liquidated damages of 50% of the daily rate.	50% of daily rate per run
(2)	Late Bus 30 min.	Each bus run which is thirty (30) minutes late or more to or from home or school shall be assessed liquidated damages of 100% of the daily rate.	100% of daily rate per run
(3)	Failure to furnish vehicle and driver (missed run)	If the Contractor fails to furnish a vehicle and driver for any run, liquidated damages shall be assessed at 150% of the daily rate. The assessment of damages does not relieve the Contractor of its obligation to provide sufficient buses and drivers including spares or substitutes, or perform such service.	150% of daily rate per run
(4)	Failure to Seek Approval to Drive	Managers, dispatchers and field representatives shall not drive school buses except in emergency or as approved by the Transportation Manager. Failure to seek approval shall result in liquidated damages of 100% of the daily rate.	100% of daily rate
(5)	Permanent Drivers Assigned to drive outside Lamorinda	Section B. 2. C. (2) states the Contractor shall assign drivers on a permanent basis for the school year. Assigning permanent drivers to drive outside of Lamorinda or for another contract without prior approval shall result in liquidated damages of 50% of the daily rate.	50% of daily rate
(6)	Unauthorized Bus Stop	If a driver makes an unauthorized bus stop (a bus stop not approved by the Transportation Manager), liquidated damages shall be assessed in the amount of 25% of the daily rate.	25% of daily rate
(7)	Missed Bus Stop	If a driver misses a bus stop and fails to pick up a student, liquidated damages shall be assessed in the amount of 25% of the daily rate.	25% of daily rate
(8)	Failure to Notify – Late Buses and Stand-by or New Drivers	Failure of the Contractor to provide the Transportation Manager immediately, or within a reasonable time as dictated by the nature of the occurrence or incident, complete and accurate information relating to early or late buses or routes covered by stand-by or new drivers shall be assessed 25% of the daily rate per incident.	25% of daily rate
(9)	Failure to Notify Schools of Late Buses	Failure of the Contractor to notify the applicable schools of a late bus immediately or within a reasonable time as dictated by the nature of the occurrence or incident shall result in liquidated damages of 25% of the daily rate.	25% of daily rate
(10)	Failure to Notify of a Bus Accident	Failure of the Contractor to notify the Transportation Manager as soon as possible and in no event later than one hour after the Customer Service General Manager becomes informed of a school bus accident or an incident in which a child may have sustained injury shall be assessed liquidated damages in the amount of 100% of the daily rate.	100% of daily rate
(11)	Failure to Provide Equipment	Failure to provide the appropriate equipment required for each bus, including but not limited to, two-way radios, fire extinguishers, etc., shall result in the assessment of liquidated damages in the amount of 25% of the daily rate per day per bus and continuing at this rate for so long as the Contractor fails to provide such equipment.	25% of daily rate
(12)	Operating a Bus in an Unsafe or Illegal Manner	If a driver operates a school bus in an illegal manner, including but not limited to operating an overloaded bus, liquidated damages shall be assessed in the amount of 100% of the daily rate.	100% of daily rate

LSBTA Meeting  
Oct. 10, 2019  
Staff Report

Lamorinda School Bus Program  
Staff Report

Date: October 3, 2019  
To: Lamorinda School Bus Transportation Agency  
From: Whitney Simon, Program Manager  
Re: Update on enrollment for Fall 2019

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Background

School bus registration opened Thursday, May 23, 2019 and school started a week earlier on August 13, 2019 for LSD, AUHSD and MSD; OUSD started on August 14, 2019.

Discussion

Currently we have 1,344 registered riders, of which 453 (43%) of them are registered for monthly payments. Registration is down 13% from the previous school year, with 1,546 registered riders in FY 18-19. Roundtrip registrations are seeing the most significant decrease, with a little over 15% reduction. See Attachment A.

To date, the LSBTA has collected \$770,733 in parent fees, with an additional projection of \$221,042 in monthly subscriptions. We have a budgeted \$871,200 in parent contributions and are on track to exceed that goal.

Recommendation

Receive and file.

## Enrollment Analysis FY18-19 vs. FY19-20

October	FY 18-19	FY19-20	Change in enrollment
<b>Students Registered</b>	<b>1546</b>	<b>1344</b>	<b>-13.07%</b>
<b>Roundtrip</b>	<b>954</b>	<b>805</b>	<b>-15.62%</b>
<b>A.M. Only</b>	<b>329</b>	<b>281</b>	<b>-14.59%</b>
<b>P.M. Only</b>	<b>263</b>	<b>258</b>	<b>-1.90%</b>
<b>Roundtrip</b>	<b>62%</b>	<b>60%</b>	
<b>A.M. Only</b>	<b>21%</b>	<b>21%</b>	
<b>P.M. Only</b>	<b>17%</b>	<b>19%</b>	

