

Pupil Transportation Information, LLC (PTI) Agreement for Professional Services (Transportation Study Assessment)

Vendor # 82-3098242 Contract #0109-22

This Agreement is entered into between Pupil Transportation Information, LLC (PTI), acting as an independent consultant (CONTRACTOR) AND Mountain View Whisman School District, MVWSD (DISTRICT) AND IS DATED, FOR REFERENCE, October 12, 2022. The parties agree as follows:

1. **CONTRACTOR** agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Appendix A-Phase I.

DISTRICT agrees to pay **CONTRACTOR** a fixed fee of \$19,305.00 for all fieldwork and report writing services, including all expenses. All payments will be based upon invoices submitted to the **DISTRICT** by **CONTRACTOR**.

CONTRACTOR will invoice the **DISTRICT** for services performed. The **DISTRICT** will render payment to **CONTRACTOR** within 30 days of receipt of invoices. 50%, **\$9,652.50** of fixed fee will be invoiced upon completion of field study work.

- 2. TERM OF AGREEMENT, the term of this Agreement begins on October 21, 2022, and ends June 30, 2023. Extension or renewal requires approval of the DISTRICT. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the DISTRICT. This agreement may be terminated by the DISTRICT at any time with 15 days prior written notice to CONTRACTOR. In the event of termination for reasons other than cause, the DISTRICT will pay CONTRACTOR for work done up to the time of termination. In the event of termination for cause, CONTRACTOR need be compensated only to the extent required by law.
- 3. TIME FOR PERFORMANCE, work defined in Appendix A-Phase I is to be completed within sixty (60) business days of the on-site field work with the submission of a draft report to the **DISTRICT**. A final report will be provided to the **DISTRICT** within fifteen (15) business days of receipt of the return draft report. All services required of the **CONTRACTOR** will be completed on or before the specified end of the term.
- 4. MAINTENANCE OF RECORDS AND ASSIGNMENT OF COPYRIGHTS, CONTRACTOR will maintain full and accurate records in connection with this Agreement and will make them available to the **DISTRICT** for inspection at any time.





Contractor's work product produced under this Agreement shall be the property of the **CONTRACTOR**.

- 5. STATUS OF CONTRACTOR, agree that CONTRACTOR, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONTRACTOR shall be free to contract for similar service to be performed for other employers while under contract with the DISTRICT; CONTRACTOR will not accept such engagement which interferes with performance under this Agreement. CONTRACTOR is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees.
- **6. HOLD HARMLESS, CONTRACTOR** shall hold harmless the **DISTRICT**, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of **CONTRACTOR**, its officers, agents or employees taken under this Agreement.
- 7. COMPLIANCE WITH LAWS, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
- **8. CONFIDENTIALITY**, **CONTRACTOR** and all **Contractor's** agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 9. COVID-19 Vaccination / Testing.
 - **9.1. CONTRACTOR** agrees to the following COVID-19 vaccination/testing requirements with respect to any of **CONTRACTOR**'s employees, agents, consultants, subconsultants, or employees of consultants and subconsultants ("Applicable Worker(s)"):
 - **6.1.1.** Before any Applicable Worker enters a **DISTRICT** site to perform the Services, **CONTRACTOR** shall verify that any Applicable Worker:
 - **6.1.1.1.** Is Fully Vaccinated. "Fully Vaccinated" shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by public health guidelines.





6.1.1.2. Who has requested and obtained an accommodation from **CONTRACTO**R from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to daily COVID-19 testing for each and every day that Applicable Worker will perform Services on a **DISTRICT** site(s), and that any such test demonstrates a negative COVID-19 test.

- **6.1.1.3. CONTRACTOR** shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the **DISTRICT** upon request.
- **9.2.** Any **CONTRACTOR** employee who does not fulfill these requirements will be declared ineligible to provide service on any **DISTRICT** site(s) until they submit the proper documentation.
- **9.3. CONTRACTOR'S** responsibility for Infectious Disease compliance and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on a **DISTRICT** site(s), including but not limited to those who come into contact with **DISTRICT** students and employees, regardless of whether they are designated as employees or acting as independent contractors of the **CONTRACTOR.**
- **10. MODIFICATION OR ASSIGNMENT**, this Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by the **DISTRICT**. Addresses are as follows:

DISTRICT
Dr. Ayindé Rudolph
Superintendent
Superintendents Office
Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
(650) 526-3500
Supt@mvwsd.org

CONTRACTOR
Timothy W. Purvis, CEO
Pupil Transportation Information, LLC
40284 Via Sonoro
Murrieta, CA 92562
(951) 970-2976
tpurvis@pupiltransinfo.com

DISTRICT Date
Dr. Ayindé Rudolph, Superintendent

Mountain View Whisman School District

October 12, 2022

Timothy W. Purvis, CEO

Pupil Transportation Information, LLC

PTI



APPENDIX A PHASE I

Pupil Transportation Information, LLC (PTI) (Transportation Study Assessment) Scope of Services

Pupil Transportation Information, LLC (PTI), School Consulting Services, will provide management assistance consulting services to the Mountain View Whisman School District, (MVWSD). The review is for a comprehensive Pupil Transportation Program study and written report of Findings and Recommendations with emphasis on pupil transportation expansion for students attending the districts two open enrollment schools.

Scope of Review:

- A minimum of two (2) PTI pupil transportation consultants will perform a field-study review (not to exceed 2.0 business days on-site) to be determined mutually between both the Mountain View Whisman School District and PTI, of the District's Transportation, Vehicle Maintenance and Fleet program and conduct staff interviews for the purpose of reviewing pertinent operational documents, best practices, staffing and program budget.
- 2. Emphasis for the assessment is to provide the district with the necessary information to explore the possibility and necessary program expansion that would be needed to support & expand pupil transportation services for their two open enrollment schools.
- Will provide a written draft report within sixty (60) business days of field study completion providing Findings and Recommendations to the district per agreed Scope of Review. A final report will be issued within fifteen (15) business days of return draft report receipt from the district.
- 3. General review of Districts Transportation, Vehicle Maintenance & Fleet program to include, but not limited to the following:
 - District's home-to-school general education transportation program cost assessment to include district's bus cost & per pupil cost per mile. Analysis will identify the district's state revenue under LCFF and if such is above, below or at state average for pupil transportation.





- Specific emphasis given to providing an analysis towards program expansion in consideration of the districts interest in possible service expansion for pupil transportation of the two open enrollment schools.
- Assessment of transportation program staffing, and organizational design based upon district transportation general education, special education, vehicle maintenance & fleet program size and services provided.
- Assessment of Transportation Position Descriptions.
- Review the districts vehicle maintenance program identifying industry standard best practices, compliance with Title 13 Code of Regulations, California Air Resources Board and local Air Quality Management District regulations, vehicle maintenance records, school bus safety checks and district fleet preventative maintenance program design and documentation, inventory control, and district fleet inventory assessment.
- Assessment of the District's Transportation facility to include terminal, shop areas, offices, vehicle maintenance repair garages, fueling infrastructure, fleet parking, county storm water requirements & adherence, hazardous materials best practices and security.
- Implemented routing methodology, bus ridership averages and cost per mile comparison for Home-to-School bus routes.
- District Safety & Training program design required school bus driver record maintenance, in-service programs, renewal and original driver candidate recruitment and training design.
- Use of technology for efficiency in general pupil tracking, operations and vehicle maintenance/fleet transportation program support areas.
- Program support of district extracurricular, co-curricular and, if applicable, external district field trip support and billing methodology.
- Study Report-Findings & Recommendations.
- Upon Request, Cabinet and/or Board Presentation of Report Findings & Recommendations.





DISTRICT

supt@mvwsd.org

Date

Dr. Ayindé Rudolph
Superintendent
Superintendents Office
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1400 Montecito Ave.
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(650) 526-3500

Timothy Purvis

October 12, 2022

Date

CONTRACTOR

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Mountain View Whisman School District Management Assistance