



## Bullitt County Public Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

Memo

To: Keith Davis, Superintendent

From: Joseph Shepherd, Director of Transportation *JS*

Date: June 6, 2018

Re: Request to Approve Common Carrier Contracts

I am requesting BOE approval to accept the proposed contracts with Miller Transportation and Jefferson Transportation to provide services for bus routes as needed for the 2018-2019 school year.

*OK for June*  
*B. Stanton*

**SPECIFICATIONS TO  
PRIVATE CARRIER AGREEMENT  
FOR PUPIL TRANSPORTATION**

**Jefferson Transportation**

☐ CARRIER CONTACT PERSON/PHONE/EMAIL:

Contact Name: Jefferson Transportation Steve Cisco

Phone Number: 502-614-7269 270-763-7117

Email: stevecisco@wedeliverbest.com

☐ BUS TYPE: School Bus

\$ Monthly bus inspection records must be provided to Client's representative  
\$ Contractor must provide name and certification of KDE certified bus inspector  
\$ Client reserves the right to inspect any Contractor bus assigned to Client's routes  
at any time and to pull that bus from the route if Client's certified mechanic finds  
just cause

☐ CONTRACT AMOUNT: \$325.00 per bus per day

☐ CONTRACT DAY: 100 miles plus \$3.00 per mile for each mile over 100 per day

☐ DRIVER REQUIREMENTS:

☐ Contractor must provide a copy of each assigned driver's commercial operator's  
license, medical card and training records reflecting certification by a KDE  
certified driver trainer

☐ ADDITIONAL SPECIFICATIONS:

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

BCPS Contact Information

Main Office/Dispatch Teresa Skarr 869-8031 or Wendy Huff 869-8032  
Joe Shepherd, Director 869-8030 cell 639-8478 or 270-766-4093  
Eddie Clan, Garage Supervisor 869-8033 cell 921-3303  
David Phelps, Driver Training Coordinator 869-8038  
Wes Stafford, Driver Training Coordinator 869-8037  
Fax (502)543-1572

PRIVATE CARRIER AGREEMENT  
FOR PUPIL TRANSPORTATION

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of June, 2018,  
by and between the BOARD OF EDUCATION OF BULLITT COUNTY, a body corporate and  
politic, of 1040 Highway 44 East, Shepherdsville, KY 40165, hereinafter referred to as "CLIENT" and  
Jefferson Transportation, of 3801 Bells Lane, Louisville KY 40211,  
hereinafter referred to as THE CONTRACTOR;

WHEREAS: THE CLIENT is a Kentucky public school district in need of privately-owned  
transportation services to transport pupils enrolled in the public schools; and,

WHEREAS, THE CONTRACTOR is licensed and capable of providing transportation services  
to THE CLIENT in accord with the Specifications attached hereto and made a part of this contract;

NOW THEREFORE, THE CLIENT and THE CONTRACTOR agree as follows:

1. THE CLIENT authorizes THE CONTRACTOR to furnish the pupil transportation vehicles  
and drivers, as listed in the Specifications section of this Agreement, and THE CONTRACTOR agrees  
to so furnish those vehicles and drivers.

2. THE CLIENT agrees to pay THE CONTRACTOR for the services of the specified vehicles  
and drivers in the amount shown in the Specifications sections of this Agreement, and THE  
CONTRACTOR agrees to accept that amount as payment in full for the services rendered. Payment is  
to be effected on a pro-rated monthly basis and payments will be remitted to THE CONTRACTOR by  
THE CLIENT within thirty (30) days of invoice receipt.

3. THE CLIENT agrees to provide all reasonable assistance and cooperation to THE  
CONTRACTOR and contractor's drivers in maintaining pupil order and discipline on and about  
specified vehicles. Likewise, THE CONTRACTOR agrees to provide drivers who are properly trained  
in maintaining pupil order and discipline and to follow the policies and procedures of THE CLIENT as

they relate to the transportation of the pupils. THE CONTRACTOR shall require its drivers to report behavioral issues immediately to the applicable school principal.

4. THE CONTRACTOR agrees to provide only drivers who possess current Commercial Driver Licenses and to certify to THE CLIENT that each driver has undergone an annual physical examination whereby a qualified physician attests to driver's physical fitness to drive a vehicle transporting pupils; further THE CONTRACTOR will submit proof that all drivers have undergone a criminal background check, and possess the requisite training performed by a Kentucky Department of Education (KDE) certified trainer.

5. THE CONTRACTOR agrees to maintain the pupil transportation vehicles provided in a safe and sanitary condition at all times when pupils are being transported and to comply with all provisions of Kentucky laws and regulations, and THE CLIENT's policies and procedures pertaining to safe conditions and operations of such vehicles.

6. THE CONTRACTOR agrees to pay all expenses incurred in the purchase, operation and maintenance of the pupil transportation vehicles provided.

7. THE CLIENT and THE CONTRACTOR mutually agree that no persons other than those authorized by THE CLIENT shall be transported on the authorized vehicles while such vehicles are being used in the fulfillment of this Agreement.

8. THE CLIENT and THE CONTRACTOR mutually agree that if conditions arise as a result of THE CONTRACTOR's operation of the specified vehicles which threaten the safety and well-being of the pupils being transported, THE CLIENT may cancel the contract immediately, but in any event either party may cancel the agreement between the parties, without cause, with sixty (60) days advance written notice.

9. THE CONTRACTOR shall cover the routes and maintain the schedules designated by THE CLIENT.

10. THE CLIENT shall have the unquestioned right to request/decline any specific driver assigned by THE CONTRACTOR.

11. THE CONTRACTOR shall maintain in each pupil transportation vehicle a radio capable of two-way communication between the bus and THE CLIENT'S base radio operations and further capable of communicating with other buses owned or contracted by CLIENT. These radios must be picked up at the CLIENT'S bus compound at the beginning of the first daily route and returned at the end of the last daily route.

12. THE CONTRACTOR shall provide CLIENT with proof of liability insurance in an amount no less than \$5,000,000 which shall name THE CLIENT as an additional insured; CONTRACTOR shall be responsible for all health and workers compensation insurance as to its employees. Further, THE CONTRACTOR shall indemnify, save and hold harmless THE CLIENT, its board members, administrators, teachers, employees, and agents from any and all liability resulting from the negligence of THE CONTRACTOR, its drivers, mechanics or related entities.

THIS AGREEMENT made and entered into this 7 day of June, 2018 shall extend to and include June 30, 2019 and may be renewed by the parties by mutual agreement and review of the Specifications and upon approval by THE CLIENT'S governing board.

IN TESTIMONY WHEREOF, witness the hands of the authorized agents of the parties hereto.

THE CLIENT:  
BOARD OF EDUCATION OF  
BULLITT COUNTY

\_\_\_\_\_  
BY: BOARD CHAIRMAN  
DATE: \_\_\_\_\_

ATTEST:  
SECRETARY/SUPERINTENDENT  
DATE: \_\_\_\_\_

THE CONTRACTOR:

  
\_\_\_\_\_  
BY: AUTHORIZED OFFICER  
DATE: 07 June 2018

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

PRIVATE CARRIER AGREEMENT  
FOR PUPIL TRANSPORTATION

THIS AGREEMENT made and entered into this 8<sup>th</sup> day of June, 2018,

by and between the BOARD OF EDUCATION OF BULLITT COUNTY, a body corporate and politic, of 1040 Highway 44 East, Shepherdsville, KY 40165, hereinafter referred to as "CLIENT" and

Miller Transportation, of 111 Outer Loop, Lou KY 40214

hereinafter referred to as THE CONTRACTOR;

WHEREAS: THE CLIENT is a Kentucky public school district in need of privately-owned transportation services to transport pupils enrolled in the public schools; and,

WHEREAS, THE CONTRACTOR is licensed and capable of providing transportation services to THE CLIENT in accord with the Specifications attached hereto and made a part of this contract;

NOW THEREFORE, THE CLIENT and THE CONTRACTOR agree as follows:

1. THE CLIENT authorizes THE CONTRACTOR to furnish the pupil transportation vehicles and drivers, as listed in the Specifications section of this Agreement, and THE CONTRACTOR agrees to so furnish those vehicles and drivers.

2. THE CLIENT agrees to pay THE CONTRACTOR for the services of the specified vehicles and drivers in the amount shown in the Specifications sections of this Agreement, and THE CONTRACTOR agrees to accept that amount as payment in full for the services rendered. Payment is to be effected on a pro-rated monthly basis and payments will be remitted to THE CONTRACTOR by THE CLIENT within thirty (30) days of invoice receipt.

3. THE CLIENT agrees to provide all reasonable assistance and cooperation to THE CONTRACTOR and contractor's drivers in maintaining pupil order and discipline on and about specified vehicles. Likewise, THE CONTRACTOR agrees to provide drivers who are properly trained in maintaining pupil order and discipline and to follow the policies and procedures of THE CLIENT as

they relate to the transportation of the pupils. THE CONTRACTOR shall require its drivers to report behavioral issues immediately to the applicable school principal.

4. THE CONTRACTOR agrees to provide only drivers who possess current Commercial Driver Licenses and to certify to THE CLIENT that each driver has undergone an annual physical examination whereby a qualified physician attests to driver's physical fitness to drive a vehicle transporting pupils; further THE CONTRACTOR will submit proof that all drivers have undergone a criminal background check, and possess the requisite training performed by a Kentucky Department of Education (KDE) certified trainer.

5. THE CONTRACTOR agrees to maintain the pupil transportation vehicles provided in a safe and sanitary condition at all times when pupils are being transported and to comply with all provisions of Kentucky laws and regulations, and THE CLIENT's policies and procedures pertaining to safe conditions and operations of such vehicles.

6. THE CONTRACTOR agrees to pay all expenses incurred in the purchase, operation and maintenance of the pupil transportation vehicles provided.

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7. THE CLIENT and THE CONTRACTOR mutually agree that no persons other than those authorized by THE CLIENT shall be transported on the authorized vehicles while such vehicles are being used in the fulfillment of this Agreement.

8. THE CLIENT and THE CONTRACTOR mutually agree that if conditions arise as a result of THE CONTRACTOR's operation of the specified vehicles which threaten the safety and well-being of the pupils being transported, THE CLIENT may cancel the contract immediately, but in any event either party may cancel the agreement between the parties, without cause, with sixty (60) days advance written notice.

9. THE CONTRACTOR shall cover the routes and maintain the schedules designated by THE CLIENT.

10. THE CLIENT shall have the unquestioned right to request/decline any specific driver assigned by THE CONTRACTOR.

11. THE CONTRACTOR shall maintain in each pupil transportation vehicle a radio capable of two-way communication between the bus and THE CLIENT'S base radio operations and further capable of communicating with other buses owned or contracted by CLIENT. These radios must be picked up at the CLIENT'S bus compound at the beginning of the first daily route and returned at the end of the last daily route.

12. THE CONTRACTOR shall provide CLIENT with proof of liability insurance in an amount no less than \$5,000,000 which shall name THE CLIENT as an additional insured; CONTRACTOR shall be responsible for all health and workers compensation insurance as to its employees. Further, THE CONTRACTOR shall indemnify, save and hold harmless THE CLIENT, its board members, administrators, teachers, employees, and agents from any and all liability resulting from the negligence of THE CONTRACTOR, its drivers, mechanics or related entities.

THIS AGREEMENT made and entered into this 8<sup>th</sup> day of JUNE, 2018 shall extend to and include June 30, 2020 and may be renewed by the parties by mutual agreement and review of the Specifications and upon approval by THE CLIENT'S governing board.

IN TESTIMONY WHEREOF, witness the hands of the authorized agents of the parties hereto.

THE CLIENT:  
BOARD OF EDUCATION OF  
BULLITT COUNTY

\_\_\_\_\_  
BY: BOARD CHAIRMAN  
DATE: \_\_\_\_\_

ATTEST:  
SECRETARY/SUPERINTENDENT  
DATE: \_\_\_\_\_

THE CONTRACTOR:

Annette Lynch  
BY: AUTHORIZED OFFICER  
DATE: 6/8/18

Dei D. M.  
ATTEST:  
DATE: 6/8/18