

**COLLABORATIVE AGREEMENT BETWEEN GROSSMONT UNION HIGH SCHOOL DISTRICT  
AND ALPINE UNION SCHOOL DISTRICT**

THIS AGREEMENT entered into between the GROSSMONT UNION HIGH SCHOOL DISTRICT of San Diego County, California, hereinafter called "GROSSMONT" and ALPINE UNION SCHOOL DISTRICT of San Diego County, California, hereinafter called "ALPINE".

**WITNESSETH**

WHEREAS, GROSSMONT and ALPINE UNION are mutually interested in and concerned with the provision of adequate pupil transportation services, and

WHEREAS, GROSSMONT and ALPINE UNION have personnel and equipment under its respective jurisdiction suitable for busing services, it is hereby mutually agreed as follows:

**A. TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES**

**1. STUDENT TRANSPORTATION**

- a) GROSSMONT will provide transportation services for ALPINE Regular Education and Special Education students including transportation services for the Special Education Extended School Year program.
- b) GROSSMONT will utilize ALPINE employees exclusively to drive and attend routes and carrying ALPINE students. GROSSMONT employees may also be used to drive and attend routes carrying ALPINE students on a temporary as needed basis. Alpine will reimburse Grossmont for their employees time when Grossmont drivers are needed to fill Alpine drivers absences at a rate of \$48.00 per hour.
- c) ALPINE employees will continue to be employed and compensated directly by ALPINE and will maintain their ALPINE seniority during the term of this agreement. ALPINE employee costs are not included in the annual fee per this agreement.
- d) ALPINE bus drivers will be guaranteed no less than six (6) hours per day for 180 school days at the hourly rate due them according to the AUSD/CSEA Collective Bargaining Agreement.
- e) ALPINE routes will be filled first with ALPINE employees in seniority order. Route Bidding will be conducted one time during the school year – within 2 weeks of the beginning of the school year. After the Grossmont Transportation Director (Director) or designee has prepared the routes, the following procedures will be used for the bidding process:
  - a. The driver with the most seniority will select first from among the available routes.
  - b. The remainder of the available routes shall be passed to the next senior driver and this process shall be followed until all drivers have a route or all routes have been taken.
  - c. The Director or designee shall not unreasonably delay the bidding procedure.
  - d. Drivers bid for the route, buses are assigned by the Grossmont Director of Transportation based upon route needs. Buses may be changed out by the Grossmont Director of Transportation during the school year as necessary.
  - e. Starting the second week of school, Routes will be posted for 3 business days, on the 4<sup>th</sup> business day drivers will bid and bidding will be completed by the end of the business day of the 4<sup>th</sup> day.
  - f. In the event of a drivers absence during the bid process an absentee bid form will be completed by the driver and the Operations Supervisor will hold it until it's their turn to bid. The Operations Supervisor will then bid for the absent driver.

- f) ALPINE employees will be managed and directed by the GROSSMONT Director of Transportation, Training Supervisor, Dispatchers and Staff.
- g) ALPINE employees will be furnished ALPINE uniforms in accordance with the current GROSSMONT uniform program.
- h) ALPINE employees will be domiciled at the GROSSMONT Transportation Facility and will use the same timekeeping equipment and procedures as GROSSMONT employees.
- i) In the event of a reduction in school days by ALPINE, the number of work days guaranteed to ALPINE UNION employees will decrease correspondingly to match the revised calendar.
- j) ALPINE drivers will have the opportunity to attend GROSSMONT Transportation training classes to include 3 days during the Welcome Back training period prior to the 2018/19 and 2019/20 School Years.
- k) When safety, personnel and student issues arise the Chief Business Officer for ALPINE and the Director of Transportation for GROSSMONT agree to meet in a timely manner to discuss and resolve such issues at a date, time and location determined to be suitable for both parties.

## **2. ROUTING, BUS PASSES AND EQUIPMENT**

- a) GROSSMONT dispatchers and staff will create and administer ALPINE routes.
- b) Grossmont Transportation will make every effort to schedule ALPINE routes to be less than 1 hour and 5 minutes in duration.
- c) Pertinent information contained in ALPINE student IEP's shall be furnished to GROSSMONT staff upon request. Such information may include, but is not limited to: names; addresses; telephone numbers; disability and behavior information; and special requirements.
- d) Any change in IEP status related to transportation will be communicated to GROSSMONT staff within forty-eight (48) hours of such change. ALPINE understands placement of students on routes may take up to 2 business days however; GROSSMONT agrees to expedite route changes as much as possible.
- e) ALPINE agrees to provide photos of students each year for the purpose of student identification and safety, in a format which allows uploading to GROSSMONT's Student Database, within a reasonable timeframe once photos become available from the ALPINE photography vendor/s.
- f) Every student will be required to show a bus pass to the driver upon entering the bus for both the AM and PM routes.
- g) ALPINE will process all bus applications and enter student data into the Transfinder database. Only those students who are registered in Transfinder will be transported.
- h) Transfinder training for ALPINE staff that process bus applications will be provided at no charge to ALPINE.
- i) The ALPINE student data will be protected and only be for the purpose at hand.
- j) The Alpine student data in Transfinder will be available only to those designated by the ALPINE Superintendent.
- k) GROSSMONT agrees to house all ALPINE buses in use by GUHSD for ALPINE transportation at GUHSD facilities



**3. FIELD TRIP TRANSPORTATION**

- a) ALPINE will prioritize trips utilizing GROSSMONT transportation services for field trips. ALPINE drivers will have first right of refusal for ALPINE field trips that don't conflict with their daily routes. When ALPINE drivers are unavailable GROSSMONT employees will drive for ALPINE at the rate agreed upon in Attachment A.
- b) GROSSMONT shall have the ability to subcontract field trip transportation services at its discretion at no additional cost to ALPINE.
- c) For Grant, fundraiser, or specially funded field trips, both parties agree the Grantor has the option of choosing the transportation services provider. Transportation providers must be SPAB (student, pupil, activity bus) certified providers, verification will be done by GROSSMONT prior to booking the trip.
- d) Outside carriers specifically requested by ALPINE will be honored provided they meet all legal requirements. All charges incurred by using the requested carrier will be passed along to ALPINE.
- e) Overtime field trips shall be performed by ALPINE employees first. Only after all eligible ALPINE drivers have accepted or declined such work shall assignments be offered to GROSSMONT drivers.
- f) Trip Requests shall be submitted electronically via Transfinder to GROSSMONT at least five (5) working days in advance. All field trip requests shall contain the following information:
  - (1) Date for which services are requested;
  - (2) Time of departure and return;
  - (3) Trip supervisor's name;
  - (4) Itinerary, giving full details of what is expected from the ALPINE OR GROSSMONT driver.
  - (5) Number of passengers;
- g) ALPINE shall provide a qualified trip supervisor who shall have the responsibility to ensure the behavior of the group meets safety requirements. ALPINE shall have complete responsibility for all field trip arrangements and for all supervision of adult and minor trip participants.
- h) The driver has responsibility for the school bus. Collectively, the driver and trip supervisor may consult regarding the best route to take however; the driver has the final decision.
- i) All Grossmont field trips are provided by Grossmont drivers. If all field trips have been assigned and/or declined by Grossmont bus drivers and no Grossmont contract drivers are available, ALPINE contract drivers may be offered Grossmont fieldtrips. Grossmont fieldtrips will be put on an ALPINE timecard for payroll. ALPINE will invoice Grossmont for the cost and Grossmont will pay ALPINE separately from the quarterly scheduled payment.

**B. REPAIR SERVICES**

**1. VEHICLE MAINTENANCE AND REPAIR SERVICES**

GROSSMONT will provide to ALPINE bus maintenance and repair in accordance with applicable Department of Motor Vehicle codes at GROSSMONT facilities, subject to the following:

- a) GROSSMONT shall perform all minor/major repairs and maintenance as follows: Vehicle inspections; Smog inspections; Tune-ups; Electrical systems; Front and Rear suspensions; Transmissions; Cooling systems; Steering systems; Front and Rear brakes; Other - as agreeable between GROSSMONT and ALPINE. This Agreement does not apply to ancillary equipment in or on the vehicles and equipment.

- b) Before any major engine, transmission, or differential repairs, GROSSMONT shall notify and make recommendations to ALPINE, supplying explanations of why, with a non-binding, reasonable estimate of cost for material and labor. ALPINE will compensate GROSSMONT for any major repairs to include engine replacement, DPF replacement and Transmission replacement.
- c) ALPINE shall make all decisions on major repairs and has sole responsibility for those decisions.
- d) GROSSMONT has the responsibility of selecting all parts and materials for ALPINE equipment. ALPINE equipment will not be treated differently than GROSSMONT equipment, unless so agreed upon by both parties.
- e) GROSSMONT may supply gasoline and/or diesel fuel to non-school bus equipment owned and/or operated by ALPINE. ALPINE will be charged at GROSSMONT's purchase price plus a fifteen percent (15%) handling fee.
- f) GROSSMONT shall continue to train their shop personnel in the latest automotive and heavy duty equipment technology in order to continue to perform work for ALPINE.

**C. NON-EXCLUSIVITY:**

No language outlined in Part B, Sections 1 of this agreement shall be construed as creating an exclusive contract for maintenance and/or services between ALPINE and GROSSMONT.

**D. INSURANCE AND INDEMNITY:**

- 1) GROSSMONT shall provide proof of Workers Compensation, Comprehensive General Liability, Commercial Automobile Liability and Garage Liability at a limit of \$1,000,000 per occurrence.
- 2) GROSSMONT will name ALPINE as an additional insured, for the term of the agreement.
- 3) ALPINE shall provide proof of Workers Compensation, Comprehensive General Liability and Commercial Automobile Liability at a limit of \$1,000,000 per occurrence.
- 4) ALPINE will name GROSSMONT as additional insured for the term of the agreement.
- 5) GROSSMONT agrees to indemnify and hold harmless ALPINE from any and all claims, demands, loss, liability, cost or expenses arising out of any negligent or intentional acts or omissions of GROSSMONT, its officers, agents, or employees.
- 6) ALPINE agrees to indemnify and hold harmless GROSSMONT from any and all claims, demands, loss, liability, cost or expense arising out of any negligent or intentional acts, omissions of ALPINE, its officers, agents, or employees.
- 7) GROSSMONT and ALPINE agree to assist one another in the identification, negotiation, settlement and collections of any subrogated claims.

**E. DISPUTE RESOLUTION:**

- 1) Any disputes concerning terms and conditions of this Agreement or performance hereunder shall be settled by mutual desire of both parties, through amicable negotiations within ninety (90) days.
- 2) In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to arbitration.
- 3) The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either party. If there is no agreement, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either party.



F. GENERAL PROVISIONS

- 1) Each party is responsible for complying with the Educational Employment Relations Act, to the extent it applies to any matter related to this Agreement.
- 2) This Agreement is entered into pursuant to Government Code section 6500, et seq.; however, no separate entity is created hereby.
- 3) The employees of GROSSMONT and ALPINE not the employees of the other party, respectively.
- 4) The term of this Agreement shall be from April 1, 2018 through July 30, 2020. The parties agree to determine no later than December 31, 2019 whether to enter into a follow-on contract to be effective beginning July 1, 2020 subject to mutual agreement.
- 5) Both parties agree to hold formal discussions regarding employee seniority status prior to the renegotiation or renewal of this agreement.
- 6) The annual fee for required transportation for 2017/18 shall be \$59,547 and shall be due on 6/30/2018 for the 2017/18 school year. The annual fee for required transportation for 2018/19 shall be \$221,000, \$55,250 shall be due quarterly beginning 9/30/2018 for the 2018/19 school year. The annual fee for required transportation for 2019/20 shall be \$232,000. \$58,000 shall be due quarterly beginning 9/30/2019 for the 2019/20 school year.
- 7) In the event routes can be streamlined then the annual rate may be adjusted accordingly.
- 8) In the event of an unusual student placement causing a significant impact to operations, both parties agree to meet and discuss revising the agreement accordingly.


G. TRANSPORTATION FEES

- 1) Trips going between 7:00 AM and 5:00 PM Monday through Friday originating at ALPINE schools to destinations listed on Attachment A will be charged as indicated on Attachment A.
- 2) Trips going between 7:00 AM and 5:00 PM Monday through Friday from any origin to any destination not listed on Attachment A will be charged at \$48/hr. plus \$1.20 per mile.
- 3) All trips going and continuing between 5:01 PM and 6:59 AM Monday through Friday or anytime Saturday from any origin to any destination will be charged at \$72/hr. plus \$1.20/mi.
- 4) All trips beginning on Sundays from any origin to any destination will be charged at \$112/hr. plus \$1.20/mi
- 5) GROSSMONT agrees to review Attachment A periodically and update the list with additional destinations which are served with regularity.
- 6) ALPINE agrees pricing for Attachment A destinations assumes the driver will not stay with the group (with the exception of those indicated). Should the driver be required to stay, additional charges as outlined below will apply:

Mon - Fri:	7:00 AM to 5:00 PM	\$48.00/hr.
Mon - Fri:	5:01 PM to 6:59 AM	\$72.00/hr.
Saturday:	All Day	\$72.00/hr.
Sunday:	All Day	\$112.00/hr.

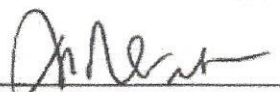
- 7) Grossmont shall submit to ALPINE Activity Trip billing on a regular monthly basis.
- 8) ALPINE agrees all Monday through Friday trips are subject to a one (1) hour and ten (10) mile minimum charge.
- 9) ALPINE agrees Saturday and Sunday trips are subject to a four (4) hour and ten (10) mile minimum charge.

**GROSSMONT UNION HIGH SCHOOL DISTRICT**

By:   
Scott Patterson  
Deputy Superintendent, Business Services  
Grossmont Union High School District

Approved by the Governing Board  
on the \_\_\_\_\_ day of \_\_\_\_\_ 2018

**ALPINE UNION SCHOOL DISTRICT**

By:   
Jennifer Nerat  
Chief Business Officer, Business Services  
Alpine Union School District

Approved by the Governing Board  
on the 20<sup>th</sup> day of March 2018

**Attachment A**  
**Common Activity Trip Destinations (Additional Alpine Trips Will Be Added)**

<b>Name</b>	<b>City</b>	<b>Price per Bus</b>
Balboa Park (All Museums & Zoo)	San Diego	\$137.00
Birch Aquarium *	La Jolla	\$211.00
Children's Art Museum	San Diego	\$158.00
Cuyamaca College	El Cajon	\$96.00
Del Mar Fairgrounds*	Del Mar	\$288.00
Harbor Cruise	San Diego	\$159.00
Knott's Soak City/Aquatica	Chula Vista	\$212.00
Legoland**	Carlsbad	\$371.00
Mission San Diego	San Diego	\$201.00
Mission Trails Park	Santee	\$159.00
Old Town	San Diego	\$169.00
Petco Park	San Diego	\$159.00
RM Levy Water Treatment Plant*	Santee	\$212.00
San Diego Civic Theatre	San Diego	\$127.00
San Diego Humane Society	Gainest St/San Diego	\$185.00
San Diego State University	San Diego	\$79.00
Sea World	San Diego	\$185.00
Seltzer Park*	Lakeside	\$159.00
Silverwood Park	Lakeside	\$159.00
University of California San Diego	La Jolla	\$186.00
University of San Diego	San Diego	\$116.00
USS Midway	San Diego	\$159.00

\* Indicates trips to this destination are exempt from Wait Time charges as outlined in Item G (6).

1. The above rates are effective during normal school hours of 7:00am to 5:00pm.
2. Requests to deviate from the route (stops for lunch) will incur additional wait time to be paid at the rate G (6).