

# Parent Contracts

Information on  
submitting  
an eligible Parent Contract

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# Questions & Answers

**Q:** Must a school district sign a formal pupil transportation contract in order to reimburse a parent for transporting their own child?

**A:** Yes, you must enter into a **formal transportation contract**. The parent's vehicle must be inspected under DOT law, like any privately owned vehicle. You must send a letter to DMV Driver Certification Unit letting them know that you have entered into a contract with the parent and are requesting his/her exemption from Article 19-A of Vehicle and Traffic Law. (An exemption from Article 19-A may be granted for a person operating his or her own vehicle with a seating capacity of 10 or fewer adults.)

**Q:** Does a Parent Contract have to be competitively bid?

**A:** Yes, you must advertise and bid the contract **if the total of all your new pupil transportation contracts for the school year exceeds \$20,000**. If the contract is for the current year, begins part-way into the year, and is valued under \$20,000 by itself (and the total aggregate for partials is also under 20k), then you may do a partial year contract and bid it for the next school year (if required for following school year).

**Note:** The total aggregate of partial contracts must also be under \$20k for the year.

**Note:** You may not extend a partial year contract or a contract that has not been competitively bid.

# More Questions & Answers

**Q:** What are the restrictions on cost for a Parent Contract?

**A:** You may only reimburse the parent based upon your school district **approved mileage rate for staff or the IRS mileage rate, plus tolls for up to two round trips.** Anything above that is NOT aidable and should NOT be included in the contract submitted to SED. The parent is not in the business of a contractor and may not unfairly compete with private business. Otherwise they would be required to meet DMV and DOT requirements that contractors are held to. They may only transport their own child; no one else's child.

**Q:** Who can transport the child under a Parent Contract?

**A: ONLY PARENTS;** not grandparents, aunts/uncles or siblings.

# Legal Basis for Parent Contracts

## **8 NYCRR 156 – State Education Department**

### **§ 156.3 Safety regulations for school bus drivers, monitors, attendants and pupils.**

a) Definitions. For purposes of this section:

(1) A *school bus driver* shall mean any person who drives a school bus which is owned, leased or contracted for by a public school district, board of cooperative educational services or nonpublic school for the purpose of transporting pupils. However, for the purposes of this section, the following shall not be considered to be school bus drivers:

(i) a driver of a passenger or suburban type vehicle if such driver is a school district employee who is not ordinarily required to transport pupils and is operating such vehicle for the purpose of transporting one or more pupils to a hospital or other medical facility, a physician's office, or home for medical treatment or because of illness;

(ii) a driver of a suburban intercity coach or transit type bus, transporting pupils on trips other than between home and school, such as field trips, athletic trips, and other special transportation services;

**(iii) a parent who transports exclusively his or her own children; and**

(iv) a volunteer driver for a nonpublic school who transports pupils on other than a regularly established route on an occasional basis.

## **Education Law section**

### **§ 1709. Powers and duties of boards of education**

27. To contract with any person, corporation or other school district for the conveyance of pupils residing within the district, when authorized to do so under subdivision nineteen of section two thousand twenty-one of this chapter, by vote of the inhabitants of the district entitled to vote, or to contract for the operation, maintenance and garaging of motor vehicles owned by the district, in accordance with such rules and regulations as such board of education may establish, consistent with the regulations of the commissioner. Upon authorization by a school district meeting, every such contract of transportation may be made for a period not exceeding five years, notwithstanding any provision of any other law inconsistent herewith.

# Legal Basis for Parent Contracts (cont.)

## **15 NYCRR – Department of Motor Vehicles**

### § 6.2 Definitions.

(p) Transportation for hire. Transportation for hire shall mean transportation of passengers for which monies are paid to the motor carrier for the transportation service provided. It shall not include transportation of passengers by a person operating his or her own vehicle with a seating capacity of 10 or less adults where the only payment made to such person is a mileage fee intended to cover the actual cost of such operation, *nor shall it include a parent transporting only his or her child.*

## **17 NYCRR 720.0 - Department of Transportation**

(b) School transportation. All motor vehicles transporting passengers under the age of 21 years, to and from schools, for hire, or owned and/or operated by school districts or any public or private school. School transportation will also include the transportation of passengers under the age of 21 years between school programs and community residences (as such terms are defined in section 1.03 of the Mental Hygiene Law) and where such school programs are approved by the New York State Education Department.

Note: For hire school transportation does not include parents who enter into a contract with a school to provide transportation exclusively for their own children in their own vehicle(s).

# Things to Consider/Remember

- May be most cost effective mode of transportation
- SED, DMV, DOT jurisdiction limited (no CDL, DOT Inspections, exemption to 19-A can be requested)
- Parent may only transport own child
- Only parents; not grandparents, aunts/uncles; siblings
- May be appropriate if child is difficult to transport
- Parent already has specialized vehicle, equipment
- Follow all competitive bid rules if exceeds the \$20,000 – bid, advertise, voter approval to extend
- Contract form must be submitted to SED
- Restrictions on cost – IRS/district mileage rate, tolls for up to two round trips. Not lost time, wages, inconvenience, or insurance

# Completing Contract Forms

TC, TCS, CE & CES Forms for Parent Contracts

require same information as corresponding contracts with private contractors.

The following focuses on specific sections of a TC form for a new school year, Parent Contract:

**Form TC**

(SED CODE)

The State Education Department  
Transportation Unit, Room 475 EBA  
Albany, New York 12234

C                       
Contract Number  
(SED will fill in)

**TRANSPORTATION CONTRACT**  
(Do not use for Addendums or Extensions - See Note on Reverse)

Telephone ( )  
Fax ( )

Contact Person

School District/BOCES

Street or P.O. Box

City State Zip Code

**Check if applicable:**

( ) Special Education Pupils - Transportation required as a related service.

( ) Contract will begin part way through the school year and cost \$20,000 or less.

( ) One-month emergency contract                      calendar Days.

( ) Contract for bus maintenance only

( ) District will supply contractor with                     

**Specifications include:**

( ) Provision for attendants, escorts or monitors

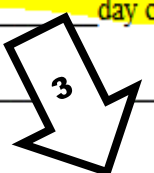
( ) Clause for increasing or decreasing service.

Please complete SED Code/BEDS Code and school district contact info as with any transportation contract.

1. Please also write in space below SED Code that this is a PARENT CONTRACT & the route/destination. **Note:** Destination (school, program, residential setting, or rehabilitation setting) must be found in SEDREF to be eligible.
2. If filing as a partial contract, please check applicable box.

# Contract Agreement

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_  
(Name of School District or BOCES), County of \_\_\_\_\_, N.Y.  
party of the first part and \_\_\_\_\_, party of the second part.  
(Contractor)

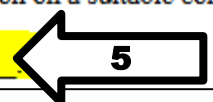



3. Fill in Contractor line with Parent Name.

## Unit Cost & ANTICIPATED Total Cost

NOW, THEREFORE, the said party of the first part hereby agrees to the said party of the second part the sum of \$ \_\_\_\_\_ or \$ \_\_\_\_\_ if on a per-bus, per-diem, per-mile or other unit cost basis for providing such transportation on a suitable conveyance.  
(If lump sum contract) (Unit Cost)

Total Anticipated Annual Cost \$ \_\_\_\_\_



4. Please fill in the unit cost for the contract. **Note:** ONLY IRS/District mileage plus tolls for up to two round trips per day are aidable\*.

\*Please provide evidence of route and mileage (Ex: Copy of Google Maps Directions)

5. Enter Total Anticipated Cost.



## RFP Date & SIGNATURES

If awarded through a request for proposals, date of request of such proposals                      (date on reverse)

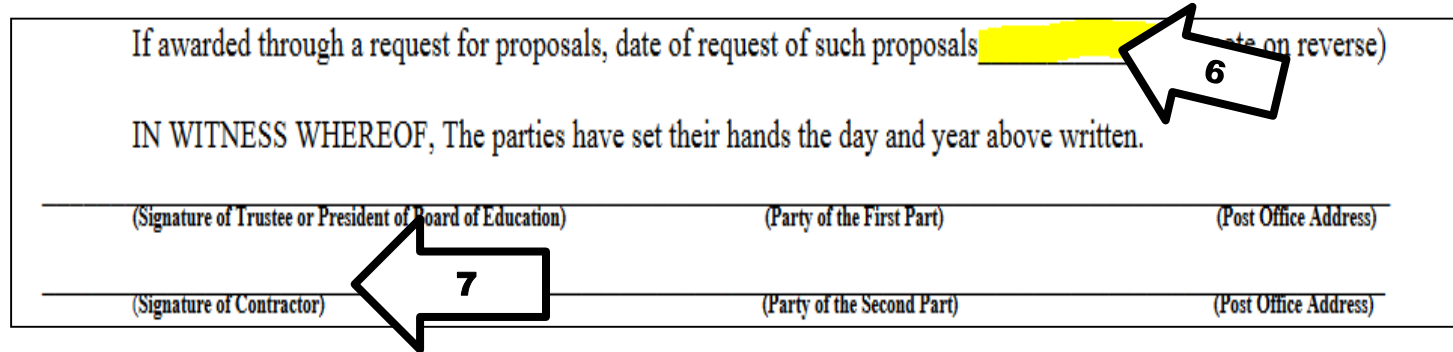
IN WITNESS WHEREOF, The parties have set their hands the day and year above written.

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(Signature of Trustee or President of Board of Education)                      (Party of the First Part)                      (Post Office Address)

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(Signature of Contractor)                      (Party of the Second Part)                      (Post Office Address)




6. If contract was awarded using the RFP process, fill in the date of opening bids.
7. Obtain BOE signature and Contractor (PARENT) signature.









**NOTE:** Please only send ORIGINAL inked/signed contract to SED.

# TC FORM, Page 2

## Bid Information

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening  Complete **BID TABULATION** below:

1.  (Name)	 (Amount of Bid)	3.  (Name)	 (Amount of Bid)
2.  (Name)	 (Amount of Bid)	4.  (Name)	 (Amount of Bid)

Was contract awarded to the lowest responsible bidder?  Yes  No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

8. Fill in bid opening date that was advertised in your Ad.
9. List Parent and all other Contractors that submitted bids and the amount bid.
10. Indicate if award was made to lowest bidder (Parent is generally lowest bidder).  
Please read all directions carefully. Note: Does not apply to RFP process.

# Contract Submission to SED

- When submitting contracts to SED, please include a **cover sheet** listing each contract being submitted. This helps us verify that we have received the full contract submission.
- The cover sheet can also include any **explanations** that may be required for submission (missed deadlines, linked to prior emergency contract, etc.)
- Please also verify that all **dates are completed** and are in logical & necessary sequence.
- Verify that all **3** required **signatures are in original ink.**
- Send only **one original** to SED (keep other 2 original documents in district files). We do not need multiples of contracts or copies. This helps us all cut down on paper waste. Please also include **map data to verify milage.**
- Have someone **review** contract submission prior to sending to SED.
- Mail **within 120 days** of 1<sup>st</sup> day of service & mail with return receipt for proof.
- **Thank you** for your attention to detail in submitting your district's contracts. Your time and efforts are much appreciated.

# Parent Contract Form TC Key

Form TC

\_\_\_\_\_ (SED CODE)      The State Education Department  
Transportation Unit, Room 475 EBA  
Albany, New York 12234

C. \_\_\_\_\_  
Contract Number  
(SED will fill in)

**TRANSPORTATION CONTRACT**  
(Do not use for Addendums or Extensions - See Note on Reverse)

Name ( )	<b>Check if applicable</b> <input type="checkbox"/> Special Education Pupils - Transportation required as a related service. <input type="checkbox"/> Contract will begin part way through the school year and cost \$20,000 or less. <input type="checkbox"/> One-month emergency contract _____ Days. <input type="checkbox"/> Contract for bus maintenance in _____ Days. <input type="checkbox"/> District will supply contractor with _____ <b>Specifications include:</b> <input type="checkbox"/> Provision for attendants, except for _____ <input type="checkbox"/> Clause for increasing or decreasing service.
Fax ( )	
School District/BOCES	Specifications include: <input type="checkbox"/> Provision for attendants, except for _____ <input type="checkbox"/> Clause for increasing or decreasing service.
Street or P.O. Box	
City	State
Zip Code	

This AGREEMENT made this \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_, County of \_\_\_\_\_, N.Y.

party of the first part and \_\_\_\_\_, party of the second part.

WITNESSETH, That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin \_\_\_\_\_ and to end \_\_\_\_\_

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ \_\_\_\_\_ if on a per-bus, per-diem, per-mile or other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ \_\_\_\_\_

If awarded through a request for proposals, date of request of such proposals \_\_\_\_\_

IN WITNESS WHEREOF, The parties have set their hands the day and year above written.

\_\_\_\_\_  
(Signature of Trustee or President) (Party of the First Part) (Print Office Address)

\_\_\_\_\_  
(Signature of Contractor) (Party of the Second Part) (Print Office Address)

**COMPLIANCE CERTIFICATION:** I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: \_\_\_\_\_ Filed by: \_\_\_\_\_  
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

**SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.**

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second part will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 60 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

**MINIMUM STATUTORY INSURANCE REQUIREMENTS** as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening \_\_\_\_\_ Complete **BID TABULATION** below:

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Attach Affidavits of Publication which you can secure from the newspaper. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

**MULTI-YEAR CONTRACT:** A separate line item shall be included in the Annual Budget and Budget Brochures. Also a footnote to that line item shall indicate: " \_\_\_\_\_ year (first, second, etc.) of a \_\_\_\_\_ - year (two, three, etc.) contract, the total cost of which is \$ \_\_\_\_\_" (total cost of multi-year contract).

**REQUEST FOR PROPOSALS:** If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

**EXTENSIONS AND ADDENDUMS:** An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

8/10/01

# Office of Pupil Transportation

Please feel free to contact our office for further information:

Educational Management (518) 474-6541

[Transportation@nysed.gov](mailto:Transportation@nysed.gov)

