

**METROPOLITAN COUNCIL  
FOR EDUCATIONAL OPPORTUNITY**

40 DIMOCK STREET                      ROXBURY, MASSACHUSETTS 02119  
Telephone: (617) 427-1545                      Fax: (617) 541-0550

[www.METCOinc.org](http://www.METCOinc.org)

Date: December 11, 2015


To: METCO Directors – Contracts going out for Re-Bid for 2016 – 2019,  
Belmont, Foxborough, Lexington, Lincoln, Lincoln/Sudbury Regional High, Sudbury

From: Lance Carter, Transportation Manager, METCO, Inc.


Re: Prep Documents for New Contract

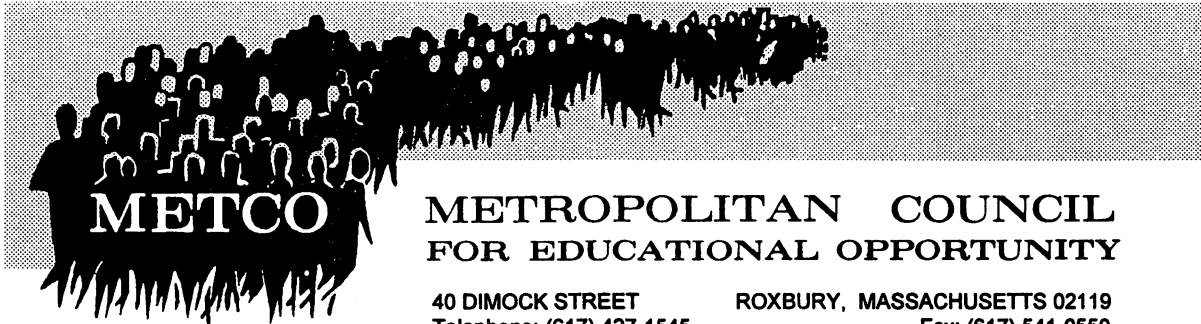
As you are aware, your transportation contract expires at the end of this school year. Find enclosed documents including a new agreement to be signed between the District and METCO, Inc., an information verification form, and a description of service to your district. These documents are necessary for this office to draft accurate bid specifications and conduct a re-bid of transportation services. I ask that you review carefully, have the agreement signed appropriately by the Superintendent and School Committee (Chairperson), and return the completed Information Verification form by January 20, 2016. I am planning to have a tentative Bid Opening in April.

Feel free to contact me should you have any questions or comment.

  
Lance Carter  
Transportation Manager, METCO Inc.

cc. Hyacinth McLaren

*N.B.  
sign both agreements, return to me;  
Bd. of METCO Inc. will sign and  
I will return one original.*  




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AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the School Committee of Lincoln and the Metropolitan Council for Educational Opportunity, Incorporated, hereinafter called METCO, and sets forth the obligations, promises, consideration and undertakings of the parties, upon the following terms and conditions.

Whereas, METCO desires to provide the transportation services for transporting students from Boston to Lincoln and from Lincoln to Boston, late transportation, and special transportation, which include parent as well as student transportation services;

Whereas, said COMMITTEE and METCO acknowledge that the total sum available for regular, late and special transportation hereunder is limited to the amount appropriated and allocated for transportation out of the funds appropriated for the METCO Program by the Commonwealth of Massachusetts for each fiscal year 2017, 2018, 2019 and (the option) years 2020 and 2021.

NOW, THEREFORE, it is agreed and understood as follows:

1. METCO agrees to furnish transportation for certain pupils residing in the city of Boston, who attend public school in Lincoln, for the period of August 25, 2016 through June 30, 2019. METCO also agrees to furnish the usual and necessary additional transportation customarily required for special purposes, insofar as funds therefore are available for after-school activities and parental visits. METCO'S determination of what additional transportation can be provided, within available funds, shall be conclusive.
2. METCO agrees to design routes, communicate same to parents of such students in a timely fashion, provide operational oversight of transport and liaison with bus operators, and perform such additional services as are reasonably required for full performance of the subcontract.
3. METCO agrees to draft specifications, receive bids in an appropriate manner for the purpose of awarding one or more contracts for transportation services, hereinafter collectively called the subcontract, and to award and administer such subcontract all in accordance with the provisions and requirements of General Laws, Chapter 40, Section 4 and General Laws, Chapter 30 B, Chapter 71, Section 7A to the extent applicable,

provided that all sums due from the COMMITTEE for such purposes are paid to METCO as described hereinafter.

4. METCO will pay all sums due the bus contractor under the subcontract. The COMMITTEE hereby agrees to pay METCO for such services as hereinafter described.
5. METCO agrees to invoice the COMMITTEE quarterly for all sums it has paid to the bus contractor under the subcontract. METCO further agrees that, for each fiscal year, METCO will provide the COMMITTEE with: (a) a written estimate on July 1 of all sums that it must pay to the bus contractor under the subcontract for that fiscal year (the "Initial Estimate"), and (b) a second written estimate on March 1 of the difference, if any, between the Initial Estimate and any further amounts projected to be paid by METCO due to any extraordinary or increased costs for that fiscal year, including all amounts to be projected to be paid by METCO under any fuel, insurance or other adjustment clause in the subcontract (the "Increased Costs"); PROVIDED HOWEVER, that METCO shall make best efforts to ensure that the cost of its obligations to its bus contractor will not exceed the sum appropriated and allocated by the Commonwealth for the purposes of this agreement. The COMMITTEE shall not be obligated to pay METCO more than the sum of the Initial Estimate and the Increased Costs; PROVIDED, HOWEVER, that the COMMITTEE shall be obligated to pay all amounts over said sum that are the result of any instructions by the COMMITTEE to the bus contractor that are not approved in advance by METCO. If the total of said sums exceeds the amount appropriated and allocated by the Commonwealth for the purposes of this agreement, the COMMITTEE shall, at its option, seek to obtain sufficient funds from the Commonwealth, draw from its existing funds, or appropriate additional funds. In any case, should the COMMITTEE be unable to pay METCO any funds due hereunder, it shall so inform METCO as soon as possible, and in any event, ten (10) business days before the cessation of payments, and in writing, by registered mail, postage pre-paid and evidenced by a signed return receipt.
6. METCO shall maintain on its books a separate account for the purpose of receiving and disbursing all funds for the subcontract. Said account shall be entitled "Transportation - Town of Lincoln." METCO shall cause to be performed an independent annual audit of said funds hereunder and shall, within a reasonable period after the close of the school year, provide a copy of said audit to the COMMITTEE, which will list all payments made by METCO under the subcontract for the Town of Lincoln, and all of the payments and credits received by METCO as a result of furnishing such transportation. The COMMITTEE shall, within 21 business days after receiving said audit, reimburse METCO for any and all expenses incurred hereunder and not otherwise compensated for PROVIDED HOWEVER, that the obligation shall be subject to the provisions of Section 5. In the event the total sums paid to METCO by the fiscal agent for the account of the

COMMITTEE hereunder exceed the payments made by METCO under the subcontract for the Town of Lancaster, METCO within 21 business days after rendering the accounting referred to above, shall reimburse the fiscal agent in full the amount of such unexpended sums.

7. All communications from the COMMITTEE, its agents and employees concerning the transportation provided for herein, including all requests for services, all requests for schedules and routes and changes of schedules and routes, and all complaints shall be made to METCO and not to the bus operator or bus drivers. METCO shall, in consultation with the Public Schools of Lancaster, establish all routes and schedules and shall have the sole power to make changes therein; PROVIDED HOWEVER that the COMMITTEE shall at all times have the sole authority to establish and change school opening and closing times and school schedules. The COMMITTEE shall designate a single employee, or at its option, a single employee for each school serviced under this contract, who shall be responsible for all communications with METCO regarding cancellation of school on any day not later than 6:00 A.M. on such day, as far as is practicable.
8. If the COMMITTEE employs a Bus Monitor for any elementary route, the COMMITTEE shall include in the job description and hold said bus monitor responsible for at least the following functions:
  - a. boarding the bus at or before the third scheduled stop in the morning.
  - b. on return trips, remaining on the bus until the same scheduled stop.
  - c. crossing streets with elementary school children if mandated by the district.
  - d. maintaining order on the bus.
  - e. reporting incidents of disobedience by students to their Supervisor or the METCO Transportation Department. In the event of Monitor absence from the bus due to sickness, personal emergencies, or any other reason, the COMMITTEE or its employees shall notify METCO and shall attempt to find a temporary replacement for the monitor if such absence exceeds 24 hours. METCO shall have no responsibility for supervision of the Bus Monitor's execution of duties.
9. Should unforeseen events occur whereby METCO, Incorporated is unable to continue the management of the transportation services as listed in this agreement, the management of terms stated herein may be assigned to the school district as long as both the district and METCO, Incorporated assent to such undertaking in writing.

EXECUTED AS A SEALED INSTRUMENT ON THE DAY AND YEAR SET FORTH ABOVE.

School Committee of \_\_\_\_\_

METROPOLITAN COUNCIL FOR EDUCATIONAL OPPORTUNITY (METCO), INC.

\_\_\_\_\_  
by: Chairman, School Committee

\_\_\_\_\_  
by: President, Board of Directors

\_\_\_\_\_  
by: Superintendent of Schools