

## 2023 PROPOSED ISBA RESOLUTION NO. 12

### TRANSPORTATION CONTRACT FLEXIBILITY

**WHEREAS**, Idaho Code 33-1510 requires that all schools who don't have their own transportation services go out to bid for bussing contracts and therefore be their own transportation entity and responsible for claiming their transportation reimbursement; and

**WHEREAS**, school districts and charter schools in rural Idaho face difficulty finding vendors to provide services that meet the state's requirements. Often, there is only one vendor who can service a bussing contract, and for charter schools, the local school district's transportation department is the only option; and

**WHEREAS**, the additional burden of forcing school districts or charter schools to go out for bid puts additional financial costs on both the local district and charter school with little-to-no return. These additional costs include the time it takes to put together a proposal, the cost to run the ad in the paper, the additional time it takes to answer the proposal and then process the bid; and

**WHEREAS**, the current contract method and reimbursement program creates financial burdens for both charter schools and school districts who have historically partnered on transportation programs.

**NOW, THEREFORE, BE IT RESOLVED:** That the Idaho School Boards Association work with the Idaho legislature, State Department of Education, and education stakeholders to ensure that for rural school districts, or where a charter school is chartered by a local school district, the local school district and the charter school shall be able to enter into a transportation contract without a requirement to go out to bid. Upon entering this contract, the district and the charter may "merge" their transportation programs. If merged, the charter school will allow the school district to receive their funding, thus requiring the school district to report the charter school students under the school district's transportation program or per state reporting requirements. Per the contract, the district and the charter school determine payment for any additional costs for the program to be paid by the district or charter school. To protect the financial responsibility of both the school district and charter school, this process could also require processes including, but not limited to, a requirement for the school or district go out to bid once the current contract has expired if another transportation vendor notifies the school or district that they may be able to serve their area.

## **STATEMENT OF PURPOSE:**

In all the time that we, Moscow Charter School, have needed bussing for our students we have contracted with the Moscow School District (“MSD”) for transportation services. They provide services to our students on the same bus routes that already serve the kids in our community that attend MSD schools. As a result of this, they have received our funding and have reported our students under their reports. We are billed monthly based on the agreed upon rate of our contract (created and signed each year) for the number of students who ride the bus. The established rate is based upon the need to cover additional costs associated with running the program for our students. This year we were told that we were not in compliance with State code and were no longer able to continue this mutual relationship with them for transportation services. We spent several hours writing our RFP and received one bid: MSD. We will spend additional time this upcoming school year with audits and end of year reporting that MSD used to do with us under their program.

**Submitted by Moscow Charter School Board of Directors**  
**Submitted by Moscow School District No. 281**

### **ISBA Executive Board Recommendation: Do Pass**

*Bryan Whitmarsh, Region 4 Vice Chair, will present the ISBA recommendation during the annual business session.*