

ATTACHMENT IV

WESTERN WAYNE SCHOOL DISTRICT
1970C EASTON TURNPIKE
LAKE ARIEL, PENNSYLVANIA 18436

CONTRACT FOR THE TRANSPORTATION OF SCHOOL STUDENTS

Designated Route(s): _____

This CONTRACT FOR THE TRANSPORTATION OF SCHOOL STUDENTS is made this ____ day of _____, and between the Western Wayne School District(hereafter District"), and

_____ Tax ID Number _____(hereafter "Contractor"). (The District and the Contractor are hereinafter individually referred to as a "Party," and collectively as the "Parties.")

WHEREAS, the District desires to provide student transportation services through use of a qualified contractor pursuant to an appropriate agreement setting forth the rights and responsibilities of the Parties; and

WHEREAS, Contractor is desirous of providing student transportation services to the District pursuant to the terms and conditions of this Agreement (the "Services").

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, intending to be legally bound hereby, the Parties mutually agree as follows:

1) **Term of Contract:** The term of this Agreement shall be for a period of ten (10) months, commencing on ____ date and ending on ____ date (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. .

2) **Scope of Service:** For the consideration hereinafter mentioned, the Contractor agrees to provide transportation for the Designated Route/s for school students who shall be identified by the District, to and from such points, along and over such routes, and at times set forth in the Schedule to be provided by the District and which shall be attached hereto and made a part hereof (hereafter "Services"). Contractor agrees to furnish student transportation services to the District in compliance with all of the terms, conditions, requirements, and obligations detailed herein, and in Appendix A attached hereto.

3) **Contract Documents:** The Contract Documents, which comprise the entire agreement between District and Contractor concerning the Services, consist of the following: the within Agreement for the Transportation of School Students; Appendix A; the Schedule(s), and any other documents expressly incorporated herein. There are no Contract Documents other than those listed above. The Contract Documents only may

be amended, modified or supplemented as agreed to in writing by the Parties.

4) **Compensation:** The District shall pay the Contractor the Pennsylvania Department of Education reimbursement amount calculated based on State Formula. It is expressly understood that the daily rate will change as variables in the formula change. Contractor will present monthly vouchers by the twentieth day of each month. At the District's discretion, Flexible Instruction Days may be necessary and will be compensated at the normal daily rate for that vehicle minus 15%. Payment of undisputed amounts shall be made within forty-five(45) days of receipt of the invoice.

5) **Compliance:** The Contractor, by execution of this Agreement, represents and warrants that it shall at all times be in compliance with any and all applicable federal, state, and District laws, rules, ordinances, policies and regulations and licensing and permitting requirements applicable to providing the Services contemplated under this Agreement. Notwithstanding the foregoing, in the event any federal, state, local or other governmental body's laws, rules or regulations are revised, changed or amended, or in the event there are revisions, changes or amendments to the District's policies, procedures, rules and regulations, the Contractor shall comply with all such revised, changed or amended laws, rules, regulations or policies.

6) **Vehicles:** Drivers shall use the greatest care to guard the students and maintain order and control of students on their vehicles in accordance with District policy at all times. Any student refusing to obey the driver shall be promptly reported to District administration. Contractor agrees and acknowledges that it shall be solely responsible for any injury or damages that occurs as a result of the driver's failure to maintain order and/or enforce District policy on the vehicle. Contractor warrants that the vehicles used by it in the performance of this Agreement are fit for the purpose they are intended and shall meet the specifications required. The Contractor shall furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. All vehicles used in the provision of services under this Agreement shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection. Contractor shall maintain all vehicles in strict accordance with all State, Federal, and any other local government minimum standards for school buses, school vans and other school vehicles, and such additional requirements as set forth herein. The Contractor shall maintain the vehicles so that their condition remains equal to or exceeds that condition recorded on the written inspection form provided to District by the Contractor, normal wear and tear excepted. Mechanically, the vehicles shall be maintained in a condition approximating that set out by the original manufacturer and as necessary to pass all required school bus, school van and other school vehicle inspections. Failure to maintain the vehicles in a condition acceptable to the District will constitute a default of this Agreement. The District may request Contractor to provide to the District a schedule which details all routine and preventative maintenance scheduled for each vehicle. Detailed vehicle service reports shall be submitted to the District upon request. All vehicles shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire Initial Term and any renewal terms of this Agreement. The Contractor shall be responsible for the maintenance and all operating costs of all vehicles as well as providing all the necessary documentation to the District. All vehicles shall maintain the proper signage, including the correct number.

7) **Drivers:** Personnel. The Contractor shall provide throughout the Initial Term and any renewal terms of this Agreement, all drivers, substitute drivers, and standby drivers to perform the transportation services contemplated herein. The Contractor will be responsible for managing and supervising drivers and furnishing the required number of drivers to provide the Services. Contractor warrants that the drivers operating the vehicles under this Agreement shall be duly licensed and capable of performing the duties required herein, and shall meet all the regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility, provided, that such operators shall have passed periodically administered physical examinations required by either the Public Utility Commission, the Interstate Commerce Commission or the Department of Transportation. All CDL and Van drivers must comply with federal, state, & local drug and alcohol testing as required by law. See attached Western Wayne School District Policy No. 810.1 Drug/Alcohol Testing - Covered Drivers.

(a) The Contractor agrees to submit a list of certified drivers and copies of driver licenses and physical examination cards to the District before the start of the school year or before the start of service by new drivers, for review and approval by the District Board. Additionally, the Contractor must provide all personnel involved in the Agreement, including but not limited to all drivers, before drivers are allowed to transport students photocopies of the following:

- i. CDL or Class C Driver's License
- ii. CDL Endorsement Card, if applicable
- iii. Bus or Van Driver Physical Examination Form
- iv. DL-713 Certificate of Completion for a New Driver, if applicable
- v. DL-714 Training Report Form, if applicable
- vi. DL-742 Medical Card, if applicable
- vii. DL-503, Motor Vehicle Report, if applicable
- viii. ACT 34, Pennsylvania State Police Criminal Record Check
- ix. ACT 151, Child Abuse Clearance
- x. ACT 114, FBI Fingerprint Report
- xi. Act 24, PDE Form 6004, Arrest/Conviction Report & Certification Form
- xii. Act 126, Mandatory Training for Child Abuse Recognition & Reporting within 90 days of employment.
- xiii. Act 168 Sexual Misconduct/ Abuse Disclosure Release
- xiv. S Card Certification
- xv. CPR Training

Or any other documentation as required by law. Failure to provide any of the above certifications/clearances shall be deemed to disqualify any driver from employment.

8) In case of emergency, the Superintendent or his/her designee may temporarily approve a driver. The District reserves the right to prohibit a driver, either temporarily or permanently, at the District's discretion from transporting District students pursuant to this Agreement. . In such case, the Contractor shall be responsible for providing a replacement driver. **Clearances/Criminal History/Background History Checks:** In addition to the requirements stated below, and prior to providing transportation services to District students, the Contractor agrees that it has performed background checks sufficient to satisfy the requirements of the Pennsylvania

Public School Code and the Pennsylvania Child Protective Services Law on all current and prospective employees. 24 P.S. §§ 1-111 and 1-111.1 and 23 Pa.C.S.A. §§ 6344, 6344.2, and 6344.4. The Contracting Party further agrees that it will immediately notify the District if it knows or has reasonable reason to know that one of its employees / agents / assigns is the subject of a criminal or civil investigation, action, or charges.

Contractor shall and must provide to the District Act 34 Request for Criminal Record Check, Act 151 Criminal Record and Act 114 (FBI Fingerprint Report) clearances to the District for all personnel involved in the performance of this Agreement, including but not limited to all drivers, before they are allowed to perform under this Agreement. As required pursuant to 24 P.S. § 1-111, Contractor shall cause its employees and independent contractors to provide written notice of any subsequent arrests or convictions for an enumerated offense with 72 hours after an arrest or conviction. Contractor shall comply with § 1-111, and any and all amendments thereto at Contractor's sole cost and expense.

9) **Insurance:** Contractor shall maintain all insurance policies required hereunder at all times during the Term of this Agreement. Contractor shall furnish proof of insurance coverage District within ten (10) days of the execution of this Agreement and upon District's reasonable request thereafter. All insurance required hereunder shall have an A.M. Best rating of A+ or better and be issued by an insurance company licensed to conduct business in the Commonwealth of Pennsylvania. No such policies of insurance may be reduced, cancelled or non-renewed during the Term of this Agreement. If any of the above coverages maintained by Contractor are written on a claims-made basis then upon termination of such coverage Contractor shall provide School District with evidence of "tail" coverage and/or an "extended reporting period" of sufficient duration for Contractor reasonably foreseeable exposures to loss and/or liabilities arising from this Agreement. District shall be named as an additional insured under Contractor's Commercial General Liability and Employer's Liability insurance policies. The Certificate of Insurance must state that thirty (30) days prior written notice will be given to the District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal.

Contractor shall maintain: \$1,000,000 Liability-Property Damage and Bodily Injury, per person, per accident; \$1,000,000 General Liability and any other insurance required by law. THIS COVERAGE SHALL BE IN EFFECT FOR THE DURATION OF THE AGREEMENT.

10) **Termination:** Any violation of the terms of this Agreement by Contractor may, at the option of the District, operate as a cause for termination of this Agreement.

11) **Force Majeure:** If the performance by either Party hereto of its respective non-monetary obligations of this Agreement is delayed or prevented in whole or in parts by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, or any law, rule regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such Party's control, whether or not specifically mentioned herein, such Party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. **Indemnification:** Contractor shall indemnify, defend and hold harmless the District, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising

out of or resulting from the failure to fulfill the terms of this Agreement and/or the negligent, willful, wanton or criminal acts or omissions of Contractor in its performance of this Agreement.

12) **Miscellaneous:** The District will have the right to act on all matters not specifically provided for herein.

13) **Non-Assignment:** This Agreement may not be assigned or any part subcontracted without the written consent of the District.

14) **Independent Contractor:** It is understood and agreed by the Parties hereto that Contractor, and its employees, agents, or representatives, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, are independent contractors and are not officers, agents, or employees of the District. As such, Contractor and its employees, agents, or representatives are not entitled to the benefits provided by District to its employees, including, but not limited to, group insurance, state pension plan enrollment, vacations, and leaves of absence, workers' compensation insurance or unemployment compensation insurance. District is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of Contractor. Contractor agrees, however, to comply with all Pennsylvania and federal laws and regulations which apply to the District or to the Services to be performed by Contractor and any internal policies or procedures of District enacted to comply with said state and federal laws and regulations.

15) **Taxes:** Contractor for the compensation specified herein, also hereby agrees that it is responsible for paying and shall hold District harmless against the payment of all taxes, contributions, or premiums which may be payable under federal, state, or local laws arising out of the performance of the work to be performed by the Contractor and its employees, agents, or representatives hereunder.

16) **Immunity:** Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

17) **Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania in effect at the time of the execution of the Agreement.. The parties hereby agree with regard to any dispute arising under this Agreement to the exclusive jurisdiction and venue of courts sitting in Wayne County, Commonwealth of Pennsylvania.

18) **Attorneys' Fees:** In the event that either Party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing Party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

19) **Discrimination Prohibited:** In accordance with Pennsylvania laws and regulations the Contractor agrees that in the hiring of employees for the performance of work under this Agreement, Contractor, and no person acting on behalf of the Contractor, shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. Contractor, and no person acting on

behalf of Contractor, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of gender, race, creed or color.

The provisions of the Pennsylvania Human Relations Act, Act 222 prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall comply with the provisions of the act as amended.

20) **Notice:** All notices required or sought to be given under this Agreement shall be in writing and shall be deemed to have been made if (i) delivered personally, (ii) sent by certified or registered mail, postage prepaid, or (iii) sent by nationally recognized overnight courier, addressed as shown on the first page of this Agreement. Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

Any Party may at any time, in the manner set forth for giving notices to the other Party, designate a different name and/or address to which notices to it shall be sent. If the address of either Party shall change, notice shall immediately be made upon the other Party.

21) **Entire Agreement:** The Contract Documents contain the entire agreement and understanding between the Contractor and District. There are no additional promises or terms other than as contained in the Contract Documents. This Contract may not be modified except in writing signed by the parties or by their authorized representatives.

IN WITNESS WHEREOF, the parties above named have hereto set their hands and seals the day and year aforesaid.

By _____
Contractor's Signature

FOR THE BOARD OF SCHOOL DIRECTORS OF
WESTERN WAYNE SCHOOL DISTRICT

Address

Date

RECOMMENDED FOR APPROVAL:

1970A Easton Turnpike, Lake Ariel PA 18436

Date

Date: _____

Appendix A

1. When the same vehicle is serving more than one school, the District shall make efforts to reconcile the school calendars of the schools served.
2. The Contractor agrees to furnish such reports as may be required by the District or its designated representatives.
3. The Services rendered under this Agreement shall be as indicated on the attached schedule.
4. Routes and stops shall be determined by the District and may be modified by the District as occasion demands. The operator shall not deviate from the designated route except by written consent of the District or, in the case of an emergency, which shall be reported promptly to the District or the District's designated representative. Where a Contractor or Driver believes a particular bus route/stop to be unsafe or in violation of Pennsylvania law, such Contractor or Driver shall notify the Superintendent or his/her designee.
5. The Contractor shall prepare an operating time schedule to conform with the start and dismissal times established by District administration. This schedule shall designate the time and place of all stops, both morning and evening, and shall be posted in the vehicle and at the school. The time schedule may be modified by the District as occasion demands but only after due notice has been given to parents and operator.
6. Students shall be taken on and discharged from the vehicle only at the designated stops and at extreme right of the road. No students shall be permitted to get on or off the vehicle while it is in motion. No school bus operator shall start his bus, or signal the driver of any vehicle, who has stopped in compliance with the provisions of Section 3208 of the School Laws of Pennsylvania, to proceed until after each student who may have alighted there from shall have reached a place of safety. Drivers shall be responsible for conducting a walk-through and visual sweep of the bus or van after each run to ensure that no students remain on the vehicle.
7. No person other than a student shall be transported in a school vehicle except that a teacher or other school official may ride when designated by the District. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting students to and from school.
8. The vehicle shall come to a complete stop immediately before traversing railway or trolley grade crossings and shall make a complete stop at all highway intersections protected by a "stop" sign.
9. No vehicle used in the provision of services hereunder shall be loaded beyond the seating capacity as set forth in minimum standards. All other public conveyances when transporting school children under contract shall provide adequate seating for each student, **including child safety seats**, with no standees permitted.
10. The speed of a vehicle shall be at all times consistent with the safety of the passengers and shall at no time exceed the speed Limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDot, as promulgated from the Vehicle Code.

11. Another school vehicle which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon prior written consent of the DISTRICT or the designated representative, but only for the duration of the emergency.

12. The District shall have the right to act on all matters relating to this Agreement not specifically provided for therein.

13. All Contractors and drivers shall operate their vehicles in accordance with the laws of the Commonwealth of Pennsylvania and the regulations of the Department of Transportation and the Department of Education as applicable. Violation of any such laws or regulations by a driver or Contractor may, at the option of the District, operate as cause for the District to temporarily or permanently prohibit such driver from performing services for the District pursuant to this Agreement or terminate this Agreement in its entirety.

14. Contractor is responsible for the behavior and actions of their employees, particularly with regard to adherence to the transportation policies and regulations of the School District. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the Contractor who employs the driver. Such violation of policies and/or regulations may, at the option of the District, operate as cause for the District to temporarily or permanently prohibit such driver from performing services for the District pursuant to this Agreement or terminate this Agreement in its entirety.

15. Contractor shall provide sufficient and adequate tire chains for all contracted buses and that these chains be used by all Contractors on all buses as the Contractor deems necessary for safety purposes or at the discretion and direction of the Superintendent or his/her designee.

16. Student population changes may necessitate modification of bus routes. Necessary adjustments will be based upon State Formula. All transportation van routes are contingent upon enrollment and District needs.

17. All contracted routes will be with buses and vans owned by the Contractor and sub-contracting shall not be allowed without prior written consent of the Board of Education.

18. All vehicles shall have a cellular phone provided by the Contractor and pay airtime in order to provide efficient communication to designated School District Transportation Personnel and Contractor shall provide cell numbers to Transportation Officers of the District. Drivers are prohibited from utilizing cellular phones while operating vehicles pursuant to this Agreement.

19. The Contractor for cars and vans shall limit the maximum number of assigned students to one less than the manufacturer's original seat belt capacity.

20. All contracted vans, wagons, cars and other vehicles other than school buses shall be no older than twelve (12) years from the date of registration at the start of the ESY Session . The exception being, handicapped accessible vans and nine (9) passenger vans shall be no

older than seventeen (17) years from the date of registration at the the start of the school year.

21. All Contractors must have an alternate vehicle for back-up or another verified Contractor who will provide this service.

22. **Digital video cameras.** All buses shall be required to have digital video cameras that are operable at all times. The District will provide said system, shall install the system, and arrange for maintenance of the system. Ownership of the digital video camera systems will remain with the District. The systems will be installed so that they are wired into the ignition with the result that the camera will be operable when the ignition is engaged. Any issues or problems will be immediately reported to the District Superintendent or his/her designee. All Cameras must be available for inspection upon request of the District. Upon termination of this Agreement, selling or deactivation of the bus, Contractor must return all video equipment to the District within 45 days. If not, Contractor will be required to pay replacement cost of the camera system. In the alternative, at the District's discretion, the District may provide the Contractor with the option to purchase the equipment at a price set by the District.

23. All vans, wagons, cars and other vehicles must be marked with an identification number, the contractor's name, and Western Wayne in at least two (2") inch high lettering. In addition, the vehicles must be clearly marked with School Students in accordance with PA State Regulations.

**WESTERN WAYNE SCHOOL DISTRICT
1970C EASTON TURNPIKE
LAKE ARIEL, PENNSYLVANIA 18436**

CONTRACT FOR THE TRANSPORTATION OF SCHOOL STUDENTS

Designated Route(s): _____

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_____ Tax ID Number
_____ (hereafter "Contractor"). (The District and the Contractor are hereinafter individually referred to as a "Party," and collectively as the "Parties.")

WHEREAS, the District desires to provide student transportation services through use of a qualified contractor pursuant to an appropriate agreement setting forth the rights and responsibilities of the Parties; and

WHEREAS, Contractor is desirous of providing student transportation services to the District pursuant to the terms and conditions of this Agreement (the "Services").

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants hereinafter contained, intending to be legally bound hereby, the Parties mutually agree as follows:

1) **Term of Contract:** The term of this Agreement shall be for a period of three (3) months, commencing on _____ date and ending on _____ date (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. .

22) **Scope of Service:** For the consideration hereinafter mentioned, the Contractor agrees to provide transportation for the Designated Route/s for school students who shall be identified by the District, to and from such points, along and over such routes, and at times set forth in the Schedule to be provided by the District and which shall be attached hereto and made a part hereof (hereafter "Services"). Contractor agrees to furnish student transportation services to the District in compliance with all of the terms, conditions, requirements, and obligations detailed herein, and in Appendix A attached hereto.

23)**Contract Documents:** The Contract Documents, which comprise the entire agreement between District and Contractor concerning the Services, consist of the following: the within Agreement for the Transportation of School Students; Appendix A; the Schedule(s), and any other documents expressly incorporated herein. There are no Contract Documents other than those listed above. The Contract Documents only may

be amended, modified or supplemented as agreed to in writing by the Parties.

24) **Compensation:** The District shall pay the Contractor the Pennsylvania Department of Education reimbursement amount calculated based on State Formula. It is expressly understood that the daily rate will change as variables in the formula change. Contractor will present monthly vouchers by the twentieth day of each month. At the District's discretion, Flexible Instruction Days may be necessary and will be compensated at the normal daily rate for that vehicle minus 15%. Payment of undisputed amounts shall be made within forty-five(45) days of receipt of the invoice.

25) **Compliance:** The Contractor, by execution of this Agreement, represents and warrants that it shall at all times be in compliance with any and all applicable federal, state, and District laws, rules, ordinances, policies and regulations and licensing and permitting requirements applicable to providing the Services contemplated under this Agreement. Notwithstanding the foregoing, in the event any federal, state, local or other governmental body's laws, rules or regulations are revised, changed or amended, or in the event there are revisions, changes or amendments to the District's policies, procedures, rules and regulations, the Contractor shall comply with all such revised, changed or amended laws, rules, regulations or policies.

26) **Vehicles:** Drivers shall use the greatest care to guard the students and maintain order and control of students on their vehicles in accordance with District policy at all times. Any student refusing to obey the driver shall be promptly reported to District administration. Contractor agrees and acknowledges that it shall be solely responsible for any injury or damages that occurs as a result of the driver's failure to maintain order and/or enforce District policy on the vehicle. Contractor warrants that the vehicles used by it in the performance of this Agreement are fit for the purpose they are intended and shall meet the specifications required. The Contractor shall furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. All vehicles used in the provision of services under this Agreement shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection. Contractor shall maintain all vehicles in strict accordance with all State, Federal, and any other local government minimum standards for school buses, school vans and other school vehicles, and such additional requirements as set forth herein. The Contractor shall maintain the vehicles so that their condition remains equal to or exceeds that condition recorded on the written inspection form provided to District by the Contractor, normal wear and tear excepted. Mechanically, the vehicles shall be maintained in a condition approximating that set out by the original manufacturer and as necessary to pass all required school bus, school van and other school vehicle inspections. Failure to maintain the vehicles in a condition acceptable to the District will constitute a default of this Agreement. The District may request Contractor to provide to the District a schedule which details all routine and preventative maintenance scheduled for each vehicle. Detailed vehicle service reports shall be submitted to the District upon request. All vehicles shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire Initial Term and any renewal terms of this Agreement. The Contractor shall be responsible for the maintenance and all operating costs of all vehicles as well as providing all the necessary documentation to the District. All vehicles shall maintain the proper signage, including the correct number.

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(b) The Contractor agrees to submit a list of certified drivers and copies of driver licenses and physical examination cards to the District before the start of the ESY session or before the start of service by new drivers, for review and approval by the District Board. Additionally, the Contractor must provide all personnel involved in the Agreement, including but not limited to all drivers, before drivers are allowed to transport students photocopies of the following:

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- xxiii. S Card Certification
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Or any other documentation as required by law. Failure to provide any of the above certifications/clearances shall be deemed to disqualify any driver from employment.

28) In case of emergency, the Superintendent or his/her designee may temporarily approve a driver. The District reserves the right to prohibit a driver, either temporarily or permanently, at the District's discretion from transporting District students pursuant to this Agreement. . In such case, the Contractor shall be responsible for providing a replacement driver. **Clearances/Criminal History/Background History Checks:** In addition to the requirements stated below, and prior to providing transportation services to District students, the Contractor agrees that it has performed background checks sufficient to satisfy the requirements of the Pennsylvania

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29) Insurance: Contractor shall maintain all insurance policies required hereunder at all times during the Term of this Agreement. Contractor shall furnish proof of insurance coverage District within ten (10) days of the execution of this Agreement and upon District's reasonable request thereafter. All insurance required hereunder shall have an A.M. Best rating of A+ or better and be issued by an insurance company licensed to conduct business in the Commonwealth of Pennsylvania. No such policies of insurance may be reduced, cancelled or non-renewed during the Term of this Agreement. If any of the above coverages maintained by Contractor are written on a claims-made basis then upon termination of such coverage Contractor shall provide School District with evidence of "tail" coverage and/or an "extended reporting period" of sufficient duration for Contractor reasonably foreseeable exposures to loss and/or liabilities arising from this Agreement. District shall be named as an additional insured under Contractor's Commercial General Liability and Employer's Liability insurance policies. The Certificate of Insurance must state that thirty (30) days prior written notice will be given to the District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal.

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30) Termination: Any violation of the terms of this Agreement by Contractor may, at the option of the District, operate as a cause for termination of this Agreement.

31) Force Majeure: If the performance by either Party hereto of its respective non-monetary obligations of this Agreement is delayed or prevented in whole or in parts by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, or any law, rule regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such Party's control, whether or not specifically mentioned herein, such Party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. **Indemnification:** Contractor shall indemnify, defend and hold harmless the District, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising

out of or resulting from the failure to fulfill the terms of this Agreement and/or the negligent, willful, wanton or criminal acts or omissions of Contractor in its performance of this Agreement.

32) **Miscellaneous:** The District will have the right to act on all matters not specifically provided for herein.

33) **Non-Assignment:** This Agreement may not be assigned or any part subcontracted without the written consent of the District.

34) **Independent Contractor:** It is understood and agreed by the Parties hereto that Contractor, and its employees, agents, or representatives, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, are independent contractors and are not officers, agents, or employees of the District. As such, Contractor and its employees, agents, or representatives are not entitled to the benefits provided by District to its employees, including, but not limited to, group insurance, state pension plan enrollment, vacations, and leaves of absence, workers' compensation insurance or unemployment compensation insurance. District is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of Contractor. Contractor agrees, however, to comply with all Pennsylvania and federal laws and regulations which apply to the District or to the Services to be performed by Contractor and any internal policies or procedures of District enacted to comply with said state and federal laws and regulations.

35) **Taxes:** Contractor for the compensation specified herein, also hereby agrees that it is responsible for paying and shall hold District harmless against the payment of all taxes, contributions, or premiums which may be payable under federal, state, or local laws arising out of the performance of the work to be performed by the Contractor and its employees, agents, or representatives hereunder.

36) **Immunity:** Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

37) **Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania in effect at the time of the execution of the Agreement.. The parties hereby agree with regard to any dispute arising under this Agreement to the exclusive jurisdiction and venue of courts sitting in Wayne County, Commonwealth of Pennsylvania.

38) **Attorneys' Fees:** In the event that either Party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing Party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

39) **Discrimination Prohibited:** In accordance with Pennsylvania laws and regulations the Contractor agrees that in the hiring of employees for the performance of work under this Agreement, Contractor, and no person acting on behalf of the Contractor, shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. Contractor, and no person acting on

behalf of Contractor, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of gender, race, creed or color.

The provisions of the Pennsylvania Human Relations Act, Act 222 prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall comply with the provisions of the act as amended.

40) **Notice:** All notices required or sought to be given under this Agreement shall be in writing and shall be deemed to have been made if (i) delivered personally, (ii) sent by certified or registered mail, postage prepaid, or (iii) sent by nationally recognized overnight courier, addressed as shown on the first page of this Agreement. Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

Any Party may at any time, in the manner set forth for giving notices to the other Party, designate a different name and/or address to which notices to it shall be sent. If the address of either Party shall change, notice shall immediately be made upon the other Party.

41) **Entire Agreement:** The Contract Documents contain the entire agreement and understanding between the Contractor and District. There are no additional promises or terms other than as contained in the Contract Documents. This Contract may not be modified except in writing signed by the parties or by their authorized representatives.

IN WITNESS WHEREOF, the parties above named have hereto set their hands and seals the day and year aforesaid.

By _____
Contractor's Signature

FOR THE BOARD OF SCHOOL DIRECTORS OF
WESTERN WAYNE SCHOOL DISTRICT

Address

Date

RECOMMENDED FOR APPROVAL:

1970A Easton Turnpike, Lake Ariel PA 18436

Date

Date: _____

Appendix A

1. When the same vehicle is serving more than one school, the District shall make efforts to reconcile the school calendars of the schools served.
6. The Contractor agrees to furnish such reports as may be required by the District or its designated representatives.
7. The Services rendered under this Agreement shall be as indicated on the attached schedule.
8. Routes and stops shall be determined by the District and may be modified by the District as occasion demands. The operator shall not deviate from the designated route except by written consent of the District or, in the case of an emergency, which shall be reported promptly to the District or the District's designated representative. Where a Contractor or Driver believes a particular bus route/stop to be unsafe or in violation of Pennsylvania law, such Contractor or Driver shall notify the Superintendent or his/her designee.
9. The Contractor shall prepare an operating time schedule to conform with the start and dismissal times established by District administration. This schedule shall designate the time and place of all stops, both morning and evening, and shall be posted in the vehicle and at the school. The time schedule may be modified by the District as occasion demands but only after due notice has been given to parents and operator.
6. Students shall be taken on and discharged from the vehicle only at the designated stops and at extreme right of the road. No students shall be permitted to get on or off the vehicle while it is in motion. No school bus operator shall start his bus, or signal the driver of any vehicle, who has stopped in compliance with the provisions of Section 3208 of the School Laws of Pennsylvania, to proceed until after each student who may have alighted there from shall have reached a place of safety. Drivers shall be responsible for conducting a walk-through and visual sweep of the bus or van after each run to ensure that no students remain on the vehicle.
10. No person other than a student shall be transported in a school vehicle except that a teacher or other school official may ride when designated by the District. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting students to and from school.
11. The vehicle shall come to a complete stop immediately before traversing railway or trolley grade crossings and shall make a complete stop at all highway intersections protected by a "stop" sign.
12. No vehicle used in the provision of services hereunder shall be loaded beyond the seating capacity as set forth in minimum standards. All other public conveyances when transporting school children under contract shall provide adequate seating for each student, **including child safety seats**, with no standees permitted.
10. The speed of a vehicle shall be at all times consistent with the safety of the passengers and shall at no time exceed the speed Limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDot, as promulgated from the Vehicle Code.

24. Another school vehicle which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon prior written consent of the DISTRICT or the designated representative, but only for the duration of the emergency.

25. The District shall have the right to act on all matters relating to this Agreement not specifically provided for therein.

26. All Contractors and drivers shall operate their vehicles in accordance with the laws of the Commonwealth of Pennsylvania and the regulations of the Department of Transportation and the Department of Education as applicable. Violation of any such laws or regulations by a driver or Contractor may, at the option of the District, operate as cause for the District to temporarily or permanently prohibit such driver from performing services for the District pursuant to this Agreement or terminate this Agreement in its entirety.

27. Contractor is responsible for the behavior and actions of their employees, particularly with regard to adherence to the transportation policies and regulations of the School District. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the Contractor who employs the driver. Such violation of policies and/or regulations may, at the option of the District, operate as cause for the District to temporarily or permanently prohibit such driver from performing services for the District pursuant to this Agreement or terminate this Agreement in its entirety.

28. Contractor shall provide sufficient and adequate tire chains for all contracted buses and that these chains be used by all Contractors on all buses as the Contractor deems necessary for safety purposes or at the discretion and direction of the Superintendent or his/her designee.

29. Student population changes may necessitate modification of bus routes. Necessary adjustments will be based upon State Formula. All transportation van routes are contingent upon enrollment and District needs.

30. All contracted routes will be with buses and vans owned by the Contractor and sub-contracting shall not be allowed without prior written consent of the Board of Education.

31. All vehicles shall have a cellular phone provided by the Contractor and pay airtime in order to provide efficient communication to designated School District Transportation Personnel and Contractor shall provide cell numbers to Transportation Officers of the District. Drivers are prohibited from utilizing cellular phones while operating vehicles pursuant to this Agreement.

32. The Contractor for cars and vans shall limit the maximum number of assigned students to one less than the manufacturer's original seat belt capacity.

33. All contracted vans, wagons, cars and other vehicles other than school buses shall be no older than twelve (12) years from the date of registration at the start of the ESY Session . The exception being, handicapped accessible vans and nine (9) passenger vans shall be no older

than seventeen (17) years from the date of registration at the the start of the school year.

34. All Contractors must have an alternate vehicle for back-up or another verified Contractor who will provide this service.

35. **Digital video cameras.** All buses shall be required to have digital video cameras that are operable at all times. The District will provide said system, shall install the system, and arrange for maintenance of the system. Ownership of the digital video camera systems will remain with the District. The systems will be installed so that they are wired into the ignition with the result that the camera will be operable when the ignition is engaged. Any issues or problems will be immediately reported to the District Superintendent or his/her designee. All Cameras must be available for inspection upon request of the District. Upon termination of this Agreement, selling or deactivation of the bus, Contractor must return all video equipment to the District within 45 days. If not, Contractor will be required to pay replacement cost of the camera system. In the alternative, at the District's discretion, the District may provide the Contractor with the option to purchase the equipment at a price set by the District.

36. All vans, wagons, cars and other vehicles must be marked with an identification number, the contractor's name, and Western Wayne in at least two (2") inch high lettering. In addition, the vehicles must be clearly marked with School Students in accordance with PA State Regulations.