

**WELLSBORO AREA SCHOOL DISTRICT
CONTRACT FOR THE TRANSPORTATION OF SCHOOL PUPILS**

2019-2020 SCHOOL YEAR

This agreement between the Board of School Directors of the Wellsboro Area School District of Tioga and Lycoming Counties, Intermediate Unit #17 hereinafter referred to as the Board, and **NICOLE ZENTNER**, hereinafter referred to as the Contractor, witnesseth:

1. For the consideration hereinafter mentioned, the CONTRACTOR agrees to provide transportation for **Gunnar Zentner, gr. 7**, to and from the campuses of Wellsboro Area School District for the school year 2019-2020, following the established school calendar. It is understood that on most occasions siblings will be transported as well, including **Lilli Kivett (gr. 3), Travis Zentner (gr. 5), Jonathan Zentner (gr. 7), Alexia Zentner (gr. 9)**.
2. The BOARD shall pay the CONTRACTOR the sum of **\$0.575 per mile/ rate set by the IRS and will be adjusted as IRS rates change** each day he/she transports said pupils as designated by the BOARD, to and from such points, along and over such routes as designated by the BOARD for the school year 2019-20. The CONTRACTOR shall keep a daily record of the days transported, morning and afternoon, and submit it on a monthly basis to the Administrative Office for payment.
3. Transportation upon the terms and conditions herein specified shall begin **January 27, 2020**.
4. This contract shall terminate on **June 12, 2020**, unless terminated earlier for cause or by mutual consent of the parties hereto.
5. Prior to the effective date of this contract, the BOARD shall receive evidence that a liability insurance policy is kept and maintained listing Wellsboro Area School District as an additional insured, providing minimum coverage of \$100,000 per person/occurrence, \$300,000 per accident and \$100,000 property damage shall be in effect for the duration of the contract.
6. The CONTRACTOR agrees to furnish such reports as may be required by the BOARD or its designated representatives.
7. The CONTRACTOR shall furnish vehicles which conform to the standards for School Transportation Vehicles approved by the Department of Traffic Safety of the Pennsylvania Dept. of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. School Busses and type A Vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection of the Pennsylvania State Police during the month of August. Type B and C vehicles shall conform to the minimum standards of the Bureau of Traffic Safety and shall be inspected in accordance with the laws of the Commonwealth of Pennsylvania. All

vehicles shall conform to the provision of the laws of the Commonwealth, and shall be in good mechanical and sanitary condition .

8. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle code and all other applicable laws, and agrees to abide by the regulations set up in the Wellsboro Area School District Transportation Policy.
9. Every driver 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 drivers shall be certified as required by the Department of Transportation.
10. A school bus, including Type A vehicles shall not be loaded beyond the seating capacity as established by law, or, as indicated on the "Approved School Bus Sticker".
11. The speed of a vehicle shall at all times be 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.
12. The CONTRACTOR shall comply with all traffic laws and any protocol set forth by the BOARD or its Designee (Business Manager or Transportation Director) while loading/unloading at school buildings.
13. The CONTRACTOR shall comply with Pennsylvania compulsory attendance / truancy laws enacted to reduce unlawful absences and maintain a consistent plan of education.
14. It is understood and agreed to by both parties hereto that the CONTRACTOR, while engaged in carrying out and complying with any terms and conditions of this contract, is an INDEPENDENT CONTRACTOR, and is not an officer, agent, or employee of the aforesaid school district and is only receiving mileage reimbursement for transportation.
15. This contract shall not be transferred except upon written approval of the Board. Another school bus which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon consent of the BOARD or the designated representative; but only for the duration of the emergency.
16. Any violation of the terms of this contract may, at the option of the BOARD, operate as a cause for termination in accordance with item 4.
17. The BOARD shall adjust all matters arising out of this contract not specifically provided for therein.
18. Every driver to be employed by the CONTRACTOR for the term of this contract must be and remain approved by the BOARD in order to drive any vehicle hereunder. It is the

responsibility of the CONTRACTOR to select, direct and submit to the BOARD such drivers the CONTRACTOR desires to use. Drivers are subject to the terms of this Contract and to the rules and regulations of the Wellsboro Area School District Pupil Transportation Policy, as it may from time to time be amended. It is the responsibility of the CONTRACTOR, upon notification by the BOARD or its designee (Business Manager or Transportation Director) of its dissatisfaction with any driver, to resolve the matter to the satisfaction of the BOARD. If the matter is not resolved, the BOARD may rescind approval of any driver at any time at its will and at its sole discretion.

In witness whereof, the parties to this contract have hereto set their hands this _____ day of _____, 2020.

CONTRACTOR (parent)

559 A Catlin Hollow Road
ADDRESS

DATE

RECOMMENDED FOR BOARD APPROVAL

SUPERINTENDENT

227 Nichols Street, Wellsboro, PA 16901
ADDRESS

DATE

FOR THE BOARD OF SCHOOL DIRECTORS OF WELLSBORO AREA SCHOOL DISTRICT

PRESIDENT

SECRETARY

227 Nichols Street, Wellsboro, PA 16901
ADDRESS

DATE