

WELLSBORO AREA SCHOOL DISTRICT
CONTRACT FOR THE TRANSPORTATION OF SCHOOL PUPILS
July 1, 2020 – June 30, 2024

This agreement entered into this 9th day of March, 2020, by and 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, **Benedict's Bus Service, LLC**, hereinafter referred to as the "Contractor," witnesseth:

I. GENERAL PROVISIONS

- A. This contract shall not be transferred except upon written approval of the Board. The District shall be notified in writing of a proposed change in management control or ownership. Within 60 days of receipt of such notification, the District shall respond to the Contractor in writing indicating the School Board's approval or rejection of the change and, if rejected, the reason for that decision. Change in management control or Ownership shall be contingent upon approval by the School 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.
- B. The Board shall adjust all matters arising out of this contract not specifically provided for therein.
- C. For the consideration hereinafter mentioned, the Contractor agrees to provide transportation for school pupils, to and from such points, along and over such routes, in accord with the adopted school year calendar, as designated by the Board or its Designee (Business Manager or Transportation Director), for the school years: 2020-21; 2021-22; 2022-23; 2023-24. After the fourth year 2023-24, there shall be two one-year options. The options can be entered into between the parties with mutual consent. For the options to be effective, the options must be entered into six months prior to the expiration of the then current term.
- D. The Board may modify, add, or eliminate a route(s) under the following criteria:
 - 1. Consolidation of routes of two or more different contractors; (route is defined as where a given bus is assigned to pick up students)
 - 2. Unsatisfactory performance of a contract by the contractor as determined by the sole discretion of the Board of Education;
 - 3. Additional routes as needed;
 - 4. Should an existing contractor decide to discontinue operation of one or more routes, he may assign the balance of any existing contract to another qualified contractor with the board's approval.

- E. Transportation upon the terms and conditions herein specified shall begin July 1, 2020.
- F. This contract shall end on June 30, 2024 unless terminated earlier for cause or by mutual consent of the parties hereto. The parties may enter into option years as described in Paragraph 1.C. hereinabove. Any violation of the terms of this contract may, at the option of the Board, operate as a cause for termination.
- G. All other transportation policies previously adopted by the Board shall remain in effect unless altered or changed as stated in this agreement.
- H. The following provisions of this agreement apply to all bus routes. The agreement may be renegotiated if the State alters its Formula to Determine Individual Vehicle Allowance (PDE-2517 form).

II. COMMUNICATION AND POLICY

- A. 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.
- B. Each contractor agrees to maintain reasonable office presence and two-way radio communication during normal bus operating periods (from the time leaving parking location to time returning).
- C. Each contractor will send a representative to the scene of any accident involving his/her vehicles.
- D. Each contractor agrees to submit written reports as may be required by the Board of Education and/or the Director of Transportation to satisfy local, State or Federal reporting requirements. Failure to submit required reports may result in withholding of payment due until such reports are submitted.
- E. The Contractor agrees to comply with and observe all provisions of the Pennsylvania Vehicle code and all other applicable laws including those specific to school buses (e.g. stopping at all railway crossings), and agrees to abide by the regulations set up in the Wellsboro Area School District Transportation Policy.

III. PAYMENT

A. Base Payment:

During the term of this Agreement, all annual bus payments shall be computed at State Formula with amendments as agreed hereon. The utilized passenger capacity needed for the State Formula will be determined the second week of school. The State Formula may be recalculated for each bus that changes its utilized passenger capacity by more than 5%. After computing the current yearly value of service by applying the Cost Index (as provided by PDE), the following additions will be made:

Year 20-21: 1%; Year 21-22: 1%; Year 22-23: 1%; Year 23-24: 1%

Effective with the beginning of the 2020/21 school year, The District agrees to pay a flat base rate for Bus #34 of \$ 200 per day. Future increases for this vehicle will not increase until such time that the state formula calculation derives a base payment that exceeds \$ 200 per day.

The District wishes to document its commitment to the Contractor to compensate the Contractor no less than \$ 100 per run, with the exception of Bus #37, during the term of this agreement. Bus #37 was mutually excluded due to the minimal variance between the calculated state formula and the \$100 per run difference.

B. Mileage Base:

The number of contract miles shall be computed according to current Regulations of the State Board of Education Chapter 23. For clarification, the State calculates based upon actual miles traveled each run. Therefore, mileage must be reported to actual parking locations. Parking locations must be approved by the Business Office, including changes mid-year. Contracted rates will be adjusted accordingly. New odometer readings must be submitted when a change is made. Variance in actual mileage per day due to factors such as location of maintenance facilities or additional mileage for garage inspections shall not alter the rate of pay.

C. Loss of Pay:

- (1) Inability to perform a bus run or provide suitable substitute to make a run shall result in prorated deduction of pay. Examples of circumstances constituting this inability are failure to pass inspection; damage to the bus rendering it unusable; no driver available. A run may be cancelled only with the District's authorization.

D. **Fuel Price Escalation:**

From time to time, there are severe fluctuations in the price of fuel. For this reason, the District agrees to the following provision to protect the Contractor from severe upswings in fuel price that are not accounted for in the State Formula. ~~The parties understand and accept that the State formula does adjust for fuel over time.~~ Nevertheless, the parties agree that for each seven cent (\$.07) increase (assumed 7 mpg) in the dyed (tax-free) price of gasoline and/or diesel fuel above the base price per gallon (shown below), the District will add an additional one cent (\$.01) per mile to the Contractor's payments. The payment above the base price, as defined herein, shall be based on the actual cost the Contractor paid above the base price. As soon as practical, the Contractor will provide the District with fuel delivery receipts and invoices in order to provide proof of purchase of tax-free fuel above base price. The Contractor covenants and agrees to purchase fuel at the cheapest price available.

The base price per gallon for the 2020-21 school year will be \$ 2.75. The parties agree that the base price will increase annually based on the Consumer Price Index for the term of this contract.

In the event the monthly base fuel price should fluctuate by more than 20% from the base fuel price stated above ~~September 1st cost per gallon of fuel,~~ the Contractor and the School District shall renegotiate the terms of the fuel clause of this contract. Any amendments made to the fuel price escalation will need to be mutually agreed upon.

E. **Payment Dates:**

Payments to the Bus Contractors shall be made according to the following schedule:

September 25	February 25
October 25	March 25
November 25	April 25
December 25	May 25
January 25	June 25 (Fuel)

In the event any of these dates falls on a holiday or weekend, the payment will be made on the last school day prior to the payment date. To allow time for processing, the District may make payments for year-end adjustments any time up to June 30 of the contract year.

- F. The School District reserves the right to examine and inspect without penalty and at all reasonable times, all Bus Contractor records as it relates to the stop charts, fuel receipts, school bus mileage log, driver records or pupil attendance records

and/or equipment to insure compliance herewith. The Bus Contractor shall provide the School District with mileage logs as requested.

IV. INSURANCE

- A. All Contractors must maintain and continue to carry a minimum of One Million Dollars (\$1,000,000.00 of liability insurance per person/occurrence and \$1,000,000 property damage) and list the Wellsboro Area School District as an additional insured throughout the term of this contract. A copy of each policy must be given to the District Transportation Director prior to the effective date of this contract and the beginning of each school year. This minimum limit shall be increased to State or Federal requirements if necessary.
- B. Hold Harmless: The Contractors agree to save, defend, indemnify and hold harmless the School District, its Directors, officers, employees and agents, their respective heirs, successors, administrators, and assign from and against any and all claims, suits, demands and costs, including attorneys' fees, arising out of or in any way connected with the operation, maintenance or fulfillment of this contract by the contractor, any and all bus drivers, and agents, servants or employees of the same unless such is caused by the sole negligence of the District.

V. DRIVER CREDENTIALS

- A. Every school bus 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 and possess all valid clearances as required by the Pennsylvania Department of Education for employment.
- B. 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 hire. 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.

- C. During the term of this agreement, bus driver meetings may be required, as necessary, by the District. Drivers are expected to attend scheduled meetings. The contractor is ultimately responsible for driver compliance of all law and policies. The District will provide training classrooms for driver training, including audiovisual equipment, subject to availability and administrative approval.
- D. The Contractor understand that due to school regulations, the Superintendent can remove a bus driver at any time related to misconduct or Department of Human Services imposition of a Safety Plan.

VI. ROUTES AND DELIVERY

- A. Bus routes and bus stops shall be determined by the Board and may be modified by the Board or its Designee. The operator shall not deviate from the designated route except by written consent of the Board or, in case of emergency, which shall be reported promptly to the Board's Designee. Any necessary adjustments shall be made to the pay formula based upon the day of change and shall be paid in the next pay period.
- B. The Board reserves the right to eliminate, and/or consolidate routes and make other day to day changes to routes during the term of this agreement in order to better serve the needs of the District and its students. Such changes will be made known to the contractor(s) as soon as reasonably possible.
- C. An operating time schedule shall be prepared by the Board or its Designee in cooperation with the Contractor. This schedule shall designate the time and place of all bus stops, both morning and evening, and shall be posted in the bus and at the school. The time schedule may be modified by the Board or its Designee but only after due notice has been given to parents and operator.
- D. Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road. No pupils shall be permitted to get on or off the bus 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 child who may have alighted therefrom shall have reached a place of safety.
- E. No person other than a school pupil shall be transported in a school vehicle except that a teacher or other school official may ride when designated by the BOARD or its Designee. Employees of Contractor shall be allowed to ride with an approved driver for the purpose of supervision and training. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school. Chaperones for events shall be allowed, and selected by the School District.

- F. Drivers are not required to wait if students are not at the loading zone at the designated time on the operating schedule. If a student(s) is observed making an effort to meet the vehicle, the vehicle driver shall wait for the student(s) then explain to the student(s) that they need to be on time or early.
- G. The school vehicle is considered an extension of the classroom and proper student behavior is expected (i.e. sitting in seats, keeping the aisle clear, using reasonable speaking volume, acting in a respectful manner toward the vehicle driver and other students). If behavior problems arise, the School District agrees to work with the Bus Contractor to address disciplinary issues. The Contractor understands that the School District is required to follow disciplinary procedures found in federal and state law
- H. Students may be denied the right to ride a school vehicle because of behavior problems, at the discretion of the building principal.
- I. Vehicle drivers are not permitted to use cell phones except in an emergency situation when:
 1. The bus is completely stopped, and when possible out of the flow of traffic.
 2. The radios are out of range.

VII. VEHICLES AND EQUIPMENT

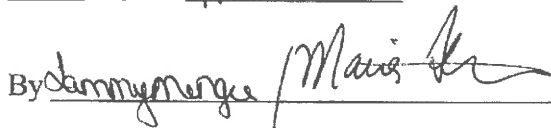
- A. The Contractor shall furnish vehicles which conform to the standards for School Transportation Vehicles approved by the Department of Traffic Safety of the Pennsylvania Dept. of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. School Buses and type A Vehicles 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.
- B. No Contractor in the Wellsboro Area School District can inspect his or her own buses nor can they inspect buses for any other contractor in the Wellsboro Area School District, nor can Contractors for the Wellsboro Area School District have their buses inspected by anyone who might have a conflict of interest in the Wellsboro Area School District or a conflict of interest in the Contractor's busing.
- C. 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".
- D. 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.

- E. New Vehicle Purchase: All new vehicles purchased for the purpose of transporting students during the life of this agreement must receive prior written approval from the Business Manager so that the District may recommend the purchase of vehicles which most appropriately meet the current needs of the District. If a contractor chooses to purchase a vehicle larger than approved by the Board, payment for that vehicle will be based on the Board's purchase recommendation. Buses must be four (4) years or newer when purchased. (Subtract the year of manufacture of the chassis from the calendar year in which the school term of usage ends.) The contractor and the Transportation Director shall review any new safety features available before purchasing replacement vehicles, for possible additions as determined by the Transportation Director.
- F. Should additional District, State, or Federally mandated safety features be required, including but not limited to seatbelts, fuel suppression systems, collision avoidance systems, electronic stability control or electronic data recorders, the parties will mutually agree upon how such expenses will be paid by the parties.

VIII. In the event the School District receives an adverse finding from the Auditor General, this contract will be opened up for renegotiation. The Contractor also understands that if the Commonwealth changes the law regarding bidding requirements for bus transportation, this agreement will be set aside and the proper bidding procedures will be used.

IN WITNESS WHEREOF, the parties to this agreement have hereto set their hands and seals this 9th day of March, 2020.

By  Benedict's Bus Service, LLC, Contractor
2166 Charleston Road, Wellsboro PA 16901 Address March 9, 2020 Date

RECOMMENDED FOR BOARD APPROVAL

_____ Dr. Brenda Freeman, Superintendent
227 Nichols Street, Wellsboro, PA 16901 Address _____ Date

FOR THE BOARD OF SCHOOL DIRECTORS OF WELLSBORO AREA SCHOOL DISTRICT

_____ Susan Judlin, President

_____ Laura Perry, Secretary to the Board

227 Nichols Street, Wellsboro, PA 16901 Address _____ Date