

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

THIS AGREEMENT ENTERED INTO THIS 6th DAY OF December 2022 BY AND BETWEEN THE BOARD OF

SCHOOL DIRECTORS OF THE WELLSBORO AREA SCHOOL DISTRICT HEREINAFTER REFERRED TO AS THE

BOARD, AND CORRELL TRANSPORT OF 85 NORTH MAIN STREET, MANSFIELD, PA 16933

HEREINAFTER REFERRED TO AS THE CONTRACTOR,

Special Needs pupil transportation will be provided upon the terms and conditions herein specified, in accordance with the annual approved school calendar, including the ESY calendar, and will begin August 24, 2022, and will terminate on July 31, 2023.

The BOARD shall first offer renewal of this contract to the above named CONTRACTOR before seeking alternative CONTRACTORS. In the event the BOARD and the CONTRACTOR cannot agree to terms of a contract renewal, the BOARD reserves the right to contract with other vendors.

- DAILY RATE:** For the 2022-23 school year the BOARD will pay the CONTRACTOR based on the rate chart below per day he/she transports the assigned pupil(s). It is understood that if a van becomes empty due to students withdrawing from school and/or alternate transportation occurs, the CONTRACTOR, will cease to be paid the daily rate for the van.

Van Number	Daily Payment
1	\$175.00
26	\$135.00
4	\$150.00
15	\$175.00
23	\$175.00
77	\$145.00
21	\$160.00
25	\$200.00

- EXTRACURRICULAR/FIELD TRIPS:** Assigned pupils may on occasion participate in extracurricular or field trips. In this event, the Contractor shall be paid \$2.82 per mile for all additional miles beyond the daily trip to school. If said field trip occurs on a day outside the regular school calendar, the Contractor shall be paid the daily rate of xxx plus \$2.82 per mile for all additional miles beyond the school site.

Contractors will receive nine dollars and sixty-three cents (\$9.63)/hour after an included three (3) hours in length for waiting time for driver. Three hours is automatically included in the cost listed on the Payment Schedule.

- VEHICLE AGE:** Vans must be within 10 years of age at the time of purchase.
- FUEL PRICE ESCALATION:** The parties agree that for each seven cents (\$.07) increase (assumed 7 mpg) in the dyed (tax free) price of gasoline and or diesel fuel above the base price per gallon (shown above), the district will add an additional one cent (\$.01) per mile to the Contractor's payments. The payment above the base price, 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 rate. The base rate for school year 2022-23 is \$2.97/gallon.

5. **INSURANCE:** The BOARD will have evidence that a pupil liability insurance policy of adequate coverage will be in effect for the duration of the contract. The CONTRACTOR agrees that prior to the effective date of this agreement, said Contractor will provide documentation proving liability insurance is held with an insurance company authorized by law to insure in Pennsylvania, in the amount of \$ 1,000,000.00 combined single limit. The policy shall name the WELLSBORO Area School District hold harmless and as an additional insured.

It is understood and agreed to by both parties hereto that the CONTRACTOR and its drivers and employees, while engaged in carrying out and complying with any of the terms and conditions of the contract, are INDEPENDENT CONTRACTORS and is-not an officer, agent or employee of the aforesaid school district.

6. **REPORTS:** The CONTRACTOR agrees to furnish such reports as may be required by the BOARD or its designated representatives, including but not limited to the following:
- Odometer readings three (3) times per school year
 - Mileage reports monthly
 - Student roster updates as requested
7. **VEHICLES:** The CONTRACTOR will furnish vehicles which meet the special needs of the assigned pupils as confirmed by school administration and 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. School Buses and Type A vehicles will meet the minimum standards of the Bureau of Traffic Safety and will pass annual inspection by the Pennsylvania state Police during the month of August. Type B and C school vehicles will conform to the minimum standards of the Bureau of Traffic Safety. All vehicles will conform to the provision of the laws of the Commonwealth, and will be in good mechanical and sanitary condition.

Pre-Trip: All vehicles shall be inspected by contractor/driver on a daily basis for defects (mandatory federal and/or state pre-trip inspections) and remedy any defects before using said vehicle.

STATE LAW: The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.

8. **VEHICLE and BUS DRIVERS:**

Every vehicle and school bus driver will meet all the regulations of the Bureau of Traffic Safety of the Pennsylvania Department 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 will have passed periodically administered physical examinations required by either the Public Utility Commission, the Interstate Commerce or the Department of Transportation. All vehicle and bus drivers will be approved by the Board prior to transporting students and annually. When necessary, the Superintendent may temporarily approve drivers until the next scheduled business meeting. Copies of the following documents will be provided to the Board's representative prior to approval, annually and upon expiration:

- PA CDL Driver's License for school bus drivers and PA Driver's License for regular vehicle drivers
- PA School Bus Driver Endorsement/Recertification Card for school bus drivers
- PA School Bus Driver Physical Examination Certificate for school bus drivers
- PA required Clearances and PDE 6004 Arrest/Conviction Form
- Proof of Child Abuse Training as required by the State

Contractor will comply with and ensure that all drivers comply with Board Policies #810 Transportation and #810.1 Drug/Alcohol Testing – Covered Drivers. These policies relate to the bus driver's responsibility for discipline of students while they are being transported, compliance with all PA State laws regarding Child Protective Services and school vehicle transportation, and the Board's prohibition of bus drivers from consuming alcohol or controlled substances while operating a school bus or school vehicle or otherwise on duty. The Board prohibits drivers from reporting for duty, driving, operating or being in the actual physical control of the movement of a school bus or school vehicle after consuming alcohol or a controlled substance within the previous eight (8) hours.

It is understood that the BOARD's designee may run a PA State DMV check on the licenses of any and all driver's annually and at any time deemed appropriate.

The Contractor and all vehicle and bus drivers agree to meet with school administration prior to the beginning of each school year to review and discuss rules, expectations and procedures relative to vehicle and school bus operations. Additional meetings may be requested by contractor, bus driver or school administration as the need arises.

9. **STUDENTS:** The school bus/vehicle driver shall be responsible to maintain order while students are being transported. The school bus/vehicle driver shall report all incidents, including, but not limited to, discipline problems, medical problems, bullying/harassment, safety issues, accidents or injuries, and violations of Pennsylvania's School Bus Stopping Law to the Business Manager as soon as practicable. A bus conduct form should be completed by the driver and provided to the principal's office within 24 hours of any disciplinary incident. The principal will return a copy of the report including the disposition of the incident when his/her investigation and meetings are complete. If school is closed the day after the incident, it shall be reported the day school reopens. The building principal may suspend a student from bus transportation for disciplinary reasons, and the parents/guardians shall be responsible for the student's transportation.

The contractor and drivers shall ensure to always maintain the strictest confidentiality regarding any and all student information and records. Student matters shall only be discussed with the contractor and school district employees who have a bona fide need to know for student transportation reasons.

10. **ROUTES and STOPS:** Bus routes and bus stops will be determined by the BOARD or designated representative and may be modified by the BOARD as occasion demands. Once the school year begins, the per diem rate will not be reduced from the original sum during the term of that school year. The operator will not deviate from the designated route except by written consent of the BOARD or, in the case of an emergency, which will be reported promptly to the Board's designated representative. The BOARD will make any contract affecting route adjustments for the upcoming school year by May 1 to allow contractors time to make equipment decisions based on enrollment numbers.

An operating time schedule will be prepared by the BOARD in cooperation with the CONTRACTOR. This schedule will designate the time and place of all bus stops, both morning and evening, and will be available on the bus for the designated bus driver. The time schedule may be modified by the BOARD as occasion demands but only after due notice has been given to parents/guardians and operator.

Pupils will be taken on and discharged from the vehicle/bus only at the designated stops and at extreme right of the road. No pupils will be permitted to get on or off the vehicle/bus while it is in motion. No vehicle/school bus operator will 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 will have reached a place of safety.

11. **PASSENGERS:**—While engaged in transportation of pupils, no person other than a school pupil will be transported in a school vehicle except school personnel authorized by the Business Manager or Superintendent. Nothing except passengers and their belongings will be transported in the school vehicle while it is engaged in transporting pupils to and from school.

A school bus, including TYPE A vehicles will not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker." All other public conveyances when transporting school children under contract will provide adequate seating for each student with no standees permitted.

12. **VIDEO RECORDING/CAMERAS:** Starting with the 2022/23 school year, contractor will allow installation of video recording devices/cameras on each vehicle/bus for the purpose of safety and security of passengers and the driver. Number of cameras, location and appropriate signage will be determined by the District in cooperation with the contractor. The contractor and all drivers agree to participate in any trainings, if any, and utilize equipment as directed by school officials. No third party will be permitted to review and/or use the digital recordings without the express written consent of the Superintendent or court order requiring same. The equipment may be capable of recording video, audio and GPS location, the usage of which will be determined by the Superintendent or designee.
13. **RAILWAYS:** The vehicle will come to a complete stop immediately before traversing railway or trolley grade crossings and will make a complete stop at all highway intersections protected by a "stop" sign.
14. **SPEED:** The speed of a vehicle will at all times be consistent with the safety of the passengers and will at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Pennsylvania Department of Transportation, as promulgated from the Vehicle Code.
15. **TRANSFER/SUBSTITUTE VEHICLES:** This contract will not be transferred. Another vehicle/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. The contractor will notify the Administration when a substitute vehicle is used.
16. **EMERGENCIES and ACCIDENTS:** The contractor will immediately report any and all vehicle accidents and emergencies while en route to pick-up students, while transporting students and while completing the route after students have disembarked. On-board accidents and emergencies involving students must also be reported to school administration immediately. The state required and other requested written reports will also be filed with the Board's designee.
17. **SCHOOL TEMPORARY OR PERMANENT CLOSURE:** The school district could be closed, forced to be closed or move to remote learning by the state or federal government or the School Board for emergencies, pandemics, other public health concerns, or other unforeseen and unavoidable causes. If this occurs and the District cannot, for any number of reasons as determined by the District, reopen school during a particular school year for in person learning, the Board reserves the right to reduce or cancel this contract or pay less than 180 days of transportation in any given school year if the Contractor did not transport students for 180 days. Such decisions shall consider state directives and related transportation subsidies.
18. Any violation of the terms of this contract may, at the option of the BOARD, operate as a cause for termination.
19. The BOARD shall adjust all matters arising out of this contract not specifically provided therein.

IN WITNESS WHEREOF, the parties above named hereto set their hands and seals this 8th day of November, Two Thousand and Twenty Two.

By: _____ Contractor

_____ Address

Signature: _____

Date: _____

WELLSBORO Area School District
227 Nichols Street
WELLSBORO, PA 16922

Christopher Gastrock
Board President

Alanna R. Huck
Superintendent

Date: _____