

AGREEMENT

THIS AGREEMENT and between **NILES TRANSPORTATION**, with a business address of 13238 US-6, Mansfield, PA 16933 (hereinafter referred to as "Bus Contractor")

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WELLSBORO AREA SCHOOL DISTRICT, with administrative offices located at 227 Nichols Street, Wellsboro, Pennsylvania, 16901 (hereinafter referred to as "School District").

WITNESSETH

WHEREAS, WELLSBORO AREA SCHOOL DISTRICT requested proposals for contracted school bus transportation; and

WHEREAS, several companies expressed interest and submitted proposals for the School District's contracted bus services; and

WHEREAS, upon meeting all requirements of the bid specifications, and agreeing to the terms and conditions contained therein, Benedicts Bus Service through its owner/operators (whose name would you like to appear here); and

WHEREAS, WELLSBORO AREA SCHOOL DISTRICT and Richard Niles through his company, Niles Transportation , would like to memorialize the agreement in writing, and in accordance herewith.

NOW, THEREFORE, the parties to this Agreement, in consideration of mutual covenants and promises contained herein, and all intending to be bound hereby agree as follows:

IN WITNESS WHEREOF, the parties have undersigned their hands and seals the day and date first above written.

Wellsboro Area School District

By: _____

(Vice) President

Secretary

Niles Transportation

By: _____

Owner/Operator

CONTRACT SERVICES FOR STUDENT TRANSPORTATION:

1) MANAGEMENT OF EMPLOYEES

Personnel furnished by the contractor to perform the functions specified in the contract shall be employees of the contractor. The contractor shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance, and any other tax relating to the employment of such employees. The contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the contract.

2) SUPERVISION

a) The contractor agrees to furnish such reports as may be required and at the times designated by the District or its designated representative. The Contractor agrees to provide the Transportation Director or designee with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract prior to the opening of school, or whenever new drivers are used, i.e., but not limited to valid school bus driver licenses, physical examination cards, and criminal background checks.

b) The contractor is responsible for the behavior and actions of their employees, particularly with regard to adherence to the transportation policies and regulations of the 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 violations of policies and/or regulations may, at the option of the District, operate as cause for the termination of a contract for the transportation of school pupils.

c) The contractor agrees to obtain directions to destinations for field trips and athletic/band trips at least 24 hours before the scheduled departure.

3) DRIVERS

It is the intention of the District to contract for the transportation of public, parochial, private, charter and special needs school students on each school day. The contractor will be responsible for providing drivers, for managing drivers, and furnishing the required number of drivers to transport students to and from school on a daily basis and for assigned athletic/ band trips and field trips.

a) Every school bus driver provided by the contractor shall meet all regulations, presently in existence or implemented over the term of this contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.

b) Drivers will have physical examinations provided at the expense of the driver or contractor.

c) A mandatory drug testing and approved random testing program, as specified by state and federal laws, are required to be performed by a District approved company at the expense of the contractor. Contractors are responsible to comply with all federal laws, state laws, local laws, and District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the WELLSBORO Area School District.

d) The contractor agrees to submit a list of certified drivers by August 1st of each year and shall be updated in writing as may be necessary from time to time. All drivers must be approved by the District before they are permitted to transport students.

At the onset of this Agreement, prior to the start of any new or additional drivers and at such other times as is required by law or District policy, the Contractor shall furnish the District with proper Certification for all drivers. Photocopies shall be provided for the following:

1. CDL or Class C Drivers License
2. CDL Endorsement Card, if applicable
3. Bus or Van Driver Physical Examination Form
4. DL-713 Certificate of Completion for a New Driver, if applicable
5. DL-714 Training Report Form, if applicable
6. DL-742 Medical Card, if applicable
7. DL-503, Motor Vehicle Report
8. ACT 34, Pennsylvania State Police Criminal Record Check
9. ACT 151, Child Abuse Clearance
10. ACT 114, FBI Fingerprint Report
11. Act 24, PDE Form 6004, Arrest/Conviction Report & Certification Form

- e) Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the School District that the rate of driver turnover be minimal.
- f) The contractor will comply with a request by the School District to remove any school bus driver who, in the School District's opinion, is not qualified to operate a school bus or cannot properly control students.

All credentials must be on file with the district before drivers are allowed to transport students. If a driver operates a vehicle without proper District certification and/or PDE clearances, the Contractor will pay a fine of \$250 per instance to the District.

The Contractor and the District will conduct a minimum of (9) monthly mandatory safety meetings with drivers, throughout the school year to review and promote safety procedures. The Contractor and District will provide in writing with the location, date, time and subject(s) to be discussed before each meeting. A mutually agreed upon time between the Contractor and District will be used to set the dates and times. Virtual or online meetings may be provided by the District to allow bus drivers to have the same training as school district staff as it relates to the transportation of students (i.e. homeless trainings, mandated reporter, crisis intervention, etc.)

4) **LICENSES**

The contractor and its employees shall acquire and maintain valid permits and licenses required by law. All costs and fees for such license shall be the sole responsibility of the contractor and/or the drivers under its employ.

5) **VEHICLES PROVIDED**

- a) School buses and all other vehicles used in the performance of the contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. School buses, Type I and II vehicles, shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania Officials during the summer months. Cars, vans and Type III school mini-vans shall conform to the standards of the Bureau of Traffic Safety. All vehicles shall conform to the provision of the laws of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.
- b) The contractor is to provide sufficient spare buses as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles. The contractor will also supply a reasonable number of additional buses to provide for special services, such as athletic/ band trips and field trips.

- c) The contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and vans utilized under the contract at its own cost.
- d) The contractor shall ensure that the interior and exterior of the buses are clean and free of major defects because the appearance of the buses is a reflection on the District. The contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe bus be used to transport students. The contractor will keep on file the completed inspection sheets and submit copies of the sheets on demand to officials of the District.
- e) The District retains the right to inspect the school buses and all other vehicles to insure safety compliance.
- f) All school buses assigned to regular daily routes by the bidder pursuant to the contract shall be no older than ten (10) years with the average fleet age not to exceed six (6) years at any time. All vans to be utilized by the successful bidder for the performance of the contract shall be no older than ten (10) years from the date of manufacture. Buses older than ten (10) years may be retained for use as spare buses, if designated as such at the start of the school year and if laws and regulations allow, but shall not exceed sixteen (16) years. Daily use of spare buses will be kept to a minimum and the District notified in writing when this occurs.
- g) It is understood and agreed to by both parties that the contractor when engaged in one or two hour delays for the start of classes will use the extra time to prepare the vehicles for service. School bus engines will be started earlier and left running so that alternate vehicles can be used in the case of failed starts. In subzero weather during delayed opening, contractors will do short test runs to be sure that their vehicles can complete their routes.

6) **SAFETY PRECAUTIONS**

The Contractor shall require all drivers to comply with the following safety precautions:

- a) All traffic regulations must be observed at all times.
- b) Each driver is expected to remain with the bus at all times whether at a school building or on the route.
- c) 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, PA Department of Transportation, as promulgated from the Vehicle Code, or a reasonable speed for road conditions. It shall be the duty of each driver to operate the bus at a reasonable rate of speed at all times.
- d) Each driver shall use the greatest care to guard the children, prevent overcrowding and maintain order in the bus at all times. Any child refusing to obey the driver shall be reported to the school administration using the bus misconduct forms provided by the School District.
- e) All children riding on the buses must be transported to their designated stops.
- f) No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on the "Approved School Bus Sticker." All other public conveyances, when transporting school children under contract, shall provide adequate seating for each student with no standees permitted.
- g) Use of tobacco, drugs or alcoholic beverages in the buses or on school property is prohibited at all times. Contractors will enforce WELLSBORO Area School District policies including the requirement that there is no smoking allowed at any time on school buses used in the School District.

- h) In the event the District would institute any additional safety standards for the transportation of students, the successful contractor agrees to install and/or implement such safety enhancements. Any additional costs will be the responsibility of the District.

7) **FUEL**

Fuel allowance for the term of the contract: the Contractor shall be solely responsible for the cost of fuel up to four dollars (\$4.00) per gallon. When the price of "tax-free" fuel exceeds five dollars and fifty cents (\$5.50) per gallon, 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 the base price. The Contractor covenants and agrees to purchase fuel at the cheapest price available.

8) **BUS ROUTES AND BUS STOPS**

- a) Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time. All bus stops must be approved by the District prior to utilization.
- b) Bus routes and bus stops shall be prepared by the District. The contractor shall not deviate from the designated routes or stops except by prior written consent of the District or in an emergency.
- c) An operating time schedule for each building shall be provided by the District. These schedules shall be carried in the bus. The time schedule may be modified by the District as the occasion demands, but only after due notice has been given to parents and contractor. The District reserves the right to change bus routes or eliminate bus runs based on actual ridership prior to August 1st of each school year for the duration of this contract.
- d) The District will be responsible for providing the annual communication of bus routes and schedules to the Bus Company.
- e) In the case of an emergency, any deviation of established routes shall be reported promptly to the District's Transportation Director or designee.

9) **TWO-WAY RADIOS**

All vehicles shall be equipped with two-way radios at the expense of the District. If additional or replacement radios are needed, District will provide them. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract. The bases provided by the District must be used to communicate with the District. Contractor shall use the radio call names for communication with the district as provided by the District.

10) **SURVEILLANCE SYSTEMS**

All buses that have a rated capacity of forty-eight (48) passengers or greater, including spares, will be equipped with a permanent digital surveillance system. All costs to install and maintain the permanent digital surveillance system shall be at the expense of the District. Footage shall be maintained to the maximum capacity of the Digital Surveillance System. Any footage of interest shall be provided to the District upon request.

11) **OTHER COMMUNICATION DEVICES**

The District reserves the right to require the use of other communication devices including but not limited to GPS devices, cell phones and other tracking or communication systems. Any required devices will be purchased by

the District. The District will provide installation of said devices. Contractor shall not remove other communication devices without approval of the District.

12) PUPIL SUPERVISION

- a) The District delegates to the contractor the necessary authority to supervise and control students on buses and vans in accordance with District rules. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Bus misconduct reports must be completed by the driver and given to the student's building administrator who will have the ultimate responsibility of final discipline.
- b) The contractor will utilize video monitoring equipment as a means to supervise bus students and to augment the written student misconduct.
- c) Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road or other location as designated by the District. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus, or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania to proceed, until after each child on the vehicle has been safely seated, or when exiting, has reached a place of safety.
- d) No person other than a school pupil shall be transported in a school vehicle except in an emergency or when designated by the Superintendent or his designee. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school. For driver training or disciplinary purposes, any owner of the Contractor Company may ride the busses as long as all clearances are up to date.

13) STUDENTS WITH SPECIAL NEEDS

Drivers assigned to transport disabled, special education, and early intervention program students shall be given special training concerning the techniques of handling such children. The district will provide the training at the beginning of each school year with no cost to the contractor. However, the contractor will be responsible for compensating its employees in attendance. If the contractor requires an additional class during the school year because of employee changes, the contractor will reimburse the district for the instructor(s) and material needed for the additional class. The Contractor may be required to provide an aide for each special needs route as determined by the District.

The Board reserves the right to revise any and all routes to suit the educational program at anytime and such revisions shall be deemed an ordinary part of the contract.

14) RIGHT TO CONTRACT WITH OTHERS

The District reserves the right to contract with parents, guardians, and others for the transportation of pupils.

15) SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

The Superintendent, or designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The contractor agrees to advise the District of road conditions when requested. The contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

16) REGULATIONS AND COMPLIANCE

The contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all federal laws and the policies, rules and regulations of the District.

17) INDEPENDENT CONTRACTOR

It is understood that the contractor is an independent contractor and not an officer, agent or employee of the District while engaged in carrying out and complying with any of the terms and conditions of the contract.

18) NON-TRANSFERABLE CONTRACT

The contract shall not be transferred, subcontracted or assigned without the prior approval of the Board and the written consent of the District.

19) TERM of AGREEMENT

- a) The District is interested in awarding a contract with a three (3) year term with an option by the District to extend the contract for additional years. The contract will commence as soon as possible after July 1, 2024.
- b) The transportation provided shall be performed in compliance with the terms and conditions of this Agreement and its attached Schedules and shall commence on the first day of classes as stipulated by the Board and shall run each day that students are scheduled in school per the approved school calendar.

20) FORFEITURE

- a) If the contractor, at any time during the period of this contract, fails to perform satisfactorily, or fails to furnish safe and adequate equipment or personnel, or otherwise fails to comply with any of the terms of this contract, the district may cancel this contract and procure services elsewhere upon a fifteen (15) calendar day written notice to the contractor. Prior to providing the contractor with a fifteen (15) calendar day written notice of termination, the district agrees to provide the contractor with a reasonable opportunity to correct any service or contract deficiency. The term "reasonable opportunity" shall be interpreted as meaning that the contractor will have no more than ten (10) working days in which to correct the service or contract deficiency.
- b) If the contractor fails under the provisions of proposal and contract, the contractor shall not be paid. In the event the Contractor should be unable to obtain such transportation services elsewhere, or in lieu thereof at the option of the District, the contractor shall pay to the District five hundred dollars (\$500.00) per day until the Contractor resumes regular service.

21) PAYMENT

The District agrees to pay the contractor on a monthly basis for ten (10) months a year at one-tenth (1/10) the yearly base-service cost for the months of September through June of each school year. The date of payment will be made on the 25th of each month. Contractors shall invoice for the monthly scheduled payment and any adjustments to the base contract on a monthly basis and include all supportive data. Supplementary trips will be invoiced and paid separately based upon the timeliness of invoices submitted by the contractor. Payment for those trips will be separate and should be included with all invoices prior to the 20th of each month. All invoices must be submitted to the business office. All invoices for the school year must be received by June 20th of that school year. Supplementary bills not submitted by that date shall be paid at the discretion of the District.

22) INSURANCE

- a) During the term of the agreement, the Contractor will maintain automobile, general and umbrella liability insurance covering all operations, locations, vehicles and employees used in the performance of this service. The District shall be named as an additional insured under these policies. The required limits of insurance are as follows:

Automobile Liability -	\$ 1,000,000
General Liability -	\$ 1,000,000
Umbrella Liability -	\$10,000,000
Worker's Compensation -	Statutory Limit

- b) The insurance coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Transportation Director or designee annually. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.
- c) Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the contractor on District business, so as to handle potential problems on a timely basis in the best interest of both parties.

25) INDEMNIFICATION

The contractor shall defend, indemnify and hold harmless the District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the contractor, its agents or employees, in the performance of the contract and further agrees to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the District representatives with respect to the performance of the contract.

26) DISCRIMINATION PROHIBITED

Discrimination Prohibited – According to Section 62, Pa. C. S. A. § 3701, the contractor agrees that:

- a) In the hiring of employees for the performance of work under this contract, no contractor, or any 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. No contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of gender, race, creed or color.
- b) This contract may be cancelled or terminated by the District and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of the contract.

27) HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania 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 agrees to comply with the provisions of the Act as amended that is made part of this specification.

28) AWARD

The District will not be required to make an award entirely on the basis of the lowest bid and reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interests of the District. In the event such modifications are unacceptable to the contractor, such contractor shall be released from any obligation to the District. The District shall consider all matters arising out of this contract not specifically provided for therein.

29) ATHLETIC & EXTRA-CURRICULAR RUNS

Throughout the school year, buses are needed to transport students to athletic events, band competitions, co-curricular field trips, and so on. Bus runs for athletic and band events are scheduled in advance by District

Administrators as soon as the season's schedule is prepared and finalized. These runs are in addition to the Daily Runs and shall be billed separately as determined by the established rates of the successful bidder.

30) RIGHT TO KNOW

District is a "Local Agency" subject to the provisions of Act 3 of 2008. Contractor agrees that should Contractor possess a Record as defined by the Act, Contractor shall provide a copy of the Record to the District within ten (10) days of a request by the District. This obligation shall not be terminated or affected by any modification, extension, renewal or termination of this agreement.

**WELLSBORO AREA SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION**

COST BREAKDOWN OF "DAILY RUNS":

	YEAR 1 (2024-2025)	YEAR 2 (2025-2026)	YEAR 3 (2026-2027)
<u>72 PASSENGER BUS</u>			
DAILY RATE PER MILE	\$ <u>4.50</u>	\$ <u>4.77</u>	\$ <u>5.06</u>
EXCESS MILEAGE RATE	\$ <u>4.50</u>	\$ <u>4.77</u>	\$ <u>5.06</u>
ANY AM/PM OVER _____ MILES			
MINIMUM TRIP RATE	\$ <u>200.00</u>	\$ <u>212.00</u>	\$ <u>224.72</u>
<u>7-9 PASSENGER NON-CDL VAN</u>			
DAILY RATE PER MILE	\$ _____	\$ _____	\$ _____
EXCESS MILEAGE RATE	\$ _____	\$ _____	\$ _____
ANY AM/PM OVER _____ MILES			
MINIMUM TRIP RATE	\$ _____	\$ _____	\$ _____

**WELLSBORO AREA SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION**

COSTS FOR ATHLETIC / BAND TRIPS, AND FIELD TRIPS:

	YEAR 1 (2024-2025)	YEAR 2 (2025-2026)	YEAR 3 (2026-2027)
Hourly Drive Rate	\$ <u>18.00</u>	\$ <u>19.08</u>	\$ <u>20.23</u>
Hourly Non-Drive Rate	\$ <u>18.00</u>	\$ <u>19.08</u>	\$ <u>20.23</u>
Bus Mileage Rate (48-72 Passenger)	\$ <u>3.02</u>	\$ <u>3.21</u>	\$ <u>3.41</u>
Minimum Trip Rate	\$ <u>179.43</u>	\$ <u>190.20</u>	\$ <u>201.62</u>
Van Mileage Rate (7-9 Passenger)	\$ _____	\$ _____	\$ _____
Minimum Trip Rate	\$ _____	\$ _____	\$ _____