

ATTACHMENT #11 - August 20, 2024

WARWICK SCHOOL DISTRICT
301 WEST ORANGE STREET
LITITZ, PA 17543

CONTRACT for the TRANSPORTATION OF SCHOOL DISTRICT PUPILS

This Agreement, entered into this **20th day of August 2024** by and between: **THE BOARD OF SCHOOL DIRECTORS OF THE WARWICK SCHOOL DISTRICT**, of Lancaster County, Pennsylvania (hereinafter referred to as the "District" or "Board") and

Faithful Transportation of 349 W. Main St. Suite 101, Leola, PA 17540 (hereinafter referred to as the "Contractor");

WITNESSETH:

1. For the consideration set forth in this Agreement and intending to be legally bound hereby, Contractor agrees to provide transportation, equipped with video, audio, and GPS capabilities for each vehicle with the cooperation of the District, for District pupils who shall be designated by the District, to and from such points, along and over such routes, and at time set forth in the schedule attached hereto and made a part hereof for the school year **2024-25**.

2. The Board shall pay Contractor the calculation of:

\$184.75 per diem for each seven passenger van, \$200.60 per diem for each ten passenger van, \$211.15 per diem for each wheelchair van, and \$19.27 per hour per aide on each vehicle each day contractor transports said pupils, in which Contractor will invoice the District at the beginning of the month for services provided in the prior month. This per diem shall not be changed except by consent of both parties, and no party shall be obligated to so consent for any reason. Notwithstanding, however, District and Contractor specifically acknowledge and agree that the rates set forth in this Paragraph 2 will change by the CPI percentage as determined by the Pennsylvania Department of Education Pupil Transportation Cost Index in each subsequent fiscal year and may be renegotiated for any subsequent fiscal year of the term of this Agreement (i.e. July 1 - June 30). Both District and Contractor agree to engage in good faith in any such rate renegotiations, upon the request of the other Party, with the intent for this Agreement to continue for the duration of the Term set forth herein.

3. Transportation upon the terms and conditions herein specified inclusive and in accordance with the attached schedule shall begin: **August 21, 2024**.

4. This contract shall terminate on or before **June 30, 2025**, unless terminated earlier as set out hereinafter in paragraph 28 or by mutual consent of the parties hereto.

5. Prior to the effective date of this contract, Contractor shall supply to the Board evidence of liability insurance with respect to the services to be performed under this Agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence. Such insurance shall name the Warwick School District as an additional insured and shall provide that it is not cancelable except upon sixty (60) days prior written notice to the Warwick School District. Contractor's liability insurance shall be primary to any other insurance applicable to the District and the Contractor's liability insurance shall be responsible for defending the District. Contractor shall furnish the District with a certificate of insurance upon each renewal and prior to the start of each new school year. This is the responsibility of Contractor and not the duty of the District.
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6. Contractor shall also provide proof of Workers Compensation Insurance to the District or sign a Hold Harmless clause that states the Warwick School District is not Contractor's employer and is not responsible for any salaries, benefits or Workers Compensation coverage.

7. Risk of loss with respect to any Contractor vehicle or property shall be and remain, at all times, with Contractor. Contractor shall be responsible for maintaining adequate insurance coverage for any and all casualty and/or loss. Contractor hereby releases Warwick School District from any and all claims, costs, losses, damages and liabilities arising, in any way, under or with respect to Contractor's vehicles or property in connection with performance of this Agreement.

8. Contractor agrees by August 31 of each school year of this agreement and monthly thereafter to furnish such information as may be required by the Board or its designated representatives. Contractor must provide a list of drivers and any employee that may perform the duties of the driver. Such information shall include, but shall not be limited to, a list of all drivers to be employed under the terms of this contract. The list shall contain each driver's Name, Address, Date of Birth, Operator's License Number, Social Security Number and Employment Date. Such list of drivers shall require approval by the Board. The Board will assume any person not submitted on Contractor's list is no longer an employee of Contractor. Only those drivers who are disclosed to the Board in this manner shall be permitted to operate the Contractor's vehicle(s) while occupied by District students.

9. Any driver found guilty of a violation under the PA Vehicle Code (Title 75) with students on the vehicle will be immediately removed as an approved driver for the District. The Board reserves the right to determine if a driver is acceptable or unacceptable based on information received from records, tests and/or complaints. Contractor agrees upon notice from the Board or its representative to immediately remove that driver from further duties for the District.

10. Contractor must submit to the District for each prospective employee the following documents: ACT 34 – "Pennsylvania State Police Criminal History Check" (out-of-state residents must provide a FBI check), an Act 114 – Federal Fingerprint Clearance, an ACT 151 – Pennsylvania Child Abuse History Clearance, and a valid physical exam on the forms provided by the District prior to transporting any child for the District. All contractors and drivers are subject to Board approval.

11. Each person employed by Contractor including Contractor must report to the District immediately any type of allegations, violations, summary offence or conviction of the PA Crimes Code, PA Vehicle Code or any Federal or State Statues including local laws and ordinances. Contractor must annually inform drivers of this requirement and provide proof to the District Transportation Coordinator that it was done. This may be done on the same form that the District uses for its staff.

12. Every driver shall meet all of 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. Such drivers shall have passed annually administered physical examinations as required by either, the Public Safety Commission, the Interstate Commerce Commission, the Department of Transportation, or the District. Each driver shall possess a license commensurate to the vehicle they are driving.

13. Contractor agrees to ensure that every school van driver shall possess the appropriate Driver License as issued by the Pennsylvania Department of Transportation. Additionally, the contractor must comply with the Controlled Substances and Alcohol Use and Testing, 59 Fed. Reg. 7484 pertaining to drug and alcohol testing for their licensed van drivers.

14. When determined to be necessary to meet an individual student's needs, at the sole discretion of the District, the District may assign an aide employed by the Board to assist students during transport. The physical, emotional and behavioral problems associated with children who may be transported by Contractor make it essential that the conduct of drivers in their relationship to student passengers and employees of the Board must at all times be subject to the approval review of the Board. Accordingly, the Board reserves the right at any time to determine unilaterally that the conduct of a driver is unacceptable, and when such a determination is made Contractor shall be bound by that determination and the driver shall be immediately relieved of any further driving responsibilities for the District. Pending Board action, the Superintendent or his/her designated representative is authorized to act for the Board in disapproving a driver. Such action shall be effective on the date of such disapproval and shall be binding upon the parties to this Agreement unless modified by the Board at its next regular meeting.

15. 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. School vans and Type A vehicles shall at all times meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police during the month of August. Type B and C school vehicles shall at all times conform to the minimum standards of the Bureau of Traffic Safety. All vehicles shall at all times conform to the provisions of the laws of the Commonwealth, and shall be in good mechanical and sanitary conditions. The average age of vehicles provided by the Contractor for use at the District shall be under six (6) years of age. Failure to meet the average age requirement will result in the Contractor compensating the District in the amount equal to the lost subsidy revenue that would have been received by the District from the Pennsylvania Department of Education.

16. Contractor agrees to comply with and observe all applicable provisions of the Pennsylvania Vehicle Code and all other regulations for transportation of school pupils in Pennsylvania.

17. Notwithstanding any of the other terms of this Agreement, the Board has the power to determine the number of days that transportation shall be furnished and the further power to establish, and where necessary, alter the van schedules, mileage and routes. When the same vehicle is serving more than one school, the District shall make a reasonable effort to reconcile the school calendars and schedules of the schools served, but the decision of the Board with respect to the days on which transportation shall be furnished and the schedules and routes for transportation shall be binding upon the Contractor. The Board and Contractor shall make a good faith effort to determine, in advance, the number of days during which transportation will actually be required, but if the Board finds it necessary to increase or decrease the number of days, Contractor shall be bound by the Board's decision.

18. Van routes and van stops shall be determined by the Contractor in cooperation with the Board and may be modified by the Contractor in cooperation with the Board as occasion demands. The operator shall not deviate from the designated route except by written consent of the Contractor in cooperation with the Board or for emergency. (Any emergency shall be reported immediately to the District's Transportation Coordinator.)

19. An operating time schedule shall be prepared by the Contractor in cooperation with the Board. This schedule shall designate the time and place of all van stops, both morning and evening, and shall be carried in the van and at the school. The vans shall adhere to the scheduled time to the fullest extent from any designated stop with due regard to weather and road conditions. The time schedule may be modified by the Contractor in cooperation with the Board as occasion demands, but only after due notice has been given to parents and operators.

20. Contractor shall be responsible for instructing van drivers in the correct and lawful method of making van stops, traversing railroad crossings, and all other safe driving practices. Additionally, Contractor shall be responsible for instructing van drivers concerning compliance with the vehicle capacity laws. Additional driver training should include soft skills, such as how to communicate with students, appropriate communication with families, and when to notify the school if there is a concern or suggestion of any sort. Additionally, safety training should include van safety, student safety, and overall best practice procedures to keep all students safe when they are being transported. The Contractor should include detailed descriptions of their driver training program, including the safety training the drivers participate in. The Contractor should document who was given all of the trainings and when that occurred throughout the life of the contract.

21. The Board reserves the right to stipulate the type of fuel to be used by the Contractor in providing transportation during the term of this Agreement. The Contractor shall furnish a separate invoice for all fuel purchases verifying gallons of fuel consumed in vehicles providing pupil transportation with additional verification that the state tax was or was not paid as per Liquid Fuels Tax Act.

22. Except to the extent of recovery pursuant to any insurance coverages provided by contractor required by this Agreement, Contractor agrees to indemnify and save harmless the Board from and against the following:

A. All claims brought against the Board and all liabilities incurred by the Board for or on account of bodily injury, civil liability, including civil rights liability, and/or property damage in any manner caused by, and incidental to or growing out of any act or omission of any act or omission of contractor or contractor's employees or agents arising out of the maintenance, use or operation of the van, the provision of services under this Agreement, or out of the conduct of contractor's business;

B. Of any loss or damage to property of the Board or of any students in possession of Contractor or Contractor's agents, servants or employees;

C. Any and all claims brought against the Board and liabilities incurred by the Board arising out of Contractor's relationship with Contractor's employees whether under the industrial accident laws, worker's compensation laws, or any other federal, state or municipal laws, rules, regulations and orders applicable to the relationship between employers and employees;

D. Any and all claims brought against the Board or liabilities incurred by the Board on account of Contractor's failure or failure of Contractor's agents, servants or employees to comply with any laws, rules, regulations or orders applicable to Contractor's business;

E. Contractor agrees to cooperate fully with the District in the conduct of any lawsuits arising from Contractor's performance of the contractual obligations imposed by this Agreement and to cooperate fully with the District in any investigation or hearing involving any student misconduct. Contractor shall, upon the District's request, attend hearings and trials or send appropriate employees or agents to attend said hearings and trials, and assist in securing evidence or obtaining the attendance of witnesses;

F. All drivers supplied by Contractor shall be employees of Contractors and Contractor shall assume all liabilities of an employer with respect to said employees including, by way of example and not limitation, tax liability, withholding responsibility, worker's compensation liability, unemployment compensation liability, and responsibility under any federal, state or local laws pertaining to employers and employees.

23. It is understood and agreed to by both parties hereto that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is for all purposes an Independent Contractor. Contractor is not and shall not be deemed to be an officer, agent or employee of the Board, and neither party shall contend that Contractor is an officer, agent or employee of the Board. The Board is not responsible for any salaries, benefits or workers' compensation insurance or benefits, due by Contractor to Contractors' employees.

24. Without prior written approval of the Board this Agreement shall not be transferred, nor may Contractor sub-contract all or part of this Agreement. Another vehicle 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 District representative; but only for the duration of the emergency.

25. A vehicle classified as a school van or school vehicle shall not be loaded beyond the seating capacity as set forth in minimum standards or as indicated on the "Approved School Van Sticker". All other vehicles used for transporting students under this Agreement shall not be loaded beyond the capacity approved for that particular vehicle by the Board. All other public conveyances when transporting students shall provide adequate seating for each student with no standees permitted.

26. In the event that any vehicle operated by Contractor under this Agreement shall be involved in a crash, no matter how slight, the Contractor shall make an oral report to the District's Transportation Coordinator, or if he/she is unavailable, to the Director of Secondary Education. This shall be done immediately after the happening of the crash, and Contractor shall within forty-eight (48) hours of the crash submit a detailed written report.

27. The Board may at its option, consider any failure to comply with any provision of this Agreement to be a material breach, and may, at its option, terminate this Agreement immediately therefor. Notwithstanding any other provision of this Agreement, Board may terminate this Agreement at any time, without cause, reason or breach of any kind, so long as Board provides Contractor one year (365 days) prior written notice of the decision to terminate and the date of termination. The single waiver of any requirement of this Agreement shall not constitute a permanent waiver thereof. Time is of the essence with respect to all terms of this contract and with respect to transportation schedules established by Contractor in cooperation with the Board.

28. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter thereof, and all prior and contemporaneous agreements and understandings are merged herein. There are no agreements, warranties, or representations, expressed or implied, except those set forth herein. This Agreement, and the documents and papers executed in accordance with the provisions therein, embrace and include the entire transaction between the parties thereto, and there have been no other agreements or preconditions except those specified in this document. Any changes to this contract shall be made by the express written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties above named have hereto set their hands and seals the day and year aforesaid, intending to be legally bound hereby.

**THE BOARD OF SCHOOL DIRECTORS
OF WARWICK SCHOOL DISTRICT**

Contractor

President

Address

Secretary

City State Zip Code

301 West Orange Street, Lititz, PA 17543
Address

Date

August 20, 2024
Date

RECOMMENDED FOR BOARD APPROVAL

Superintendent

301 W. Orange St., Lititz, PA 17543
Address

August 20, 2024
Date