



Big Spring School District

Contract for Transportation of Student Pupils
with Deitch Buses, Inc.

July 1, 2017 through June 30, 2021



Contract for Transportation of School Pupils - 2017-2021

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This contract is entered into on the 5th day of June and shall be effective on the 1st day of July, 2017 by and between the Board of School Directors of the Big Spring School District, 45 Mount Rock Road, Newville, PA 17241, (hereinafter referred to as the District), and Deitch Buses, Inc. 2205 Newville Road, Carlisle, PA 17015, (hereinafter referred to as the Contractor). It is fully understood, agreed, and intended by both parties that Deitch Buses, Inc. is operating under this contract as an independent contractor and is NOT an officer, agent, or employee of the Big Spring School District.

A. Services and Pricing

1. The Contractor agrees to provide transportation for school pupils, who shall be designated by the District, to and from such points, along such routes, and at such times designated by the District (Transportation Service), commencing on the first day of school in the 2017-18 school year and continuing through the last day of school in the 2020-21 school year. This contract will terminate on June 30, 2021, unless terminated earlier for cause, as discussed in para N.2. The pricing methodology specified in para 6. shall be used to price the transportation service.
2. In general the contract is based on 180 school days at 5-day per week. The District shall have the right to determine the number of days that transportation shall be provided and to determine and alter schedules and routes based on the schedule and needs of the District. However, any significant change, such as a reduction to a 4-day school week or more than 185 days, shall require consultation with the Contractor.
3. In addition to the Transportation Service provided on a regular basis, the Contractor agrees to operate two (2) busses to provide transportation home for students participating in school-sponsored activities after regular school hours. The District agrees to pay Contractor for these Activity Bus runs in accordance with the PDE formula.
4. The Contractor shall also provide transportation as needed between the Big Spring High School and the Cumberland Perry Vocational-Technical School (CPAVTS) for students enrolled at CPAVTS. The District agrees to pay the Contractor for such service in accordance with the PDE formula.
5. The District agrees to pay the Contractor an amount determined in accordance with the "Formula to Determine Individual Vehicle Allowances" promulgated by the Pennsylvania Department of Education (PDE) in effect for each respective school year. The District reserves the right during the term of this contract to make adjustments in the routes traveled by the buses and to increase or decrease the number of students assigned to each bus. All changes shall be subject to a daily rate adjustment in accordance with the PDE formula referred to above and reconciled on a monthly basis.

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B. Billing and Reporting

1. Payment for reimbursable transportation shall be calculated using the mileage reports provided by the Contractor and as agreed to by the District after confirmation with Transportation software.
 - a. Bus mileage reports shall be taken for the month on the first Wednesday of the month by drivers and submitted to Contractor.
 - b. Mileage forms will be submitted to the District Office by the 15th of the month.
 - c. Payment will be issued to Contractor by the 30th of the month for services from the 15th of the current month to the 15th of the following month based on the mileage forms received.
 - d. Payment will not be made until the mileage reports have been received and verified.
 - e. Contractor will provide District with seating charts of each bus within 15 working days after the first day of the new school year and thereafter; continue to send the District updated charts as necessary.
 - f. If any vehicle operated by the Contractor is involved in an accident, no matter how slight, the Contractor shall make an oral report to the District immediately after the accident and shall submit a full written report to the District within 48 hours after the accident.
2. The Contractor shall invoice the District for extracurricular transportation on, at minimum, a monthly basis. Extracurricular transportation includes transportation to and from field trips, athletic trips or other curricular or extracurricular activities, but not used for to-and-from school transportation. The final invoice for all Transportation Service provided through June 30 shall be presented on or before July 31st of each year.
3. In addition to the mileage report, the Contractor shall furnish other routine and special reports as reasonably required by the District.

C. Fuel cost Adjustment.

1. On the first day of each business quarter (January, April, July, and October) the Contractor shall provide the District with the current gasoline and diesel fuel prices for school busses from the location at which the largest quantity of each fuel is dispensed. For each five cent increase in the price of fuel on the first working day of each business quarter compared to the per gallon price as of October 1 of the current school year, the District will pay the Contractor an additional sum equal to one cent per mile based on the number of approved miles incurred by the end of the business quarter. This fuel cost adjustment paragraph will not apply to extracurricular trips.

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D. Supplemental Transport

1. In addition to the transportation provided on a regular basis, the Contractor agrees to provide supplemental transportation for athletics, educational field trips and other similar activities as approved by the District. The District agrees to pay for these services based upon the following schedule of rates below. These rates are subject to adjustment by mutual agreement of the parties.

Conventional Bus

Within school district

Mileage Rate @ \$3.15 per mile
Minimum Charge @ \$29.00 per trip
(No free time on driver layover)

Outside school district

Mileage rate @ \$2.75 per mile
Minimum charge @ \$66.00 per trip
Cost for tolls, parking fees and permits will be added

Mini-Bus

Within school district

Mileage Rate @ \$2.65 per mile
Minimum Charge @ \$26.00 per trip
No free time on driver layover

Outside school district

Mileage rate @ \$2.25 per mile
Minimum charge @ \$55.00 per trip
Cost for tolls, parking fees and permits will be added

Driver Layover for all trips above will be \$13.00 per hour for 2017-18, \$14.00 for 2018-19, \$15.00 for 2019-20 and \$16.00 for 2020-21.

Driver layover allowance for trips outside the school district

<u>Mileage</u>	<u>Free Time</u>
0-50	1 hour
51-100	2 hours
101-150	3 hours
151-200	4 hours
201-250	5 hours

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2. The District agrees to not routinely schedule more than a total of 3 supplemental transport buses to be out during the time period of regular home-to-school or school-to-home, per day, unless the contractor has 10-days' notice. This includes field trips and sports trips.

a. To assist in routine scheduling, all athletic trips for the entire year will be entered on the transport calendar at the beginning of the year.

b. If contractor cannot provide the service, District has the option of contracting with a commercial bus service to cover excess activity.

3. No supplemental run shall depart until a passenger manifest is provided to the District Transportation Coordinator and the bus driver. This ensures accountability of all passengers in the event of a mishap.

4. On supplemental runs, the District shall ensure that route and passenger manifest shall not deviate unless approved by the District Transportation Coordinator. This is meant to prevent adults without clearances from riding the bus.

E. Student Information & Routing

1. The District shall provide a software program for student accounting, routing and billing. It shall be the responsibility of the District and the Contractor to ensure that all the information contained in the Software (currently BusBoss) is correct and current as outlined below.

a. It is the Contractor's responsibility to provide current driver information -- name, address, licensing information, employment checks, most recent physical information, violations, testing, and route assignment – to the District for entry.

b. It is the District responsibility to maintain current student information -- name, address, school, stop, route, parent/guardian, student ID number, custody information, babysitter assignment, transfers, medical information, and incidents – in the software program. The District will assign a student to a bus route and stop in consultation with the Contractor.

c. Routes. From time to time the District and the Contractor shall collaborate to review the current routes and make such changes as necessary to reflect changes in student population and to increase efficiency, thereby reducing taxpayer burden. Efficiency shall be defined using both cost and service to students. In case of adding a new van or bus route, the District will allow 10 school days for the route to start after providing the Contractor with proper route information.

d. To maintain student accountability during transportation, District requires Contractor to use routes approved by District and as recorded in the software. It is the Contractor's responsibility to notify the District of any changes made for reasons of efficiency or safety within

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24-hours. The Contractor shall not deviate from any designated route except in the case of an emergency, which shall be reported promptly to the District.

e. A passenger list and operating time schedule shall be maintained in the software program for each vehicle that will designate the time and place for all stops, both morning and afternoon, and shall be posted in the vehicle at all times. It will be a shared responsibility of the Contractor and the District to keep this information current.

f. It is the Contractor's responsibility to ensure a current and correct copy of the passenger list, seating chart and route is posted in each vehicle. Any changes made by the District to the passenger list/operating time schedule will be forwarded to the Contractor and must be conveyed to the driver and placed on the bus within 24 hours.

g. All transportation requests including supplemental transportation such as field trips, sporting events and school sponsored club activities shall be approved by the District's transportation department.

2. The Contractor shall ensure the confidentiality of all information provided, including that contained in the software, relative to any child's personal information, disability, school records, and school activities.

F. Video Recording

1. District requests that all buses and vans be equipped for and video recording with a minimum of 2 cameras. The priority of camera placement is: 1) in the front looking back, 2) in the back looking forward, 3) looking over the driver/doorway and first seats in front, and 4) external views.

2. District agrees to pay for half of the cost of the camera hardware, software and/or licensing required and shall have unfettered access to any and all video recorded within 24-hours of a request. The hardware will be owned by the Contractor.

3. The cost of installation, transfer and maintenance of the camera systems is the responsibility of the Contractor.

4. The Contractor shall make such postings and notifications as required by the District to legally record audio and video on each vehicle.

G. Communication Equipment

1. The District and Contractor agree to use two-way radios as the primary means of communication with the District and buses.

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2. The District is responsible for the purchase, installation and maintenance of the digital radio network including, licensing, repeaters, antennae and other associated hardware.
3. Contractor is responsible for ensuring there is an operable radio compatible with the District's digital radio network in every vehicle for routine and emergency use and that there is constant two-way contact with the bus whenever students are on the bus. Contractor is responsible for purchase, installation and maintenance of the digital radios and will be the owner of same.
4. No cell phone, smart phone, or other handheld electronic device use is permitted by driver while vehicles are in motion; this includes talking, texting and surfing the internet. Use of the permanently mounted two-way radio is permitted.

H. Student Discipline

1. Discipline of students for unacceptable bus behavior will be the responsibility of the District administration. All student discipline reports will be submitted to the building administrator the day the incident takes place or the next school day. It will be the responsibility of the District administration to address the incident in a timely manner, not more than 5 school days. Discipline will be administered when scheduling permits and all parties will be notified as appropriate.

I. Insurance & Liability Requirements

1. Annually the Contractor shall provide evidence to the district that the following insurance is in force equal to or above the minimum limits listed below:

- a. Commercial General Liability Insurance:

\$2,000,000	General Aggregate Limit
Included Above	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage
\$5,000	Medical Expense Limit
- b. Business Automobile Insurance

\$2,000,000	Liability Limit
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- c. Worker's Compensation Insurance:

Coverage A. Limit	Provided by Contractor
Coverage B. Limit	Provided by Contractor

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2. The District shall be named as an additional insured on the commercial general liability insurance and the business automobile insurance policies. Certificates for each of the above insurances shall be provided to the District by August 1st of each year. With the certificate(s), the Contractor will also provide a copy of the Declaration page of the Worker's Compensation policy. Each policy must contain a provision stating that District will be notified in writing at least thirty (30) days prior to cancellation of any of these insurance policies.
3. The Contractor shall indemnify District and defend and hold District harmless of and from any and all claims, actions, complaints, suits, judgments, decrees, and any other liability (including District's expenses of investigation, defense, and reasonable attorneys' fees) arising from Contractor's negligent performance of this transportation contract.

J. Safety

1. The Contractor shall operate vehicles which conform to standards for school transportation vehicles, approved by the Pennsylvania Department of Transportation, Public Utility Commission as applicable. School buses will pass inspections as required by the Commonwealth of Pennsylvania and the Pennsylvania State Police. All school vehicles shall comply with the provisions of the Commonwealth regarding state inspection and safety requirements. The Contractor shall maintain each school vehicle in safe, mechanical, and sanitary condition.
2. The Contractor shall ensure that every school bus driver complies with all the regulations of the Pennsylvania Department of Transportation, the Public Utility Commission, the Surface Transportation Board, the United States Department of Transportation, and any other applicable government agency.
3. The Contractor shall ensure that all operators comply with the speed limits and other public safety measures as set forth in the minimum standards of the Bureau of Traffic Safety, Pennsylvania Department of Education, and as promulgated in the Vehicle Code.
4. The Contractor shall comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
5. Pupils shall be taken on and discharged from the vehicle only at the designated stops and at the extreme right side of the road. No pupil shall be permitted to board or depart the vehicle while it is in motion. Until such time as the pupil being discharged has reached a place of safety, the operator shall not start to move the school vehicle or signal the driver, who has stopped in compliance with the provisions of Section 3345 of the Pennsylvania Motor Vehicle Code, to proceed.
6. No person, other than a student, shall be transported in a vehicle except that a teacher, parent, nurse, aide, or other school official, may ride when authorized by the District and/or Contractor. The District may authorize, in writing on a case-by-case basis, drivers to transport

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their minor children. Only passengers and their belongings shall be transported in a school vehicle while it is engaged in transporting pupils to and from school.

7. All vehicles shall provide adequate seating for each student. Standees are not permitted.

8. No agent or representative of the school including teachers, coaches or their assistants, may ask for a school bus or vehicle to be operated in defiance of Federal, State or Local laws or regulations.

9. Contractor shall contact the District administration when it believes that transportation of a student jeopardizes the safety of those around him/her. In such event, District shall immediately undertake an investigation and when appropriate, take action to address the concern.

K. Equipment

1. Specialty equipment as required on an individual basis such as car seats, harnesses or safety vests, etc., as purchased by Contractor will remain the Contractor's property. Repair and replacement under normal use will be the responsibility of the Contractor. Destruction or loss due to student abuse will be the District's responsibility to repair or replace equipment.

L. Additional Terms and Conditions

1. Contractor agrees that the District may at any time determine that the conduct of a driver is unacceptable, and, unilaterally withdraw the approval for that driver. When such approval is withdrawn, the Contractor shall immediately relieve the driver from any further driving responsibilities for the District. Pending formal District action which shall not be unreasonably delayed, the Superintendent, Business Manager, or the Director of Transportation of the Big Spring School District is authorized to act for the District in withdrawing approval for any driver.

2. The Contractor shall ensure that each driver is approved by the District and has documentation of required background checks prior to operating any vehicle carrying pupils.

3. For audit purposes, the Contractor shall provide to the District current copies of Pennsylvania Department of Education required driver information, including the most recent valid physician's physical report, Pennsylvania driver's license and Pennsylvania commercial driver's license.

4. This contract is transferable with the prior written consent of the parties, which consent will not be unreasonably withheld. In the event of a transfer under this heading-C (fuel cost adjustment) shall be stricken from the contract. The District reserves the right to fully evaluate any proposed transferee to determine whether it can meet the terms of this contract and serve the safety, service, reliability, and efficiency needs of the public and the District's students, parents and staff.

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5. Vehicle substitutions: Another vehicle which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies with the consent of the District.
6. Contractor is required to notify District immediately when it is known that a bus is going to be late so that notification can be made to students and parents
7. Contractor is required to initially respond to complaints of drivers and/or routes within 48 hours and within 96 hours with a final response.
8. Contractor shall comply with all federal, state, and local laws and regulations. Contractor shall comply with all applicable District policies and Procedures.

M. Training

1. The Contractor shall ensure that each driver is in attendance of the Mandatory Summer Bus Driver Training Session as well as any other Federal or State required mandatory training at the cost of the Contractor. District will provide access to its facility and any and all online training information.
2. At the beginning of each year, each driver shall receive up to two hours of annual training on student behavior management as provided by the District.

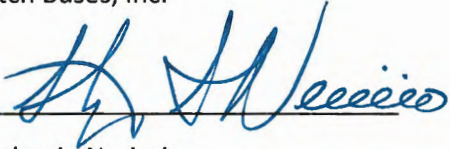
N. Contract Administration

1. The District's agents for administration and compliance to the provisions of this contract are the Superintendent of Schools, Business Manager, and Director of Student Transportation.
2. Any violation of the terms of this contract may result, at the option of the District, in a unilateral termination. Prior to such termination, the District is required to give the Contractor written notice of the violation and the Contractor shall have a thirty (30) day period after receipt of the notice to correct the violation. In the event of subsequent material violations of the terms of this contract within a six month period, Contractor shall have only a ten (10) day period after receipt of notice to correct the violation.
3. Should the Department of Education change the reimbursement formula this contract shall be renegotiated by both parties within six months of change notification.

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In WITNESS WHEREOF, the parties have executed this contract as of the day and year first shown above.

Deitch Buses, Inc.

By 

Stephanie Nericcio
Secretary

By 

Michael Nericcio
President

Big Spring School District

By 

Wilbur E. Wolf Jr.
President, Board of School Directors

ATTEST:



Robert L. Barrick,
Secretary, Board of School Directors

SEAL