

CONTRACT FOR THE TRANSPORTATION OF SCHOOL PUPILS  
2017-2018, 2018-2019, and 2019-2020

THIS AGREEMENT ENTERED INTO THIS 27<sup>th</sup> DAY OF APRIL, 2017 AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE NORTHERN YORK COUNTY SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS THE BOARD, AND **KAUFFMAN BUS SERVICE**, 1565 JERUSALEM ROAD, MECHANICSBURG, PA 17050, AFTER REFERRED TO AS THE CONTRACTOR, WITNESSETH:

1. For the consideration hereinafter mentioned, the CONTRACTOR agrees to provide transportation of elementary and secondary pupils who shall be designated by the Transportation Office including the transportation within the District of identified exceptional children enrolled in special classes, to and from such points along and over such routes, and at times set forth in schedule attached hereto and made a part hereof for school years 2017-2018, 2018-2019 and 2019-2020.
2. The BOARD shall pay the CONTRACTOR the sum of State formula each day he transports elementary and secondary pupils. The BOARD shall also pay the contractor the sum of State Formula for the transportation within the District of identified exceptional children. Should the State formula change between April 27, 2017 and June 30, 2020, the final contract cost will be calculated using a cost index of 5.681 for the 2017-2018 school year with an increase of 2% or the school districts Act 1 Index, whichever is higher, for the remaining years of the contract. This cost index will be used with the current monthly state formula spreadsheets supplied by the contractor. The Board shall pay to the CONTRACTOR a fuel escalation reimbursement as outlined in Addendum number 1 of this agreement.
3. Transportation upon the terms and conditions herein specified in items 1 to 21 inclusive and in accordance with the attached schedule and shall begin July 1, 2017.
4. This contract shall terminate on June 30, 2020, unless terminated earlier for cause or on the last day of school if the school term is extended due to emergencies or by mutual consent of the parties hereto. This contract will be reopened at the CONTRACTORS request if any unfunded mandate would take effect prior to June 30, 2020.
5. Prior to the effective date of this contract, the BOARD shall have evidence that a public liability insurance policy of adequate coverage, as determined by the BOARD, shall be in effect for the duration of the contract.
6. When the same vehicle is serving more than one school, the BOARD shall make every effort to reconcile the school calendars of the schools served.
7. The CONTRACTOR agrees to furnish such reports as may be required by the BOARD or its designated representatives.

8. The CONTRACTOR shall furnish vehicles that 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 shall 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 conform to the minimum standards of the Bureau of Traffic Safety. All vehicles shall conform to the provision of the laws of the Commonwealth, and shall be in good mechanical and sanitary condition.
9. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
10. Every school bus driver shall 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 shall have passed periodically administered physical examinations required by either the Public Utility Commission, the Interstate Commerce Commission or the Department of Transportation. Every van driver shall meet the same regulations in regard to application, age, fitness, competence, conduct, license, physical examination, and continuing eligibility, even though they may not be required to hold a CDL license.
11. CONTRACTOR agrees to supply to the District updated State Police and Child Abuse clearances every five years for all current employees. In addition, the CONTRACTOR must notify the District in writing of any criminal actions committed by an employee after their date of hire.
12. Bus routes and bus stops shall be approved by the BOARD and may be modified by the Transportation Office as occasion demands. The operator shall not deviate from the designated route except by consent of the Transportation Office or, in the case of an emergency, which shall be reported promptly to the BOARD or the BOARD'S designated representative.
13. The CONTRACTOR will furnish and place District Route Numbers on each vehicle, including spare buses, transporting students in a clear and visible area.
14. An operating time schedule shall be prepared by the Transportation Office in cooperation with the CONTRACTOR. This schedule shall designate the starting 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 Transportation Office as occasion demands.
15. Pupils shall be taken on and discharged from the bus only at the designated stops and at 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 already alighted there from shall have reached a place of safety.

16. 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. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.
17. The vehicle shall come to a complete stop immediately before traversing railway grade crossings and shall make a complete stop at all highway intersections protected by a "stop" sign.
18. A school bus, including Type A vehicles shall 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 shall provide adequate seating for each student with no standees permitted.
19. 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, Penn Dot, as promulgated from the Vehicle Code.
20. It is understood and agreed to by both parties hereto that the CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an INDEPENDENT CONTRACTOR and is not an officer, agent or employee of the aforesaid school district, and further agree that the CONTRACTOR shall hold the school district harmless from any and all lawsuits that may be instituted as a result of this "Contract for the Transportation of School Pupils".
21. This contract shall not be transferred. 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. The substitute bus must be arranged by the CONTRACTOR and meet all state and District requirements as stated in this contract.
22. Any violation of the terms of this contract may, at the option of the BOARD, operate as a cause for termination in accordance with item 4.

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"IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written."

By \_\_\_\_\_  
(Contractor Signature)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(date)

FOR THE BOARD OF SCHOOL DIRECTORS OF:  
Northern York County School District

\_\_\_\_\_  
(President Signature)

\_\_\_\_\_  
(Secretary Signature)

\_\_\_\_\_  
(date)

RECOMMENDED FOR BOARD APPROVAL

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(Superintendent Signature)

650 South Baltimore Street  
Dillsburg, PA 17019

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(date)

## **ADDENDUM NO. 1**

Fuel Costs – The calculation of this Clause assumes the sharing of the cost of fuel that exceeds normal costs included in the basic contract.

### **FUEL ESCALATION CLAUSE**

The calculation of the District's portion of increased fuel costs includes a base price benchmark; the current cost of fuel to the contractor; and a formula for calculating the District share of cost increases.

Base Price Benchmark – This represents the agreed upon price between the District and the Contractor. The rate for the 2017-2018 school year is \$2.939 for diesel and \$2.8136 for gasoline. This benchmark cost will increase 2% or the school districts Act 1 Index, whichever is higher, each year for the remaining years of this contract.

Contractors Fuel Cost – District shall attempt to obtain the lowest price of bulk fuel for vehicles included in the contract. The District reserves the right to have the Contractor lock in a per-gallon price for a full year's or portion thereof supply of fuel if there is an advantage in taking such action.

Excess Cost to be Paid by District – To determine the excess cost of fuel to be paid by the District, the current average cost of fuel paid by the Contractor shall be compared to the base cost per gallon (benchmark) established for the current service year. The District will be responsible for the difference between the actual costs per gallon paid by the Contractor and the base cost.

Calculation – To determine the total amount of fuel cost support due the Contractor, the number of gallons of fuel will be multiplied by the additional cost per gallon to determine a daily cost value. That cost, will then be multiplied by the number of regular contracted vehicles times the number of days in the billing period.

Monthly Reports – Each month, the Contractor will submit a request for payment of the District's share of increased fuel costs using a form similar to the one attached to this contract as a sample.