

CONTRACT FOR THE TRANSPORTATION OF SCHOOL PUPILS  
TO EXTRACURRICULAR EVENTS AND FIELD TRIPS

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 to and from such points along and over such routes, and at times requested throughout the year through the District's Transportation Request System for the school years 2017-2018, 2018-2019, and 2019-2020.

2. The BOARD agrees to pay the CONTRACTOR the following rates for each school year:

Year	Per Mile	Per Hour	Minimum Charge
2017-2018	\$2.75	\$15.73	\$95.84
2018-2019	\$2.77	\$16.04	\$96.80
2019-2020	\$2.80	\$16.36	\$97.77

3. Transportation upon the terms and conditions herein specified in items 1 to 18 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.
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. The CONTRACTOR agrees to furnish such reports as may be required by the BOARD or its designated representatives.
7. 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. The CONTRACTOR will furnish and place District Route Numbers on each vehicle transporting students in a clear and visible area.

8. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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".

17. 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.
18. 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)

RECOMMENDED FOR BOARD APPROVAL

\_\_\_\_\_  
(Superintendent Signature)

650 South Baltimore Street  
Dillsburg, PA 17019

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

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

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

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

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