

**PINE GROVE AREA SCHOOL DISTRICT
TRANSPORTATION CONTRACT
WITH NEWHURST, INC.
CONTRACTOR FOR TRANSPORTATION OF SCHOOL PUPILS FOR YEARS
2024-25, 2025-26, 2026-27 + 2027-28, 2028-29**

This Agreement is made as of June 20, 2024 2024, by and between the Pine Grove Area School District (the "District") and Newhurst, Inc. (the "Contractor").

- A. Contractor, for and in consideration of payment to be made to it by the District as set forth, hereby agrees to provide transportation for school pupils who shall be designated by the District, to and from such points, along and over such routes, and at times set forth in the schedule provided to the Contractor prior to the start of each school year. This Agreement shall have an initial Term of three (3) years, beginning on July 1, 2024 and ending on June 30, 2027. Upon mutual agreement of the Parties, this Agreement may be renewed for a period of two (2) years beginning on July 1, 2027 and ending on June 30, 2029 (the "Extension Term").
- B. Compensation
1. The District agrees in consideration of the services rendered by Contractor under this Agreement, to pay Contractor a daily rate in the amount of \$325 per bus and \$280 per van for each day that transportation is provided during the 2024-2025 School Year. For each School Year thereafter, the daily rate shall increase annually by two and one-half percent (2.5%). In the event that the daily allowance under the state formula for transportation reimbursement for a vehicle contemplated under this Agreement exceeds the daily rate described herein for such vehicle, the higher rate shall apply.
 2. The Parties understand and agree that Contractor's daily rates are based on the expectation of a minimum of one hundred seventy-nine (179) days of school for which transportation is required. In the event that the actual number of school days for which transportation is required falls below one hundred seventy-nine (179), the District shall pay Contractor seventy percent (70%) of Contractor's normal daily rate for such days that school is closed. Unless specifically directed otherwise by the District, the Contractor will continue to perform partial services on scheduled school days, even when actual transportation is not requested.
 3. In the event that there is a material reduction of the number of routes, or material increase in the length of routes, that are serviced by Contractor under this Agreement, the Parties shall meet and discuss a reasonable rate adjustment.
- C. The Contractor agrees to furnish such reports as may be required by the District or its designated representatives.
- D. The Contractor shall furnish vehicles which conform to the standards for school transportation vehicles by the Pennsylvania Department of Transportation as applicable and shall pay the operating expenses thereof. All new vehicles furnished will be equipped with a backup warning

device. All vehicles shall conform to the provision of the laws of the Commonwealth, and shall be in good mechanical and sanitary condition.

- E. The Contractor agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws. In the event that any changes in local, state, or federal laws or regulations result in an unanticipated increase in the Contractor's cost of providing transportation pursuant to this Agreement, by greater than five percent (5%), the Parties shall meet and discuss the additional cost of complying with such changes and negotiate a reasonable rate adjustments. Should the Parties not be able to come to an agreement on this cost sharing, the Contractor may terminate this Agreement upon thirty (30) days written notice to the District.
- F. Every school bus driver shall meet all regulations of the Pennsylvania Department of Transportation in regard to application on, age, fitness, competence, conduct, licensing physical examination, and continuing eligibility. Such operators shall pass periodically administered physical examinations required by the Department of Transportation. Photo static copies of the records of such eligible drivers shall be filed with the School District Transportation Office.
- G. Any parent/guardian issues or complaints with the bus driver should be directed to the Transportation Director. The Transportation Director and/or the Contractor will investigate and then report to the Superintendent and Contractor who shall take appropriate actions.
- H. Bus routes and bus stops shall be determined by the District and may be modified by the District as occasion demands. The operator shall not deviate from the designated route except by written consent of the district or, in the case of an emergency which shall be reported promptly to the District. The District may, from time to time, establish regulations to be observed by Contractor in connection with all details incidental to the operations of the routes, including start time, bus stops, discipline on the buses and situations that may from time to time arise in the performance of the Contract.
- I. An operating time schedule shall be prepared by the District. The time schedule may be modified by the District as occasion demands but only after due notice has been given to affected parents and operator. Vehicles shall not depart from any designated stop before the scheduled time, unless students to be transported from the location are aboard.
- J. Pupils shall be taken on and discharged from the bus only at the designated stops. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall signal the driver of any vehicle, who has stopped, to proceed until after each child has reached a place of safety.
- K. The driver shall comply with current rules and regulations regarding stops at railway crossings and shall make a complete stop at all highway intersections protected by a "stop" sign.
- L. A school bus shall not be loaded beyond the seating capacity as set forth in minimum standards and as indicated for the particular vehicle.

M. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the posted speed limit.

N. 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 District.

O. Neither this Agreement nor any part hereof nor any money due or to become due there under may be assigned by Contractor without prior consent from the District, which consent may not unreasonably be withheld or delayed.

P. Termination –

1. Any material breach of the terms of this contract may, at the option of the District, serve as cause for termination. In the event that the District believes Contractor has breached the terms of this Agreement, the District shall provide notice to Contractor within ten (10) days of the alleged breach, and provide Contractor thirty (30) days with the opportunity to cure such breach. If Contractor has not cured such breach, or has not taken reasonable steps to cure the breach, the District may terminate this Agreement with thirty (30) days' notice to Contractor.

2. Contractor may terminate this Agreement at any time with four (4) months' notice to the District, effective as of the end of the school year in which such notice is provided.

Q. If additional services are requested by the District or if any other matters arise between the Parties related to transportation that are not specifically addressed in this Agreement, the Parties agree to meet and discuss those terms and will attempt to negotiate a mutually agreeable resolution. If the Parties cannot come to a mutually agreeable resolution, the Contractor may terminate this Agreement with thirty (30) days written notice to the District.

R. The contractor shall report to the district each bus provided pursuant to this contract which also serves any school organization other than the District.

S. Pine Grove Area School District Transportation System

1. Definition; The Pine Grove Area School District Transportation System shall consist of the following subsystems:

a. Public School System

The system shall consist basically of two stages:

- Secondary Students to and from the middle through high schools each day those schools are in session
- Kindergarten and Elementary Students to and from the elementary each day those schools are in session.

b. Non-Public School System:

The system shall consist of such transportation that is incorporated with or separate from the public school system and is necessary to accomplish this transportation. This system shall operate each day that these schools are in session.

2. Scope of Work

General

- a. It is understood that the prime objective is for the safe, efficient transportation of students
- b. The bus routes have been developed to provide adequate time between the secondary, elementary and non-public runs. The School District feels that this feature is very important and must be maintained.
- c. The School District is to be the sole judge as to whether or not the contract is being pursued with expedition and diligence and whether or not the work is being done in a good, substantial and workmanlike manner.

3. Detailed

- a. It is agreed that during the term of this contract the rescheduling or the re-routing of buses by the school district may necessitate the addition or reduction in the number of buses, or a change in the total miles per day of the bus transportation system.
- b. All buses must meet the State regulations in Title 67, of the Pennsylvania Vehicle Code, all provisions of Federal Standard Seventeen (17) that may be applicable, all regulations issued by the Pennsylvania Department of Education, and those regulations issued by the Pennsylvania Department of Transportation.
- c. In Addition to the vehicles to be used by the Contractor, they shall have the proper number of "spare" vehicle available to put into immediate service in the event of any unforeseen emergency or condition which prevents a regularly-assigned vehicle from completing its scheduled run.
- d. All gasoline fuel vehicles shall not be more than ten (10) years old and diesel fuel vehicles shall not be more then twelve (12) years old.
- e. The Vehicles to be used shall be equipped with the following:
 - Snow-treaded tires for use during periods when hazardous driving conditions exist
 - Two-way radio communication equipment for use by all drivers

f. Contractor shall provide four (4) two-way radio communication systems and assume the costs of rental fees related to repeater communication equipment (if such equipment is being used by the contractor). The communication system for which the contractor is assuming cost will be compatible with the contractor communication system being used by his fleet of vehicles.

- Contractor will provide an oral report of any interruption of services to the Transportation Coordinator immediately which causes a delay of more than 15 minutes.

g. The Contractor agrees to promptly furnish such reports as may be required by the District. In the event of a vehicle accident/emergency, the Transportation Coordinator is to be notified immediately. Written reports will be given to the Transportation Coordinator within 48 hours of each occurrence or as requested.

h. Contractor agrees to notify the District Transportation Coordinator/Secretary when all vehicles have safely returned during the first week of school, during inclement weather, during any delay beyond 30 minutes and during any emergency

i. Extra-Curricular Trips

- It is agreed that all extra-curricular trips (field and athletic trips) shall be invoiced based on the following hourly rate:
 - a. \$58.00 for buses
 - b. \$40.00 for vans
- The Extra-Curricular Trip rates described herein shall increase annually at a rate of two and one-half percent (2.5%).
- The time starts with the departure schedule time and ends with the return back at the school. The District will not be charged for extra time in the event of a breakdown.
- Vehicles must remain with the group if the advisors request it, and the parking area is permitted by law.

4. Contracted Terms

a. Contracted Terms

- Contractor agrees to provide transportation for school pupils who shall be designated by the District, for the school years 2024-2025 through 2028-2029, to and from such points, along and over such routes, and at times set forth in the schedule provided to the contractor prior to the start of each school year.

b. Payment

- All moneys accruing to the Contractor from the District under the terms of this agreement during any month shall be paid on the Friday following the monthly board meetings, including the board meeting in December

of each school year. The Contractor shall submit reports to the Business Office by the tenth of each month showing any changes to the original bus runs for the prior month. Billings for extra-curricular runs shall be submitted for payment on a monthly basis. The District shall hold any moneys accrued to the Contractor during any month if reports are not received by the Business Office in a timely manner. The Contractor will meet with the administrative staff in June to review district mileage calculations before the final payment is made in July.

- The failure of any bus under contract to make its designated run on a given school day when normal conditions exist shall result in Contractor not being paid the daily rate for that vehicle on that day.

c. The Contractor shall furnish efficient and reliable service in the judgment of the Superintendent and shall be responsible for supplying buses and drivers for each scheduled route and the number of spare buses as mutually agreed upon by the parties, each day of the contract at his own expense. Should the Contractor fail at any time during the term of the contract to provide the proper number of regular buses, spare buses, and/or drivers, the District shall be entitled to rent or otherwise provide proper equipment and/or drivers to perform the transportation service at the sole expense of the Contractor. The expense incurred by the District will be deducted from payments due to the Contractor at the next regularly scheduled payment.

- **EXCEPTION:** The expense is not to exceed the daily rate per bus charged by the Contractor.

d. No later than fifteen (15) days after the first day of school of each contract year, the Contractor will furnish the Transportation Coordinator an updated list of vehicles used for transporting students with the following information:

- Vehicle Registration Number
- Manufacturers Serial Number
- Vehicle Make
- Model Name
- Year of Manufacturer
- Seating Capacity

e. The contractor will be responsible for the purchase, installation, and maintenance of video-camera surveillance equipment.

f. District and Contractor mutually agree to discuss subcontracting certain runs inside the perimeters of the School District.

g. District and Contractor mutually agree to discuss subcontracting certain runs outside the perimeter of the School District (e.g, parochial runs).

h. Value of service calculation will not be changed because of the purchase of another vehicle after fifteen (15) days of the start of the new school year.

i. Fuel Clause –

- Contractor shall purchase all diesel fuel net of federal and state fuel taxes. The District shall purchase the gasoline net of federal and state taxes and shall deduct this amount from amounts owed to Contractor.
- Notwithstanding the above, the Parties agree to share the risk of an increase in fuel prices. In the event that the cost of fuel, net of federal and state taxes, exceed a) \$3.175 per gallon for gasoline or b) \$3.579 per gallon for diesel (the "Fuel Triggers"), the Parties agree to evenly share the cost of the increase, each paying fifty percent (50%) of such increase. Contractor agrees to include its calculation of the District's share of the fuel cost with its monthly invoice, in addition to documentation indicating the Contractor's purchase price for the fuel. The District shall pay its share of the fuel cost, if any, with its monthly payment to Contractor.
- The Fuel Triggers discussed about shall remain constant throughout the term of this Contract, unless otherwise mutually agreed upon by the Parties.

T. Final Authority with Regard to Transportation of Students

Contractor acknowledges that the District Superintendent of the Pine Grove Area School District, or his designated representative, shall make the final decision as to whether or not public schools within the District will be opened or closed. It follows that it will be his decision as to whether or not transportation is to be provided. However, it shall be the Contractor's responsibility to check conditions in cases of inclement weather prior to contacting the Transportation Coordinator. Nothing herein shall be interpreted to affect the minimum number of days required by Section B.2 of this Contract.

U. Contractor's Facilities

It shall be the Contractor's responsibility to maintain a facility, at which his vehicles can be parked and from which the Contract can be executed and supervised.

V. Insurance

The Contractor agrees that, prior to the effective date of this Contract, said Contractor will file with the District a certificate of insurance evidencing vehicle liability coverage, to be in effect for the duration of the Contract, as follows:

\$5,000,000 Combined Single Limit Bodily Injury and Property Damage

The \$5,000,000 limit may be a combination of basic automobile liability and/or umbrella/excess liability policy.

W. Personnel

1. All drivers, prior to driving a bus in the Pine Grove Area School district, shall be registered with the Transportation Office. Each school bus driver must have a State Class C.D.L. with P. Endorsement, a School Bus Driver's License, date of physical and form DL 704 school bus driver physical exam.
2. The Contractor will provide a list of bus drivers to the District for approval at their regular board meeting each August.
3. Any driver not acceptable to the District will be released or removed from the approved list after a thorough investigation. The Superintendent reserves authority to suspend the driver until the investigation is complete and maintains the same authority regarding final disposition up to and including termination of said driver.
4. The Contractor shall, prior to the assignment of a bus driver to work in the District, provide the District with a report or statement obtained in compliance with Act 34 and Act 151 and Act 114 as well as copies of that individual's PDE 6004, valid driver's license, physical card, and mandated reporter training. It is the responsibility of the contractor to keep these listings and documents current.
5. Any changes or additions to bus personnel by the Contractor must have prior approval by the District.
6. Contractor will provide a copy of its Drug and Alcohol Use and Testing Policy/Compliance with the law. Drug and Alcohol testing of drivers as required by federal and state regulations shall be conducted at the expense of the Contractor in accordance with Contractor's Drug and Alcohol Use and Testing Policy.
7. District shall have the right to check any driver's DMV record at any time. If driver fails to sign a waiver to release record, District has the right to deny use of driver. District reserves the right to deny the use of driver if the driver's record at any time demonstrates an accumulation of six (6) points or more or any offense defined as a serious offense within the meaning of the Motor Vehicle Code of Pennsylvania. A copy of the Safe Driver's Record as produced by the Pennsylvania Department of Transportation will be furnished to the District by the Contractor in February of each contracted year.
8. The driver's authority and responsibility shall be as follows:

SCHOOL BUS DRIVER

1. The school bus driver is an important person in the daily lives of the young people he/she serves. This person is the first individual the child meets outside the home each day and in many cases, his last contact in the evening prior to returning home. The importance of the driver in a child's life must never be under-estimated.
2. All bus drivers are under the general supervision of the contractor who provides services. The following list of specific duties is designed to remind school bus drivers of various facts and practices which are essential to the safe, efficient and economical operation of the pupil transportation system.
3. Know and obey all traffic rules and regulations. The speed of the vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the posted speed limit.
4. Operate a clean school bus and encourage pupils to keep it clean.
5. Operate only safe equipment. Check for and report any vehicle damage or malfunction daily. If the problem relates to safety, it should be reported immediately. If an unsafe condition is found, the vehicle should not be used to transport students.
6. Never load the bus beyond capacity.
7. Persons other than school pupils shall not be transported in a school vehicle while it is engaged in transporting pupils to and from school except that drivers and eligible students may be accompanied by their minor children, and teachers or school officials may ride as designated by the school district. The school district will not be responsible for minor children not designated as regularly assigned students.
8. Set a good example of conduct for the pupils:
 - i. Drivers shall not smoke or use tobacco at any time when transporting students nor permit any pupil to use tobacco in any form while on the school bus.
 - ii. Refrain from using profane language.
 - iii. The use of alcoholic beverages or any habit forming drugs is never permitted at any time on the school bus by drivers, pupil, or any passenger.
 - iv. Drivers shall not report for a bus run while under the influence of alcohol or habit forming drugs, and shall not use any such substances while on layover time.
9. Insist upon good school bus conduct. Good pupil discipline grows largely from the confidence and respect the driver earns from his/her pupils. Bus drivers shall:

- i. Be friendly and cheerful;
 - ii. Be firm but fair;
 - iii. Be consistent with behavior policies;
 - iv. Be business-like and patient;
 - v. Promote good discipline rather than continually saying "DON'T"
 - vi. Never criticize a child sarcastically; never strike a child;
 - vii. Try to solve problems with pupils before going to school authorities;
 - viii. Stop the bus on the side of the road to reprimand a pupil. Never put a pupil off of a bus while it is enroute;
 - ix. Disciplinary problems shall be reported to the appropriate school principal on the "Bus Conduct Report" form provided by the school district. Pine Grove Area Bus Conduct forms are for the sole use of students attending a Pine Grove Area School District buildings.
 - x. Responsibility for student consequences rests with the school officials. A list of school district rules for proper and safe bus conduct of pupils, attached as Appendix #2, will be posted in the bus. Each driver shall, at the end of each run, check the bus/van to insure that all students have been dropped off.
 - xi. If a fight breaks out, it would be expected by the District that the Driver would intervene and as a final resort use only such force as reasonably necessary to prevent injury to any students in their care including those involved in the conflict.
10. Direct pupils to cross the roadway only in front of the bus.
 11. Be on time at school bus stops. Vehicles shall not depart from any designated stop before the scheduled time unless all students to be transported from that point are aboard.
 12. Carry a list of approved stops and a roster of assigned students for the route of the bus. Establishing stops and the route over which school buses operate is the responsibility of the School District. Drivers shall not deviate from the designated route or stop except by written consent of the district or in case of an emergency, which shall be reported promptly to the district. It is unlawful for a school bus driver to stop the bus to pick up or discharge school children at any location other than at the approved stop. If dangerous situation arises, pull over and call Police for immediate assistance!

13. Maintain all required records.

14. Avoid distractions while driving school buses:

- i. Drivers will not view cell phones, text messages, or enter data into GPS devices while the bus is in motion.
- ii. Drivers will stop the vehicle before using a cell phone.
- iii. Drivers will not engage in communications that are not specific to the mission or function of transporting students while transporting students.

15. Be conscious of the need for good public relations. Many people who come into personal contact with a driver tend to judge the school by the impressions they have of the driver since he/she is the only representative of the school with which they have contact.

X. Supervision

1. The Contractor shall supervise and direct the execution of the contract with the best skill and attention and shall be solely responsible for the means, methods, techniques, and procedures for the transportation of school students. The contractor shall be responsible to see that the transportation service complies accurately with the contract documents.
2. Contractor shall be fully responsible for the care and the supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student prepares to board the school bus and shall be deemed to have ended when the student has completed alighting from the bus at a reasonably safe place in which to alight in view of the circumstances then prevailing.

Y. Correlation, Interpretation and Intent of Contract Documents

1. It is the intent of the addenda to describe a complete transportation service to be executed in accordance with the contract documents, The contract documents comprise the entire contract between the District and the Contractor. They may be altered only by a written, mutually agreed upon, addendum.
2. The contract documents are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the contract documents, the Contractor shall call it to the District's attention in writing before proceeding with the transportation service affected thereby.

Z. Indemnification

1. In addition to the insurance requirements included as part of the specifications the contractor shall also defend, indemnify and hold harmless the District, its agents, and employees from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation 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 whomsoever owned, arising out of or caused or claims to have been caused in sole or in part by the acts or omissions of the contractor, any subcontractor, or any other person directly or indirectly employed by them or any of them while engaged in the performance of the work or any activity associated therewith or related thereto. In no event shall Contractor indemnify the District for the sole negligence or intentional misconduct of the district.

{Signatures to Follow}

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Transportation Contract to be executed as of the date set forth above.

Pine Grove Area School District:

By: 

Date: 6/20/24

Name:

David T. Lukasewicz

Newhurst, Inc.:

By: _____

Date: _____

Name: Barry Newswanger

