

EARLY INTERVENTION TRANSPORTATION SERVICES AGREEMENT
(Yellow Bus)

THIS AGREEMENT, made and entered into as of the 1st day of July, 2013, by and between the **Warren County School District** (the "District"), the **Northwest Tri-County Intermediate Unit** (the "I.U."), and _____ (the "Subcontractor"), is being executed under the following circumstances:

A. The I.U. is responsible for providing transportation to those children who participate in the I.U.'s early intervention program.

B. The District bears a financial responsibility for the transportation of early intervention students through a deduction from the District's subsidy payments pursuant to 24 PS §25-2509.1.

C. In order to increase the efficiency of early intervention transportation services and in order to reduce the cost associated with early intervention transportation services, the I.U. desires to contract with the District to provide said transportation services for the I.U. and the District desires to provide said transportation services to the I.U., with the mutual understanding that, in doing so, the District will utilize the Subcontractor identified above.

D. The District, through its Transportation Manager, has the knowledge and experience necessary to create and manage the early intervention routes in an efficient and cost effective manner.

E. The Subcontractor is a private transportation company with the equipment, facilities and ability to provide the transportation services required.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Provision of Services by Subcontractor.

Upon the terms and conditions hereinafter set forth, the District, through the utilization of the Subcontractor, agrees to provide transportation services for those early intervention students designated by the I.U. to and from such points, along and over such routes, and at such times as set forth on approved routes and stops, as determined at the District's sole discretion. The parties hereto expressly acknowledge and agree that the District and Subcontractor shall only be obligated hereunder to transport early intervention students to and from school on the school days established by the I.U. and nothing herein shall be deemed or construed to create any obligation on the part of the District or Subcontractor to provide transportation services in connection with any extra-curricular or other activities. Further, the parties expressly acknowledge and agree that the points, routes, times, vehicles to be used, and other terms set forth on approved routes shall be established, and may be amended or deleted, at the sole discretion of the District.

2. Compensation to District

In consideration of the performance of services hereunder by the District, the I.U. agrees to take all necessary actions, and cooperate with the District in all respects, to ensure that no money is withheld from the District's subsidy payments for transportation services associated with the transportation of the I.U.'s early intervention students. Because no deduction from the District's subsidy will occur, the District agrees to compensate the Subcontractor in accordance with Schedule B of this Agreement, which is attached hereto and incorporated herein by reference. In accordance with this provision, the Subcontractor shall submit monthly transportation reports and invoices in a form provided by the District. The District's Board of School Directors authorizes the District to pay the Subcontractor on or before either the 30th day or the last business day of each month, whichever date is earlier. The Subcontractor understands and agrees that any payment made to the Subcontractor prior to approval of the payment by the District's Board of School Directors shall be contingent upon approval of the payment by the District's Board of School Directors at a subsequent meeting of the Board.

3. Term and Termination.

- (a) The services to be provided hereunder by the District, through the Subcontractor, shall commence on the 1st day of July, 2013 (the "Effective Date") and shall continue during the term of the 2013-2014 school year.
- (b) Unless terminated earlier as hereinafter provided, this Agreement shall terminate on the last day of the 2013-2014 school term.
- (c) In the event that the District shall default under or otherwise be in breach of any of the terms and conditions of this Agreement, the I.U. shall have the right to terminate this Agreement if the District fails to remedy the breach within 30 days of the District's receipt of notice of the breach, with said notice to be provided pursuant to Section 16 of this Agreement.
- (d) In the event that the Subcontractor shall default under or otherwise be in breach of any of the terms and conditions of this Agreement, the District shall have the right to terminate its relationship with the Subcontractor immediately upon written notice to the Subcontractor. In the absence of default or breach by the Subcontractor, the District shall have the right to terminate its relationship with the Subcontractor upon ninety (90) days advance written notice to the Subcontractor. In the event the District terminates its relationship with Subcontractor pursuant to this provision, the District shall be responsible for selecting a new Subcontractor and continuing to provide transportation services to the I.U. pursuant to the terms and conditions of this Agreement.

4. Insurance.

- (a) Subcontractor shall provide, at Subcontractor's expense, commercial automobile liability insurance covering all drivers and all vehicles employed or used by

Subcontractor in providing services hereunder (the "vehicles), with minimum limits of liability to be as follows:

Bodily injury per occurrence	\$2,000,000
Bodily injury per person	\$2,000,000
Property damage per occurrence	\$1,000,000

or in the alternative:

A combined single limit policy with coverage in the minimum amount of \$1,000,000 and an additional umbrella policy in the minimum amount of \$1,000,000; or a combined single limit policy with coverage in the minimum amount of \$2,000,000.

(b) Subcontractor shall also provide workers' compensation insurance for all of Subcontractor's employees in accordance with statutory Pennsylvania limits.

(c) At the time of the execution of this Agreement, Subcontractor agrees to furnish evidence to the District, and the District agrees to furnish evidence to the I.U., that Subcontractor's insurance amounts comply with this provision. Said coverage amounts must be maintained by Subcontractor throughout the duration of this Agreement. Additionally, upon request by the I.U. or the District, Subcontractor shall provide proof to the I.U. and/or District that Subcontractor remains in full compliance with the terms of this provision. All insurance carriers who provide insurance coverage under this Agreement must be authorized to write insurance in the Commonwealth of Pennsylvania.

(d) All insurance policies required to be provided and maintained by the Subcontractor in accordance with this Agreement shall name the I.U. and the District as additional insureds and shall protect the Subcontractor, the I.U., the District, and the I.U.'s and District's agents, directors, officers, employees, and Board Members from and against any and all claims, demands, action, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as a result of Subcontractor's, or Subcontractor's officers, employees or agents operations and performance in accordance with this Agreement. Each policy of insurance herein mentioned shall carry with it an endorsement to the effect that the insurance carrier will convey to the I.U. and the District, by certified mail, written notification of any modifications to, alteration of, or cancellation of the policy at least thirty days prior to the effective date of any such modification, alteration or cancellation. All insurance policies required of Subcontractor under the terms of the Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against the I.U., the District, or the I.U.'s or District's agents, directors, officers, employees, or Board Members, it being the intention of the parties that the insurance so effected shall protect all such parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

5. Fuel.

The District may, but shall not be obligated to, provide fuel for the operation of Subcontractor's vehicles in connection with the performance of services hereunder. In the event that the District elects to provide fuel to the Subcontractor, the District may cease providing such fuel at any time. If the District elects not to provide fuel to the Subcontractor or elects to cease providing such fuel as permitted hereunder, the District shall provide the Subcontractor with a fuel allotment (to be calculated at the rate of 6 miles per gallon) either, at the District's option, in the form of cash reimbursement for fuel purchased by Subcontractor or a credit card to be issued to Subcontractor for the purchase of fuel. Subcontractor hereby expressly acknowledges that it shall only be entitled to such fuel or fuel allotment as is necessary for the performance of the services required hereunder, and, in the case of any fuel allotment, Subcontractor further agrees that it shall maintain adequate records and documentation of all fuel purchases and shall strictly account to the I.U. and District for all such purchases.

The parties acknowledge that at the time of the execution of this Agreement the District shall provide the Subcontractor with a fuel allotment in the form of a credit card to be issued to Subcontractor for the purchase of fuel, with the understanding that this procedure shall be subject to change at the District's discretion pursuant to the preceding paragraph.

Notwithstanding the preceding two paragraphs, the parties agree that the Subcontractor shall be solely responsible for providing and paying for all fuel that is used by the Subcontractor in order for the Subcontractor to perform extra-curricular or co-curricular activities runs for the District.

6. Requirements Relating to Vehicles and Vehicle Operation.

- (a) In connection with the services to be provided by the District, through the Subcontractor, hereunder, Subcontractor hereby agrees to comply with all I.U. policies, District policies and all laws, rules and regulations, whether federal, state, county or municipal, which are now or in the future may be applicable to its business, equipment and employees engaged in or in any manner connected with the Subcontractor's provision of services including, without limitation, the Pennsylvania Motor Vehicle Code and all other laws applicable to the maintenance and operation of vehicles and Subcontractor hereby represents and warrants that all vehicles to be utilized in the provision of services hereunder are, and shall continue to be, in compliance with all such applicable laws, rules and regulations.
- (b) Subcontractor hereby represents and warrants that all vehicles to be utilized by Subcontractor in providing services are, and shall continue to be, in good and safe mechanical and sanitary condition. Subcontractor further agrees to perform routine preventative maintenance on the vehicles and to have the vehicles periodically inspected as required by Pennsylvania law.
- (c) Except as expressly provided herein, Subcontractor agrees that no person other than the driver, pupils and their belongings shall be transported in a vehicle

while it is engaged in transporting pupils to and from school. Notwithstanding the foregoing, a District employee, I.U. employee, or parent may be transported in the vehicle when approved in advance by the District.

- (d) Subcontractor hereby represents and warrants that no vehicle shall be loaded beyond the seating capacity as set forth in the minimum standards and as indicated on manufacturer's rated seating schedule/sticker.
- (e) Subcontractor hereby represents and warrants that the speed of all vehicles 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, PennDOT, as promulgated from the Pennsylvania Motor Vehicle Code.
- (f) With regard to the normal operation of daily runs, the Subcontractor agrees to utilize vehicles which are fourteen (14) years of age or less. For the purposes of this Agreement and all schedules and handbooks associated therewith, the parties agree that the age of vehicle shall be measured from the date of manufacture (as established by the vehicle's official vehicle identification number) to the commencement of the particular school term for which the measurement is made.
- (g) The Subcontractor shall install and maintain in each vehicle, or make available to each vehicle driver, an operable communication device which will provide real-time communication for the purposes of communicating necessary information about students or other emergencies relevant to student well being. The real-time communication may take the form of cellular telephones, radios which communicate between the Subcontractor's base of operations and the vehicle during its transportation time so that messages can be immediately relayed), or other communication methods providing similar communication abilities.

7. Indemnification.

Subcontractor shall defend, protect, indemnify and save the I.U., the District and the I.U.'s and District's officers, employees, agents, and Board Members harmless against any and all claims, demands, and causes of action of every kind and character, including attorneys fees, arising in favor of any person, including the Subcontractor or its agents or employees, on account of (i) the violation of any I.U. policy, District policy, law, rule, or regulation by the Subcontractor or the Subcontractor's agents or employees; (ii) the breach of any terms of this Agreement by the Subcontractor or the Subcontractor's agents or employees; or (iii) personal injuries or death, or damage to property occurring, arising out of, incident to or resulting directly or indirectly from the services to be provided by the Subcontractor pursuant to this Agreement. Subcontractor's duties and obligation in accordance with this provision shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

8. Access to Records.

Subcontractor shall provide the I.U. and/or District reasonable access to the records of the Subcontractor's business and, upon request, shall provide the I.U. and/or District copies or extracts of such records to enable the I.U. and/or District to evaluate the Subcontractor's performance hereunder and to verify compliance by the Subcontractor with all the obligations imposed upon Subcontractor hereunder.

9. Independent Contractor.

The parties hereto agree that they conduct completely separate businesses or affairs; are separate entities; are not partners or joint venturers in any sense whatsoever; and that Subcontractor's agents, employees, owners, and officers are independent contractors, and not employees of the I.U. or the District. Subcontractor shall pay all salaries; wages; social security withholding taxes; Federal, State and local taxes; unemployment insurance; and workers' compensation benefits relating to such employees. Subcontractor and Subcontractor's agents, employees, owners, and officers shall have no right to assume or create any obligation on behalf of the I.U. or the District. Subcontractor shall perform the services required hereunder in accordance with its own methods, subject to compliance with the terms of this Agreement.

10. Surveillance,

The Subcontractor agrees that at the request of the I.U. or District the Subcontractor will, at any time, during the term of this Agreement, install and operate visual or audio and visual recording devices in particular vehicles as selected by the I.U. or District. Said devices shall be supplied by the party requesting the devices and upon request shall be returned to said party normal wear and tear accepted. The party requesting the devices shall be responsible for the maintenance or replacement of broken units except that the Subcontractor shall be responsible for any damage cause by the Subcontractor's or the Subcontractor's agent's or employee's negligent, reckless or intentional conduct. Said equipment shall be operated in accordance with the policies and instructions of the party requesting the devices and the party requesting the devices agrees to indemnify and hold the Subcontractor harmless from and against all claims, causes of action and demands arising from operation of said equipment.

11. Permits and Licenses.

Subcontractor hereby represents and warrants that it has all necessary permits, licenses, and other approvals and authorizations which may be required by law and otherwise necessary to the provision of services hereunder. Subcontractor further represents and warrants that all such licenses, permits, approvals and authorizations are in full force and effect, shall be maintained in full force and effect, and that no suspension or cancellation of any form of them is threatened.

12. Conflicting Agreements.

The District and Subcontractor hereby represent and warrant that neither is a party to any agreement with any individual or group that would restrict, limit, interfere with, or otherwise

adversely affect its ability to fulfill its obligations under this Agreement. The District and Subcontractor further agrees that they will not enter into any such agreement.

13. Subcontractor Personnel.

All personnel assigned by Subcontractor to perform under this Agreement shall be subject to approval by the I.U. and the District. The I.U. and the District reserve the right to withdraw such approval at any time, and the I.U. and the District retain the right to require that any vehicle driver no longer perform services under this Agreement. Subcontractor agrees to maintain compliance with equal opportunity and affirmative action personnel policies as required by the Commonwealth of Pennsylvania. Drivers assigned by Subcontractor to transport handicapped or other pupils requiring special assistance shall be given special training by Subcontractor concerning the techniques of handling such children. This instruction shall be provided prior to such assignments by the Subcontractor, and to the satisfaction of the I.U. and the District.

14. Delegation of Authority.

The I.U. hereby delegates to the District and Subcontractor the necessary authority to supervise and to control pupils being transported in vehicles operated by the Subcontractor while they are in route, but such authorization shall not include the right to administer corporal punishment, nor the right to eject any pupil under circumstances that may or are likely to result in injury or danger to the pupil.

15. Incorporation of Handbook.

This Agreement and the obligations of the Subcontractor hereunder, shall further be subject to the rules, regulations and policies set forth in the Contractor's Handbook, which Handbook has been prepared by the District and is incorporated herein as though set forth at length. The District reserves the right to amend said Handbook as it shall, in its sole discretion, deem necessary from time to time and said amendments shall be binding upon their delivery to the Subcontractor.

16. Clearances.

The District and Subcontractor agree to provide proof of compliance with the Act 33, Act 34, and Act 114 requirements for all employees or agents who will have direct contact with early intervention students. Additionally, the District and Subcontractor agree to provide proof of compliance with the current Act 33, Act 34, and Act 114 requirements (including the FBI fingerprint requirements) for any new applicants that are hired by the District or Subcontractor and that will have direct contact with early intervention students.

17. Notices.

Any notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently communicated if delivered in person or if sent by certified or registered mail, postage prepaid, and properly addressed as follows:

If to the I.U.: _____

Attention: _____

If to the District: Warren County School District
185 Hospital Drive
North Warren, PA 16365-4885
Attention: Transportation Manager

If to the Subcontractor: _____

Attention: _____

Any party may from time to time change its address for purposes hereof by giving written notice of such changes to the other parties, but no such change shall be deemed to be effective until notice thereof is actually received by the parties to whom it is directed.

18. Binding Effect; Assignment.

This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective successors and assigns. Notwithstanding the foregoing, the Subcontractor may not assign, sub-contract or otherwise transfer this Agreement or all or any part of its rights or obligations hereunder without the prior written consent of the I.U. and the District.

19. Captions.

The captions contained in this Agreement are for convenience of reference only and shall not be deemed or construed to affect the meaning or interpretation of this Agreement.

20. Severability.

In the event that any word, phrase, clause, sentence, or other provision herein shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provisions herein.

21. Entire Agreement; Amendment.

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby during the term contained herein and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. No modification or amendment of any provision of this Agreement shall be effective unless made in writing, duly signed by the parties hereto, and duly approved by the I.U.'s and District's Boards of Directors.

22. Governing Law.

This Agreement shall be construed and enforced in accordance with, and the legal relations between the parties shall be governed by, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT

Board Secretary

By: Board President

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Board Secretary

By: Board President

SUBCONTRACTOR

By: