BOYERTOWN AREA SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (this "Agreement"), effective as of July 1, 2019, is made by and between the BOYERTOWN AREA SCHOOL DISTRICT, 911 Montgomery Avenue, Boyertown, PA 19512 (the "District"), and QUIGLEY BUS SERVICE, INC., a Pennsylvania corporation, with a principal place of business at 326 Main Street, Bally, PA 19503 ("Contractor").

W I T N E S S E T H:

WHEREAS, the District and Contractor are parties to that certain Transportation Services Agreement effective July 1, 2014 (the "2014 Agreement");

WHEREAS, the 2014 Agreement between the District and Contractor expires after the 2018-2019 school year;

WHEREAS, the District opted to negotiate a new agreement, and the District and contractor have agreed to terms for the new agreement;

WHEREAS, the District and Contractor desire this Agreement to reflect their understanding with regard to the negotiated rates, modification of the terms of the 2014 Agreement, and other items.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1. **Statement and Purpose and General Rule.** For the purpose of this contract and interpretation thereof, it is agreed that the transportation of school children is an unusual and specialized function. It is the essence of this contract that the students be transported to and from school regularly, promptly, safely, and without interruption or incident, and that the interests of the children in such transportation shall take precedence over the interests of either the Contractor and its drivers or the District. It shall be a primary obligation of the Contractor to operate its affairs so that the District will be assured of this continuous and reliable service. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel and equipment.

2. **Term of Agreement.** The 2014 Agreement is hereby terminated effective as of June 30, 2019. The term of this Agreement shall be for and during the period commencing July 1, 2019 and terminating June 30, 2024. The continuation of the transportation agreement is contingent upon satisfactory performance by the Contractor. If the performance of service is not acceptable, the Agreement shall be terminated by the District at no additional cost to the District. The District shall be the sole determiner of the quality of service and whether it is satisfactory, however, the District shall act in good faith in making a decision to terminate based upon quality of service.
3. **Scope of Contract.** For the consideration hereinafter mentioned, the Contractor agrees to provide transportation for school pupils designated by the District to and from their designated stops at the rates set forth on Schedule A attached hereto and made a part hereof. Upon the District's request, Contractor also agrees to submit pricing for all special needs, extended school year and any other supplemental transportation needs based on the rates as set forth in Schedule B attached hereto and made part of this agreement.

4. **Payment.** The District shall pay the Contractor for its services rendered under the terms of this Agreement each month beginning in October of the school year and ending in June of the school year. Payment shall only be rendered upon the successful submission of an invoice to the District's Transportation Office by the Contractor no later than the third (3rd) business day of each of the months between October and June of the school year. For days students are transported in June; Contractor must submit an invoice no less than three (3) days after the last day students are transported. All invoices must be submitted to the District's Transportation Office. Invoices received by the third (3rd) business day of the month will be paid by the twentieth (20th) of the month with payment of the June service invoice paid by June 30th. Invoices not submitted by the Contractor on or before the date as specified shall be carried by the Contractor until the next billing date at no additional cost to the District.

5. **Insurance.** During the term of this Agreement, the Contractor will maintain automobile, general and umbrella liability covering all operations, locations, vehicles and employees used in the performance of this Agreement. The District shall be named as an additional insured under these policies, except for Workers' Compensation Insurance. The minimum required limits of insurance are as follows:

- **Business Automobile Liability** $2,000,000
- **General Liability** $1,000,000
- **Pollution Liability** $1,000,000
- **Umbrella Liability** $4,000,000
- **Workers' Compensation At Statutory Limits**

The insurance company must be licensed and authorized to do business in the Commonwealth of Pennsylvania. A certificate of insurance in favor of the District must be provided. It must clearly show the District is named as additional insured, and it must further provide that the policy shall not be canceled, non-renewed or materially changed so as to affect the insurance described until 30 days notice of such action has been delivered to the District. Material changes of coverage shall be approved by the District. Insurance company shall be rated A or A+ by Best.

6. **Routes, Schedules and Vehicle Rosters.** By August 10 of each year, the District shall supply routes, stops and schedules to the Contractor. Each route shall be driven by the Contractor or his designee, to learn the route and make suggestions for its improvement. The Contractor shall collaborate with the District as needed to determine more efficient, safe and effective transportation services and routes. By August 15 of each year, the Contractor shall meet with the District's Transportation Supervisor, or his/her designee, to finalize each route.

Vehicle routes and stops shall be formally determined by the District as the occasion demands. Contractor shall not deviate from the designated routes except by written consent of the District or in the case of sudden emergency, which shall be reported promptly to the District's Supervisor of Transportation, or designated representative for approval. The District's Board of School Directors and/or Administration will review routes for, among other things, continuity and
direction.

An operating time schedule shall be prepared for each school year by the District. This schedule shall designate the time and the place of all vehicle stops and shall be posted in the vehicle. Vehicles shall not depart from the designated stop prior to the scheduled time of departure unless all pupils to be transported from that point are aboard. The time schedule may be modified by the District as the occasion demands.

Pupils shall be taken on and discharged from the vehicle only at the designated stops and at the extreme right of the road. No pupil shall be permitted to get on and off the vehicle while it is in motion. No school vehicle operator shall start his vehicle or signal the driver of any vehicle who has stopped in compliance with the provisions of the school laws of Pennsylvania, to proceed until after each child has alighted from the vehicle and shall have reached a place of safety.

If a student cannot be picked-up at her or his designated stop, the driver shall immediately notify her or his director. The Contractor's director shall immediately notify the District's Transportation Supervisor, or his/her designee. The District's Transportation Supervisor will inform the Contractor's director of the action the driver shall take.

If a student cannot be returned to her or his designated stop, the driver shall immediately notify her or his director. The Contractor's director shall immediately notify the District's Transportation Supervisor, or his/her designee. The District's Transportation Supervisor, or his/her designee, will provide instructions to the Contractor's director that the student shall be returned to the building's office of the school she or he attends, to the District's Transportation Office or other designated location.

Under no circumstances when returning a kindergarten student to her or his designated stop is the student allowed off the vehicle if a responsible person is not present to receive the student. The driver shall immediately notify her or his director. The Contractor's director shall immediately notify the District's Transportation Supervisor, or his/her designee. The District's Transportation Supervisor, or his/her designee, will provide instructions to the Contractor's director that the student shall be returned to the building's office of the school she or he attends, or to the District's Transportation Office or other designated location.

No person other than an assigned school pupil shall be transported in Contractor's school vehicles unless an exception is granted by the District's Transportation Supervisor, or his/her designee. Nothing except passengers and their belongings shall be transported in Contractor's vehicles while engaged in transporting pupils under this Agreement.

Routes may be consolidated or eliminated by the District for reasons of efficient operation. There shall be no penalty levied against the District for any route changes made. There will be no limitation on the number of routes operated by the Contractor during the life of the Agreement.

7. **Discipline and Safety.** The District hereby delegates to the Contractor the necessary authority to supervise and to control students on the vehicles operated by her/him while they are en route under such rules as are adopted by the District, but such authorization shall not include the right to administer corporal punishment, nor the right to remove any student from a vehicle. All incidents related to discipline and safety are to be reported to the District's Transportation Supervisor and the Building Principal of the individual or individuals involved by telephone by the end of the business day in which the incident occurred and on approved forms by the end of the next business day following the day on which the incident occurred. The District will provide the Contractor with telephone numbers for the District's Transportation Supervisor...
and the Building Principal, with voice mail capability. The District will provide the Contractor with a report concerning the disposition of the disciplinary incident on the approved form. Copies of such forms shall be maintained for at least two (2) years by the Contractor.

8. **Contractor Qualifications.** Upon request, the Contractor shall furnish proof that it has an organization and facilities to fulfill obligations required by this Agreement. Competency and responsibility of the Contractor, its employees and the reliability of its maintenance service will be considered in the District's determination of the quality of service.

Contractor must:

a. demonstrate sensitivity to and willingness to comply with the above Statement of Purpose;

b. maintain a permanent place of business, including the terminal(s), inside the boundaries of the District, as specified in Section 9 below;

c. have adequate plant and equipment to do the work required promptly and expeditiously;

d. have suitable financial status to meet obligations incidental to the work;

e. have appropriate technical expertise;

f. have drivers with first aid and CPR certifications;

g. provide in-service training for drivers in a location and time agreed upon by the District on topics, including, but not limited to, how to develop a good student and parent working relationship and other topics determined by the District that will assist in the efficient and effective operation of transportation services; and

h. annually review with the District and administer the District's Transportation Policies and Procedures in like fashion as the District itself.

Contractor shall provide the following within ten (10) days after being notified for the need for said information unless otherwise provided.

a. Audited financial statements for the past three (3) years prepared by an independent certified public accountant, or equivalent evidence of fiscal responsibility.

b. References listing the other school districts of comparable size in which the Contractor is providing or has provided similar services. The addresses and telephone numbers of these school districts are required. The names of contact persons, addresses and telephone numbers are also required.

c. Resumes of the management staff to be servicing the contract to be provided to the District by August 10 of each year and any change must be provided to the District within 72 hours of such change. Resumes shall outline the experience, training, and qualifications of each individual on said staff.

d. The safety record of the Contractor for the past three (3) years. The safety record
shall state the following:

- Size of fleet;
- Miles traveled under the supervision of the company;
- Number of accidents;
- Number of accidents in which the Contractor's drivers were at fault;
- A report of all incidents other than motor vehicle accidents involving injury or fatality:
- Dollar value of the accidents; and
- A summary report of each accident, including the date, time, location, description of any injuries or fatalities, and action taken by the Contractor as a result of the accident if the Contractor's driver was at fault.

9. Required Facilities. Contractor shall be required to maintain a permanent office and maintenance facility at one or more locations within the District. All vehicles used under this contract shall be stored in a secure lot or lots within the District. Any vehicles not parked on a secure lot must be communicated to the Transportation Supervisor for approval. Cleaning, repairs and maintenance shall be performed at a maintenance garage operated or contracted by the Contractor within the District. All facilities must be adequate for the purposes intended and must comply with all applicable local codes and ordinances. The District reserves the right to inspect all contract-related facilities during normal business hours.

The District agrees to rent to the Contractor the established bus parking lot, office space (consisting of a 12-foot (x) 10-foot, 6-inch office area) and associated parking for the aforementioned office space noted below located at the District's Supportive Services Building, 1131 Montgomery Avenue, Boyertown, PA 19512 during the period commencing July 1, 2019, and terminating June 30, 2024, on a month-to-month basis. The aforementioned established bus parking lot, office space (consisting of a 12-foot (x) 10-foot, 6-inch office area) and associated parking for the aforementioned office space noted below shall be referred to herein collectively as the “Rented Space.” Contractor shall maintain the Rented Space and abide by reasonable conditions of occupancy imposed by the District. Upon notification from the District to the Contractor to vacate the Rented Space, the Contractor will have 60 days to remove vehicles and operations from the site. If Contractor fails to vacate the Rented Space on time, the District shall be entitled to immediate possession and may institute proceedings to recover possession without first giving notice to Contractor. In the event the District institutes legal proceedings to recover sums due and owing or to have Contractor removed from the Rented Space, Contractor shall pay to the District all costs that the District incurs as a result, including court costs and attorneys fees. The rental rate during the term of this Agreement will be $3,500 per month for the Rented Space. Without prior demand, the Contractor shall remit payment to the District via check made payable to “Boyertown Area School District” in the amount of $3,500 in advance by the first day of each month to Boyertown Area School District, Attention: Business Office, 911 Montgomery Avenue, Boyertown, PA 19512. If the parties agree to increase the area included in the Rented Space, the parties shall do so by written agreement and upon terms and conditions acceptable to the parties.

Contractor employee (drivers/aides) parking outside the fence at the Supportive Services Building is limited to the south side of the building in the gravel area only. Contractor employee (staff) parking outside the fence at the Supportive Services Building is limited to one (1) space on the north side of the building.

10. Equipment Requirements. School buses, vans and all other vehicles used in the
performance of this contract shall at all times meet all applicable federal, state, and/or local laws, regulations, and/or ordinances. Furthermore, all school vehicles shall pass State required inspection(s), as well as pass inspection by the Pennsylvania State Police prior to the start of a new student school year.

Every vehicle shall be completely examined once every three months during the term of this Agreement as to, among other things, front end, brakes, tires, motor, and a report of such inspection shall be filed in the office of the Contractor and made available to the District as part of the yearly review or immediately upon request of the District.

The Contractor shall be responsible for the payment of all operating expenses of each vehicle, and the cost of maintenance to keep each vehicle in good working condition, properly serviced and greased, and shall make all necessary repairs and replacements. Contractor shall pay for all fuel, oil, antifreeze, vehicle washing, garage expenses, highway road service, towing charges, and tolls required or incurred in connection with the operation of the vehicles. Contractor shall maintain each vehicle in good working order and condition.

All vehicles used in connection with this contract shall be cleaned in the interior at least daily and exterior washed monthly, weather permitting. Vehicles at all times shall be maintained in a clean condition. Exterior cleaning will be excused when the temperature is at or below freezing. The Contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under this contract and keep a written record of said daily pre-trip inspections and make the written records available to the District upon request of the District.

The District retains the right to inspect the school buses and all other vehicles used to transport Boyertown resident students at all reasonable times and by all reasonable means to insure safety compliance.

The Contractor shall certify a list of all vehicles to be used in this contract, prior to August 10 of each year, and furnish the following information to the District's Transportation Supervisor, or his/her designee:

- Name of manufacturer
- Serial number (VIN) & PDE year of Manufacture
- Pupil capacity
- Odometer reading

Inclusion of a vehicle on the Certified List shall be a certification that the vehicle meets all applicable specification requirements, including particularly certification that all required maintenance and inspections are complete and that the vehicle is in safe operating condition. The Certified List shall further indicate whether the vehicles are designated as Regular or Replacement vehicles. Vehicles designated as Regular vehicles must be dedicated to the exclusive use of the District.

No vehicle shall be used for contract work unless it is pre-certified for compliance with the equipment specifications. Use of an uncertified vehicle shall forfeit compensation for any services rendered by such a vehicle on a per diem basis, and shall constitute sufficient grounds for termination of the Agreement.

From time to time throughout the school year, Contractor may add or subtract vehicles from the Certified List or change designations, provided all other requirements are met, by written
change submitted to the District. No change shall be deemed approved until written approval of the change is provided to the Contractor by the District's Transportation Supervisor. Following a change to the Certified List pursuant to the foregoing, the Contractor shall provide the District with an updated Certified List that clearly identifies the vehicle changes that were made.

During the contract period, no transportation vehicle can be older than ten (10) years. The average age of the bus fleet shall be no greater than six (6) years old. All vans utilized for the performance of this contract may be no older than eight (8) years old from the date of manufacture. Spare vehicles, as defined below, are an exception to the age requirement and may be older than 10 years.

Contractor shall maintain a supply of designated spare vehicles dedicated exclusively to District uses, to be used as Replacement vehicles. Replacement vehicles are those used to replace Regular vehicles which break down. The supply of Replacement vehicles for each type of vehicle (i.e. bus, van) shall be equal to 10% of the required number of Regular vehicles of that type rounded upward to the nearest whole number: i.e., if there are 56 buses and 11 vans required for regular runs, 6 buses and 2 vans are required as Replacements.

The District requires that all Contractor's vehicles used in connection with this contract be equipped with Two-Way Radios, that will allow contact between the Contractor's office and the vehicles. A base station is to be established in the Contractor's facility allowing two-way communication with the vehicles. The Contractor will also be required to maintain a separate base station in the District's Transportation Office to permit emergency communications directly from the District to the Contractor's drivers and to permit the District to monitor communications generally.

The District requires the Contractor prior to July 1, 2019 to install, at no cost to the District and at a minimum, video monitoring equipment with audiotaping capabilities in all buses 48-passenger and larger. The video monitoring equipment with audiotaping capabilities is subject to the approval of the District. The Contractor shall give the video tape or comparable media and audio tape or comparable media used to record student and driver behavior and/or audio to the District's Transportation Supervisor within 24 hours unless agreed upon otherwise. The Contractor shall annually notify the District's Transportation Supervisor which buses contain video monitoring equipment with audiotaping capabilities being used to transport Boyertown resident students. Proper signage disclosing the use of video and audio monitoring equipment will be posted in the bus and near the entrance to the bus, to satisfactorily disclose to students and parents that the bus contains surveillance equipment.

In the District's sole discretion, the District or the District’s vendor may install, at no cost to the Contractor, GPS equipment selected by the District in all Contractor's vehicles used in connection with this Agreement. The GPS equipment will be owned by either the District or the District’s vendor, and the Contractor will have no ownership interest in the GPS equipment. The Contractor shall use reasonable efforts to maintain the GPS equipment in the same condition as when it is installed, ordinary wear and tear excepted. The GPS equipment shall be returned to the District or the District’s vendor as of the date this Agreement terminates.

11. **Termination.** At anytime during the contract period, the District may terminate Contractor for cause (as defined below) effective immediately upon notice to Contractor. If at a duly convened meeting of the Board of School Directors of the District (of which Contractor was given reasonable advance notice and at which time Contractor and Contractor's counsel had the opportunity to be heard) a resolution was duly adopted by the Board finding that, in the good faith
judgment of the Board, (1) an event constituting cause occurred, and (2) either, despite prior reasonable written notice from District to Contactor, Contactor had a reasonable opportunity to take remedial action but failed or refused to do so, or an opportunity to take remedial action would not have been meaningful or appropriate under the circumstances.

For purposes of this Agreement cause shall mean:

a. Contractor breaches, neglects or fails to diligently perform to the reasonable satisfaction of the District's Board of School Directors, or its designee, any or all of Contractor's responsibilities under this Agreement;

b. Contractor commits through any of its employees an act of dishonesty or breach of trust, or acts in a manner which is adverse or injurious to the interest of the District;

c. Contractor violates or breaches any of the provisions of this Agreement;

d. Contractor's act or omission to act results in or is intended to result directly in gain to or personal enrichment of Contractor at District's expense;

e. Contractor is indicted for or convicted of a felony or any crime involving larceny, embezzlement or moral evil;

f. Contractor becomes insolvent, makes an assignment for the benefit of creditor(s), files or has filed against Contractor a Petition for Relief or other proceeding under federal bankruptcy law or state insolvency law or is assessed, or administered in any type of creditor's proceedings; or

g. Contractor assigns (as that term is defined in Section 23) the Agreement or its interest therein in violation of Section 23 below.

In termination of this Agreement pursuant to this Section, all rights to compensation of Contractor shall cease as of the date of termination, except Contractor shall be entitled to any unpaid portion of Contractor's compensation earned prior to the date of termination.

12. **Fuel Costs.** Contractor is responsible for the purchase of all fuel necessary to provide services outlined in this Agreement. Contractor will purchase fuel from District. District shall purchase fuel by competitive bid or other authorized procurement method in order to endeavor to obtain the lowest possible price from a responsible fuel provider. Contractor shall advise the District how many gallons of fuel the Contractor needs. Contractor is responsible for the storage of all fuel in tank(s) that meet all Federal, State and local governmental laws, codes and regulations except for the tank located at District Supportive Services Building for which District assumes responsibility. To protect Contractor against increases in gasoline/diesel fuel prices over which neither District nor Contractor has control, a base price for fuel used in the operation will be set at **$4.00 per gallon** for both gasoline and diesel fuel.

District shall compensate Contractor for any difference in excess of the base price according to the following:

- 50% of total miles operated
- Divided by 6 miles per gallon for buses
• Divided by 12 miles per gallon for vans
• Multiplied by amount fuel cost exceeds base price

For example, if (1) Contractor's buses travel 1,200,000 miles during the 2019-2020 school year; (2) at 6 miles per gallon; (3) with the base price set at $4.00 per gallon; and (4) 190,000 gallons total fuel is purchased for buses for the school year at a cost of $855,000, the District shall compensate Contractor as follows:

Fifty percent (50%) of total miles operated divided by 6 mpg = Total gallons which are District responsibility

\[
\frac{600,000 \text{ miles}}{6 \text{ mpg}} = 100,000 \text{ gal.}
\]

Total dollar amount (not less than base price per gallon) divided by Total gallons purchased = Average price per gallon

\[
\frac{$855,000.}{190,000 \text{ gal.}} = $4.50 \text{ per gal.}
\]

Average price per gallon minus base price = Average price per gallon over base price

\[
$4.50 \text{ per gal.} - $4.00 \text{ per gal.} = $0.50
\]

Average price per gallon over base price x total gallons which are District responsibility = Total cost to District

\[
$0.50 \times 100,000 \text{ gal.} = $50,000.00
\]

Contractor will charge District lump sum for school year on June invoice. Payment to be made according to Section 4, Payment above.

The fuel costs equation is only applicable to regularly scheduled bus runs as scheduled by the transportation office. Any bus run competitively bid for any reason including but not limited to special education placements outside of the district, extended school year and early intervention will not be subject to this provision of the contract due to the fact that the runs are bid separately and are competitive in nature. The total miles will be the sum of all loaded and unloaded miles per the District's software program as submitted to the Pennsylvania Department of Education annually. This will also effectively exclude field trips and extra-curricular transportation from the fuel clause.

Contractor also agrees to hold harmless District from any and all liabilities regarding the use and storage of all said fuel in Contractor tanks but not in tank located at District Supportive Services Building.

13. **Driver Qualifications.** The Contractor shall provide competent drivers who shall be thoroughly reliable and of good moral character, and shall carry a currently valid certificate issued by the examining physician indicating the passing of an annual physical examination required by the Bureau of Traffic Safety of the Pennsylvania Department of Transportation, the Pennsylvania State Police and all other applicable requirements.
The driver shall not be less than twenty-one years of age. The driver shall refrain from the use of profane, indecent and inappropriate language while performing her or his work duties. When students are present, the driver shall exercise appropriate and non-physical means of controlling student behavior on vehicles; shall abstain from the use of intoxicating beverages or drugs on the days when she or he transport student(s); shall not smoke at anytime in any of the vehicles and shall further observe the District's No Smoking Policy when on District property; shall be capable of making emergency repairs to vehicles: and shall be appropriately licensed by the Commonwealth of Pennsylvania to operate all vehicles provided by the Contractor during the time period when the driver is operating such vehicle. Contractor shall provide evidence to the District of the establishment of a random drug testing and mandatory post-accident testing of drivers, said testing to provide for evidence of marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP), as well as other substances that may be authorized pursuant to Department of Transportation regulations, Urban Mass Transportation Administration Regulations and/or Federal Highway Administration Regulations. Said drug testing is further to be required for pre-employment and during routine medical examinations, if permitted by law. District shall have the right, from time-to-time, to require such evidence of drug testing to be submitted to it. No driver shall work for the Contractor for more hours per day than are permitted by any and all applicable laws and regulations. Any state driver schooling and training is to be completed as required at the Contractor's expense. The Contractor shall comply with all Federal, State and local required regulations pertaining to drivers.

The Contractor agrees to comply with all provisions of Act 34 of 1985 and Act 151 of 1994 and as the same has been or may be amended from time to time, regarding background checks of prospective employees, and to provide to the District's Transportation Supervisor, or his/her designee, the criminal history record information required by the two aforementioned Acts in advance of assigning any person to a position involving direct contact with students. The Contractor further agrees to indemnify the District, the Board of School Directors and any all district employees for any civil penalty assessed on account of non-compliance with the Acts with respect to the Contractor, its agents or employees.

A certified list of all drivers and substitute drivers and their telephone numbers shall be provided by August 10 of each year to the District's Transportation Supervisor, or his/her designee, and shall be updated in writing as may be necessary from time to time and within 24 hours of any change. Inclusion on the list shall be certification of compliance with all requirements. The District may require such documentation of compliance as it deems fit. No uncertified driver may drive under any circumstances. The use of an uncertified driver shall result in the District not being charged for the service provided by the uncertified driver.

Contractor agrees that the Board of School Directors, or its designee, shall have the right to request dismissal from service to the District any person who, in the opinion of the Superintendent, or their designee, is not qualified or otherwise acceptable to fulfill the Statement and Purpose and General Rule of this Agreement and the Contractor shall not refuse such request.

The Contractor shall require all drivers to comply with the following safety precautions:

a. All traffic regulations must be observed at all times.

b. Each driver shall remain with her or his vehicle at all times whether at a school building or en-route. Each driver shall turn on the two way radio before starting her or his route and keep the radio on until she or he has
reported off of work. Two way radios shall be kept on while waiting for students at any location.

c. It shall be the duty of each driver to operate her or his vehicle at a reasonable rate of speed at all times in conformity with weather conditions and with traffic ordinances and regulations governing the use of buses, vans and motor vehicles.

d. Each driver shall use all care to guard the children, prevent undue crowding and maintain order in the vehicle at all times without the use of force or fear. Any child refusing to obey the driver shall be reported to the principal of the school which the child attends and to the District's Transportation Supervisor on the District provided forms.

e. All children riding on the vehicles are to be carried to their designated vehicle stops. Under no circumstances will drivers change an assigned vehicle stop unless prior approval has been granted by the District's Transportation Supervisor, or his/her designee. No driver shall leave a designated stop (children loading area) prior to the scheduled time of departure, unless all students from the designated stop are in the vehicle, nor will a driver refuse a student, attending a Boyertown Area School District facility entrance into the vehicle at the stop as a means of discipline.

f. Under no circumstances shall a driver stop to fuel a vehicle while in the process of transporting students.

g. No vehicle shall carry passengers in excess of the manufacturer's rated seating capacity, or as set forth in the minimum standards and as indicated on the "approved school bus sticker."

The use of District assigned vehicles for service other than that of the District shall not be allowed. Since the transportation to be performed hereunder is based on a time schedule, it is expected that the Contractor will comply to those schedules within reason. Contractor shall provide enough substitute drivers to cover all absenteeism as well as for vehicle breakdown coverage.

Any repetition of lateness or failure to adhere to the schedule, and District transportation policies and/or procedures, shall constitute a breach of the Agreement. This provision shall have no application in the event of an emergency due to an Act of God, adverse weather conditions and such other causes as the Superintendent of Schools, Business Manager, or District's Transportation Supervisor, in their discretion, shall excuse compliance therewith.

Failure of a driver to observe any and all regulations shall be deemed sufficient reason for the removal of said driver from participating in the performance of this Agreement.

Failure to operate vehicles in accordance with this Agreement by the Contractor shall be deemed a material breach of the Agreement.

Continuity of drivers and assignments is required. Failure to maintain 75% continuity, monitored on a bi-annual basis is sufficient grounds for termination.

If the Contractor fails to perform the services outlined in this Agreement, Contractor shall
receive no compensation for the day or days involved, and the District shall have the right to secure other transportation as may be necessary and charge the cost of the same to the account of the Contractor plus a maximum penalty of twenty percent (20%) of the daily rate.

At no additional cost to the District, Contractor shall require Criminal History Reports (24 P.S. §1-111), Child Abuse Clearances (23 Pa.C.S. §6344), and Employment Background Checks (24 P.S. §1-111.1) for every individual that Contractor intends to utilize in conjunction with this Agreement prior to the individual performing services pursuant to this Agreement. Where desired, the District may request documentation received by the Contractor relating to the above Criminal History Reports (24 P.S. §1-111), Child Abuse Clearances (23 Pa.C.S. §6344) and Employment Background Checks (24 P.S. §1-111.1). The District reserves the right to review and/or audit the foregoing background clearances for all individuals that Contractor intends to utilize in conjunction with this Agreement. The failure of the Contractor to comply with this paragraph shall constitute a default of this Agreement.

When it becomes necessary for the Contractor's supervisor to drive a vehicle, Contractor's Bally base or the assistant transportation supervisor will handle any and all vehicle related and other transportation problems except for any student related matters within the purview of the District.

14. Other Required Personnel. The Contractor must provide a full-time director for all services provided under the contract, who will be on the job each day. This supervisor must be readily available and have a telephone at her or his place of residence and at her or his place of work. The District's Transportation Supervisor, or his/her designee, shall be considered the representative of the District in coordinating the daily operation of the contract. The Contractor's director must be approved by the District. This director shall be a representative of the Contractor and all communications given to the Contractor's director shall be binding as if given directly to the Contractor.

The Contractor shall supervise and direct the execution of this contract with the best possible skill and attention for the safe transportation of the students of the Boyertown Area School District.

Laborers and mechanics employed by the Contractor shall be residents of the Commonwealth. Failure to keep and comply with this provision shall be sufficient legal reason to refuse payment of the contract price to the Contractor. (Act of July 19, 1935, P.L. 1321).

15. Penalty for Failure to Comply with Agreement Requirements. If the Contractor fails to conform with any of the requirements for the provision of drivers or vehicles, he shall pay the daily rate applicable to the route in question, plus a maximum penalty of twenty percent (20%) of the daily rate applicable to the account of the Contractor on the contract price for such interrupted service.

16. Other Violations. Any violation of the terms of this Agreement may, at the option of the District, be cause for termination. In addition, the parties agree that in the event of such a default by the Contractor, the District's damages shall include incidental and consequential damages which are inherently incapable of estimation. The parties agree therefore that the District should be entitled to liquidated damages in the amount of $500.00 for each violation on a daily basis.

In the event any property or service furnished by the Contractor should not conform to the specifications contained herein, the District may reject the property or service. In such event, the
District's Transportation Supervisor, or his/her designee, may instruct the Contractor in writing that the equipment shall be replaced with approved equipment by the Contractor.

Should the Contractor default in the performance of the contract, the District may procure such vehicles or services from other sources in any manner provided by law and shall have the absolute right to deduct from any moneys due the Contractor, the difference between the contract price and the actual cost of the property or services to be replaced or substituted plus a maximum penalty of twenty percent (20%) of the daily rate. The District shall have the absolute right to surcharge the Contractor for any additional costs, including administrative costs.

17. **Inclement Weather.** The Superintendent, or his/her designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The Contractor agrees to abide by the decision of the Superintendent, or his/her designee, and operate on the assigned schedules and routes. Transportation shall be provided during inclement weather and on those days when the District starts late and/or dismisses students early from regularly scheduled classes.

18. **School Closing.** The Contractor acknowledges that the Superintendent of the District, or his/her designated representative, shall make the final decision as to whether public schools within the District will be opened or closed. The Contractor will provide the District's Transportation Supervisor, or his/her designee, with necessary updates prior to departure of first buses on road conditions during those periods when inclement weather, etc. can cause hazardous travel for the bus fleet. Utilizing bus driver reports and direct observations, the Contractor, or appointee, will advise the District's Transportation Supervisor, or his/her designee, on those early mornings when school delays and closings are possible. He will then keep the District's Transportation Supervisor advised during the day when the roads remain or become hazardous.

19. **Accident Spokesperson.** In the event of an accident, the driver and/or the Contractor shall immediately inform the District's Transportation Supervisor. The Superintendent, or his/her designee, shall be the sole spokesperson with media regarding any accident.

20. **Strike Conditions.** In the event of a strike by Contractor's drivers, the District shall have their right to secure such other transportation as may be necessary and charge the cost equaling the daily rate plus a maximum penalty of twenty percent (20%) of the daily rate to the account of the Contractor on the contract price for such interrupted service. In the event said cost for alternate transportation is less than the Contractor's daily rate, then the deduction shall be equal to said amount plus a maximum penalty of twenty percent (20%) of the Contractor's daily rate where appropriate. The District will provide assistance to resolve a labor dispute to the extent advised by its solicitor.

In the event of a strike or work stoppage by the District personnel, the Contractor is to perform his normal duties while school is kept in session. The District has the right to secure such other transportation as may be necessary and charge the cost thereof equaling the daily rate plus a maximum penalty of twenty percent (20%) of the daily rate to the account of the Contractor on the contract price for interrupted service. In the event said cost for alternate transportation is less than the Contractor's daily rate, then the deductions shall be equal to said amount plus a maximum penalty of twenty percent (20%) of the Contractor's daily rate where appropriate.

21. **Independent Contractors.** Contractor understands that in performing this Agreement, Contractor is acting in the capacity of an independent contractor, and the Contractor shall not be an agent, servant, partner, nor employee of the District. Contractor shall be solely
responsible to pay its own federal, state and local income taxes for its employees, salaries, social security payments, and any and all other payments incurred by Contractor in the performance of the Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the District to its employees, including but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Contractor and/or any and all of Contractor's agents, servants, and employees. Contractor has no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of District to bind the District in any way whatsoever.

Contractor shall agree, in the performance of the services required under this contract, Contractor has full and sole responsibility for compliance with all applicable laws, statutes, ordinances, and regulations. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder, unless otherwise stated.

22. **Indemnification.** In addition to the insurance requirements included as part of this Agreement, Contractor shall also indemnify, defend and save harmless, District, its directors, officers, agents, workers, servants, or employees from and against any and all claims, suits, judgments, demands, causes of action, damages, costs, expenses, including reasonable attorneys' fees, with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor in the performance of the contract, and further agrees to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason of negligent instructions or directions given or purportedly given by any of the District's representatives with respect to the performance of the contract.

23. **Subcontractors, Substitutions, Assignment.**

   a. **Subcontracts.** No subcontract shall be made with any other party for the furnishing of any of the services to be provided in accordance with this Agreement without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

   b. **Substitutions.** Another vehicle 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 District's Transportation Supervisor, or designated representative, but only for the duration of the emergency.

   c. **Assignment.** Contractor shall not voluntarily, involuntarily, or by operation of law, assign, lease, sell or transfer (herein collectively referred to as an "assignment") the Agreement or any interest of Contractor in the Agreement or any monies due or to become due under the Agreement, in whole or in part, without first obtaining in each and every instance the prior written consent of the District, which consent may be withheld in District's sole and absolute discretion. Any consent by the District to an assignment shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment, including, but not limited to a subsequent assignment by any trustee, receiver, liquidator, or personal representative of Contractor. If the Agreement or any interest of Contractor therein be assigned, after having obtained the District's prior written consent thereto, Contractor shall nevertheless remain fully liable for the full performance of all obligations.
under the Agreement to be performed by the Contractor and Contractor shall not be released therefrom in any manner. If the Agreement or any interest of Contractor therein be assigned, without obtaining the District's prior written consent thereto, such assignment shall constitute a violation and breach of this Agreement, and the District, in addition to all other rights and remedies available under this Agreement, at law or in equity, will have the option to renegotiate or terminate this Agreement or continue for the remaining term of the contract.

(i) Except as provided in the last sentence of this subsection (i), if at any time any part or all of the corporate shares or other forms of ownership interests of Contractor, or of a parent corporation or entity of which the Contractor is a direct or indirect subsidiary, shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Contractor or of such parent corporation by the person or persons owning or controlling a majority of the shares or other forms of ownership interests of Contractor or of such parent corporation or entity on the date of this Agreement, Contractor shall promptly notify the District in writing of such change, and such change in voting control shall constitute an assignment of the Agreement and Contractor's interest in the Agreement for all purposes of this Section 23. Notwithstanding the foregoing, a transfer of any part or all of the corporate shares of Contractor to an immediate family member ("immediate family member" is defined as a parent, child, sibling or grandchild of those persons owning voting shares of Quigley Bus Service, Inc. on the date of this Agreement) shall not constitute an assignment, so long as Brian R. Quigley retains the office of President or Vice President of Quigley Bus Service, Inc. for the term of this Agreement.

(ii) If at any time all or substantially all of the assets owned by Contractor, or a parent corporation or entity of which Contractor is a direct or indirect subsidiary, shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition, Contractor shall promptly notify the District in writing of such transfer, and such transfer shall constitute an assignment of the Agreement and Contractor's interest in the Agreement for all purposes of this Section 23.

24. Recordkeeping and Repairs. The Contractor agrees to keep and file in a timely manner any records or reports as may be required by the District and/or Commonwealth of Pennsylvania Department of Education, including but not limited to a passenger count, mileage, vehicle identification, dispatching information, maintenance and fuel records, complaint logs and disciplinary reports. The Contractor shall keep a record of check-in and check-out times of all drivers in order to determine whether or not all vehicles have been dispatched. A copy of this record may be requested by the District.

25. Discrimination. Pursuant to the provisions of Act No. 222., October 27, 1955, as amended by Act No. 19, February 28, 1961 and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 8, 1963, and the Regulations of the Pennsylvania Human Relations Commission, as approved by the Attorney General, July 7, 1965, as well as the District's own non-discrimination policy, the Contractor agrees that he will comply with the provisions of Pennsylvania Human Relations Act and all other federal, state or local anti-discrimination laws, ordinances and regulations in providing equal employment opportunities in connection with all work performed by him, pursuant to this Agreement, the Contractor, therefore, agrees to the following statements:

a. The Contractor will not discriminate nor permit discrimination by his agents, servants or employees or applicants for employment with regard to hiring, tenure of employment, promotion, terms, conditions, or privileges of employment at job sites covered by this contract, because of race, color, gender, religion, age, handicap or national origin, and will take such
affirmative action as is hereinafter set forth to prevent.

b. The Contractor will, in all publications or advertisements for employees for work covered by this contract, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, gender, religion, age, handicap or national origin.

Failure to comply with the forgoing instructions may result in the cancellation of this Agreement.

26. **Vandalism.** Contractor is solely responsible for costs incident to vandalism. The District will cooperate in the investigation.

27. **Rights and Compliance.** The rights and remedies of the District provided above shall not be exclusive and are in addition to any other rights and remedies provided under law or contract.

28. **Existing Conditions.** Contractor must investigate all existing conditions affecting the performance of services under this Agreement. This shall include, but not be limited to, district maps, existing schedules, existing road conditions, district handbook, transportation policies and procedures, and any other items which may affect the performance of services hereunder.

29. **Contract.** Upon request, Contractor shall enter into a written contract for the services specified hereunder in a form acceptable to the Department of Education of the Commonwealth of Pennsylvania. This Agreement and any of its provisions shall be interpreted in accordance with the laws of Pennsylvania and the rules and regulations of the Pennsylvania Department of Education.

30. **Limerick Nuclear Power Plant Emergency.** The Contractor shall be responsible for providing vehicles and drivers to meet the requirements of the Montgomery County Limerick Emergency Management Plan as directed by the District. Contractor must use vehicles and drivers assigned to the District.

31. **Board Discretion.** The Board in its sole and absolute discretion has the sole and absolute power to interpret and/or adjust all matters arising out of this Agreement not specifically provided for herein. The Board's interpretation and/or adjustment shall be final, conclusive and binding on the parties hereto, provided that the Board has acted in good faith.

32. **Contractor Inquiry.** Contractor represents that a diligent inquiry of all necessary information has been made and that prices listed include all costs incident to the services for which the prices are submitted. No adjustments will be made for Contractor's errors or omissions.

33. **Right to Contract Out.** If the District decides to contract for activity, field trip and other unscheduled runs, the Contractor will be the first party to be contacted to negotiate a price. The Board of School Directors reserves the right to contract with other entities for this service and award the contract in the best interest of the District.

34. **Unscheduled Trips.** Vehicles and drivers shall be provided for unscheduled trips on 24 hours notice.

35. **Service Interruption.** Failure to meet the contract specifications shall be considered a breach of contract. In the event the Contractor is unable to provide service, even temporarily,
the District may obtain the services elsewhere. If the Contractor fails to conform with any of the requirements for the provision of drivers or vehicles, he shall pay the daily rate applicable to the route in question, plus a maximum penalty of twenty percent (20%) of the daily rate applicable to the account of the Contractor on the contract price for such interrupted service.

36. **Epipen Administration.** An Epipen is considered a life saving medication that must be administered within a very short period of time of an anaphylactic reaction. An anaphylactic reaction is a rare, extremely serious form of allergy. The reaction ranges from mild, self-limited symptoms to rapid death. Immediate action may be required to prevent fatality. The Epipen delivers pre-measured epinephrine (also known as adrenalin) for an anaphylactic reaction to food, pollen, medications or immunizations (usually by injection), insect stings (usually bee or wasp), or industrial or office chemicals or their vapors.

Contractor and District agree that in the case of an emergency, it may be necessary for Contractor's drivers to assist in the administration of an Epipen to a student who has an anaphylactic reaction. Therefore, District has directed Contractor to require certain drivers employed by Contractor who provide transportation services to District pursuant to this Agreement to be trained to administer medication using an Epipen device to District students who suffer from certain allergies that may require the administration of medication using an Epipen device in an emergency situation. District agrees to provide training to Contractor's drivers, including without limitation, training in how to administer the injection, where to inject the Epipen, where the Epipen is located (with the student), determining whether the Epipen is outdated or recalled, and identifying the symptoms and status of the student's anaphylaxis. District and Contractor will also develop protocol so that every time an Epipen is used 911 is called and the student is taken to the hospital for an evaluation. District and Contractor will further develop protocol so that each time an Epipen is administered, that driver must report their actions to District's school nurse.

The District agrees to indemnify, defend and save harmless, Contractor, its shareholders, directors, officers, representatives, agents, workers, employees and those successors or assigns permitted by Section 23 of this Agreement (collectively, the "Indemnified Parties") from and against any and all claims, suits, judgments, demands, causes of action, damages, costs, expenses, including reasonable attorneys' fees, with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused, in whole or in part, by the acts or omissions of Contractor and/or District in connection with compliance with this Section 36, excepting gross negligence, reckless misconduct or intentional torts on the part of Contractor and the Indemnified Parties and further agrees to indemnify Contractor against any such claims allegedly caused, in whole or in part, whether or not it be the fact by reason of negligent training provided by any of District's representatives to Contractors' drivers with respect to the performance of this Section 36, excepting gross negligence, reckless misconduct or intentional torts on the part of Contractor and the Indemnified Parties.

37. **Miscellaneous.**

   a. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

   b. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors,
administrators, successors and permitted assigns.

c. **Headings.** The section and paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Agreement.

d. **Notice.** Any notice, communication, demand or other writing (a "notice") required or permitted to be given, made or accepted by any party to this Agreement shall be given by personal delivery (including overnight delivery by a nationally recognized overnight carrier) or by depositing the same in the United States mail, properly addressed, postage prepaid and certified with return receipt requested. A notice given by personal delivery shall be effective upon delivery and a notice given by certified mail shall be deemed effective on the second day after such deposit. For purposes of notice, the addresses of the parties shall be, until changed by a notice given in accordance herewith, as follows:

If to District:  Boyertown Area School District  
Attention:  Chief Financial Officer  
911 Montgomery Avenue  
Boyertown, PA 19512

with a required copy to:

Jeffrey T. Sultanik, Esquire  
Fox Rothschild LLP  
10 Sentry Parkway, Suite 200  
P.O. Box 3001  
Blue Bell, PA 19422

If to Contractor: Quigley Bus Service, Inc.  
Attention: Brian R. Quigley  
326 Main Street  
Bally, PA 19503

with a required copy to:

Judith P. Rodden, Esquire  
Pozzuolo & Rodden, P.C.  
The Bye-Benson House  
2033 Walnut Street  
Philadelphia, PA 19103
e. **Entire Agreement.** This Agreement, together with all exhibits and schedules hereto, states the entire agreement reached between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, with respect to the subject matter hereof, and may not be amended except by written instrument executed by the parties hereto. The parties may amend the Agreement by mutual written agreement executed by duly authorized representatives of the parties.

f. **Construction.** This Agreement shall be interpreted and construed without regard to customary principals of interpretation and construction of legal instruments which construe ambiguities against the party causing an instrument to be drafted. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall include the others whenever appropriate in the context. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and, in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted, requested or negotiated any provision of this Agreement, or its deletion.

g. **Jurisdiction and Venue.** Jurisdiction and venue for any disputes arising in connection with this Agreement shall lie solely with the courts of the Commonwealth of Pennsylvania, in and for the County of Berks. All parties hereto hereby submit themselves to the exclusive jurisdiction of said courts, specifically waive their right to sue in any other court which might otherwise have jurisdiction and agree to accept service of any court process, order or other document by certified mail in lieu of personal service.

h. **Severability.** If any provision of this Agreement is found to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provisions to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof.

i. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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

BOYERTOWN AREA SCHOOL DISTRICT

Attest: _______________________________  By: _______________________________
Secretary of Board of School Directors        President of Board of School Directors

Date: ________________________________

QUIGLEY BUS SERVICE, INC.

Attest: _______________________________  By: _______________________________
Secretary                  Brian R. Quigley, Vice President

Date: ________________________________

,  

ey,  

Vice-  

Presi  

dent  

of  

Quig  

ley
### SCHEDULE A

<table>
<thead>
<tr>
<th>Category</th>
<th>Basic Service cost (Regular)</th>
<th>2019-2020 Daily Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>72 Passenger Bus -- AM/PM Run</td>
<td></td>
<td>$236.01</td>
</tr>
<tr>
<td>48 Passenger Bus -- AM/PM Run</td>
<td></td>
<td>$233.60</td>
</tr>
<tr>
<td>36 Passenger Bus - AM/PM Run</td>
<td></td>
<td>$231.72</td>
</tr>
<tr>
<td>Chair Lift Bus - AM/PM Run</td>
<td></td>
<td>$224.61</td>
</tr>
<tr>
<td>9 Passenger Van - AM/PM Run</td>
<td></td>
<td>$183.79</td>
</tr>
<tr>
<td>6 Passenger Van - AM/PM Run</td>
<td></td>
<td>$183.79</td>
</tr>
<tr>
<td>72 Passenger Bus – Secondary Only</td>
<td></td>
<td>$177.01</td>
</tr>
<tr>
<td>72 Passenger Bus (2008 model year) – Secondary Only</td>
<td></td>
<td>$141.61</td>
</tr>
</tbody>
</table>

Kindergarten, BEEP, PEP, Band, Orchestra, Math, and Speech are included in the Basic Service Cost above.

### Cost for Field Trips - Minimum Charge 2019-2020

<table>
<thead>
<tr>
<th>Category</th>
<th>Minimum Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>72 Passenger Bus</td>
<td>$63.13</td>
</tr>
<tr>
<td>9 Passenger Van</td>
<td>$49.27</td>
</tr>
<tr>
<td>Box Truck</td>
<td>$51.80</td>
</tr>
</tbody>
</table>

Charge if Bus or Van trip is cancelled after leaving lot $24.17

### Extra Curricular Trips 2019-2020 Hourly Rate

<table>
<thead>
<tr>
<th>Category</th>
<th>2019-2020 Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus</td>
<td>$16.67</td>
</tr>
<tr>
<td>Van</td>
<td>$15.65</td>
</tr>
<tr>
<td>Box Truck</td>
<td>$16.67</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>2019-2020 Mileage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus</td>
<td>$1.95</td>
</tr>
<tr>
<td>Van</td>
<td>$1.68</td>
</tr>
<tr>
<td>Box Truck</td>
<td>$0.98</td>
</tr>
</tbody>
</table>

Notes:
1. The calculation of mileage charges and labor charges for extra curricular trips shall be calculated from the location and time at which students initially board the vehicle to the place and time students finally disembark from the vehicle at the conclusion of the event.
2. The above listed rates shall be increased annually for school years 2020-2021 through 2023-2024 by 2.5%.
SCHEDULE B

SPECIAL NEEDS - OUT OF DISTRICT
EARLY INTERVENTION - BOTH IN AND OUT OF DISTRICT
EXTENDED SCHOOL YEAR - BOTH IN AND OUT OF DISTRICT

Contractor proposes transportation be converted to hourly rate. Rates will be referred to as Schedule "B". Rate of year-to-year adjustment will follow adjustment established for Schedule "A".

Rates establish a base minimum rate for one hour of service for vehicle and driver, followed by a charge at one-quarter (1/4) hour intervals. Aides are charged at one-quarter (1/4) hour intervals.

Time will be calculated on the premise that all assigned students utilize provided transportation. Time will be adjusted for addition or subtraction of any students. Calculation will begin and end at assigned parking location. Mileage is inconsequential.

2019-2020 School Year:

<table>
<thead>
<tr>
<th></th>
<th>School Bus</th>
<th>School Van</th>
<th>Aide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum (First Hour)</td>
<td>$70.84</td>
<td>$59.94</td>
<td>$5.48</td>
</tr>
<tr>
<td>Per ¼ Hour</td>
<td>$13.76</td>
<td>$10.32</td>
<td></td>
</tr>
</tbody>
</table>

The District believes that the competitive bid process for transportation of students at out of district placements is essential to containing costs based on the geography of the placement. District will continue to request competitive proposals for new and existing bus routes outside the District. The District agrees to allow the contractor to utilize the above stated methodology in developing the contractors proposed price, but reserves the right to award each route based on the most economical price submitted. The Contractor proposed rates will be applied to the time of the route as determined by the Transportation Department software for each bus run. Based on the predetermined time, the cost of the route will remain unchanged until the route is revised due to an addition or subtraction of a student or change in needs. At no time will the variable rates proposed above be applicable to the actual time logged by the driver and/or aide but solely on the developed schedule from the start of the run (normally the bus depot) until the vehicle returns to the designated ending location.

District will provide contractor with route which will include but will not be limited to student address, destination school, and electronically calculated route time. Route time will begin and end at assigned parking location of vehicle. Electronically calculated route times will be effective at the beginning of the school year. District will maintain a spreadsheet documenting...
the addition and deletion of students assigned to route and the effect on electronically
calculated route time. Contractor retains right to appeal electronically calculated route time. Should electronically adjusted route time be proved inaccurate on a consistent basis as verified by District personnel this time may be adjusted. Changes must be supported by evidence provided by Contractor, submitted to District Transportation Department, and approved by District prior to any billing adjustments.