

SCHOOL BUS CONTRACT

THIS AGREEMENT, made this ____ day of _____, in the year two-thousand and six, by and between the Board of Education of Wicomico County, hereinafter called "Board," and _____, hereinafter called "Contractor".

NOW, THEREFORE, in consideration of their mutual promises and covenants and other good and valuable considerations, the parties hereto agree that school bus transportation services shall be furnished by the Contractor upon the following terms and conditions:

1. Contractor agrees to furnish pupil transportation to and from school for the school year as designated by the Board. The performance of this Agreement by the contractor shall at all times be subject to the reasonable requirements and regulations of the Board and in compliance with COMAR regulations and the MVA School Bus Division.
2. Contractor agrees to provide at his expense school buses approved by the Board and will furnish all labor, parts and other materials required for the operation of the school buses including driver services, maintenance, repairs, gasoline and oil, or other motor fuel and lubricants. Failure to do so could result in deductions to supplemental allotments or loss of contract.
 - (a) Contractor shall keep the school buses in good mechanical condition and safe at all times in accordance with standards established by statute, lawful authority, and the Board.
 - (b) Contractor shall keep the school buses in clean and sanitary condition.
 - (c) Contractor agrees to permit the inspection of the buses by inspectors designated by the Board at all reasonable times. Contractor shall promptly correct or cause to be corrected within prescribed time all defects or deficiencies reported to him upon inspection and over authorized signature shall certify to the repairs made or other work performed and return the inspection report to the Board. Any school buses determined by inspection to be unsafe for any reason shall immediately be taken out of service and replaced with an approved school bus at the Contractor's cost until certified safe to resume service by inspecting authority. It is understood and agreed that the use of any unsafe equipment known to the contractor or any employee of his shall be grounds for suspension of all future payments to the Contractor and, in the sole discretion of the Board, the termination of this agreement, without further liability thereon. Contractor shall inspect the vehicle each day before beginning the day's operation.
 - (d) Contractor agrees that equipment purchased by the Board and placed or installed on the bus remains the property of the Board and will be returned to the Board upon demand, at the retirement of a specific bus or for all buses at the termination of the contract. Equipment may include, but not be limited to surveillance devices (audio and visual), tapes from the devices, etc. Contractor also agrees to submit all tapes to the Board promptly upon request and allow inspection of devices by the Board or its assignee, when requested. The Board shall be responsible for maintenance of said property unless damage results from negligence or abuse by the Contractor, its agents and employees.

3. All drivers and others engaged in the operation of the school buses shall be employees of the Contractor. Contractor, if eligible, shall carry adequate Workmen's Compensation Insurance and cause a certificate of insurance (COI) to be forwarded by the insurance carrier to the Board indicating the policy is not subject to cancellation, non-renewal or reduction in coverage until forty-five (45) days prior written notice has been given to the Board. Contractor also acknowledges the status as an independent contractor while performing services under this contract and that the Board's worker's compensation coverage or self-insurance is not intended to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's performance of services to the Board. It shall also be the responsibility of the Contractor and/or his/her designee to maintain a safe environment.
 - (a) All drivers shall be qualified under State Law to drive a school bus and drivers shall be employed or continued in employment by the Contractor subject to approval by the Board for fitness and competence. Such approval shall be made a condition of any driver employment contract entered into by Contractor. Bus drivers shall not drive the school bus until certified and approved by the coordinator of transportation.
 - (b) Contractor shall be responsible for compliance by drivers with all rules and regulations for the transportation of school children published by the Board and the Maryland State Department of Education (MSDE).
 - (c) Drivers shall observe the highest possible standards of safe driving at all times and strictly comply with the rules of the road and all provisions of the Maryland Motor Vehicle (MVA) laws.
 - (d) Contractor and bus drivers shall take every precaution to insure the safety of passengers. The use of tobacco by any person while driving a school bus with pupils on board is absolutely prohibited. The use of intoxicants, narcotics, or controlled dangerous substances by any person while driving a school bus or during a reasonable period before driving a school bus is absolutely prohibited. The presence of any intoxicating liquor, narcotics, or controlled dangerous substances, in or upon a school bus, is absolutely prohibited. Any violations which are found by the Board after notice and hearing to be the fault of the contractor, or his agent or employee, shall be cause for contractor's employee to no longer drive for the Board, or in the case of a violation by a Contractor, shall be cause for summary termination of this Agreement.
 - (e) Contractor and drivers shall attend all training meetings at the call of the Board and promptly file all reports required by the Board. Failure to file reports or to comply with rules and regulations of the Board or MSDE, as set forth in directives from the Coordinator or Transportation shall be grounds of suspension and/or termination of the contract.
 - (f) Contractor shall comply with inspection requirements of the Board, MSDE and the MVA school bus division.
4. Contractor agrees that the pupil transportation provided under this Agreement shall be furnished to the school children and other persons designated by the Board and to no other persons.

5. Except in cases of emergency, Contractor agrees not to deviate from the assigned routes without the consent of the Board or its duly designated representative who may designate stops to be made and time schedules of buses.
6. The Board reserves the right to set the rate of reimbursement and to change the assigned routes. The payment due Contractor under this Agreement shall be adjusted to reflect any change in routes. In the event of disagreement, the contractor may furnish an audited statement of his costs prepared by a mutually acceptable certified public accountant (CPA).
7. The Board shall assume the expense of auto liability insurance coverage during the life of this Agreement on the buses and passengers to include personal injury and property damage insurance and medical payments. This insurance will apply to regularly contracted school buses and approved spare buses that will be reported to the Board's insurance carrier. This insurance will apply while such buses are:
 - (a) On official Board business or transporting pupils to and from school or when transporting pupils on school-sponsored trips, including the operation of the buses to and from the regular storage or garage location.
 - (b) Operated for maintenance or testing purposes.
 - (c) Stored or parked at the regular storage or garage location.
 - (d) Transporting Board employees when on school-sponsored activities.
 - (e) Used for training of drivers.

NOTE: Other use of these school buses will require additional liability insurance coverage and it is the responsibility of the Contractor to arrange for his own protection in this regard. The insurance provided by the board does not include comprehensive or collision insurance in any instance. Contractors shall submit a Certificate of Insurance (COI) for collision and comprehensive coverage maintained for any and all buses by September 1st to the Board.

The certificate of insurance will indicate that the insurance described includes the following provision:

It is agreed that this policy is not subject to cancellation, non-renewal, or reduction in coverage until forty-five (45) days prior written notice has been given to the Board.

8. Except to the extent that a claim is fully covered by the insurance provided in paragraph 7 above, to the fullest extent permitted by law, the Contractor agrees to defend, indemnify, pay on behalf of, and save harmless the Board, it's appointed officials, agents and authorized volunteers against any and all claims, liability, demands, suits or losses, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by the Contractor under this contract. The Contractor's agreement to defend and indemnify the Board specifically extends, but is not limited, to claims for bodily injury by employees of the Contractor, and is specifically intended to constitute a waiver by the Contractor of immunity from suit under any workers compensation laws. This obligation to defend and indemnify shall survive the termination of this Agreement.

9. This Agreement shall be for a term of one year from the date hereof or until August 1st next succeeding, whichever first occurs, and shall be renewable from term to term, without notice, unless the Board, in its sole discretion, provides notice of non-renewal during any term, including renewal terms, hereof; the Board may terminate the Agreement for inadequate performance or breach of the Agreement by giving thirty (30) days notice in writing to Contractor. If such termination is for inadequate performance or breach of the Agreement, the Contractor may be held responsible by the Board for expenses incident to his replacement. If this Agreement is terminated for inadequate performance or breach of the Agreement, the Contractor shall be provided the reason or reasons for termination in writing. The Contractor shall be given an opportunity to be heard by the Board on no less than ten (10) days notice. The contractor shall be allowed to bring counsel and witnesses if so desired. Further, an appeal from the Board's decision may be made to the State Superintendent of Schools.

10. This Agreement may not be assigned, in whole or in part, voluntarily, involuntarily or by operation of law, without the consent in writing of the Board. In the event of the death of any party hereto, any act of bankruptcy by any party hereto, the filing of any bankruptcy petition, whether voluntary or involuntary, against any party hereto, or the assignment for the benefit of creditors by any party hereto, shall give the other party, in its sole discretion, the right to terminate this agreement without further liability therefore, after which this agreement shall be null, void and of no further force and effect.

11. The contractor may elect not to renew the agreement upon notice in writing to the Board not less than thirty (30) days prior to the renewal date hereof.

IN TESTIMONY WHEREOF, the parties have caused their hands and seals to be affixed hereto the day and year first above written.

BOARD OF EDUCATION OF
WICOMICO COUNTY

Witness	By _____ Superintendent of Schools or designee
Witness	Supervisor of Transportation
Witness	Contractor
Witness	Contractor
Witness	Contractor

BUS NO. —

Revised August 1, 2005

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