

STUDENT TRANSPORTATION CONTRACT

This Student Transportation Contract is entered into this ____ day of ____, 2026 by and between Conestoga Valley School District, a School District organized and operating under the Pennsylvania Public School Code of 1949, as amended, with a primary place of business located at 502 Mount Sidney Road, Lancaster, PA 17602 (the “District”) and BlueCap Service Inc. (the “Contractor”) (collectively, “Parties”)

WHEREAS, the District requires specialized school van transportation for students educated at various special education schools and alternate placements;

WHEREAS, Contractor is equipped and qualified to safely transport students to and from their special education schools and alternate placements;

NOW, THEREFORE, in consideration of these presents and terms promises, conditions and provisions hereinafter set forth, intending to be legally bound hereby, the Parties agree as follow:

Services Provided

1. For the consideration hereinafter mentioned, the Contractor agrees to provide transportation for school pupils who shall be designated by the District, to and from such points, along and over such routes, and at times established by the District.
2. The District shall establish the routes and stops and may at its sole discretion modify the routes and stops from time to time. The Contractor will be responsible for communicating information on schedules, routes, and stops to parents, students, and student placements.
3. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within three (3) business days after notice is received from District.
4. Contractor shall comply with all laws and regulations regarding transportation of special education, handicapped, early intervention students, and special needs students, including, but not limited to, the Individuals with Disabilities Education Act (IDEA) and Chapter 14 regulations.
5. Contractor shall consult with District special education staff and transportation staff to familiarize itself with the needs of students being transported as provided in their individualized education plans (IEPs), individualized health plans, and/or behavior plans.
6. The District shall be the exclusive owner of all student records created or received by the Contractor in connection with the Services provided under this Contract. Upon

termination of this Agreement, Contractor will immediately deliver to District all student record information. It is anticipated that a de minimis amount of student records would ever be shared with or created by Contractor, beyond designated directory information, student behavior or discipline matters, and student disability accommodation information.

7. All student data collected or used by Contractor shall be considered confidential, and any release of information shall comply with the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §1232g; 34 CFR Part 99). Contractor and its agents, servants, partners, or employees providing Services under this Contractor will comply with FERPA at all times, and ensure it maintains confidentiality as to any confidential student education records shared with or created by Contractor.
8. Contractor shall promptly and clearly communicate with District, placement, and parents concerning any matters involving the student, safe transportation and student discipline during transportation.
9. Contractor shall follow the calendar and hours for the District and the placement locations. In times of inclement weather, Contractor will monitor announcements and messages from the District and placement to determine if classes are being delayed, canceled or subject to early dismissal.

Consideration to Contractor

10. District shall pay Contractor the following amounts (base prices) for transportation of students to and from their assigned schools during the term of this agreement:

2026-2027:
 - Annual Van Purchase: \$59,500 for 180 days (pro-rated if started during the year) for 4.5 hours per day
 - Van Overage: \$15.00 per quarter hour
 - Van Aides: \$171 per day: \$31.10 per quarter hour beyond 5.5 hours
11. District shall pay Contractor the annual amounts set forth above in ten (10) equal or substantially equal monthly installments commencing on September 1. Contractor shall send District an invoice for the installment payments each month and payments shall be made within 30 days of the date of the invoice.
12. Contractor shall bear the risk of any fuel cost increases. District is responsible for any toll fees incurred while traveling on a District-designated route.

Term & Termination

13. The term of this Contract shall expire at the end of the fiscal year ending June 30, 2026. Any additional years shall be mutually agreed upon in writing.
14. Should Contractor be in breach of this Contract, District shall notify Contractor in writing and provide Contractor a thirty (30) day opportunity to cure said breach. Should Contractor fail to remedy the problem, District may terminate the Contract upon thirty (30) day notice after the expiration of the cure period.

Vehicles

15. Contractor shall use school vans designed to carry no more than seven (7) passengers.
16. All vans are new as of the 2026-2027 school year. The average age of the fleet will be no more than seven (7) years.
17. Contractor shall furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. School vans and Type A vehicles shall meet the minimum standard of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police.
18. Contractor agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
19. Contractor shall maintain all vehicles in good mechanical order, sufficient to pass applicable safety inspections at all times. All vehicles shall be kept in clean and sanitary condition and open to examination by the District at all times.
20. Contractor shall furnish daily interior cleaning of the vehicles. Exterior cleaning shall be done at least twice a month. Vehicle windows will be clean and clear. Vehicle numbering will be visible at all times.
21. Contractor shall perform daily pre-trip and post-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the Contract.
22. All vans will be parked overnight at Contractor's terminal facility for security and quality control purposes. Contractor shall be responsible for all vehicles to be on time at the first stop of each route each school day.
23. Contractor agrees to provide all vehicle maintenance and repairs on all vans utilized under the contract at its own cost. The District is not responsible if a student damages a vehicle. The District is responsible for invoicing the parent directly, if appropriate.

24. District retains the right to inspect at any time any of the vans to ensure safety compliance.
25. Contractor will be required to provide school van and drivers to any or all schools in the event of an emergency evacuation. As much notice as possible will be given to the Contractor to assemble staff for the provision of evacuation transportation.
26. Contractor will provide all vans with a GPS system at its expense so that the Contractor can monitor the location of vehicles at any time and to provide directions to drivers while in route.
27. Contractor will provide all vans with a communication system, at its expense, between Contractor and vehicles. Contractor will maintain the communication system and is responsible for the cost of all maintenance and repairs.
28. All vehicles provided by Contractor shall be specially equipped, to transport all special education students and shall include adaptive equipment such as securement, occupant restraints, child seats under 40 pounds, ramps and climate control, as needed in judgment of District, based on student needs. Contractor may purchase adaptive equipment, as requested by District, and invoice the cost of such equipment to the District. Such equipment will become the property of the District.
29. Contractor will provide, maintain and test each month, at its expense, a camera system with video and audio on all vehicles. Contractor will provide District access to video and audio recordings and the means to review within 24 hours of District's request for same, and District may use such recordings as evidence in investigations and/or disciplinary proceedings. Contractor will make all postings and notifications of such camera system as required by law to legally record audio and video.

Drivers

30. Contractor shall assign regular van drivers as consistently as possible to the same van routes in order to maximize their familiarity with the unique needs of each student.
31. Contractor shall employ drivers who meet the following criteria: (a) have a valid Pennsylvania driver's license; (b) have a satisfactory driving record, based upon a review of the applicant's driving record for the past five (5) years available from the Pennsylvania Department of Transportation, a similar out-of-state agency, or the National Driver Record, which demonstrates the individual's history of safely operating a motor vehicle; (c) undergo a medical and physical examination that confirms the ability to safely perform the job of the driver with or without reasonable accommodations; (d) submit to mandatory drug testing and approved random testing

- programs, at the expense of the Contractor; (e) submit to TB skin testing; and (f) proof of satisfactory criminal background checks consistent with 24 P.S. § 1-111, including child abuse clearance. Contractor will comply with 22 Pa. Code Chapter 8 in the collection and review of criminal background checks.
32. Drivers will dress appropriately and professionally.
 33. Drivers will demonstrate the ability to communicate and interact with school students, parents and District personnel in an appropriate and professional manner.
 34. Drivers will submit the Act 24, PDE 6004 form, at the time of hire. Drivers will self-report, within 24 hours, any subsequent arrests or convictions after the time of hire.
 35. All driver clearances will be renewed every three (3) years.
 36. Drivers will wear a photo ID badge at all times while engaged in transporting students.
 37. Contractor is and shall be the sole employer of its employees and solely responsible for the payment of all wages and benefits to which such employees are entitled, including but not limited to the cost of Workers' Compensation and Unemployment Compensation benefits and the withholding and remittance of all local, state, and Federal tax obligations. In the event any government agency or court determines that District is a "co-employer" or "joint employer" of any such employee, Contractor agrees to indemnify and hold District harmless from any liability which may result from such determination, including but not limited to the reasonable cost of attorney's fees and related costs of litigation.
 38. It is understood and agreed to by both parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Contract, is an independent contractor and is not an officer, agent or employee of the District.
 39. Contractor shall comply promptly with a request by the District to remove any driver who, in the District's opinion, is not qualified to operate a vehicle, cannot properly manage students or is otherwise unacceptable.

Independent Contractor

40. It is expressly agreed between the Contractor and the District that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. It is understood that the Contractor is an independent Contractor and not an officer, agent or employee of the

District while engaged in carrying out and complying with any of the terms and conditions of the Agreement. This Agreement shall not be construed as authority for Contractor to act for the District or for the District to act for the Contractor in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, and no partnership or joint venture is created hereby between the Contractor and the District. Neither the Contractor nor its employees or agents shall be entitled to participate in any plans, arrangements, or distributions by the District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the District will not withhold or pay any state, federal or local taxes, FICA, FUTA, insurance or workers' compensation insurance for Contractor or its employees and Contractor will indemnify, defend and hold the District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Agreement in favor of Contractors, their employees or agents.

Driver Training

41. Contractor, at its expense, will provide a rigorous and comprehensive training program to all drivers, which shall include, in no particular order:
 - a. Reviewing and implementing relevant portions of student IEPs and/or behavior plans as they relate to transportation matters,
 - b. Relevant state and federal laws and regulations,
 - c. Defensive driving,
 - d. Act 126 child abuse recognition and mandatory reporting,
 - e. CPR and first aid,
 - f. Safe handling and use of epipens,
 - g. Maintaining professional boundaries (Policy 824),
 - h. Seizure response and management,
 - i. Behavior management,
 - j. Safe handling and transport of students,
 - k. Confidentiality of student information,
 - l. Proper use of car seats, booster seats, and/or other safety devices,
 - m. All other relevant District policies and topics as requested by District.
42. Contractor will conduct at least ten (10) mandatory safety and training meetings with all drivers each school year.
43. Representatives of the District may attend safety and training meetings and, upon request, may be permitted to instruct and advise drivers on District transportation policies and other requirements unique to the District.

44. Contractor will provide all drivers with a comprehensive Handbook, a copy of which may be provided to District.

Driver Supervision

45. Contractor shall provide all required management services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the Contract.
46. At all times during the term of the Contract, Contractor shall have a competent full-time supervisor charged with supervising all drivers and all aspects of Contract operations. The supervisor shall be the representative of Contractor and shall have authority to act on behalf of Contractor. All communication given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be available 24 hours a day (for emergencies) and shall have a cellular phone with the number(s) provided to District.
47. In addition to transportation and logistics experience, Contractor's driver supervisor will have a therapeutic background with specific experience meeting the needs of special education students, managing behaviors, and implementing IEPs. The supervisor will be intimately familiar with the relevant needs of each student and their placements. The supervisor, with his/her therapeutic, educational and administrative experience, will work cooperatively with the District and placement to address any student behavioral issues that might arise during transport.
48. Upon request, Contractor's supervisor may be available to assist with response to parent or community complaints or questions related to services.
49. Contractor's supervisor shall meet, at the request of the District, with District representatives to discuss operations, safety, maintenance concerns, or parent complaints.

Student Safety

50. 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 is expected to remain with the van at all times when the van engine is running whether at a school building or stopped elsewhere.
 - c. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PA Department of Transportation, as promulgated from the Vehicle Code, or a reasonable speed for road conditions It

shall be the duty of each driver to operate the van at a reasonable rate of speed at all times.

- d. Each driver shall use the greatest care to protect the students, prevent overcrowding, and always maintain order in the van. Any child refusing to obey the driver shall be reported to the District, placement, and Contractor's supervisor.
- e. All students must be transported to their designated and approved stops. No students will be permitted to get on or off the van while it is in motion.
- f. No van shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated.
- g. There shall be no eating (food and/or drinks) in any of the school vans used to transport students. Use of tobacco, vape products, drugs or alcoholic beverages in the vans or on school property is prohibited at all times.
- h. Drivers will ensure that no students are left on the school van, as part of post-trip protocol.
- i. Drivers will routinely perform vehicle mirror checks to optimize safety.
- j. No person other than a student or approved adult staff shall be transported in a van.
- k. Contractor shall immediately notify the District of the occurrence of any incident involving students, breakdown, or any accident involving other vehicles. Contractor's supervisor will immediately call the District's representative as well as the placement representative of any incidents, breakdowns, or accidents that might arise during transport.

Insurance & Indemnification

- 51. Contractor shall have in place at all times, commercial general liability insurance including public liability, premises and operations, completed operations, broad form property damage, contractual liability and personal injury coverages, with limits of no less than One Million Dollars (\$1,000,000.00) Per occurrence and Two Million Dollars (\$2,000,000) general aggregate and Two Million Dollars (\$2,000,000) products and completed operations aggregate for bodily injury, death or property damage.
- 52. Contractor shall have in place at all times, Commercial Automobile liability insurance with limits of no less than \$1,000,000.00, combined single limit for bodily injury and property damage.

53. Contractor shall have in place at all times, commercial umbrella insurance with limits of no less than \$1,000,000.00 Each Occurrence and \$1,000,000.00 Aggregate.
54. Contractor shall have in place, at all times, a worker compensation and employers' liability policy with the following minimum coverages:
 - a. bodily injury by accident \$500,000 each accident,
 - b. bodily injury by disease \$500,000 each policy limit, and
 - c. bodily injury by disease \$500,000 each employee.
55. Contractor shall have in place at all times, sexual abuse or molestation coverage with limits of no less than \$1,000,000 each occurrence, and \$1,000,000 aggregate.
56. Contractor shall maintain such records and submit such reports, as are deemed necessary by the District in accordance with Pennsylvania Department of Education (PDE) state reporting.
57. District shall be named as an additional insured on a primary and noncontributory basis covering all entities on all policies, except Workers' Compensation and Employers' Liability, and Certificates of Insurance shall be provided to the District showing proof that coverage is properly in place for the duration of this Contract.
58. Such insurance coverages shall be provided by a carrier duly authorized to do business in the Commonwealth of Pennsylvania and must be maintained throughout the term of this contract. Evidence of the insurance shall be maintained at all times during the term of this Contract.
59. The General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation and Employers' Liability, and Sexual Abuse or Molestation policies carried by contractor shall contain a waiver of subrogation clause in favor of the district.
60. 30 days advance notice of cancellation shall be provided to district except for non-payment which shall be 10 days.
61. Contractor shall indemnify, defend and hold the District, its officers, agents and employees, harmless against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense therefore, which shall be caused or incurred directly or indirectly out of Contractor's performance under this Contract; except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees, or Contractor's good faith adherence to District's directives, policies or procedures. This provision is subject to the District giving Contractor prompt notice of any claims or suits, fully

cooperating in the defense of such claims or suits and not settling any claim or suits without prior consent of Contractor.

Contract Administration

62. Contractor shall maintain such records and submit such reports, as are deemed necessary by District. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
63. This Contract shall not be assigned or transferred.
64. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Parties agree to venue and jurisdiction in the Lancaster County Court of Common Pleas for the resolution of any disputes related to this Contract.
65. Contractor will not unlawfully discriminate against any employee, student or other party affected by this Contract on the grounds of race, color, national origin, religion, age, sex, marital status or disability/handicap. Contractor shall at all times comply with local, state and federal law and regulations prohibiting discrimination.
66. This Contract reflects the complete agreement between the parties and supersedes any prior written or oral agreement between the parties concerning the subject of this contract.
67. This contract shall not be modified or amended except upon written agreement.
68. The headings preceding the paragraphs and sections of this contract are inserted for convenience only and shall have no effect in determining the rights or obligations or the parties. The recitals and statements in the background information provided above are part of this contract.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Contract to be executed by their duly authorized officers.

Contractor: _____

Date: _____

Print Name: _____

School District: _____

Date: _____

Print Name: _____