

SCHOOL VEHICLE CONTRACT

THIS AGREEMENT, made this ____ day of ____, in the year two-thousand and ____, 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 vehicle 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 (July 1 through June 30 of each 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 the Code of Maryland Annotated Regulations (COMAR) and the Maryland Motor Vehicle Administration (MVA) School Vehicle Division.
2. Contractor agrees to provide at its expense a school vehicle approved by the Board and will domicile the school vehicle within Wicomico County, furnish all labor, parts and other materials required for the operation of the school vehicle including driver services, maintenance, repairs, gasoline and oil, or other motor fuel and lubricants. Failure to do so could result in loss of contract.
 - (a) Contractor shall keep the school vehicle 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 vehicle in clean and sanitary condition.
 - (c) Contractor agrees to permit the inspection of the school vehicle 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 vehicle determined by inspection to be unsafe for any reason shall immediately be taken out of service and replaced with an approved school vehicle at the Contractor's cost until certified safe to resume service by the 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, in the sole discretion of the Board, the termination of this agreement, without further liability thereon. Contractors are responsible for compliance by drivers to complete all required daily pre-operational and post-trip safety inspections.
 - (d) Contractor agrees that equipment purchased by the Board and placed or installed on the school vehicle remains the property of the Board and will be returned to the Board upon demand at the retirement of the school vehicle or at the termination of the contract. Contractor shall be informed of said equipment to be installed on the bus and has the right to be present at installation. Equipment may include, but not limited to electronic communication and surveillance devices such as audio and visual recorders, GPS or tracking devices, data storage media, etc. Contractor also agrees to submit all devices used to store data 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 and repair of said property and any damage caused to the school bus vehicle, 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 vehicles shall be employees of the Contractor. If the Contractor has any employees, the Contractor shall secure and maintain, at its own

expense, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including coverage for incidental work in other states; employers liability insurance or its equivalent with minimum limits of:

\$ 100,000	each accident for bodily injury by accident;
\$100,000	each employee for bodily injury by disease, and
\$500,000	policy limit for bodily injury by disease.

Prior to the beginning of the school year, Contractor shall furnish a certificate of such workers compensation insurance (COI) to the Board. Such certificate shall indicate that the policy has been endorsed to require thirty (30) days prior written notice of cancellation or non-renewal to the Board. Contractor also acknowledges its 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 vehicle 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. School vehicle drivers shall not drive the school vehicle until certified and approved by the Supervisor 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 MVA laws.
 - (d) Contractor and school vehicle drivers shall take every precaution to insure the safety of passengers. The use of tobacco by any person while driving a school vehicle with pupils on board is absolutely prohibited. The use of intoxicants, narcotics, or controlled dangerous substances by any person while driving a school vehicle or during a reasonable period before driving a school vehicle is absolutely prohibited. The presence of any intoxicating liquor, narcotics, or controlled dangerous substances, in or upon a school vehicle, 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 Supervisor of Transportation shall be grounds for suspension and/or termination of the contract.
 - (f) Contractor shall comply with inspection requirements of the Board, MSDE and the MVA school vehicle division.
4. Contractor agrees that the pupil transportation provided under this Agreement shall be furnished only to the school children and other persons designated or authorized by the Board.

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 school vehicles.
6. The Board reserves the right to set the rate of reimbursement and to change the assigned routes. The table of rates shall be furnished to Contractor as soon as practical after final adoption by the Board and shall be deemed a part of this Contract for the school year for which they are adopted. The payment due Contractor under this Agreement shall be adjusted to reflect any change in routes.
7. The Board shall secure and maintain, at its own expense, automobile liability insurance or group self-insurance which insures against or covers bodily injury and property damage claims against the Contractor under contract with the Board and/or against Board approved employees or agents of such Contractors operating or assisting in the operation of school buses during the performance of Contractor's obligations under this Agreement with a limit equal to \$1,000,000 combined single limit each accident. Such insurance or group self-insurance shall include Contractor and its employees and agents as insureds or covered parties but only with respect to liability arising out of the operation of the Contractor's owned or leased school buses during the performance of Contractor's obligations under this Agreement, provided such performance is in compliance with the laws and regulations of the State of Maryland.

Upon request, the Board shall furnish a certificate of insurance or evidence of group self-insurance, evidencing all policies or coverages required above. Contractor specifically agrees that the Board may acquire group self-insurance coverage from the Maryland Association of Boards of Education Group Insurance Pool to satisfy its obligation to arrange such automobile liability coverage for the Contractor.

This auto liability coverage will apply in accordance with the Bus Contractor Interpretive Guidelines of the Maryland Association of Boards of Education Group Insurance Pool, which are hereby incorporated by reference, including while school bus vehicles 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 school vehicle 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 or other Board authorized passengers when on school-sponsored activities; and
- (e) Used for training of drivers.

NOTE: Other use of these school vehicles will require additional and separate liability insurance coverage and it is the responsibility of the Contractor to arrange for its own protection in this regard. Further, the auto liability insurance or group self-insurance provided by the Board does not include auto physical damage insurance in any instance. Prior to the beginning of the school year, Contractors shall submit to the Board a Certificate of Insurance (COI) for auto physical damage coverage maintained for Contractor's school bus vehicles to be used by the Contractor in the performance of Contractor's obligations under this Agreement.

Such certificate shall indicate that the policy has been endorsed to require forty-five (45) days prior written notice of cancellation or non-renewal to the Board.

In any event, to the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to buses or other property of the Contractor or any of its invitees, executive officers, partners, employees, subcontractors, agents, and authorized volunteers regardless of whether such buses or property are on, at, or adjacent to the premises of the Board or in transit.

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 for a claim covered by the auto liability insurance or group self insurance required 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, its appointed or elected 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. Subject to paragraph 11, if this Agreement is executed with the Contractor at the time the Contractor purchases a new bus, then this Agreement shall be for a term of five (5) years from the date hereof, ending June 30, 201_____, and shall be renewable thereafter from year-to-year without notice, unless the Board, in its sole discretion, provides notice of non-renewal during any term hereof, including renewal terms hereof. (initial here if this contract is for five (5) years Board of Education _____; Contractor _____) If the new bus provision is not initialed, then this Agreement shall be for a term beginning on its inception date until June 30 of the next succeeding year, subject to automatic rights of renewal year-to-year and the right of termination contained in this Paragraph 9 and 11.

In the sole discretion of the Board, this Agreement may be terminated at any time for cause or budgetary constraints by giving sixty (60) days notice to the 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 its replacement. If this Agreement is terminated for inadequate performance or breach of the Agreement, the Contractor shall be provided the reason or reasons for terminating this Agreement. In the event the Contractor has more than one contract with the Board of Education of Wicomico County for school vehicle services, a breach by the Contractor of any one contract may be deemed a breach by all contracts. Contractor shall be given an opportunity to be heard by the Board on no less than ten (10) days notice in regard to such termination. Contractor shall be allowed to bring counsel and witnesses if so desired. Further, an appeal of the Board's decision may be made to the State Superintendent of Schools within thirty (30) days from the date of said decision.

10. This Agreement may not be sold, assigned, or otherwise transferred 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 or the Board may elect not to renew this Agreement upon notice in writing to the other party not less than thirty (30) days prior to the annual anniversary date (June 30), provided further that

Contractor may provide notice of non-renewal within ten (10) days after adoption of the annual table of rates by the Board if the final adoption is after June 20 of any year.

12. This Agreement sets forth the entire agreement of the parties concerning its subject matter and there are no other agreements, contracts, promises, pledges, representations, warranties, covenants, or understandings between the parties concerning that subject matter, unless Contractor has a contract for supplemental trips.

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

School Vehicle Number _____

Revised: January 13, 2011