

**UNION SCHOOL DISTRICT
SPECIALIZED TRANSPORTATION CONTRACT**

This Agreement entered on April 10, 2025 by and between the Board of School Directors of Union School District and _____.

A. INTRODUCTION

The prospective CONTRACTOR will be referred to as CONTRACTOR. The Union School District will hereafter be referred to as DISTRICT. The Board of Directors of the Union School District will be referred to as BOARD.

B. TERM

For consideration hereinafter mentioned, CONTRACTOR agrees to provide transportation for the school pupils set forth in schedule attached hereto and made a part hereof for the school year(s) **2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030.**

The term of this contract shall commence on July 1, 2025, and end of June 30, 2030, unless terminated earlier for cause or by mutual consent of the parties hereto.

This contract shall not be transferred.

C. TERMINATION OF CONTRACT

If CONTRACTOR, at any time during the period of this contract, fails to perform satisfactorily or fails to furnish safe and adequate equipment or personnel, or otherwise fails to comply with any of the terms of this contract, the DISTRICT may cancel this contract and procure services elsewhere upon a thirty (30) day written notice to the CONTRACTOR. Prior to providing the CONTRACTOR with a thirty (30) day written notice of termination, the DISTRICT agrees to provide the CONTRACTOR with a reasonable opportunity to correct any service or contract deficiency. The term “reasonable opportunity” shall be interpreted as meaning that the CONTRACTOR will have no more than ten (10) days in which to correct the service of contract deficiency.

D. COMPENSATION

The DISTRICT shall pay CONTRACTOR the following rates:

School Year	7 Passenger Vehicle Rate/Loaded Mile	Wheelchair Vehicle Rate/Loaded Mile	10 Passenger Vehicle Rate/Loaded Mile	Hourly Layover Rate
2025-2026	\$1.68	\$1.71	\$1.78	\$10.00
2026-2027	\$1.69	\$1.72	\$1.79	\$10.00
2027-2028	\$1.70	\$1.73	\$1.80	\$10.00
2028-2029	\$1.71	\$1.74	\$1.81	\$10.00
2029-2030	\$1.72	\$1.75	\$1.82	\$10.00

The DISTRICT shall pay CONTRACTOR the current IRS standard mileage rate for business use for all unloaded miles.

CONTRACTOR shall submit an invoice to the DISTRICT by the 10th of each month, representing any payments owed by the DISTRICT hereunder for the previous month, including transportation provided during the previous month for actual mileage driven per vehicle per day.

The vehicle must layover on any one-way trip in excess of 40 miles. Layovers shall begin upon the scheduled arrival time and end upon departure for the return trip.

Payment shall be paid by the DISTRICT to the CONTRACTOR by the end of each month.

Information for all transportation hereunder, including mileage/time sheets, will be maintained by the CONTRACTOR. Payment is contingent upon DISTRICT'S receipt of all monthly reports as required by the CONTRACTOR.

The DISTRICT reserves the right to hold any payments if the terms of this agreement, including required paperwork, are not being met by the CONTRACTOR.

E. REGULATIONS AND COMPLIANCE

The CONTRACTOR must comply with the regulations of the Pennsylvania Department of Education, laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all federal laws, and the policies of the DISTRICT.

CONTRACTOR hereby agrees to comply with any and all orders, whether they be oral or written, given by District or its designated representative to the CONTRACTOR, which are related to the safety of the pupils being transported by the CONTRACTOR.

CONTRACTOR is responsible to ensure compliance with all Pennsylvania and federal laws and regulations regarding drug and alcohol testing of safety-sensitive transportation employees, including, but not limited to, the Omnibus Transportation Employee Testing Act, as amended. In the event that any Driver violates or is otherwise not in compliance with the aforementioned laws and/or regulations during the term of this Contract, the provisions for dismissal, in accordance with this contract and state and federal laws and/or regulations are applicable. The expense for all testing and other requirements of compliance with the aforementioned laws and/or regulations shall be the sole responsibility of CONTRACTOR.

F. INSURANCE

During the term hereof, the CONTRACTOR agrees to assume any and all responsibility for and to maintain and keep in full force during all times of the life of this agreement proper certificates of insurance as follows:

1. Workers' Compensation Insurance, including Employer's Liability Insurance, of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00).
2. Public Liability in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for personal injury including bodily injury and property damage liability, and Twenty-Five Thousand Dollars (\$25,000.00) per person for medical benefits.

3. Automobile Liability in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage, and Twenty-Five Thousand Dollars (\$25,000.00) per person for medical benefits.
4. Uninsured/Underinsured in the amount of One Hundred Thousand Dollars (\$100,000.00 per person/\$300,000 per accident) for bodily injury.
5. The CONTRACTOR will provide the DISTRICT with evidence of said insurance coverage prior to commencement of services pursuant to this agreement. Said insurance policy shall contain an endorsement requiring the insurance carrier to give thirty (30) days written notice to the Board prior to the cancellation of said policy.
6. A certificate of insurance on all of the above policies naming the DISTRICT as additional insured must be forwarded to the DISTRICT prior to the beginning of each school year.
7. Insurance coverage shall be issued by a company with a rating of A or better. Written verification of the rating, in writing, must be submitted to the DISTRICT.

G. INDEMNIFICATION

Except to the extent of recovery pursuant to any insurance coverage provided by the CONTRACTOR required by this agreement, the CONTRACTOR agrees to indemnify, defend, and save harmless the DISTRICT from and against the following:

- a. All claims brought against the school district and all liabilities incurred by the DISTRICT for or on account of bodily injury, civil liability, including civil rights liability, and/or property damage in any manner caused by, and incidental to or growing out of, any act or omission of the CONTRACTOR or CONTRACTOR'S employees or agents arising out of the maintenance, use or operation of the vehicle, the provision of services under this agreement, or out of the conduct of Contractor's business;
- b. Of any loss or damage to property of the DISTRICT or of any students in possession of CONTRACTOR or CONTRACTOR'S agents, servants, or employees;
- c. Any and all claims brought against the DISTRICT and liabilities incurred by the DISTRICT arising out of CONTRACTOR'S relationship with CONTRACTOR'S employees, whether under industrial accident laws, workers' compensation law, or any other federal, state, or municipal laws, rules, regulations, and orders applicable to the relationship between employers and employees;
- d. Any and all claims brought against the DISTRICT or liabilities incurred by the DISTRICT on account of CONTRACTOR'S failure or failure of CONTRACTOR'S agents, servants, or employees to comply with any laws, rules, regulations, or orders applicable to CONTRACTOR'S business;
- e. CONTRACTOR agrees to cooperate fully with the DISTRICT in the conduct of any lawsuits arising from CONTRACTOR'S performance of the contractual obligation imposed by this agreement and to cooperate fully with the DISTRICT in any investigation

or hearing involving any student misconduct. CONTRACTOR shall, upon the DISTRICT'S request, attend hearings and trials or send appropriate employees or agents to attend said hearings and trials, and assist in securing evidence or obtaining the attendance of witnesses;

- f. All drivers supplied by the CONTRACTOR shall be employees of the CONTRACTOR, and the CONTRACTOR shall assume all liabilities of an employer with respect to said employees including, by way of example and not limitation, tax liability, withholding responsibility, workers; compensation liability, unemployment compensation liability, and responsibility under any federal, state, or local laws pertaining to employers and employees.
- g. Nothing in this contract shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

G. FAMILIARIZATION

CONTRACTOR is required to examine the announcement, specification, general instructions, exhibits, and other contract documents and to become familiar with the routes, schedules, stops, traffic conditions, topography, road conditions, locations of schools, including drop off and pick up locations, and with all other physical facts pertinent to the performance of work.

H. INDEPENDENT CONTRACTOR

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 contract. Further, the employees of the contract are considered to be employees of the CONTRACTOR for all purposes, and shall not be considered under any circumstances to be employees of the DISTRICT.

CONTRACTOR is aware of and will comply with the DISTRICT policy concerning notification to the DISTRICT of any criminal offense committed by either the contractor or any of his employees.

I. MANAGEMENT OF EMPLOYEES

Personnel furnished by the CONTRACTOR to perform the functions specified in the contract shall be employees of the CONTRACTOR. The CONTRACTOR shall pay all salary, wages, social security taxes, federal and state unemployment insurance, and any other tax relating to the employment of such employees. The CONTRACTOR shall provide all other required management services, including all personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the contract.

F. REPORTS, AUDITS, & CONTRACTS

The CONTRACTOR must agree to complete any and all necessary forms furnished by the DISTRICT as often as required by the DISTRICT.

The CONTRACTOR agrees to provide the DISTRICT with all information essential to the completion and submission of the Pennsylvania Department of Education Transportation Reimbursement Application and any other required documents within six weeks of the end of the school year. The provision will be strictly enforced. In addition, the CONTRACTOR will keep and file with the DISTRICT any records and reports which the DISTRICT may reasonably require.

The CONTRACTOR must provide an annual report to the DISTRICT that includes: year of manufacture for every vehicle, the seating capacity, the vehicle identification number, the title number, the license plate number, and all other applicable vehicle identification information.

CONTRACTOR must comply with the state mandates for school vehicle evacuation drills, submit reports on time, cooperate fully with the DISTRICT for the scheduling of the evacuation drills in September and March as required by law, and pay any of the costs related to the evacuation drills. The CONTRACTOR shall be responsible to explain the proper procedures and train the drivers and the pupils for the various types of evacuations.

G. DRIVERS

The CONTRACTOR agrees to maintain an active roster of necessary drivers at its cost and expense to operate each of the DISTRICT dedicated vehicles. In addition, the CONTRACTOR agrees to provide sufficient substitute drivers in order to maintain continuity of the designed DISTRICT runs. The annual roster, along with all driver clearances and credentials, must be provided to the DISTRICT prior to the Board's voting meeting each school year.

The CONTRACTOR agrees that each vehicle will be operated by a properly trained and licensed driver and that all operations shall meet all rules and regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation. Prior to the start of each school year, or prior to the assignment of any new driver, the CONTRACTOR shall furnish to the DISTRICT the following:

- Driver's License
- Passing results of a Tuberculosis test
- Drug/Alcohol Test
- Clearance Qualifications
 - Act 33/151 – PA Child Abuse
 - Act 34 – PA Criminal History Background
 - Act 114 – FBI Fingerprinting
 - PDE Form 6004
 - Act 168 Background Check
- Required Training
 - Mandatory Training for Child Abuse Recognition & Reporting
 - Suicide Prevention Training

It is the responsibility of the CONTRACTOR to keep driver documentation and clearances current and valid at all times.

The CONTRACTOR, at his/her own expense, shall develop and distribute workplace rules, forms, and publications and/or a driver handbook, which includes rules/regulations, training requirements, required forms, driver responsibilities, driving practices, procedures, discipline tips, route information, information on transporting special education students, first aid information, emergency procedures, pertinent phone numbers, and other significant information.

Drivers must dress appropriately and maintain personal hygiene suitable for working around children.

Drivers must wear photo identification while driving for the DISTRICT or when on DISTRICT property pursuant to their responsibilities as a driver.

Each driver must have a cell phone and can be accessible at all times while driving the vehicle.

Each driver must participate in the mandatory in-service program for all drivers and appropriate auxiliary staff during the fall in-service day of the DISTRICT.

Drivers must conduct a pre-trip and post-trip inspection of each vehicle being utilized by the DISTRICT. The CONTRACTOR must institute a procedure to document and ensure that these inspections occur each day of operation. Failure of a driver to conduct a pre- or post-trip inspection is grounds for immediate removal of the employee from service.

The CONTRACTOR shall conduct an annual performance evaluation of every driver to include driving ability, interaction with students, communication with administration, and communication with the public. In addition, inappropriate behavior by a driver must be handled through an appropriate discipline procedure that may include the issuing of verbal reprimands, written reprimands, demotion or suspension, and termination of employment. The CONTRACTOR must notify the appropriate DISTRICT personnel when a driver has received a step in the discipline process.

The DISTRICT reserves the right to receive a list of proposed drivers and approve such list prior to the August Public Voting Board Meeting. The DISTRICT also reserves the right to request and the CONTRACTOR shall remove any driver from the DISTRICT at any time in the DISTRICT's discretion.

The CONTRACTOR will provide sufficient drivers to cover all runs without exception.

Each driver must complete the following testing and training:

- Drug/Alcohol - CONTRACTOR must comply with and exceed standards for CDL drug and alcohol testing. All new employees must be tested prior to employment. Testing must be conducted by an independent agency. Any employee who refuses to take a random drug/alcohol test or any employee who comes to work under the influence of drugs or alcohol during work hours or who test positive for drugs or alcohol will be removed from the DISTRICT service immediately and the DISTRICT will likewise be immediately informed of the removal and the reason for the same. The DISTRICT reserves the right to request testing of any employee for cause.
- Safety/Training Programs - The CONTRACTOR must provide, as a minimum, an ongoing and comprehensive safety-training program to its employees. These programs may include such items as vehicle operation, emergency procedures, conflict resolution, wellness programs, CPR, first aid, seizure training, universal precautions, and other trainings to help the employees meet student needs.
- Special Needs Training - The CONTRACTOR will provide, at its own expense, all necessary training of its personnel who assist students.

H. VEHICLES AND EQUIPMENT

The CONTRACTOR must provide and operate adequate vehicles to safely and efficiently perform all services required within this agreement. All vehicles must be operated in accordance with the standards and regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation, Pennsylvania Motor Vehicle Code, and the Public School Code of 1949, and in accordance with such other regulations as adopted by the commonwealth of Pennsylvania.

The CONTRACTOR must furnish one school vehicle per daily route and maintain a minimum of one additional spare vehicle of the same seating capacity as backup for the daily routes.

A list of vehicles that are in service within the DISTRICT shall be filed with the DISTRICT during the first week of each school year and updated each month, if applicable.

Vehicles used shall be no more than 10 years old except those granted by the DISTRICT. Spares may be up to 15 years old. To determine the age of the vehicle, the date of registration is subtracted from the greater number of the school year involved. Daily use of spare vehicles will be kept at a minimum.

School vehicles shall conform to the minimum standards of the Bureau of Traffic Safety. All vehicles shall conform to the provision of the laws of the Commonwealth and shall be in good mechanical and sanitary condition.

All vehicles must be equipped with a video and audio recording device capable of receiving and recording video and audio at the cost of the CONTRACTOR. Every vehicle must have a camera in use/operational at all times. Footage must be provided to the DISTRICT within 24 hours/or next business day upon request. Footage must be fully maintained at a minimum of 15 days.

The CONTRACTOR must ensure that there are sufficient fuel supplies for all vehicles under contract to the DISTRICT and that there are preventative steps taken for winter driving.

The CONTRACTOR must ensure that all vehicles have the proper insurance coverage as dictated by state regulations and the DISTRICT requirements.

All vehicles shall conform to the provision of the laws of the Commonwealth and shall be in good mechanical and sanitary condition. CONTRACTOR must resolve vehicle breakdowns, summon tow vehicles, reroute other vehicles to transport any students on disabled vehicles as expediently as possible.

I. ROUTES

The DISTRICT understands vehicle transportation routes and riders vary frequently; therefore the DISTRICT grants the CONTRACTOR the liberties with respect to routing. CONTRACTOR agrees to minimize total number of vehicles utilized in transporting students; minimize route distance traveled; maximize riders per vehicle; and consolidate routes whenever possible. Ultimately the determination of such schedules, routes, and stops, shall be the DISTRICT'S rights and responsibility.

Once the CONTRACTOR has received a request from the DISTRICT, the CONTRACTOR will contact the parents and schools to establish and communicate the pick-up and drop-off times.

CONTRACTOR is required to examine the announcement, specifications, general instruction, exhibits, and other contract documents and to become familiar with the routes, schedules, stops, traffic conditions, topography, road conditions, locations of schools, including entrance driveways and exits and with all other physical facts pertinent to the performance of work.

CONTRACTOR shall try to maintain consistency within routes or keep riders and parents/guardians informed of changes to pick up/drop off times and locations. CONTRACTOR agrees to keep the DISTRICT informed of route changes and periodically review routes with District Transportation Coordinator and/or Superintendent. Ultimately the changes and determination of routes shall be the DISTRICT'S right.

DISTRICT may, from time to time, establish regulations to be observed by CONTRACTOR in connection with all details incidental to the operation of the routes, including starting times, vehicle stops, discipline on the vehicles and any situations that may, from time to time, arise in the performance of this contract.

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 a minimum standards of the Bureau of Traffic Safety, PENNDOT, as promulgated from the Vehicle Code, or a reasonable speed for road conditions.

CONTRACTOR shall not deviate from the designated route. No payment will be made for time traveled resulting from a deviation from the approved route except when such change is the result of an emergency, a detour-established by PENNDOT, borough or township officials or except upon prior written approval of DISTRICT.

DISTRICT reserves the right to combine runs/share services with neighboring Districts to obtain cost savings.

J. VEHICLE OPERATIONS

Every vehicle used to transport DISTRICT students will go through a pre-trip inspection by the driver prior to departure from depot.

The speed of the vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set in the minimum standards of the Bureau of Traffic Safety and the Pennsylvania Department of Transportation, as promulgated from the Vehicle Code.

While picking up pupils, the vehicle shall come to a complete stop at all designated stops and shall not depart from any designated stop until the driver has determined that the pupils are properly seated-on-the vehicle.

The vehicle shall not depart from any designated stop before coming to a complete stop, blowing its horn, and checking to see if student(s) are approaching the stop.

While discharging pupils, the vehicle shall come to a complete stop at all designated stops and shall not depart from any designated stop until the driver has determined that the pupils have discharged safely to an area clear of the vehicle.

The CONTRACTOR agrees that the radio will be maintained at minimum volume levels or off completely while students are on the vehicle.

Use of tobacco, drugs or alcoholic beverages in a vehicle or on school property is prohibited at all times. Contractor will enforce District policies including the requirement that there is no smoking allowed at any time on any school vehicle used in District.

K. RIDERS

CONTRACTOR shall transport only those school pupils designated by the DISTRICT; however, USD reserves the right for its members, duly authorized agents, teachers or other school officials to ride when designated by District. Contractor shall transport nothing with the exception of authorized passengers and their belongings while Contractor's vehicle is engaged in transporting District pupils.

Pupils shall be taken on and discharged from the vehicle only at the designated stops. No pupils shall be permitted to get on or off the vehicle while it is in motion.

L. ENFORCEMENT OF SCHOOL RULES AND REGULATIONS/DISCIPLINE

All drivers are expected to enforce fairly and consistently with all pupils the policies of the DISTRICT regarding pupil transportation and discipline. Drivers will periodically review the established vehicle rules and regulations and shall display the same at all times in the front of the vehicle. Drivers will keep an accurate log of all disciplinary action taken and shall promptly forward, as appropriate, all major disciplinary cases in writing to the building principal or assistant principal using the Discipline Referral forms provided by District. District agrees to assist in rectifying any aforesaid disciplinary issues.

M. ROAD & WEATHER CHECKS

The CONTRACTOR shall:

1. Perform road checks and weather information checks by 5:00 a.m. daily and relay the results of the checks to the Superintendent no later than two hours prior to the morning departure of school vehicles from their parking facilities.
2. Perform road checks and weather information checks during the school hours and relay the results of those checks to the Superintendent so that early school closings can occur prior to the onset of adverse weather conditions.
3. Provide road condition reports and weather information reports to the Superintendent so that the timely cancellation of after school or weekend activities can occur.
4. When schools are closed, have delayed openings, or have early dismissals, notify all drivers, substitute drivers, and related personnel.
5. School closures, delayed openings, and early dismissals will be determined by the school of attendance of the passenger students assigned to each vehicle.

N. ACCIDENTS

CONTRACTOR shall report any accident involving a vehicle, or any incident where a pupil is injured while riding a vehicle to the DISTRICT or its authorized representative immediately or as

soon as possible but not later than twenty-four (24) hours from the time of such accident or incident. A detailed written report of each accident or incident must be submitted to the DISTRICT as soon thereafter as possible and not later than five (5) days after the date of the accident or incident. All accidents must be reported as required in compliance with the Pennsylvania Vehicle Code.

O. COMMUNITY EMERGENCY EVACUATIONS

The CONTRACTOR shall:

- Fully cooperate with local, county, state, and federal emergency management personnel for the use of any or all CONTRACTOR-provided school vehicles to be used in the evacuation of facilities or communities as requested by emergency management personnel.
- Keep accurate records in regard to any and all expenses related to the CONTRACTOR-provided school vehicles used for emergency purposes so that the DISTRICT can apply for the available reimbursements.
- Provide the DISTRICT all the necessary information required in regard to transportation for the completion and maintenance of the DISTRICT's Crisis Response Plan.
- Provide enough vehicles to conduct one annual emergency building/area evacuation drill for one building, time and date selected by the DISTRICT.
- Provide vehicles and drivers to any or all municipalities of the DISTRICT and neighboring school districts in the event of a community evacuation.

P. PENALTIES

The level of service provided is very important to the DISTRICT. CONTRACTOR must ensure that service levels are, at all times during the term of this contract, maintained at the highest standards.

In the event CONTRACTOR fails to comply with any of the requirements for the provision of drivers of vehicles, CONTRACTOR shall be assessed non-payment for that run and, in DISTRICT'S discretion, a penalty of \$150 for each day of noncompliance.

Without establishing limitations, the following infractions may result in the imposition of penalty of \$150 per occurrence, at DISTRICT'S discretion:

1. A driver changing a route or stop without securing approval from the DISTRICT, unless such change in routes or stop is the result of an emergency, in which case notice and securing of approval should be accomplished as soon as possible.
2. A driver leaving the driver's seat while a vehicle is running.
3. A driver failing to complete a run or being late for a run.
4. CONTRACTOR'S failure to respond to a breakdown with a replacement vehicle within a reasonable period of time; within twenty-five (25) minutes if the breakdown occurs within district boundaries.
5. After warnings and notice by the DISTRICT to the CONTRACTOR, the driver's failure to establish and maintain a reasonable standard of student discipline within five (5) working days following the receipt of notice from DISTRICT to the CONTRACTOR.

6. CONTRACTOR'S failure to notify the DISTRICT of any known problems which result in one or more vehicles being more than ten (10) minutes late for a regularly scheduled run.
7. A driver's mobile phone use except for emergency purposes or when the vehicle has been stopped and is safely at rest.
8. When stopped and is safely at rest.

In addition, without establishing limitations, the following infractions may result in a penalty to Contractor of \$300 per occurrence, at District's discretion:

1. A driver leaving a vehicle unattended with children on board.
2. When it is determined that a child has been left on an unattended vehicle due to the driver not following established CONTRACTOR or DISTRICT procedures.

If CONTRACTOR, for any reason, is unable to provide any transportation required hereunder by DISTRICT, and notifies DISTRICT in a timely manner so that DISTRICT may obtain replacement service providers, CONTRACTOR shall pay all costs incurred by DISTRICT in obtaining alternate services and may be assessed the penalty.

If CONTRACTOR is unable to provide any transportation services required under this contract and does not notify the DISTRICT in a timely manner, CONTRACTOR shall pay all costs incurred by the DISTRICT in obtaining alternate services and shall be assessed the penalty fee.

P. FORFEITURE

Any violation of the terms of this contract, and/or inability to fulfill the duties assigned, may at the option of the DISTRICT as a cause for termination.

If the CONTRACTOR fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, the DISTRICT may cancel the contract without prior notice and procure services elsewhere. The DISTRICT may in its sole discretion offset subsequent payments; call for the forfeiture of surety instruments and/or collateral.

If the CONTRACTOR fails to perform satisfactorily any of the services required under the provisions of contract, the CONTRACTOR shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the DISTRICT be able to obtain such services elsewhere, the CONTRACTOR shall additionally be liable and, upon submission of an invoice by the DISTRICT, pay to the DISTRICT the additional cost to the DISTRICT in obtaining the services above the contractual rate in effect between the CONTRACTOR and the BOARD. In the event the DISTRICT should be unable to obtain such services elsewhere, or in lieu thereof at the option of the DISTRICT, the CONTRACTOR shall pay to the DISTRICT, in addition to any other account payable hereunder, additional administrative costs to the DISTRICT in the amount of two hundred dollar (\$200.00) per day to be deducted from the next payment to the CONTRACTOR.

Q. NON-TRANSFERABLE CONTRACT

The contract shall not be transferred, subcontracted, or assigned without the prior approval of the school board and the written consent of the DISTRICT.

R. NON-DISCRIMINATION PROVISION

The CONTRACTOR agrees to comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities to those the CONTRACTOR hires in connection with all work performed on behalf of the DISTRICT. The CONTRACTOR will not discriminate nor permit discrimination by its agents or employees against any employee or applicant for employment because of race, color, religion, age, or natural origin. The CONTRACTOR will supply all compliance reports required by the Pennsylvania Human Relations Commission.

S. JURISDICTION

The parties agree that any litigation concerning this contract be in the Court of Common Pleas of Clarion County, Pennsylvania. All disputes will be governed by Pennsylvania law.

T. NON-DISCRIMINATION POLICY

The Union School District is an equal opportunity education district and will not discriminate on the basis of sex, race, color, nationality, religion, marital status, age, or handicap in its educational programs, activities, or employment practices as required by Title VI, Title IX, and Section 504.

IN WITNESS WHEREOF, the parties above named have hereto set their hands and seals the day and year aforesaid.

RECOMMENDED FOR APPROVAL BY THE BOARD OF SCHOOL DIRECTORS OF THE

Union School District
354 Baker Street
Rimersburg, PA 16248

Superintendent Signature _____ Date _____

Contractor Signature _____ Date _____

Board President Signature _____ Date _____

Board Secretary Signature _____ Date _____