

WEST SHORE SCHOOL DISTRICT

507 Fishing Creek Road
New Cumberland, PA 17070
717-938-9577

REQUEST FOR PROPOSAL

The West Shore School District invites qualified vendors to submit proposals for
CONTRACTED SCHOOL BUS TRANSPORTATION

MANDATORY PRE-BID MEETING

All interested vendors must attend a mandatory meeting at which time District personnel will be available to answer questions regarding the proposal. The meeting is scheduled for Wednesday, February 7, 2018, at 1:00 PM in the Administration Building, 507 Fishing Creek Road, Lewisberry, PA 17339.

SUBMISSION OF PROPOSALS

The vendor shall submit four (4) signed copies (1 original, 3 photocopies) of the completed proposal in a sealed envelope clearly marked "**RFP for Student Transportation Services**".

In addition, the vendor shall provide an electronic copy, in Microsoft Word Format, of a service agreement either on CD, USB, or via email to bsanders@wssd.k12.pa.us.

Proposals are due by 3:00 PM – February 28, 2018

Public Opening at 8:30 AM – March 1, 2018

Mail or deliver proposal to the following address:

Attention: Mr. Brett Sanders, Director of Operations and Planning
West Shore School District
507 Fishing Creek Road
Lewisberry, PA 17339

TENTATIVE TIME SCHEDULE

Contract Awarded by Board – March 15, 2018

**WEST SHORE SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED
SCHOOL BUS TRANSPORTATION**

West Shore School District
Administration Center for Education
507 Fishing Creek Road
Lewisberry, Pennsylvania 17339-9411

The undersigned hereby propose to furnish school bus transportation for the West Shore School District as per the prices quoted on the attached proposal pages. The undersigned certifies to have read and fully understand the specifications and offer to furnish the services in exact accordance with the specifications and at the prices quoted.

Name: _____

Signature: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Contact: _____

Date: _____

**WEST SHORE SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED
SCHOOL BUS TRANSPORTATION**

TOTAL PROPOSAL PRICE (BASE PRICE) FOR "DAILY RUNS" AS LISTED ON SCHEDULE A:

YEAR 1 (2018-2019) \$_____

YEAR 2 (2019-2020) \$_____

YEAR 3 (2020-2021) \$_____

YEAR 4 (2021-2022) \$_____

YEAR 5 (2022-2023) \$_____

**WEST SHORE SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION**

COST BREAKDOWN OF "DAILY RUNS" (Schedule A):

"DAILY RUNS" referred to in Schedule-A includes transportation to and from all West Shore School District school buildings and to non-public schools and charter schools within the School District and up to 10 miles beyond the District's boundaries.

	Year 1 (2018-2019)	Year 2 (2019-2020)	Year 3 (2020-2021)	Year 4 (2021-2022)	Year 5 (2022-2023)
<u>BUS (72+ PASSENGERS)</u>					
Daily Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Midday Route Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Hours Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>BUS (MID-SIZE APPROX 54 PASSENGERS)</u>					
Daily Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Midday Route Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Hours Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MINI-BUS</u>					
Daily Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Midday Route Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Hours Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>NON-CDL VAN</u>					
Daily Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Midday Route Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Excess Hours Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Daily rate includes up to _____ hours and/or _____ miles.

Midday rate includes up to _____ hours and/or _____ miles.

**WEST SHORE SCHOOL DISTRICT
ALTERNATE PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION**

COST BREAKDOWN OF "SPECIAL TRANSPORTATION":

Special Transportation runs are required throughout the year for special placements, wheelchair accessible vehicles, and homeless transportation. These runs vary from year to year and are established or removed on an as needed basis throughout the school year.

Based on responses received from bidders, the West Shore School District reserves the right not to include "Special Transportation" when awarding the successful bidder for this school bus transportation contract. The West Shore School District is looking for both DAILY and MILEAGE rates for "Special Transportation". If awarded as part of this contract, the charge for special transportation during the term of this contract will be based on whichever is more cost effective between the DAILY and MILEAGE rate.

	Year 1 (2018-2019)	Year 2 (2019-2020)	Year 3 (2020-2021)	Year 4 (2021-2022)	Year 5 (2022-2023)
<u>MINI-BUS</u>					
Daily Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Mileage Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>VAN</u>					
Daily Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Mileage Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Daily rate includes up to _____ hours and _____ miles.

**WEST SHORE SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION**

COSTS FOR ATHLETIC/BAND TRIPS, AND FIELD TRIPS (Schedule AA):

	Year 1 (2018-2019)	Year 2 (2019-2020)	Year 3 (2020-2021)	Year 4 (2021-2022)	Year 5 (2022-2023)
<u>ATHLETIC TRIPS/ FIELD TRIPS</u>					
Bus – Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____
Mini-Bus–Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____
Van – Hourly Rate	\$_____	\$_____	\$_____	\$_____	\$_____
BUS - Excess Mileage Rate **	\$_____	\$_____	\$_____	\$_____	\$_____
	\$_____	\$_____	\$_____	\$_____	\$_____
VAN - Excess Mileage Rate **	\$_____	\$_____	\$_____	\$_____	\$_____
	\$_____	\$_____	\$_____	\$_____	\$_____

****BUS** - MAXIMUM TRIP MILEAGE BEFORE EXCESS RATE APPLIES: _____ MILES

****VAN** - MAXIMUM TRIP MILEAGE BEFORE EXCESS RATE APPLIES: _____ MILES

COST BREAKDOWN OF “ACTIVITY RUNS”:

Activity runs occur on a regular basis to transport athletes between school buildings and various athletic facilities located throughout the district. The needs of the athletic departments will change with the sports seasons. Currently, the district is using (2) activity runs on a daily basis. Activity runs average 25 miles and take 1.25 hours to complete.

	Year 1 (2018-2019)	Year 2 (2019-2020)	Year 3 (2020-2021)	Year 4 (2021-2022)	Year 5 (2022-2023)
<u>BUS</u>					
Daily Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**WEST SHORE SCHOOL DISTRICT
REQUEST FOR PROPOSAL
CONTRACTED SCHOOL BUS TRANSPORTATION**

SCOPE

The West Shore School District is located in Cumberland and York Counties and covers approximately 78 square miles. The District's enrollment is approximately 8,000 students, attending nine (9) elementary schools, three (3) middle schools, and two (2) high schools. In addition, the District provides transportation for resident students that attend non-public schools located within the District's boundaries and up to ten (10) miles beyond.

STATEMENT OF PURPOSE

The primary obligation of the contractor is to operate its affairs so that the District will be assured of continuous and reliable service. The school district places, and the contractor accepts, full responsibility for assuring its drivers have satisfactorily completed all required security clearances and background checks in accordance with applicable law and board policies.

Under the proposed service agreement, the contractor will be responsible for all aspects of pupil transportation service subject to the approval of the district. As such, the contractor must have the management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; and any other equipment, materials, supplies, information systems, and personnel necessary to meet the Specifications outlined below. By submitting a proposal, the contractor represents that it has the resources necessary to meet these Specifications.

The enclosed Specifications outline all the requirements and conditions for furnishing this service. The contract will be awarded to the contractor submitting the best proposal as determined by the Board of School Directors. It is appropriate to emphasize that the lowest cost proposal may not be the best. The Board recognizes the complicated nature of delivering safe, reliable, efficient school transportation. Factors such as the contractor's experience with school transportation, demonstrated success with staffing and driver retention, references, start-up plans and timelines, and corporate financial standing will be considered. The District reserves the right to consider all relevant and reasonable criteria in selecting the successful proposal, including those which may or may not be expressed in the Specifications. Unless the contractor submits exceptions to any part of this RFP with the proposal, all terms and conditions of this RFP will be incorporated into the final contract.

WEST SHORE SCHOOL DISTRICT
REQUEST FOR PROPOSAL
CONTRACTED SCHOOL BUS TRANSPORTATION

GENERAL SPECIFICATIONS FOR STUDENT TRANSPORTATION

1. FAMILIARIZATION

Each contractor is required to examine the entire proposal, including the Specifications and attachments, and to become familiar with the routes, schedules, bus stops, traffic conditions, topography, road conditions, locations of schools (including entrance driveways and exits), and with all other facts relevant to the performance of the work.

Project Description

This proposal consists of supplying necessary buses and drivers to perform all AM and PM daily home-to-school routes and all daily mid-day kindergarten, vo-tech, and other routes in order to transport students of the District to and from school, which equals approximately 1,335,000 miles. The District will also contract for approximately 35,000 annual miles of field and athletic trips.

A breakdown of the routes for the 2017-2018 school year is provided in Schedule A. It should be understood that the needs of the district will change based on the needs of our students. From time to time, the District may find it necessary to add, remove, or modify routes.

Additionally, the District is in the process of a multi-year feasibility study and anticipates major changes over the course of the contract resulting from this RFP, including but not limited to, the opening of new schools, the closure of existing schools, grade configuration changes, and alterations to bell times and transportation schedules. The successful contractor should be prepared to make changes in response to the District's needs.

2. SUPERVISION & MANAGEMENT

It is the intention of the District to contract for the transportation of parochial, private, and charter school students, which may include special needs students, on each school day as established by their respective calendars. The contractor will be responsible for providing and managing, and for furnishing the required number of drivers to transport students to and from school on a daily basis.

- a. 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 and shall be responsible for applicable compliance with laws and regulations with respect to such employment. The contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the contract.

- b. The contractor agrees to furnish such reports as may be required and at the times designated by the District. The contractor agrees to provide the Supervisor of Transportation with verification of all requirements for vehicles and drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract, prior to the opening of school or whenever new drivers are used. Such requirements include, but are not limited to current copies of clearances under Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), and Act 114 (FBI Fingerprint Report), employment history reviews (Section 1-111.1 of the Public School Code) as well as notice to the District of reportable offenses under Act 24 of 2011 and Section 111, as to all personnel involved in providing services under the contract, before the commencement of such services. All contractor employees must report any arrests or convictions within 72 hours of an arrest or conviction. The Contractor must immediately notify the District upon receipt of any such report. All criminal clearances must be reviewed every five (5) years in a manner consistent with applicable law.
- c. Contractors shall be responsible for the behavior and actions of their employees, particularly with regard to adherence to the transportation policies and regulations of the District. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the contractor who employs the driver. Such violations of policies and/or regulations may, at the option of the District, operate as cause for the termination of a contract for the transportation of school pupils or removal of the offending driver(s).
- d. Every school driver provided by the contractor shall meet all regulations, presently in existence or implemented over the term of this contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation. All costs and fees for licenses or other credentials required to comply with said regulations shall be the sole responsibility of the contractor and/or the drivers under its employ.
- e. A mandatory drug testing and approved random testing program, as specified by state and federal laws, is required to be performed at the expense of the contractor. Contractors are responsible for compliance with all federal laws, state laws, local ordinances, and District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for District. Refer to Board Policy 351.1 as attached.
- f. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the District that the rate of driver turnover be minimal.
- g. All personnel assigned to perform under the contract shall be subject to approval by the District prior to their assignment to transport students of the District by the contractor.

3. VEHICLES PROVIDED

- a. School buses and all other vehicles used in the performance of the contract shall at all times be maintained in good mechanical condition and shall pass all required inspections, and

conform to the standards for school transportation vehicles approved by the Pennsylvania Department of Transportation.

- b. The contractor is to provide sufficient spare vehicles in the event of breakdowns, preventative maintenance, and accident damage. The contractor will also supply a reasonable number of additional buses to provide for special services, such as athletic/band trips and field trips.
- c. The contractor shall provide all vehicle maintenance and repairs on all buses and vans utilized under the contract.
- d. The contractor shall provide daily interior cleaning. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. The contractor shall also 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. Under no circumstances may an unsafe bus be used to transport students. The contractor will keep on file the completed inspection sheets for all vehicles and submit copies to the District when requested.
- e. The District retains the right to inspect the school buses and all other vehicles to insure safety compliance.
- f. All school buses assigned to regular daily routes by the bidder pursuant to the contract shall be no older than ten (10) years from the date of manufacture. The contractor shall provide a fleet that meets the following vehicle age requirements: 20% of vehicles no older than 3 years from the date of manufacture, an additional 40% of vehicles no older than 6 years from the date of manufacture, and the remaining 40% of vehicles between 7 and 10 years from the date of manufacture. All vans to be utilized by the successful bidder for the performance of the contract shall be no older than ten (10) years from the date of manufacture. Buses older than ten (10) years may be used as spares.
- g. Contractor shall provide a minimum 30 buses equipped with On-Spot (or equivalent) tire chain systems at the beginning of the contract. All additional vehicles purchased during the contract shall be equipped with chains.
- h. All vehicles shall be equipped with a GPS system that allows the contractor to track and report vehicle locations and speeds. The contractor will agree to produce reports on vehicle speed and location as requested by the District.

4. SAFETY PRECAUTIONS

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 is expected to remain with the bus at all times whether at a school building or on the route.

- c. The speed of vehicles shall at all times be reasonable and consistent with the safety of the passengers and road conditions and shall at no time exceed the posted speed limits.
- d. Each driver shall use the greatest care to guard the children, prevent overcrowding and maintain order in the bus at all times.
- e. All children riding on the buses must be transported to their designated stops. The contractor shall notify the District if a new or different stop is suggested or required. The contractor shall not engage parents in discussions regarding changes to existing routes or stops.
- f. No school bus shall be loaded beyond its seating capacity as set forth in the minimum standards as indicated on the "Approved School Bus Sticker." All other public conveyances, when transporting school children under contract, shall provide adequate seating for each student with no standees permitted.
- g. Use of tobacco, drugs or alcoholic beverages in the buses or on school property is prohibited at all times. Contractors will enforce District policies including the requirement that there is no smoking allowed at any time on school buses used in the District. Refer to Board Policy 351.1 as attached.
- h. In the event the District would institute any additional safety standards for the transportation of students, the contractor agrees to install and/or implement such safety enhancements, provided that any additional costs will be the responsibility of the District.

5. FUEL

The successful bidder shall use the motor fuels provided by the District for the performance of the contract. Fuel furnished by the District shall be used exclusively for transportation of the District's pupils pursuant to the terms and conditions of this agreement and may not be used for any other purpose whatsoever by the contractor or any of its employees, agents or representatives. The District reserves the right to examine and inspect without penalty and at reasonable times all contractor records and/or equipment to insure compliance herewith.

6. BUS ROUTES AND BUS STOPS

- a. All routing/scheduling shall be the responsibility of the District and is subject to the approval of the Board of School Directors.
- b. The District shall be responsible for notifying each passenger of his/her bus stop times at the beginning of school and in the event of a major change in a bus route.
- c. The District shall respond to all public inquiries as they relate to the routing of the buses. The contractor may be required to respond to all other public inquiries and handle all daily transportation concerns.

- d. Schedule A provides information on the routes for 2017-2018, and shall be the basis for the base price proposal. Cost adjustments may be necessary as determined by changes in student enrollment, and the type of vehicle required to provide the services to all students attending the locations included in the Specifications. The proposal shall include all applicable taxes, overhead, profit and pertinent costs.
- e. Schedule AA provides information on Athletic/Band Activities, and Co-Curricular Field Trips. These runs are in addition to the Daily Runs and shall be billed separately as determined by the negotiated rates of the successful proposer.

7. TWO-WAY RADIOS

- a. The contractor will utilize the District's present two-way communication system and will be financially responsible for all repairs and replacement radios when necessary. The contractor must ensure that all radios meet FCC requirements. The FCC frequency shall remain in the District's name. Furthermore, the repeater will be owned and maintained by the District.

8. PUPIL SUPERVISION

- a. The District delegates to the contractor the necessary authority to supervise and control students on buses and vans in accordance with District rules. Authorization shall not include corporal punishment, or the right to remove any offender under circumstances other than those which present an immediate danger likely to result in injury. Bus conduct reports must be completed by the driver and given to the student's building administrator with a copy forwarded to the Supervisor Transportation. The driver will promptly report any student behavior or safety concern to the student's building administrator.
- b. The contractor will utilize video monitoring equipment on all vehicles as a means to supervise bus students and to augment the written student misconduct report in accordance with Board Policy, 810.1 as attached. The contractor will be responsible for all repairs and maintenance of such equipment at its cost.
- c. Pupils shall be taken on and discharged from the bus only at the designated stops and at the locations as designated by the District. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus, or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania to proceed, until after each child on the vehicle has been safely seated, or when exiting, has reached a place of safety.
- d. No person other than a school pupil shall be transported in a school vehicle except in an emergency or when designated by the Superintendent or his designee. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.

9. ADMINISTRATIVE STAFF

The District will continue to employ a Supervisor of Transportation and District Mechanic to oversee the operation and address parent-related issues and concerns. The proposer must supply a qualified supervisor, dispatchers and mechanics. The contractor's staff shall cooperate fully with the District's Supervisor of Transportation, Director of Operations, and Business Manager to ensure a safe and efficient transportation system.

10. PHYSICAL PLANT

Commencing on July 1, 2018, the contractor will utilize the District's transportation terminal including garage, office space, restrooms, and storage space in consideration for a credit toward the annual fee for services for each year of the contract. All proposals will clearly itemize this credit as a separate line item in the pricing structure.

The contractor will be responsible for their own telephone and internet services. Other utilities associated with the transportation terminal will be paid by the District. The District will continue to occupy space and utilize equipment in the terminal for the performance of the job functions of the, Supervisor of Transportation and District Mechanic.

No alterations or modifications are to be made to the leased terminal unless approved by the District.

11. DISTRICT FLEET

The base bid must be submitted with 100% of vehicles under the ownership of the contractor.

However, the District currently has a fleet of vehicles that may be operated by the contractor, or purchased from the District as part of an alternate proposal. The use of the District's vehicles does not alter the requirements for the age of the vehicles to be provided by the contractor.

If the contractor elects to operate District vehicles as part of an alternate proposal, the proposal will include provisions for phasing out the end of life District vehicles and replacing them with vehicles owned by the contractor.

12. VIDEO MONITORS

The bus contractor must agree to install and maintain a minimum of one digital video camera with audio on each vehicle used for transporting pupils under this contract that will record at all times when transporting students. When requested from the School District, the contractor will provide the applicable storage device or video to the District for review within 24 hours. The contractor will be responsible for providing (on a permanent basis) a single District user license for software and any related computer peripheral devices that may be needed to review and export video. The recording device should be interoperable with existing equipment that is owned by the School District (using Windows PC based format). The bus contractor will be responsible for downloading and formatting bus video and providing the video to the school district in a readable format. For authorization see

Board Policy 810.1 as attached. The contractor shall retain video recordings for at least one (1) month.

13. STUDENTS WITH SPECIAL NEEDS

As determined by student IEP's or 504 plans, the contractor shall ensure that drivers assigned to transport disabled, special education, and early intervention program students attend any required special training, as requested and scheduled by the district, concerning the techniques of handling such students and fully implement and comply with such techniques. The District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.

14. SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

The Superintendent, or designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The contractor agrees to advise the District of road conditions when requested. The contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

15. REGULATIONS AND COMPLIANCE

The contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all applicable federal laws and the policies, rules and regulations of the District.

16. 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.

17. NON-TRANSFERABLE CONTRACT

The contract shall not be transferred, subcontracted or assigned without the prior approval of and the written consent of the District, acting through its Board of School Directors.

18. TERM

- a. The contract will be awarded for a five-year (5) term with an option by the District to extend the contract for additional years. The contract will commence on July 1, 2018 and expire automatically on June 30, 2023. Contract renewal will depend on pricing and quality of services rendered during the preceding contract term.
- b. The transportation provided shall be performed in compliance with the terms and conditions of this Agreement. Operation of routes shall commence on the first day of classes as stipulated by the District and shall run for a period of approximately 182 school days for each

school year of the contract. It should be understood that that non-public schools often have schedules that differ from that of the West Shore School District. Contractor is responsible for operation of the portion of routes that service non-public schools on such dates at times where the non-pubic school is in session but West Shore is not in session.

19. PERFORMANCE BOND

- a. The contractor shall provide, annually, a Performance Bond in the amount of seventy-five percent (75%) of that year's contract price. (For the first year of the contract, the Performance Bond would guarantee 75% of the contract price as stated in the proposal for Year 1 – 2018-2019; for the second year, the Performance Bond would guarantee 75% of the contract price as stated in the proposal for Year 2 – 2019-2020, and so on.) The form and provider of such Performance Bond shall be subject to review and approval from the District.
- b. For the first year of the contract, the contractor shall deliver the required bond to the District not later than ten (10) days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the contractor shall, prior to the commencement of the work, submit evidence satisfactory to the District that such bond will be furnished. Annually thereafter, the contractor shall deliver the required bond not later than ten (10) days before the commencement of the start of the next year of the contract.
- c. The contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix a certified and current copy of the power of attorney to the bond.
- d. If any surety hereunder makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the District is insolvent, the contractor shall immediately furnish and maintain another surety, satisfactory to the District, in addition to any other insurance or bond required by this agreement.

20. FORFEITURE

- a. 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, including, but not limited to, home to school transportation, athletic/band trips, parochial, private and special needs students, and field trips, and additional routes, the District may procure services elsewhere without prior notice or cancel the contract. The District, in its sole discretion, may offset subsequent payments and/or call for the forfeiture of the Performance Bond and reimbursement payment thereof by the surety.
- b. Should the District obtain transportation services elsewhere, the contractor shall be invoiced by the District for the additional cost above the contractual rate in effect between the Contractor and the District, plus District incurred personnel time when obtaining such alternate coverage.

- c. If the contractor breaches any provision of this RFP or contract, and such breach is not cured within ten (10) days, the District shall have the right to terminate the contract by giving written notice to the contractor, which termination shall go into effect immediately upon receipt.
- d. The parties agree to venue and jurisdiction in the York County Court of Common Pleas for the resolution of any disputes related to the contract.

21. PAYMENT

The District agrees to pay the contractor on a monthly basis. Contractors shall invoice for the monthly scheduled payment and include all supportive data. Supplementary trips will be invoiced and paid separately based upon the timeliness of invoices submitted by the contractor to the Transportation Office. All invoices for the school year must be received in the Transportation Office by June 25th of the contract year.

22. INSURANCE

- a. The contractor agrees that, prior to the effective date of the contract, said contractor will file with the District evidence of a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania in amounts no less than \$3,000,000 per occurrence and general aggregate. The Certificate of Insurance should indicate that the District is an additional Insured on the policy. The coverage must be in effect for the duration of the contract.
- b. The contractor will, at their expense and prior to the effective date of the contract, provide the West Shore School District with evidence of Business Automobile and Liability Insurance for each vehicle in an amount not less than the \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention. The Certificate of Insurance should indicate that West Shore School District is an additional Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract.
- c. The contractor will, at their expense and prior to the effective date of the contract, provide the West Shore School District with evidence of Worker's Compensation Insurance. The coverage must be in effect for the duration of the contract.
- d. The contractor will, at their expense and prior to the effective date of the contract, provide the West Shore School District with evidence of Excess Liability with a limit of at least \$1,000,000 per occurrence and \$1,000,000 aggregate, on which the district is named as an additional Insured.
- e. The above referenced policies shall be endorsed to the state that the Insurance Carrier shall provide the District with 30-Day Notice of Non-Renewal, Cancellation, or Material Change. Further, the contractor will provide evidence of renewal of any of the above referenced

policies at least 30-days prior to its Expiration Date. Failure to provide such evidence shall be sufficient grounds for cancellation of this Agreement.

- f. Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the contractor on District business, so as to handle potential problems on a timely basis in the best interest of both parties.

23. INDEMNIFICATION

- a. In addition to the insurance requirements included as part of the specifications, the contractor shall also defend, indemnify and hold harmless the District, its administrators, Board members, employees, volunteers, and agents, from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation, litigation expenses, counsel fees, damages, losses, and liabilities 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, its agents or employees, in the performance of the contract. This indemnification obligation shall survive termination of this contract.

24. AWARD

The District will not be required to make an award entirely on the basis of the lowest proposal in dollars and reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interest of the District. In the event such modifications are unacceptable to the contractor, such contractor shall be released from any obligation to the District.

25. SUPPLEMENTAL INFORMATION

Each contractor is required to submit the following information along with their proposal:

- a. Client list comprised of PA school districts; include name of school district, contact information, student enrollment, number of buses, number of bus routes, and years of service to that district.
- b. Proof that the contractor is financially solvent: submit most recent annual financial statements with comparison statements from previous years.
- c. Safety record for the last five (5) years, indicating all bus and/or van accidents.
- d. Indicate if the contractor is currently involved in or settled any litigation with a current or former customer. Also indicate any litigation issues involved in or settled in the last five (5) years.
- e. Indicate if the contractor has a union agreement with its drivers, and if so, whether the contractor is currently involved in or settled any labor relation issues with current or former employees in the last five (5) years.

SCHEDULE A

**WEST SHORE SCHOOL DISTRICT
DAILY BUS RUNS**
(Based on October 2017 data collection)

Vehicle Number	Type	Capacity	Schools Serviced	Mileage/Day
1	Van	9	RL, CM, RM	91
2	Van	9	AM, RM	112
3	Van	9	CC, NB, HS	98
4	Van	9	Spare	0
5	Van	9	AM, NB	107
7	Van	9	Spare	0
9	Van	9	Hilltop, HS, NB	114
11	Van	9	Spare	0
12	Van	9	RL, CM, HS	70
13	Bus	24	Good Shepherd, Al-Huda	83
14	Van	10	RL, CM, HG	90*
15	Van	10	Spare	0
16	Bus	72	AM, FC	71
17	Bus	77	CM, St. Theresa, RM, FC	49
18	Bus	77	CM, FV, RM	73
19	Bus	77	CC, HG	49
20	Bus	77	AM, NB, RM	89
21	Bus	72	St. Theresa, HG, Trinity, CASA, Harrisburg Acad	90
22	Bus	72	NC, HS	38
23	Bus	66	Londonderry, St. Theresa, FC	124*
24	Bus	78	RL, FC	48
25	Bus	78	CM, Harrisburg Academy, WH, HS	62
26	Bus	77	AM, NB	85
27	Bus	77	Spare	0
28	Bus	77	Spare	0
29	Bus	77	Spare	0
31	Bus	77	Spare	0
32	Bus	72	CC, St. Theresa, Trinity, CASA, Harrisburg Acad	33
34	Bus	77	RL, FC	54
35	Bus	72	CC, FV	72
36	Bus	77	CM, RM, HG, Vo-Tech	114*
37	Bus	77	RL, Vo-Tech, NB	153*
38	Bus	77	RL, RM	53
39	Bus	77	RL, NB	55

Vehicle Number	Type	Capacity	Schools Serviced	Mileage/Day
40	Bus	78	RL, RM	51
41	Bus	77	RL, FC, NB, Vo-Tech	121*
42	Bus	77	CM, FC	56
43	Bus	77	NC, HG, St. Theresa, Trinity, CASA, Harrisburg Acad	64
44	Bus	77	CM, RM	62
45	Bus	77	AM, FV	95
46	Bus	78	CC, LA, RS	55
47	Bus	77	St. Joseph's, LA, RS	98*
48	Bus	78	RL, FC	60
49	Bus	72	NC, HS, St. Theresa, Trinity, CASA, Harrisburg Acad	60
50	Bus	77	CC, CASA, WH	52
51	Bus	78	CM, RM, HS	51
52	Bus	78	Activity Bus	27
54	Bus	77	RL, Vo-Tech, FV, RM, NB	130*
55	Bus	77	CM, NB	61
56	Bus	77	CM, NB	63
57	Bus	77	NC, WH	45
58	Bus	78	AL, Vo-Tech, HG	47
59	Bus	77	RL, RM, WH	105*
61	Bus	77	RL, HG, St. Theresa, Trinity, CASA, Harrisburg Acad	128*
62	Bus	77	CC, Vo-Tech, WH	63
64	Bus	77	AM, RM, HS	60
66	Bus	77	CM, RM, FV, HS	137*
67	Bus	78	Spare	0
68	Bus	78	CC, LA, RS	84
69	Bus	77	CM, CC, LA, RS St. Theresa, Trinity, CASA, Harrisburg Acad	80
70	Bus	78	RL, LA, RS, Trinity, WSCA	75
71	Bus	77	CM, NB, RM	93*
72	Bus	78	CC, FV	80
74	Bus	78	NC, HS, St. Theresa, Trinity, CASA, Harrisburg Acad	58
75	Bus	77	CM, FC	69
76	Bus	77	AL, FV	76
77	Bus	78	RL, RM	75
78	Bus	78	AL, WH	42
79	Bus	77	RL, FV	62
80	Bus	77	CC, LA, RS	64

Vehicle Number	Type	Capacity	Schools Serviced	Mileage/Day
81	Bus	66	CC, West Shore Christian, St. Joseph's, Trinity, Heritage	70
82**	Bus	40 + 4 WC	CC, WH	72
83	Bus	54	Londonderry, Covenant, McDevitt, St. Margaret Mary, Samuel	125
85	Bus	77	AL, FV, HS	77
88	Bus	72	NC, WH	59
89	Bus	72	NC, HS, HG, CASA, St. Theresa, Trinity, CASA, Harrisburg Acad	55
90	Bus	72	Spare	0
91	Bus	77	CC, NCMS, LA, RS	62
92	Bus	77	AL, FV, LA	111*
93	Bus	72	AL, HG	62
94	Bus	72	CM, FC, HS	66
95	Bus	84	Activity Bus	25
97	Bus	72	St. Joseph's, HG	71
98	Bus	71	Spare	0
99	Bus	71	Spare	0
109	Bus	16	NC, WH	90
110	Bus	26	CM, WH	84
111	Bus	25	CC, St. Joe's, WSCA	71
112	Bus	23	NC, NB	102
123	Bus	30	Bible Baptist	110
124	Bus	30	Christian School of York, York Adventist	196
204	Bus	25	RL, CM, RM	83
218	Bus	25	McDevitt, Samuel, Covenant, Circle	85
248	Bus	20	CC, HS	96
281	Van	9	CM, WH	22
492	Van	9	Philhaven York	112
520	Bus	23	Infinity, Harrisburg Catholic, Circle, St. Stephens	82
3196	Bus	16	RL, CM, WH, LA	157*
MV2	Van	6	RL, CM, LA	97

* Includes mid-day. District is currently operating 13 mid-day routes.

** The district currently only has one wheelchair route. The district is using resources of the IU for two wheelchair vehicles. It may be the desire of the district to have the contractor transports wheelchair students.

SCHEDULE AA

WEST SHORE SCHOOL DISTRICT Supplementary Bus Information

Athletic/Band Trips and Field Trips

Throughout the school year, buses are needed to transport students to athletic events, band competitions, co-curricular field trips, and so on. Bus runs for athletic and band events are scheduled in advance by the Athletic Director and the Band Director as soon as the season's schedule is prepared and finalized.

Building Principals must submit a field trip request to the district's field trip accounting system. The Supervisor of Transportation will review the requests and submit them to the contractor for scheduling. The contractor should be responsible for fulfilling the trips ordered, and if staffing will be unavailable, the contractor should attempt to procure services elsewhere. The school district will keep denial of transportation services to groups to a minimum.

The contractor will submit separate invoices for the above listed services, apart from the monthly invoice for scheduled payments for the base contract price.

Athletic/Band Trips and Field Trips Based on 2016-2017 school year

Type	Trips	Annual Mileage	Labor Hours
Athletics	194	46,657	3,417.5
Field Trips	203	5,527	234.25
Swimming	44	5,842	563.75
Band	9	3,896	379
Cheerleading	9	804	77.5
Totals	459	62,726	4,372

SCHEDULE B

**WEST SHORE SCHOOL DISTRICT
Applicable Policies approved by the School Board of Directors**



Book	WSSD Policy Manual
Section	300 Employees
Title	Controlled Substance/Alcohol Requirements for Covered Personnel
Number	351.1
Status	Active

Legal

1. [49 CFR 382.107](#)
2. [75 Pa. C.S.A. 102](#)
3. [75 Pa. C.S.A. 1612](#)
4. [75 Pa. C.S.A. 3802](#)
5. [67 PA Code 71.3](#)
6. [49 CFR 382.205](#)
7. [49 CFR 382.207](#)
8. [49 CFR 382.213](#)
9. [49 CFR 382.215](#)
10. [49 CFR 382.201](#)
11. [49 CFR 382.209](#)
12. [49 CFR 382.211](#)
13. [49 CFR 382.201-382.215](#)
14. [49 CFR 382.501](#)
15. [Pol. 317](#)
16. [49 CFR 382.505](#)
17. [49 CFR 40.285](#)
18. [49 CFR 40.287](#)
19. [49 CFR 40.295](#)
20. [49 CFR 40.297](#)
21. [49 CFR 40.305](#)
22. [49 CFR 40.309](#)
23. [49 CFR 382.601](#)
24. [49 CFR 40.25](#)
25. [49 CFR 382.301](#)
26. [49 CFR 382.413](#)
27. [Pol. 304](#)
28. [Pol. 810](#)
29. [49 CFR 382.303](#)
30. [49 CFR 382.305](#)
31. [49 CFR 382.307](#)
32. [49 CFR 382.603](#)
33. [49 CFR 382.309](#)
34. [49 CFR 40.321](#)
35. [49 CFR 382.405](#)
36. [Pol. 324](#)
37. [Pol. 800](#)
38. [49 CFR 40.261](#)
39. [49 CFR Part 40](#)

Adopted

February 21, 2013

Purpose

This policy is adopted to comply with state and federal mandates and to establish programs and practices designed to help prevent accidents and injuries resulting from the misuse of alcohol or controlled substances by District commercial motor vehicle drivers.

The Board also recognizes that an employee impaired by controlled substances or alcohol who operates a District school bus, school vehicle, or commercial motor vehicle poses significant risks to the safety of students and others.

Definitions

Commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle: [\[1\]](#)

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
2. Has a gross vehicle weight rating of 26,001 or more pounds;
3. Is designed to transport sixteen (16) or more passengers, including the driver;
4. Is of any size and is used in the transportation of materials found to be hazardous under law and require the motor vehicle to be placarded.

Covered driver means any District employee who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors. [\[1\]](#)

Licensed medical practitioner means a person who is licensed, certified, and/or registered, in accordance with applicable federal, state, local, or foreign laws and regulations, to prescribe controlled substances and other drugs. [\[1\]](#)

Performing a safety sensitive function means that a covered driver is considered to be performing a safety sensitive function during any period in which s/he is actually performing, ready to perform, or immediately available to perform any safety sensitive functions. [\[1\]](#)

A refusal to submit means that a driver: [\[1\]](#)

1. Fails to appear for any test, except a pre-employment test, within a reasonable time, as determined by the District, consistent with applicable regulations, after being directed to do so.
2. Fails to remain at the testing site until the testing process is complete.
3. Fails to provide a urine specimen for any controlled substance test.
4. In the case of a directly observed or monitored collection in a controlled substance test, fails to permit the observation or monitoring of the driver's provision of a specimen.
5. Fails to provide a sufficient amount of breath, saliva and/or urine when directed and it has been

determined through a medical evaluation that there was no valid medical explanation for the failure.

6. Fails or declines to take a second test the employer or collector has directed the driver to take.
7. Fails to undergo a medical examination or evaluation as part of the test verification process.
8. Fails to cooperate with any part of the testing process or engage in conduct that clearly obstructs the testing process.
9. Is reported as having a verified adulterated or substituted test result or specimen.

Safety sensitive function means all time from the time a covered driver begins to work or is required to be in readiness to work until the time s/he is relieved from work and all responsibility for performing work. Safety sensitive functions shall include all time spent: [\[1\]](#)

1. At an employer terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
2. Inspecting equipment, servicing, or conditioning any commercial motor vehicle at any time.
3. At the driving controls of a commercial motor vehicle in operation.
4. Loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
5. Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Guidelines

All District school bus, school vehicle, and covered drivers shall comply with the requirements of state law and regulations regarding the consumption and/or use of controlled substances and alcohol prior to or during the operation of a District school bus, school vehicle, or commercial motor vehicle. [\[2\]\[3\]\[4\]\[5\]](#)

Prohibitions

A covered driver shall not consume alcohol while performing safety sensitive functions. [\[6\]](#)

A covered driver shall not perform safety sensitive functions within four (4) hours after consuming alcohol. [\[7\]](#)

A covered driver shall not report for duty or remain on duty requiring the performance of safety sensitive functions:

1. When the driver uses any controlled substance, except when the use is pursuant to the written instructions or prescription of a licensed medical practitioner, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. [\[8\]](#)
2. When the driver tests positive for any controlled substance or has adulterated or substituted a test specimen for controlled substances. [\[9\]](#)

3. While having an alcohol concentration of 0.04 or greater. [\[10\]](#)

A covered driver required to take a post-accident alcohol test under this policy shall not use alcohol for eight (8) hours following the accident, or until s/he undergoes a post-accident alcohol test, whichever occurs first. [\[11\]](#)

A covered driver shall not refuse to submit to the following required tests: [\[12\]](#)

1. Post-accident alcohol or controlled substances test.
2. Random alcohol or controlled substances test.
3. Reasonable suspicion alcohol or controlled substances test.
4. Follow-up alcohol or controlled substances test.

Consequences for Drivers Engaging in Prohibited Conduct

The District shall not permit a District employee to drive or operate a school bus, school vehicle, or commercial motor vehicle or perform or continue to perform a safety sensitive function if the District determines or has actual knowledge that a driver has violated any of the above prohibitions. [\[13\]](#)[\[14\]](#)

Consistent with contractual and legal requirements, a determination shall be made as to the appropriate disciplinary action, if any, to be imposed upon any covered driver who violates this policy. Nothing in this policy shall be construed to limit the authority of the School District to impose discipline, including discharge, as it shall determine so long as the minimums set forth in this policy are satisfied. [\[15\]](#)[\[43\]](#)

Any covered driver tested under this policy that is found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended without pay and prohibited from performing a safety sensitive function, including operating a commercial motor vehicle, for at least twenty-four (24) hours following administration of test. [\[14\]](#)[\[16\]](#)

Consistent with federal regulations, any covered driver who: [\[14\]](#)

1. Reports or remains on duty while having an alcohol concentration of 0.04 or greater;
2. Uses alcohol while performing a safety sensitive function;
3. Used alcohol within four (4) hours of performing a safety sensitive function;
4. Uses alcohol in contravention of a post-accident alcohol test requirement;
5. Reports for or remains on duty when the driver uses or has used any controlled substance, except when the use is pursuant to the written instructions or prescription of a licensed medical practitioner in accordance with this policy;
6. Tests positive for controlled substances; or
7. Refuses to submit to any controlled substance or alcohol test required under this policy;

and who is not to be discharged, may be suspended without pay and shall not be reinstated until the covered driver has completed all return-to-duty requirements.

The District reserves the right to turn any matter over to local law enforcement where circumstances

indicate a driver has violated state law. [\[3\]](#)[\[4\]](#)

Return-to-Duty

Covered drivers that are to be reinstated shall comply with the requirements of Board policy and federal regulations in order to return to their position as a covered driver. Such requirements include:

1. An evaluation by a Substance Abuse Professional (SAP) who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use. The District shall provide the employee a list names, addresses, and telephone numbers of approved SAPs. [\[17\]](#)[\[18\]](#)

The District and covered drivers may not seek a second opinion if the employee has been evaluated by a qualified SAP. The SAP who made the initial evaluation may change his/her initial evaluation and recommendations based on new or additional information. [\[19\]](#)[\[20\]](#)

2. A negative controlled substance test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties. The return-to-duty test may not occur until after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment. [\[21\]](#)
3. A SAP may require additional follow-up testing for the covered driver. A covered driver may not continue to perform safety-sensitive functions unless follow-up testing is conducted as directed by the SAP. [\[22\]](#)
4. Any other conditions of reinstatement imposed by the District consistent with law and regulations.

Controlled Substance and Alcohol Testing

The District's controlled substance and alcohol testing program shall apply only to those employees meeting the definition of covered driver and shall comply with federal testing requirements. The District's controlled substance and alcohol testing program shall consist of the following tests: [\[23\]](#)

1. Pre-employment testing – Prior to recommending to the Board that any individual be hired as a covered driver, the candidate shall undergo testing for controlled substances unless the candidate qualifies for an exception to this requirement set forth by federal regulations. [\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)[\[28\]](#)

The District shall also conduct pre-employment alcohol testing of all candidates for employment as a covered driver in accordance with federal regulations.

No candidate shall be hired or allowed to perform a safety-sensitive function for the first time unless the District has received a verified negative controlled substance test result and an alcohol test with a result indicating an alcohol concentration less than 0.04 for that candidate.

2. Post-accident testing – The District shall ensure that a covered driver undergoes required alcohol and/or controlled substances testing as soon as practicable following a commercial vehicle accident on a public road when: [\[29\]](#)
 - a. The accident involves the loss of human life; or
 - b. The driver receives a citation under state or local law for a moving traffic violation within

eight (8) hours of the accident to test for alcohol; and when the driver receives a citation within thirty-two (32) hours of the accident to test for controlled substances; if the accident involves bodily injury to any person who immediately receives medical treatment away from the scene of the accident; or one (1) or more motor vehicles incur disabling damage requiring the vehicle to be towed away from the scene.

If a post-accident alcohol test is not administered within two (2) hours following the accident, the District shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within eight (8) hours following the accident, attempts to administer the alcohol test shall cease and the District shall prepare and maintain the same record.

If a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, attempts to administer the test shall cease and the District shall prepare and maintain a record stating the reasons why the test was not administered within the required time.

A driver subject to post-accident testing shall remain readily available for such testing or may be deemed by the District to have refused to submit to testing. This requirement shall not be construed to require the delay of necessary medical attention following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

A breath or blood test for the use of alcohol or a urine test for the use of controlled substances conducted by federal, state or local officials or police having authority to conduct such testing shall be considered to meet the requirements of this policy if the results of the test will be turned over to the District.

3. Random testing – Random alcohol and controlled substances testing shall be conducted on the percentage of covered drivers mandated by federal regulations. The selection of covered drivers for random testing shall be by a scientifically valid method so that each covered driver shall have an equal chance of being tested each time selections are made. These tests shall be unannounced and spread reasonably throughout the year.[\[30\]](#)

Each covered driver who is notified of selection for random testing shall immediately proceed to the test site.

Random alcohol testing may be conducted only just before the covered driver is to begin driving or engaging in other safety sensitive functions, or just after the driver has finished driving or engaging in other safety sensitive functions.

4. Reasonable suspicion testing – The District may require a covered driver to submit to an alcohol and/or controlled substances test when there is reasonable suspicion that the covered driver is using or has used alcohol or controlled substances in violation of the prohibitions of this policy.[\[31\]](#)

The determination that reasonable suspicion exists to require a covered driver to undergo testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or District official who is trained in the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled

substances. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver. [\[32\]](#)

Reasonable suspicion as to alcohol use may be based only on observations made while the covered driver is driving or performing other safety sensitive functions, just before the driver begins driving or performing other safety sensitive functions, or just after the driver has ceased driving or performing other safety sensitive functions.

If a reasonable suspicion alcohol test is not administered within two (2) hours following the determination of reasonable suspicion, the District shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within eight (8) hours following the determination of reasonable suspicion, attempts to administer the alcohol test shall cease and the District shall prepare and maintain the same record.

A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test. Such record shall be made and signed by the supervisor or District official who made the observations within twenty-four (24) hours of the observed behavior or before the result of the tests are released, whichever is earlier.

5. Return-to-duty testing – A covered driver permitted to return to work after engaging in conduct prohibited by this policy shall not return to the performance of safety sensitive functions until the driver has successfully complied with the education/treatment prescribed by a substance abuse professional and has taken a return-to-duty test showing a negative result for controlled substances and/or an alcohol test with an alcohol concentration of less than 0.02. [\[21\]](#)[\[33\]](#)
6. Follow-up testing – Any covered driver identified as being in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, who is not discharged, shall be subject to unannounced follow-up testing as directed by a SAP on return to work. [\[22\]](#)[\[44\]](#)

The District and its employees shall strictly adhere to the standards of confidentiality regarding test results and/or medical information and assure all covered drivers that testing records and results will be released only to those authorized to receive such information. [\[34\]](#)[\[35\]](#)

Delegation of Responsibility

Duties of Covered Drivers

Covered drivers shall be required to sign a statement certifying that s/he has received a copy of this policy, administrative regulations and related material(s). The District shall maintain the original copy of the certification as a District record. [\[23\]](#)[\[36\]](#)[\[37\]](#)

Any covered employee shall be deemed to have consented to such testing as is required of him/her by this policy or as required by federal regulations. Consent is implied by agreeing to drive a covered vehicle after notification of this policy.

Covered drivers are required to notify the Director of Elementary Education if they are taking any prescription medications and shall supply a written certification on a form provided by the District from the licensed medical practitioner prescribing the medication that the substance(s) will not adversely affect the driver's ability to safely operate a bus or motor vehicle. [\[8\]](#)

Covered drivers shall promptly report to and cooperate fully with all required testing as a condition of their employment. [\[23\]](#)[\[38\]](#)

Duties of the Director of Elementary Education

The Director of Elementary Education shall be responsible to:

1. Be the District's representative for purposes of receiving and handling alcohol and controlled substance test results. Those results shall be handled in a confidential manner in accordance with applicable federal, state, and local law and regulations. [\[39\]](#)[\[40\]](#)
2. Advise a covered driver of the results of random, reasonable suspicion and post-accident tests if the test results show an alcohol concentration in excess of 0.02 or are verified as positive in the case of controlled substances. The driver shall be advised which controlled substance or substances were verified as positive. [\[41\]](#)[\[42\]](#)
3. Develop and implement procedures for the preparation, maintenance, retention, and disclosure of records as required by law and regulations. [\[37\]](#)[\[40\]](#)
4. Recommend the actions necessary to ensure that the School District can perform the testing described in this policy and has the services of a qualified medical review officer, a qualified substance abuse professional, and a certified laboratory.
5. Develop and provide educational materials that explain the requirements of this policy and the School District's policies and procedures with respect to meeting said requirements. Materials in compliance with law and regulations shall be distributed to each covered driver prior to the start of the School District's testing under this policy and to each covered driver subsequently hired or transferred into a covered position. [\[23\]](#)
6. Answer questions from covered drivers about this policy, administrative regulations, related material(s), and the District's testing program. [\[23\]](#)



Book	WSSD Policy Manual
Section	800 Operations
Title	Transportation: Audio/Video Recording
Number	810.1
Status	Active
Legal	<div>1. Pol. 810</div> <div>2. 18 Pa. C.S.A. 5704</div> <div>3. Pol. 218</div> <div>4. Pol. 216</div> <div>24 P.S. 510</div> <div>24 P.S. 510.2</div> <div>75 Pa. C.S.A. 102</div>
Adopted	August 17, 1995
Last Revised	October 20, 2016

Purpose

The use of audio/video recording equipment supports efforts to maintain discipline and to ensure the safety and security of all students, staff, contractors, and others being transported on District-owned, operated, or contracted school buses or school vehicles. The main premise of audio/video equipment is to provide additional aid to the bus driver and District officials in monitoring the conduct of students. The audio/video equipment will provide District administrators with the ability to take timely and appropriate corrective actions in the event that violations of the Rules for Students Riding Buses, as set forth in the District Transportation Policy, are recorded.[1]

Guidelines

Recording Devices

The Board may equip and maintain each school bus with an audio/video recording device for student monitoring. Recording devices may be used on buses to monitor behavior for security and disciplinary reasons. Audio/video recordings may be used as evidence in student discipline hearings and may be turned over to law enforcement officials when appropriate.

The Board prohibits the use of audio/video recording on any school bus or school vehicle that is not being used for a school-related purpose.[2]

Notification

All students must be notified of the potential presence of an audio/video recording device on the school bus. A clearly visible notice will be placed on each District school bus notifying the student riders that it is furnishing audio/video recording devices. The District will notify all students, parents, and guardians annually through the Handbook and Activities Calendar and in any other publications that sets forth the District's comprehensive rules, procedures, and standards of conduct. In addition, the District's website will provide notice of the policy and provide a link to the actual policy.[\[2\]](#)

Screening

Images produced by the recording devices may be reviewed by school administrators and transportation personnel for the purpose of determining whether disciplinary consequences are appropriate. Surveillance capturing inappropriate behavior may be used at conferences with parents, students, and employees and as evidence at student disciplinary proceedings. Surveillance recordings may be turned over to law enforcement officials when appropriate.

Discipline

The building administrator will determine the appropriate discipline for violations of the District's student rider rules of conduct based on bus driver reports, the meeting with the student(s), and review of the audio/video recording. All disciplinary actions will be in accordance with the West Shore School District Transportation Policy and the Student Discipline Policy. The administration will determine the appropriate discipline for inappropriate employee behavior.[\[1\]](#)[\[3\]](#)

The District shall comply with the provisions of federal and state laws and regulations regarding student record requirements as applicable to the District's use and disclosure of recordings. Recordings considered part of a student's educational record shall be maintained in accordance with established student record procedures governing access, review and disclosure of student records.[\[4\]](#)

The Superintendent or designee may develop guidelines to implement this policy.

WEST SHORE SCHOOL DISTRICT

School Calendar • 2018-2019 - **PROPOSED**

Important Dates

School Year Begins for Students.....	Monday, August 27, 2018
School Year Ends for Students.....	Friday, June 7, 2019
High School Graduation Ceremonies (same day/different times).....	Saturday, June 8, 2019
Work Year Ends for Teachers	Wednesday, June 12, 2019

Student Days - 180 (183 including Act 80 Days)

August	5	November	16	February	18	May	22
September	19	December	15	March	20	June	5
October	21	January	20	April	19	Total	180

Teacher Days 191

School Not in Session on the Following Days

Teacher Orientation Days (New Hires Only)**	August 13, 14, and 15, 2018
Teacher Orientation Days (Second Year Teachers Only)	August 16 and 17, 2018
Staff Development	August 21, 22, and 23, 2018
Staff Development Exchange Day	August 24, 2018
Labor Day	September 3, 2018
Fall Recess	October 8, 2018
Staff Development / Act 80 Day	October 29, 2018
Kindergarten ONLY Parent Conferences	November 9, 2018
Parent Conferences / Staff Development / Act 80 Day	November 19, 2018
Parent Conferences / Staff Development	November 20, 2018
Thanksgiving Recess	November 21, 22, 23, and 26, 2018
Holiday Recess	December 24, 2018 - January 2, 2019
Martin Luther King, Jr. Day / Staff Development / Act 80 Day	January 21, 2019
Winter Break	February 15 and 18, 2019
Spring Recess	March 18, 2019
Spring Break	April 18, 19, and 22, 2019
Memorial Day	May 24 and 27, 2019
Early Dismissal - Sec.-11 a.m. / Elem.-Noon / Staff Dev. (p.m.)	June 7, 2019
Staff Development (Contract Exchange Days)	June 10 and 11, 2019

Early Dismissal / Staff Development (p.m.) Days

Aug. 31, Sept. 28, Oct. 26, Nov. 16, Dec. 21, Jan. 18, Feb. 8, March 15, and May 24

10:45 a.m.- AM Kindergarten Dismissal and PM Kindergarten Arrival

11:45 a.m.- Secondary Dismissal, and 12:45 p.m. - Elementary Dismissal

Make Up Days (if needed)

February 15, 2019

March 18, 2019

April 18, 2019

June 10..., 2019***

Report Period Ends

October 31, 2018
45 days

January 18, 2019
43 days

March 28, 2019
45 days

June 7, 2019
47 days

Progress Reports Due

September 28, 2018

December 7, 2018

February 22, 2019

May 3, 2019

Report Cards Issued

November 9, 2018

February 1, 2019

April 12, 2019

June 21, 2019

** A fourth orientation day must be satisfied by attending 7.5 hours of NeTS meetings during the school year.

*** If necessary, the June 10 and June 11, 2019, contract exchange days may be used as make-up days. If June 10..., 2019, becomes a student day, the exchange day(s) will move accordingly. Professional staff members are reminded they must be available to work on listed make-up days, including additional work days added to the end of the school year.

JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

0/0 Student Days

0/0 Teacher Days

AUGUST

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5/5 Student Days

9/9 Teacher Days

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19/24 Student Days

19/28 Teacher Days

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

21/45 Student Days

22/50 Teacher Days

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

16/61 Student Days

18/68 Teacher Days

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

15/76 Student Days

15/83 Teacher Days

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

20/96 Student Days

21/104 Teacher Days

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18/114 Student Days

18/122 Teacher Days

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20/134 Student Days

20/142 Teacher Days

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19/153 Student Days

19/161 Teacher Days

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22/175 Student Days

22/183 Teacher Days

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12*	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5/180 Student Days

8/191 Teacher Days

- ▶ School Year Begins
- Staff Dev. / Pupils Not in Attendance
- Pupils & Teachers Not in Attendance
- ▲ Pupils Not in Attendance p.m.
10:45 a.m. AM Kindergarten Dismissal
10:45 a.m. PM Kindergarten Arrival
11:45 a.m. Secondary Dismissal
12:45 p.m. Elementary Dismissal
- ★ Kindergarten Not in Attendance
Grades 1-12 Pupils Not in Attendance p.m.
- End of Quarter / Report Period Ends

- New Hire Teacher Orientation
- Second Year Teacher Orientation
- ◆ Official District Holiday per PDE Sect. 1502
- Potential "contract days" for Indiv. Staff Dev.
- Act 80 Day / Pupils Not in Attendance
- ▲ Staff Dev. / Pupils Not in Attendance p.m./
School Year Ends / End of Quarter
- Make-Up Days in **RED**

▲ Nov. 20, 2018 - The 7.5 hours may be met by conducting 7.5 hours of parent conferences outside the regular work day between Nov. 1 and Nov. 16.

* June 12, 2019 - The 7.5 hours may be met by conducting 7.5 hours of parent conferences, or combination of conferences and curricular meetings, outside the regular work day from Jan. 22-March 27. The work day for staff who do not meet this requirement is June 12.

If June 10..., 2019, becomes a student day, the exchange day(s) will move accordingly.