# **REQUEST FOR PROPOSAL**

SLSD Proposal # 2023-01

# **Contracted Specialized Student Transportation**

FOR

SOUTHERN LEHIGH SCHOOL DISTRICT OFFICE OF BUSINESS SERVICES

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# **TABLE OF CONTENTS**

PAGES	
Notice to Contractors	NC-1
Instructions to Contractors	IC-1 to IC-6
General Conditions of the Contract	GC-1 to GC-3
Specifications	SP-1 to SP-5
Form of Proposal Attachments	FP-1
Proposed Vehicle Transportation Rates	FP-2 to FP-3
Non-Collusion Affidavit	FP-4
Reference Form	FP-5
Proposed Terminal Location	FP-6
Exhibits	
A.Schools in District	EX-1
B.2022-2023 Daily Routes	EX- 2 to EX-66
C.District Policies	EX-67 to EX-81
D. Listing of Non-Public / Charter Schools	EX-82
E. Bus Stop Permit (Green Sheet)	EX-83

**NOTICE TO CONTRACTORS** 

The Southern Lehigh School District is soliciting proposals for the provision, management and operation of

specialized student transportation services including an appropriate and cost effective vehicle fleet, all aspects of

driver and employee management and supervision, maintenance and operation of a bus terminal and maintenance

facility dedicated to the school district, as well as assistance to the district in system and route planning in

accordance with provisions of this Request for Proposals (RFP).

(RFP) documents and specifications are available at the Southern Lehigh School District – Office of Business

Services, 5775 Main St, Center Valley, PA 18034, 610-282-1030 x 5301.

Proposal shall be made upon proposal forms or letterhead stationery and all references to numbers shall be stated

both in writing and figures. The signature shall be an original in long hand, and the completed form shall be without

interlineations, alteration or erasure.

Vendor shall submit three (3) signed copies (1 original, 2 photocopies) of the completed

proposal and delivered to:

Southern Lehigh School District

Office of Business Services

Attention: Susan Knoll, Coordinator of Support Services

5775 Main Street

Center Valley, PA 18034

Envelopes shall be closed, sealed and marked, SLSD Proposal #2023-01 - "CONTRACTED SPECIALIZED

STUDENT TRANSPORTATION", according to Specifications attached hereto, prior to 2:00 P.M. Local Time,

Wednesday, November 15, 2023. Proposals will be opened at that time. The opening will consist only of name

and address recording of respondents. As this is an RFP requiring evaluation, no pricing information will

be read aloud at the time of the opening.

The Southern Lehigh School Board will grant due consideration to any features of the Specifications submitted by

the contractors and does hereby reserve the right to choose the proposal which, in their judgment is best suited for

the intended purposes. The Board does also reserve to itself, the right to waive all informalities in awarding a

contract in the best interests of the School District.

Southern Lehigh School Board

BY:

Louis J. Pepe, MBA, PCSBA, SFO

**Director of Business Services** 

# INSTRUCTIONS TO CONTRACTORS

# IC.1. **DEFINITIONS**

Whenever in these specifications the following terms are used the intuition and meaning will be:

Owner

Southern Lehigh School District

5775 Main Street

Center Valley, PA 18034

Owner's Representatives:

Louis Pepe

Director of Business Services Southern Lehigh School District

5775 Main Street

Center Valley, PA 18034

(610) 282-1030 ext. 5301

Susan Knoll

Coordinator of Support Services

Southern Lehigh School District

5775 Main St

Center Valley, PA 18034

(610) 282-1030 ext. 5301

Contractor

The person, firm or corporation together with the bonding surety by whom this Contract has been

executed for the performance and completion of the work herein described.

Contract

The written agreement between the Owner and Contractor and which shall include all provisions

of the Contract Documents as such term is defined in the General Conditions.

# IC.2. INSTRUCTIONS

Sealed proposals shall be delivered to the Office of Business Services at 5775 Main Street, Center Valley, PA 18034 by **2:00 PM, Wednesday, November 15, 2023.** Proposals will be opened beginning at 2:00 PM, Wednesday, November 15, 2023. Proposals may be withdrawn by the Contractor or its authorized agent prior to the time designated for the opening of the proposals by written request. At the time set for the opening of the proposals, the withdrawn proposal will be returned to the Contractor unopened. Indicate on the lower left hand corner of the envelope – **SLSD Proposal # 2023-01 – Contracted Specialized Student Transportation.** 

# IC.3. SCHEDULE OF EVENTS

- Advertising begins for Request for Proposals Friday, October 13, 2023
- Last day for questions or clarifications November 3, 2023
- Proposals shall be received by no later than 2:00 PM, Wednesday, November 15, 2023
- Proposal opening shall be 2:00 PM, Wednesday, November 15, 2023
- Issue "Intent to Award" is anticipated no later than Tuesday, January 16, 2024
- Board Approval Anticipated on or before, January / February 2024
- Contract Start Date July 1, 2024

#### IC.4. **SCOPE OF WORK**

Desired services include, as a minimum, the services and products included in the following project scope. Additional work included in the basic proposal without additional cost shall be identified and any recommended additional or reduced services shall be clearly identified with any associated costs. Scope of work shall include the provision, management and operation of complete student transportation services including an appropriate and cost effective vehicle fleet, all aspects of driver and employee management and supervision, maintenance and operation of a bus terminal and maintenance facility, as well as assistance to the Owner in system and route planning in accordance with provisions of this Request for Proposals (RFP).

# IC.5. CONTRACTORS RESPONSIBILITIES

Each Contractor is required to examine the entire proposal, including the specifications and attachments, and to become familiar with the routes, schedules, traffic conditions, topography, road conditions, locations of schools, including entrance driveways and exits and with all other physical facts pertinent to the performance of the work. Owner operates two (2) elementary schools (K-3), one (1) intermediate school (4-6), one (1) middle school (7&8) and one (1) high school (9-12). Elementary schools are located in the Borough of Coopersburg and Upper Saucon Township. The high school, middle school and intermediate schools are located next to each other in Upper Saucon Township. (Exhibit A)

# IC.6. MISTAKES IN PROPOSALS

The Owner will not consider, for any purpose, any claim of the Contractor of any mistakes or omission in its proposal. Negligence of the Contractor in preparing its proposal shall not confer or be deemed to confer any right on the Contractor to withdraw such proposal after the time fixed for receiving, opening and reading proposals has passed.

# IC.7. REJECTION OF PROPOSALS BY OWNER

The Owner reserves the right to reject any or all proposals, in whole or in part.

# IC.8. CONTRACTOR'S INSURANCE

Contractor, at its own expense, shall procure, carry, and maintain on all of its operations for all and any ongoing work, Workers' Compensation and Employer's Liability insurance covering all of its employees; Commercial General Liability (CGL) insurance; Automotive Liability insurance and: Umbrella or Excess Liability insurance. Coverage limits shall be in accordance with the requirements listed below. Contractor is required to name Southern Lehigh School District as additional insured's on Contractor's General Liability and Automobile Liability policies. It is hereby understood and agreed that any Insurance obtained by Southern Lehigh School District is deemed excess, non-contributory and not co-primary in relation to the CGL and Automobile Liability coverage procured by the Contractor.

Contractor shall provide to <u>Southern Lehigh School District</u> prior to commencement of work a certificate from the insurance companies that such insurance is in force. Commercial General Liability, Automobile Liability and Workers' Compensation and Employer's Liability Insurance to be placed with an "A-" or better A.M. Best Co. rated carrier.

# Required Limits shall be:

# Minimum Commercial General Liability Coverage (Occurrence Basis):

\$1,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate

\$1,000,000 Any One Occurrence (Coverage A)

\$1,000,000 Any One Person or Organization (Coverage B)

Per Project General Aggregate

# Minimum Automotive Liability Coverage:

\$1,000,000 Each Accident (written on a comprehensive basis)

# Minimum Employers Liability Coverage (Part Two on the Workers' Compensation policy):

\$100,000 Each Accident

\$100,000 Each Employee for Injury by Disease

\$500,000 Aggregate for Injury by Disease

# Minimum Umbrella or Excess Liability Coverage

\$5,000,000 Each Occurrence

# **Indemnification and Waiver of Subrogation**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner, its Board of Directors, Officers, Administrators, representatives, agents, consultants and employees (the "indemnities") from and against claims arising for bodily injury and property damage that may arise from the negligent acts or omissions of the Contractor, its employees, agents, subcontractors or anyone employed directly or indirectly by any of them in the performance of the work described herein. In any claim against any of the indemnities by an employee, agent, subcontractor or anyone employed directly or indirectly by any of them, the indemnification obligation under this section shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for such claimant under workers compensation acts, disability acts or other employee benefit acts. Contractor waives all rights of subrogation against the indemnities for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

Subcontractor hereby agrees with above requirements with respect to any work performed for <u>Southern Lehigh</u> School District.

# IC.9. OWNER'S LIABILITY INSURANCE

This paragraph has been intentionally deleted.

# IC.10. QUANTITIES

It is understood that quantities indicated in the specifications are estimates of the Owner's needs and that these quantities may be increased or decreased by the Owner.

# IC. 11. QUESTIONS / CLARIFICATIONS

Any questions or clarifications shall be directed to the Owner's representative(s) on or before **Friday, November 3, 2023.** Questions issued after the cut-off will remain unanswered. All questions with answers will be included in addendum(s) becoming part of these proposal documents. Questions answered outside of these requirements are neither valid nor binding upon the Owner.

# IC. 12. CHANGES DURING PROPOSAL

During the Proposal period, Contractors will be furnished addenda or bulletins for an addition or alteration to the plans or specifications if any, which shall be included in the proposal and become part of the Contract.

# IC. 13. DISCREPANCIES OR OMISSIONS

In case a Contractor finds discrepancies or omissions in, or is in doubt as to the meaning of, the drawings or specifications, the Contractor should at once notify the Owner, who will send written instructions to all Contractors. The Owner will not be responsible for any oral instructions.

# IC. 14. PREPARATION COSTS

Any costs incurred by the Contractor in preparing or submitting offers are the Contractor's sole responsibility. The Owner will not reimburse any Contractor for any costs incurred prior to contract awards.

# IC. 15. PERMITS AND REGULATIONS

The Contractor shall pay for all permit fees and comply with all codes, regulations, and laws required by the conditions of its Contract, as defined in the General Conditions.

# IC. 16. USE/ACCESS OF PREMISES

The Contractor shall confine its buses and the operations of its employees to limits indicated by law, ordinances, permits or directions of the Owner, and shall not unreasonably encumber the premises.

# IC. 17. FACTORS FOR AWARD

Owner will evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and oral discussion, select the vendor best qualified for the assignment and which is most advantageous to the Owner, cost and all other factors considered.

- The Owner reserves the right to reject any or all respondents
- Any firm who has demonstrated poor performance during either a current or previous agreement with the Owner may be considered as an unqualified source and their proposal may be rejected. The Owner reserves the right to exercise this option as is deemed proper and/or necessary.
- Basic and additional rate schedules, administrative function fees and associated unit costs may be considered as factors in determining contract award. All other factors including personnel experience, proposed terminal location, staffing and demonstrated performance will be equally considered.

# IC. 18. FORM OF PROPOSAL

Proposals shall be in the form of a firm fixed price offer for the full scope of services associated with the project as defined and described in the request for proposal for each of the three (3) years of the contract life with a 2 year option. Pricing must be inclusive of all overhead and administrative costs. Any exceptions to terms, conditions, or other requirements in any part of this RFP must be clearly pointed out in the Contractors proposal. Otherwise, the Owner will consider that all items offered are in strict compliance with this RFP and the successful Contractor will be responsible for compliance.

1. Contractor shall provide fixed pricing for the specified services:

	2024-2025	2025-2026	2026-2027	Option 2027-2028	Option 2028-2029
Bus (>36)					
Mini Bus (10-36)					
Van (< or = 9)					

- 2. Options and proposals, from that specified, for enhanced service or cost savings are encouraged. The proposal shall clearly identify the variation from specifications and the proposed cost adjustment.
- 3. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

# IC. 19. PROJECT COMMENCEMENT

Contract shall commence on July 1, 2024

# IC. 20. PAYMENTS TO CONTRACTOR

Payments shall be made by the Owner to the Contractor on a monthly basis as addressed in the General Conditions (GC.14.) unless otherwise agreed.

# IC. 21. QUALIFICATIONS

**Contractor Must:** 

- Contractor must be an established student transportation firm, having conducted business as such for a minimum of at least the last three (3) years.
- Contractor must submit a minimum of three (3) PA school district references, including contact person, school district name, address, telephone number, and email for work similar to that described in this proposal and which has been performed within the last five (5) years. Please use attached Reference Form (P-21) provided.
- Contractor must identify key personnel or employees, noting their qualifications and experience in appropriate disciplines and activities; and, through narrative, demonstrate the continuity of both staff and management within the organization.
- Contractor must demonstrate the experience of the organization in conducting efforts of the nature and scope required by this Request for Proposal through narrative description of appropriate projects.

# IC. 22. <u>COMPLIANCE WITH REGULATIONS FOR SCHOOL BUS DRIVERS, AND SCHOOL BUSES AND VEHICLES</u>

The Contractor shall fully comply with all applicable regulations relating to the furnishing of pupil transportation by school districts under the provisions of the Public School Code of 1949, as amended, State Board of Education Regulations, 22 Pa Code Section 23.1 et seq., provisions of the PA Motor Vehicle Code, and the Regulations adopted by the Board and regulations of the Bureau of Motor Vehicles of the Department of Transportation of the Commonwealth of Pennsylvania (67 Pa Code, Chapters 71 and 171, relating to school bus drivers, school buses, and school vehicles.)

\*\* Also refer to PERSONNEL section in Specifications (SP.5.)

# IC. 23. DISCRIMINATION (62 Pa C.S.A. Section 3701)

In the hiring of employees for performance of any work under the Contract, no Contractor, sub-contractor or any person acting in behalf thereof, shall by reason of gender, race, creed or color, discriminate against any citizen of Pennsylvania who is qualified and available to perform the work to which the employment relates. In the performance of any work under the Contract, neither the Contractor nor any sub-contractor employed by the Contractor, nor any person acting in behalf thereof, shall in any manner, discriminate against or intimidate any employee hired, by reason of gender, race, creed or color. In the event of any violation, the Contract may be canceled or terminated by the Owner and all moneys due or to become due there under may be forfeited for a second or any subsequent violation.

# IC. 24. HUMAN RELATIONS ACT

Pursuant to the provisions of the Pennsylvania Human Relations Act 222 of October 27, I955 (P.L. 744) (43 P.S. 95I, et seq.) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, I6 Pa. Code Chapter 49, certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Contractors and others are prohibited. The Contractor shall agree to comply with the provisions of this Act as amended and that is made part of this specification.

# IC. 25. EMPLOYEE CLEARANCES

Prior to commencing work contractor shall furnish evidence of current criminal background checks for all employees who will come in contact with students, including:

- Act 114 Federal (FBI) Fingerprint Criminal History Report. Only PA Dept of Education version accepted - <a href="https://www.pa.cogentid.com">https://www.pa.cogentid.com</a>
- Act 151 PA Child Abuse History Clearance obtain form at http://www.dpw.state.pa.us
- Act 34 Pennsylvania State Criminal History Record https://epatch.state.pa.us

Clearances for all new employees must be current, within less than 12 months. Contractor is also required to submit new clearances for each employee every five years.

# IC. 26. HEALTH AND SAFETY

Contractors shall comply with the provisions of the Occupational Safety and Health Administration, Federal Act 9I-596 of 12/29/70 and with any other safety and health regulations for the Owner in which the work is performed.

# IC. 27. STANDARD OF QUALITY

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and functionality for Proposal purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality is not acceptable. Where proprietary names are used, whether or not followed by the words 'or as approved equal', they shall be subject to equals only as approved by the Owner or Owner's representative.

# IC. 28. PUBLIC INFORMATION AND SUNSHINE LAW REQUESTS:

Under Pennsylvania's "Right to Know" law, Act of Feb 14, 2008, P.L.6, No.3, Section 101 et seq. 65 P.S. Section 67.101 et seq., the public is provided access, at any reasonable time, to public records of local agencies, which are not exempt or protected by privilege under the law, records are subject to inspection by the public and duplication provided in the law.

# IC. 29. CASH ALLOWANCES

There shall be no cash allowances.

# **GENERAL CONDITIONS OF THE CONTRACT**

# GC.1. **DEFINITIONS**

The Contract Documents consist of the Notice to Contractors, Contractor's Proposal, Instructions to Contractors, General Conditions of the Contract, Specifications, Attachments and all addenda thereto. The Owner and the Contractor are as defined in the attached Instructions to Contractors. They are treated throughout the Contract Documents as if each were of the singular number and without identification of gender.

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the party who gives the notice.

The term "Work" of the Contractor or Subcontractor includes labor or materials or both.

# GC.2. EXECUTION, CORRELATIONS AND INTENT OF DOCUMENTS

The Contract Documents shall be signed in duplicate by the Owner and the Contractor.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials and equipment for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. It is intended, that work not covered under any heading, section, branch, class, or trade of the specifications, shall be supplied, unless being necessary to produce the intended results.

# GC.3. COPIES FURNISHED

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

# GC.4. BUSES, EQUIPMENT, FUEL, EMPLOYEES

Unless expressly provided otherwise, the Contractor shall be responsible to provide all buses, vans, or other required motor vehicles, fuel, terminal facilities, equipment, supplies, and employees necessary to perform the services required herein.

# GC.5. COMPLIANCE WITH ALL LAWS AND PERMITS

The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the performance of the work as required herein and shall obtain all permits and licenses as may be required therefore at Contractor's sole expense.

# GC.6. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Attention of Contractors is called to the necessity of complying with all Federal, State and local laws and regulations including but not limited to the following: Federal Occupational Safety and Health Act of 1970 (O.S.H.A.); Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended; Universal Accessibility Act, and Americans with Disabilities Act (ADA) of 1990.

# GC.7. PROTECTION OF WORK AND PROPERTY

The Contractor shall indemnify and hold harmless the Owner, Southern Lehigh School District, it's Board of Directors, Officers, Administrators and their agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from the performance of the work, provided that any such claim damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use of such property resulting there from real or (b) caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall include a rider in its insurance policies which shall provide for contractual liability covering the obligations to Owner, as provided in this paragraph (d) the Contractor shall take all necessary precautions for the safety of

employees performing the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

# GC.8. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. The value of any such extra work or change shall be determined by estimate.

# GC.9. CONFORMING WORK

All work performed or managed must be of the highest quality and shall conform to all standards, safety guidelines as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities.

# GC.10. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor fails to comply with any of the terms of the Agreement, the Owner reasonably determines it must fulfill its own transportation needs, or the Owner reasonably deems Contractor's service inadequate to meet Owner's needs, then the Owner shall notify Contractor in writing of the deficiency. Contractor shall respond within three (3) business days, unless a cure reasonably requires a longer period of time, in which case Contractor shall so notify the Owner and begin steps to remedy the problem within ten (10) business days. Contractor shall use reasonable efforts to cure said deficiency within thirty (30) days of notice from the Owner. In the event of three (3) such notices by the Owner to the Contractor involving general matters, i.e, unrelated to conduct of specific individual employees of the Contractor, within a period of six (6) months, regardless of any actions to cure by Contractor, the Owner shall be entitled to terminate the Agreement with thirty (30) days' written notice to the Contractor. Notwithstanding anything to the contrary contained hereinabove, the Owner shall be entitled to cancel the Agreement immediately upon notice to the Contractor in case of intentional breach, willful neglect, reckless and wanton conduct, or gross negligence on the part of the Contractor.

# GC.11. PAYMENTS

Owner agrees to pay the Contractor on a monthly basis. Contractors shall invoice for the monthly payment including all supportive data. Billings for payment must be itemized and grouped by public and non-public. Sports trips are to be broken down by activity and by building. Activities, sports and field trips are to be billed by building. Supplementary trips will be invoiced and paid separately based upon the timeliness of invoices submitted by the Contractor to the Support Services Office. All invoices for the school year must be received by the Support Services Office by June 25<sup>th</sup> of that school year. Supplementary bills not submitted by that date shall be paid at the discretion of the Southern Lehigh School District.

# GC.12. SUIT FOR BREACH

In the event of breach, Owner or Contractor may proceed to file a lawsuit for damages, specific performance, or other remedy available in equity or at law in a State or Federal court of competent jurisdiction located in Lehigh County, Pennsylvania or in the Federal District of Eastern Pennsylvania, which the parties agree shall have exclusive jurisdiction and venue for purposes of any such lawsuit.

# GC.13. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of other, nor shall the Contractor assign any moneys due or to become due hereunder, without the previous written consent of the Owner.

# GC.14. MUTUAL RESPONSIBILITY OF CONTRACTORS

This paragraph has been intentionally deleted.

# GC.15. DISPOSAL OF EXCESS AND WASTE MATERIALS

Contractor shall be responsible to dispose waste materials, including unacceptable materials, oil, and parts, and shall legally dispose of it, off the Owner's property.

# GC.16. FEDERAL EXCISE AND PA SALES TAX

The Owner is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. Contractor shall provide statements from fuel purchase to Owner for reimbursement of Federal Excise Taxes and Pennsylvania Sales Taxes

# GC.17. CARE OF DATA

The selected Contractor shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction or erasure. Any costs or expenses of replacing, or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

# GC.18. ASSIGNMENTS AND SUBCONTRACTORS

The Contract and services shall not be transferred or assigned in whole or part without written consent of the Owner.

# GC.19. ARBITRATION

This paragraph has been intentionally deleted.

# **SPECIFICATIONS**

# SP.1. PRIMARY TRANSPORTATION

Contractor is required to provide safe, effective and efficient transportation for Southern Lehigh resident students to Southern Lehigh District schools as well as to public and non-public schools located both within the District boundaries and within the transportation coverage area as mandated by Act 372 of 1972, other applicable Pennsylvania statutes and Board Policy #810. Such transportation shall be provided for each and every day that the designated schools are convened and in accordance with the bus routes and schedules prepared by the District and provided to the contractor or in accordance with each school's published calendar. See Exhibit B for Daily Routes.

# SP.2. **EQUIPMENT**

Contractor shall provide and maintain all basic vehicles and functional spares / standby vehicles. All vehicles used by the Contractor should be maintained in sound mechanical condition at all times, must conform to the standards promulgated by the Bureau of Traffic Safety, Pennsylvania Department of Transportation, and any other appropriate regulatory authority, and must bear evidence of approval by the Bureau and proof of satisfactory inspection by the Pennsylvania State Police.

- The Contractor shall furnish daily interior cleaning of buses. Exterior washing shall be done at least once per month September through June. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. Vehicles must be open to examination by Owner representatives at all times. The Contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe vehicles be used to transport students. The Contractor will keep on file the completed inspection sheets and submit copies on demand to Southern Lehigh School District Administration when requested.
- All school vehicles assigned to regular daily routes by the Contractor pursuant to the contract shall be no older than ten (10) years with the average fleet age not to exceed six (6) years at any time. Per PA Code, Chapter 23, Age of a vehicle is determined by subtracting the year of manufacture of the chassis from the calendar year in which the school term of usage ends. Buses older than ten (10) years may be retained for use as spare buses, if designated as such at the start of the school year. Daily use of spare buses will be kept to a minimum and the Owner notified in writing or email when this occurs in excess of five (5) days.
- Vehicles may be used to accommodate early morning non-public collection, secondary, intermediate and elementary collection and take-home, kindergarten pickup or take-home, and non-public take-home. Mini-buses or vans may be utilized to accommodate small load conditions for any transportation application.
- All vehicles involved in providing scheduled transportation shall clearly identify the assigned bus number in visible block numbers either in an external display designed specifically to identify route/destination or by temporary signage clearly identifying same in the immediate vicinity of the loading door and a similar location on the obverse (driver) side and rear of the vehicle.
- Standby or spare buses may be utilized to meet Owner requests to temporarily fix route or overload conditions. Temporary assignment of a spare vehicle to a route or assignment that lasts three (3) days or less shall incur no additional charge to the Owner. Assignment of a spare vehicle to a dedicated or new run lasting four (04) days or longer will be charged at the following rate:

AM & PM AM or PM only Full daily rate as per agreement ½ daily rate as per agreement

• Contractor shall utilize and maintain its own communication system on all of the buses and other vehicles in service. All buses purchased during the term of this contract must be equipped with hands free communication. The communication system will remain the property of the Contractor and licensing renewal fees will be paid by the Contractor. Use of the communication system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract. The Contractor will assume the ongoing maintenance of the communication system and purchase of additional devices as it deems necessary. The Contractor will, at their expense, install and maintain base-station communication to provide for direct communication between the buses and the Contractor terminal.

- Contractors will provide and install an audio / video recording device capable of receiving and recording audio and video for each bus under contract. Camera system should capture multiple angles (out front window, driver and students). For authorization, see Board Policy # 810.2 Bus Regulations.
- Contractor shall install real time GPS fleet monitoring system on all vehicles and allow for Owner access to the system from Owner offices.

# SP.3. TERMINAL FACILITIES

The starting point and the final destination of the vehicles affect the amount of reimbursement Southern Lehigh receives from the Commonwealth of Pennsylvania. The Contractor is required to provide an office and a terminal facility within the Owner's boundaries or within 5 miles to minimize the miles vehicles travel without students. If a facility cannot be located within the Southern Lehigh School District boundaries, the Contractor would be responsible for the cost of the transportation from the Contractor's facility to the boundary of Southern Lehigh School District. The location of the terminal may also affect the level of service and response time in the event of weather related early dismissals or emergencies and will be taken into consideration for award of contract. The Contractor will reimburse the Owner any lost fuel costs resulting from a change in terminal location from the proposed location. Vehicles cannot be used for personal use or as a means of transport to the driver's home unless the home or point of storage is closer to the route start than the bus terminal. All buses not being stored at the terminal shall be identified by the Contractor.

For proposal and confidentiality purposes the terminal location can be identified by name and address, or as a distance from the Southern Lehigh Administrative building, 5775 Main Street, Center Valley, PA 18034.

# SP. 5 FUEL PROCUMENT AND COSTS

The Contractor shall purchase the fuel for vehicles used to transport District students. The Contractor is required to maintain a fuel usage log, by vehicle, monthly for each year of service to the Owner. This log shall be forwarded to the Owner on a monthly basis for reconciliation to the number of gallons purchased. Gallons used and gallons purchased shall be in close proximity to one another. Significant discrepancies must be justified by the Contractor with supporting documents.

# SP.4. **PERSONNEL**

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 personnel services, such as licensing, training, supervision and evaluation necessary to carry out the terms of the contract.

The Contractor shall permit contractor-owned or leased vehicles to be operated only by trained and competent drivers who hold valid Pennsylvania driver's licenses/applicable Commercial Drivers Licenses (CDL) with all appropriate endorsements for the vehicle that they operate.

- Contractor personnel and especially drivers are critical to safety and security on the buses as it relates to student conduct. Said drivers shall report all cases of student misbehavior on the forms provided and will aid in handling all disciplinary matters in strict accordance with District policy and existing law.
- All employees of the Contractor must meet the regulations and rules of the Pennsylvania Department of Education and Department of Transportation in regard to age, fitness, competence, conduct, licensing, driver history, pre-employment drug and alcohol screening, physical examination, TB testing, Pennsylvania and FBI criminal, child abuse and other clearances, random and causal and incident testing and continuing eligibility.
- Contractor shall provide Owner with a hard copy of all licenses, endorsements, criminal record investigation results and physical examination reports for each and every driver prior to assignment of the employee to a route or trip.
- In addition to providing staffing sufficient to meet all routine driving and maintenance needs, the Contractor shall provide a dedicated terminal manager / dispatcher who shall not be regularly assigned to routine student Contracted Specialized Student Transportation SP-2 Southern Lehigh School District

transportation. Failure to have at least one manager or dispatcher in the terminal at all times may result in the imposition of a penalty of \$200 per occurrence.

- Contractor shall also employ an adequate number of substitute drivers to properly man all published routes. (Minimum 10% of regular staff).
- Contractor shall include a description of the contractor's program for driver selection and training.
- Contractor shall have policies and procedures in place to make sure staff and equipment is prepared for cold weather start up periods, especially after long weekends or holiday breaks.
- Contractor agrees that the Owner shall have the right to request, which shall not be unreasonable denied, the suspension, transfer or removal of an employee from Southern Lehigh School District.

# SP.5. ROUTING AND SCHEDULING

Bus routes shall be designed to maximize the state transportation reimbursement formula including student ridership, age of bus, and minimal empty mileage while being mindful of student ride times.

In the designation and selection of routes, the Owner and Contractor shall be limited to operation of equipment on highways, roads, and streets that are owned and maintained by the State, County, Township, City, Borough, or private streets maintained to municipal standards as set forth in any local subdivision and land development ordinances. Exceptions may be made by mutual agreement of the Owner and Contractor. All routes will be driven in accordance with published routes. Unauthorized deviations to the published routes will not be acceptable unless given prior approval or as emergency situation arises. Driver suggestions for improvement, feedback and notification of inconsistencies in route directions must be reported to the Owner as soon as possible. The reporting procedure will be to submit suggestions on a form or route sheet to the terminal manager or dispatcher, who will review and forward the suggestions to the Owner, when appropriate. The changes cannot be made without prior approval. Drivers must communicate changes to routes for ANY reason. The Contractor is responsible to spot check and verifies routes are being conducted in accordance with published routes. Failure to do so may constitute a breach of contract. Driver must have a current route sheet and roster with directions and students' names at all times. Each time a substitute driver is dispatched; the Contractor shall provide the driver with a current roster and updated driver directions.

# **ROUTES INCLUDE**

- 14 Non- Public / Charter School Runs (AM & PM)
- 12 Public Runs (AM & PM)
- 4 Mid-day Runs
- 2 Temporary Runs

Contractor proposals should be based on the current number of routes currently established.

The Contractor will perform all route design along with ongoing maintenance and point of contact for the community.

The Owner shall provide building assignments for Kindergarten students and building enrollment changes to the Contractor by the middle of July each year. The Owner will provide the Contractor information pertaining to enrolling students within 48 hours of the enrollment. For safety reasons there will be no changes to routes five (5) business days prior or five (5) days after the first day of school. The Contractor is required to have each driver complete a "dry" run of each route. All bus routing and scheduling will be completed by the Contractor who shall provide such schedules to Owner during the first week in August. Owner participation in planning and routing design is deemed integral to this contract and active contribution to these efforts by district staff is critical to the success. Owner must submit all routing to the Board for approval in early August.

Enrolled students that do not ride a bus for a period of 2 (two) weeks should remain assigned to the bus. The contract has the option to assign the student to the closest stop with regular riders to avoid excessive driving and facilitate the route. The students must be kept on a route to address emergencies and early dismissal.

The Contractor shall design routes to address early dismissal and alternate schedules.

#### SP.6. SPECIALIZED BUS SERVICES

The Contractor shall be prepared to accommodate the following requests from the Owner

- Provide aides for students with special needs
- Provide transportation to 30+ non-public & charter schools that are within 10 Miles of the district boundaries
- Provide transportation for students at risk within one day, not to exceed 3 days
- Provide transportation to students with special needs to designated facilities that are located 10+ miles.

# SP.7. **SAFETY**

Contractor shall institute and administer a safety training program for all employees including an active driver safety program which shall include periodic meetings. Each driver shall be monitored annually by a driver supervisor for the purpose of observing their daily driving practices with respect to safety, mechanical operation and conformance to applicable laws and policies. Contractor shall conduct student safety instruction related to bus safety and conduct a minimum of two bus evacuation drills annually, with a written confirmation report as directed by the Owner and required by state law.

# SP.8. 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 have an appropriate plan and personnel in place to inspect roads throughout the District when inclement weather is in the forecast that may affect the ability of the contractor to safely transport students to or from school. It is expected that morning road inspections are complete and an update / recommendation is given to appropriate district personnel no later than 4:20am in order to update Superintendent. The contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

# SP.9. RIGHT TO CONTRACT WITH OTHERS

The Owner reserves the right to contract with parents, guardians, and others for the transportation of pupils as necessary.

# SP.10. INDEPENDENT CONTRACTOR

It is understood that the Contractor is an independent contractor and not an officer, agent or employee of the Owner while engaged in carrying out and complying with any of the terms and conditions of the Agreement.

# SP.11. SERVICE LEVELS AND PENALTIES

The level of service provided is very important to Southern Lehigh School District. The Contractor must describe in detail the processes and procedures utilized to ensure that service levels are, at all times, maintained to the highest standards. This would include all types of services the Contractor is required to provide, in addition to contingency plans in place for work stoppages. It is very important that the Contractor be able to maintain their regularly scheduled services even during peak use of auxiliary transportation such as field trips, athletic trips, etc.

The following infractions may result in the imposition of a penalty of \$100 per occurrence:

- A driver changing a route or stop without securing approval from the Owner, unless such change in routes
  or stop is the result of an emergency, in which case notice and securing of approval should be accomplished
  within five (5) working days after the event.
- A driver leaving the driver's seat while a vehicle is running.
- A driver leaving a vehicle unattended with students on board and keys in ignition.
- A driver failing to complete a route or being late for a run as the result of insufficient fuels.
- Contractor's failure to respond to a breakdown with a replacement vehicle within a reasonable period of time (30 minutes if breakdown occurs with the Southern Lehigh District boundaries).
- A driver not complying with School Bus / Diesel Vehicle Idling Policy # 810.7

A penalty of \$10,000 per occurrence shall be imposed on the Contractor when it is determined that a student has been left on an unattended vehicle due to the driver not following established contractor or school district policies.

# SP.12. CONTRACT AND TERMS

The selected contractor will be expected to execute a standard agreement or contract for mutual approval of services. This RFP and all included provisions shall be included as an integral part of any such agreement or contract.

Contract shall commence on July 1, 2024, and shall continue in effect for a period of three (3) years until June 30, 2027 with a two (2) year option to renew until June 30, 2029 unless terminated in accordance with contractual provisions.

The Contract may be extended for additional years by mutual agreement of both parties. Such extension agreements must be completed by October 1 of the year preceding the expiration date.

#### SP.13. LAWS AND REGULATIONS

During the entire term of the Agreement, the Contractor shall strictly comply with all laws, rules, regulations, and policies of the Owner and/or Commonwealth of Pennsylvania affecting or regulating the transportation of school children, school bus and school vehicle standards, and a bus driver qualifications and training, including but not limited to Federal Law and any Regulations issued there under, Pennsylvania Motor Vehicle Code, Penn DOT Regulations, Pennsylvania School Code, Regulations issued by the Pennsylvania Department of Education, Criminal History Background Checks, and any other applicable current or future laws or regulations pertaining thereto.

The Contractor is responsible for the completion of forms and contracts required by the State and shall provide all transportation, fuel usage and driver information within ten (10) working days of Owner request as required to comply with State and Owner requirements, including but not limited to those of the State Auditor General's Office. All Contractor records related to the topics included herein are subject to spot inspection and / or thorough review by the Owner. Annual PDE 1049 to be turned in to Owner, completed accurately and entirely prior to receiving final annual payment. Pre-year report required prior to beginning school activity certifying current CDL for drivers, driver roster, criminal record checks current, vehicle maintenance standards and vehicle conditions are in good standing, all required safety protocols are followed, and that vehicle information is accurate. The Owner retains the responsibility to file all state transportation reports.

# FORM OF PROPOSAL

# SOUTHERN LEHIGH SCHOOL DISTRICT CONTRACTED SCHOOL BUS TRANSPORTATION SLSD PROPOSAL # 2023-01

Southern Lehigh School District Office of Business Services 5775 Main Street Center Valley, PA 18034 610-282-1030

The undersigned herby proposes to furnish school bus transportation for the Southern Lehigh 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.

Contractor Check List - Enclose Required Documents

m 1 – ()	
Phone Number	
Fax Number	
Email address	
Signatory's Name and Title	
FP-1	Southern Lehigh School Distri
	Fax Number Email address

NOTE: The Entire Proposal Packet need not be returned. Please be sure to provide the requested number of copies and attachments. Thank you.

# SOUTHERN LEHIGH SCHOOL DISTRICT PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION

# TOTAL PROPOSAL PRICE (BASE PRICE) FOR "DAILY ROUTES" AS LISTED ON EXHIBIT B.

		Numeric Amount	Written Amount
*BASE Y	EAR(2024-202	25)\$	
		Percentage (%) Increase	
YEAR 2	(2025-2026)		
			•
<b>OPTIONS</b>			
YEAR 4	(2027-2028)		
	(2028-2029)		
*Predicate	ed on cost/mile	, the constant is cost / mile	, against changing variables.
Exception	ns: Identify any	services that are <b>NOT</b> inc	luded in the above proposal pricing.

# SOUTHERN LEHIGH SCHOOL DISTRICT PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION

# VEHICLE DAILY TRANPORTATION RATES. These figures will be used for any increase or cuts in transportation needs.

	2024-2025	2025-2026	2026-2027	Option 2027-2028	Option 2028-2029
Bus (>36)					
Mini Bus (10-36)					
Van (9 or Less)					

# NON-COLLUSION AFFIDAVIT FORM SOUTHERN LEHIGH SCHOOL DISTRICT CONTRACTED SCHOOL BUS TRANSPORTATION

State o	of:
County	y of:
I state to of Firm	that I am (Title) of (Name n) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers ne person responsible in my firm for the price(s) and the amount of this Proposal.
I state t	that:
(1) commu	The price(s) and amount of this Proposal have been arrived at independently and without consultation, unication or agreement with any other Contractor, bidder or potential bidder,
(2) amoun they wi	Neither the price(s) nor amount of this Proposal, and neither the approximate price(s) nor approximate at of this Proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and ill not be disclosed before 2:00 PM, Wednesday, November 15, 2023.
(3) Contrac Propos	No attempt has been made or will be made to induce any firm or person to refrain from bidding on this act, or to submit a Proposal lower than this Proposal, or to submit any intentionally low or noncompetitive sal or other form of complementary Proposal.
(4) induce	The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or ment from, any firm or person to submit a complementary or other noncompetitive Proposal.
in the la	(Name of Firm), its affiliates, subsidiaries, s, directors and employees are not currently under investigation by any governmental agency and have not ast four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, ng conspiracy or collusion with respect to bidding on any public Contract, except as follows:
District any mis	that (Name of Firm) understands and acknowledges e above representations are material and important, and will be relied on by the Southern Lehigh School tin awarding the Contract(s) for which this Proposal is submitted. I understand and my firm understands that sstatement in this affidavit is and shall be treated as fraudulent concealment from the Owner of the true facts to the submission of Proposals for this Contract.
Signatu	ure
SWOR BEFOR	and Company Position RN TO AND SUBSCRIBED RE ME THIS DAY, 20
	My Commission Expires:

Contracted Specialized Student Transportation

FP-4

Southern Lehigh School District

# PA SCHOOL DISTRICT REFERENCE FORM

(REFER TO IC.21.)

1. COMPANY NAME:			
ADDRESS:			
CONTACT PERSON:			
TELEPHONE #:			
FAX#:			
2. COMPANY NAME:			
ADDRESS:			
CONTACT PERSON:			
TELEPHONE #:			
FAX#:			
3. COMPANY NAME:			
ADDRESS:			
CONTACT PERSON:			
TELEPHONE #:			
FAX#:			

Contracted Specialized Student Transportation

FP-5

Southern Lehigh School District

# **Proposed Terminal Location**

Address	
-	
-	
	n: Distance to the nearest tenth of a mile from Southern Lehigh Scho office, 5775 Main Street, Center Valley, PA 18034. Full disclosure wi tract award.
Distance is:	Miles
Proposed GPS Syst	
Proposed GPS Syst	
Proposed GPS Syst	

# **Exhibit A**

# SOUTHERN LEHIGH SCHOOL DISTRICT SCHOOLS

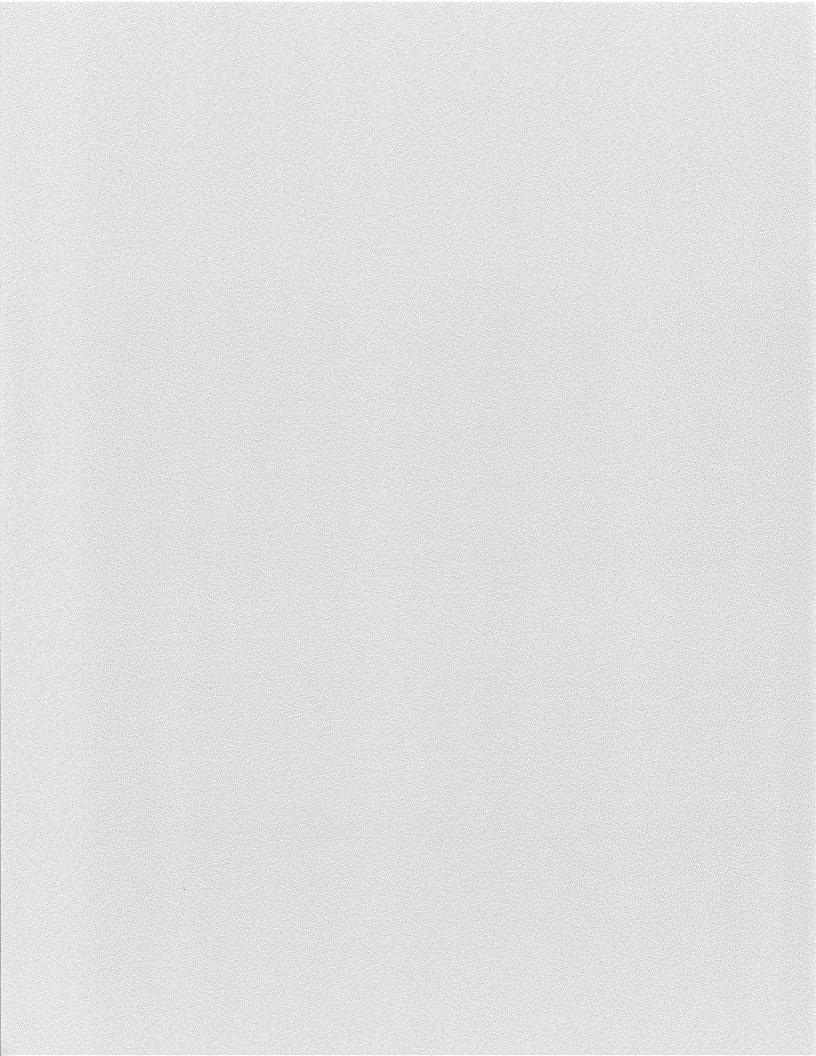
Southern Lehigh High School 5800 Main Street Center Valley, PA 18034 610-282-1421

Southern Lehigh Middle School 3715 Preston Lane Center Valley, PA 18034 610-282-3700

Joseph P. Liberati Intermediate School 5438 Rt. 378 Bethlehem, PA 18015 610-861-4040

Hopewell Elementary School 4625 W. Hopewell Road Center Valley, PA 18034 610-791-0200

Liberty Bell Elementary School 960 W. Oxford Street Coopersburg, PA 18036 610-282-1850



# **Exhibit B**

# PRIMARY TRANSPORTATION

•	Public Runs	#1 - #12
•	Non-Public Runs	#1 - #14
•	Mid-Day Runs	#1 - #4
•	Temporary Runs	#1 - #2

	PUBLIC RUN #1					
		Students				
		Pick-up	Drop-off			
	3899 Dillingersville Rd Zionsville	1				
	457 Linden St Coopersburg	1				
	4856 Bowood St Center Valley	1				
	2605 Hartman Dr Center Valley	1				
	4070 Old Bethlehem Pike Bethlehem	1				
	LLAS 2936 Corporate Ct Orfield		2			
8:06	LCTI 4500 Education Park Dr Schnecksville, PA		3			

	PUBLIC RUN #1		4400			
		Stu	Students			
		Pick-up	Drop-off			
2:22	LLAS 2936 Corporate Ct Orfield	2				
	LCTI 4500 Education Park Dr Schnecksville, PA	2				
	4070 Old Bethlehem Pike Bethlehem		1			
	2605 Hartman Dr Center Valley		1			
	Southern Lehigh HS		1			
	3899 Dillingersville Rd Zionsville		1			

	PUBLIC RUN #2		
		Students	
		Pick-up	Drop-off
1	3701 Bittersweet Rd Center Valley	1	
F	4572 Limeport Pike Zionsville	2	
	2072 Cassel Rd Coopersburg	2	
	5755 Mountain Laurel Dr Coopersburg	1	
	6910 Route 309 Coopersburg	2	
8:48	Liberty Bell Elem		8

	PUBLIC RUN #2		
		Stud	dents
·		Pick-up	Drop-off
3:30	Liberty Bell Elem	8	
	6910 Route 309 Coopersburg		2
	5755 Mountain Laurel Dr Coopersburg		1
	2072 Cassel Rd Coopersburg		3
	4572 Limeport Pike Zionsville		2

	PUBLIC RUN #3		
		Students	
		Pick-up	Drop-off
i i	7981 Corning Rd Zionsville	1	
	7858 Buhman Rd Zionsville	1	
	4830 Scout Rd Zionsville	1	
	4322 Zionsville Rd Zionville	2	
	1043 Beverly Hills Rd Coopersburg	. 1	
	4035 Abbott St Coopersburg	1	
	5006 W Saucon Ave Center Valley	1	
8:45am	JPL Intermediate School		8

	PUBLIC RUN # 3		
		Stud	ents
		Pick-up	Drop-off
3:36	JPL Intermediate School	8	
manused and	5006 W Saucon Ave Center Valley		1
	4035 Abbott St Coopersburg		1
	1043 Beverly Hills Rd Coopersburg		1
	4322 Zionsville Rd Zionville		2
	4830 Scout Rd Zionsville		1
	7858 Buhman Rd Zionsville		1
	7981 Corning Rd Zionsville		1

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, ge	PUBLIC RUN #4			
		Students		
		pick-up	drop-off	
	9808 Kings HWY South East Greenville	1		
	9184 Pond Rd East Greenville	1		
	8594 Eberhard Rd Coopersburg	1		
	2671 Cassel Rd Coopersburg	1		
	2072 Cassel Rd Coopersburg	1		
	406 Carriage Dr Coopersburg	1		
	6330 Candle Pl Coopersburg	1		
8:44	JPL Intermediate School		7	

	PUBLIC RUN #4		
		Stud	lents
		Pick-up	Drop-of
3:35	JPL Intermediate School	6	
	6330 Candle Pl		
	Coopersburg		1
	406 Carriage Dr		
	Coopersburg		1
	2072 Cassel Rd		
	Coopersburg		1
	2671 Cassel Rd		
	Coopersburg		
40.00			1
	8594 Eberhard Rd		
	Coopersburg		1
	9808 Kings HWY South		
	East Greenville		1

	PUBLIC RUN #5		
		Stud	ents
		Pick-up	Drop-off
1	8442 Yeakels Rd Zionsville	1	
1	5128 Schultz Bridge Rd Zionsville	1	
3 I	4268 County Line Rd East Greenville	2	
1	4025 Peach Lane Zionsville	1	
	8300 School House Ln Zionsville	2	
	6056 Valley Forge Dr Coopersburg	1	
7:25	SLSD HS		6
7:29	SLSD MS		2

	PUBLIC RUN #5		
		Stud	dents
		Pick-up	Drop-off
2:30	SLSD HS	5	
2:38	SLSD MS	4	
	4025 Peach Lane Zionsville		1
	8300 School House Ln Zionsville		2
	8442 Yeakels Rd Zionsville		2
	5128 Schultz Bridge Rd Zionsville		2
4,000	4268 County Line Rd East Greenville		2

	PUBLIC RUN #6		
		Students	
		Pick-up	Drop-off
	355 Nemeth Rd	1	
	1433 Flint Hill Rd Coopersburg	2	
	Executive Inn 321 S. 3th St Coopersburg	1	
	435 E Oxford St Coopersburg	1	
	209 N. Main St Coopersburg	1	
7:18	SLSD HS		4
7:21	SLSD MS		2

		Stud	lents
		Pick-up	Drop-off
2:30	SLSD HS	5	
2:37	SLSD MS	3	
	4856 Bowood St Center Valley		1
	6220 Whitetail Dr Coopersburg		1
	5755 Mountain Laurel Dr Coopersburg		1
	209 N. Main St Coopersburg		1
	435 E Oxford St Coopersburg		1
	Executive Inn 321 S. 3th St Coopersburg		1
	355 Nemeth Rd Coopersburg		1
	1433 Flint Hill Rd Coopersburg		2

	PUBLIC RUN #7		
		Stude	
		Pick-up	Drop-off
l l	3009 Corning Rd Zionsville	1	
	7981 Corning Rd Zionsville	2	
	7538 Buhman Rd Zionsville	1	
<b>I</b>	7858 Buhman Rd Zionsville	1	
	7817 Buhman Rd Zionsville	1	
7:18	SLSD HS		3
7:22	SLSD MS		3

	PUBLIC RUI	N #7	
		Stud	lents
		Pick-up	Drop-of
2:25	SLSD HS	3	
	SLSD MS	3	
	7858 Buhman Rd Zionsville		1
	7817 Buhman Rd Zionsville		1
	7538 Buhman Rd Zionsville		1
	8009 Corning Rd Zionsville		1
	7981 Corning Rd Zionsville		2

	PUBLIC RUN #8			
		Student		
		Pick-up	Drop-off	
	3795 Limeport Pike Zionsville	2		
	7634 School House Ln Zionsville	1		
	8290 Steinsburg Rd Coopersburg	1		
1	5755 Mountain Laurel Dr Coopersburg	1		
	6220 Whitetail Dr Coopersburg	1		
	4856 Bowood St Center Valley	1		
7:28	SLSD HS		3	
7:31	SLSD MS		3	

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	PUBLIC RUN #8		
		Stud	ents
		Pick-up	Drop-off
2:30	SLSD HS	3	
	SLSD MS	4	
	5002 Route 309 Lot 830 Center Valley		1
	8290 Steinsburg Rd Coopersburg		1
	3795 Limeport Pike Zionsville		2
	7461 School House Ln Zionsville		2
	7634 School House Ln Zionsville		1

PUBLIC RUN #8		
	Stud	ents
•	Pick-up	Drop-off
2:25 SLSD HS	2 + service dog	
Southern Lehigh MS 3715 Preston Ln Center Valley	3	,
4856 Bowood St Center Valley		1 + service dog
6056 Valley Forge Dr Coopersburg		1
Executive Inn 321 S. 3th St Coopersburg		3

		#9 Students	
		Pick-up	Drop-off
	4830 Scout Rd Zionsville	1	
1	6781 Vera Cruz Rd South Zionsville	1	
	8199 Powder Ln Zionsville	1	
	5431 Kraussdale Rd East Greenville	1	
	8325 School House Ln Zionsville	1	
8:55	Hopewell Elem		5

		Stud	dents
		Pick-up	Drop-off
	Kid Care		
	333 E. Oxford Ave		
	Coopersburg	1	
	5935 Concord Way		
	Coopersburg	2	
	4360 Liberty Creek Prkwy	4	
	Coopersburg	· •	
	Hopewell Elem		
8:50	4625 W. Hopewell Rd		4
	Center Valley		

	PUBLIC RUN	#9	
			idents
		Pick-up	Drop-off
	Hopewell Elementary		
3:28	4625 W. Hopewell Rd		
	Center Valley	7	
	4360 Liberty Creek Prkwy		
	Coopersburg		1
	5935 Concord Way		
	Coopersburg		2
	1886 Wind Hill Rd		
	Coopersburg		1
	8325 School House Ln		
	Zionsville		. 1
	8275 Milky Way		
	Zionsville		1
	6221 Palm Rd		
	Zionsville		1

	PUBLIC RUN #	10	
		Stud	lents
		Pick-up	Drop-off
3:26	Hopewell Elem	6	
	127 E Station Ave Coopersburg		1
	6545 Walnut Lane Coopersburg		. 1
	5573 Old Bethlehem Pike Center Valley		2
	3361 Church Rd Bethlehem		1
	Arrive at Goddard School 3790 West Dr Center Valley		1

		Stud	lents
	3361 Church Rd Bethlehem	Pick-up	Drop-off
ì	5573 Old Bethlehem Pike Center Valley	2	
1	6545 Walnut Lane Coopersburg	1	
	127 E Station Ave Coopersburg	1	
	5641 Locust Valley Rd Coopersburg	1	
8:51	Hopewell Elem		6

	PUBLIC RUN #11		
		Students	
		Pick-up	Drop-off
	365 Nemeth Rd Coopersburg	1	
8:45	Drop off at Liberty Bell Elem		1

	PUBLIC/NON-P	UBLIC #12	2		
			Students		
			Pick-up	Drop-off	
3:01	Notre Dame Elem Catasauqua Rd	1835 Bethlehem	1		
	Roberto Clemente School. 136 S. 4th St Allentown		3		
	3581 Station Ave. Center Valley			3	
	Liberty Bell Elem 960 W Oxford St Coopersburg		2		
	4944 Brookside Court Coopersburg			1	
V	365 Nemeth Rd Coopersburg			1	
	Woodspring Suites in Bethlehem 4016 Christian Spring Rd Bethlehem			1	

1	NON-PUBLIC RUN		Idonto
			idents
		Pick-up	Drop-off
	7707 Cymund Dr.		
	Coopersburg	. 1	
	4944 Brookside Court		
	Coopersburg	1	
	3581 Station Ave.		
	Center Valley 5760 Main St	3	
		4	
	Center Valley 5002 Route 309 Lot 1010	1	
		1	
	Center Valley	1	
	4035 Abbott Street	1	
	Coopersburg	<b>I</b>	
	Roberto Clemente School.		
	136 S. 4th St		
	Allentown		3
	ALAS		
	1633 Hanover Ave		
	Allentown		2
	Notre Dame Elem		
	1835 Catasauqua Rd Bethlehem		1
	Lehigh Learning Acad		
8.15	113 S. Main St		
0.10	Nazareth		1
	Nazareti		

	NON-PUBLIC RU	Stud	ents
		Pick-up	Drop-off
2:00	ALAS 1633 Hanover Ave Allentown	2	
	4035 Abbott Street Coopersburg		1
	5002 Route 309 Lot 1010 Center Valley		1

	NON-PUBLIC RUN #1		
		Students	
		Pick-up	Drop-off
2:08	Lehigh Learning Acad 113 S. Main St Nazareth	4	
	5760 Main St Center Valley		2
	7707 Cymun Dr. Coopersburg		2

	NON-PUBLIC RUN # 2		
		Students	
		Pick-up	Drop-off
I	3591 Station Ave Apt 2 Center Valley	1	
	Drop off Holy Infancy 551 Thomas St Bethlehem		1

	NON-PUBLIC RUN #2					
		Students				
		Pick-up	Drop-off			
1	9130 Kings Hwy East Greenville	2				
	2192 Pine Tree Coopersburg	1				
1	7420 McFettridge Lane Coopersburg	2				
	7512 Steinsburg Rd Coopersburg	1				
	6040 Lori Court Center Valley	1				
	5385 Saucon Ridge Rd Coopersburg	1				
	5510 Saucon Ridge Rd Coopersburg	1				
7:45	Southern Middle School 3750 Preston Ln Center Valley		2			
7:53	St Mike 4121 Old Bethlehem Pike Bethlehem		7			

		Stu	Students	
	·	Pick-up	Drop-off	
3:00	Holy Infancy 551 Thomas St Bethlehem	1		
	St Micheal's 4121 Old Bethlehem Pike Bethlehem	5		
	3591 Station Ave Apt 2 Center Valley		1	
	5385 Saucon Ridge Rd Coopersburg		1	
	5510 Saucon Ridge Rd Coopersburg		1	
	6040 Lori Court Center Valley		1	
	7512 Steinsburg Rd Coopersburg		1	
	2192 Pine Tree Coopersburg		1	

	NON-PUBLIC RUN #3		
		Students	
	·	Pick-up	Drop-off
	2320 Forest Dr Coopersburg	. 1	
	4374 Lotus Lane Coopersburg	1	
	2178 Wind Hill Rd Coopersburg	1	
8:29	Mercy Special Learning		3

	NON-PUBLIC RU	JN #3	
		Stud	dents
		Pick-up	Drop-off
2:43	Mercy Special Learning	3	
	2320 Forest Dr Coopersburg		1
	4374 Lotus Lane Coopersburg		1
	2178 Wind Hill Rd Coopersburg		1

		Stu	ıdents
		Pick-up	Drop-of
1	4780 Aberdene St Center Valley	2	
	5250 Pineview Dr Center Valley	1	
1	5702 Bluegrass Trail Coopersburg	1	
	6630 Glen Rd Coopersburg	1	
	6548 Red Sunset Coopersburg	1	
	Arts Academy MS 1610 Emmaus Ave Allentown		1
7:54	St Mike 4121 Old Bethlehem Pike Bethlehem		5

	NON-PUBLIC RUN	N #4	
		Stud	ents
		Pick-up	Drop-off
2:57	Arts Academy MS 1610 Emmaus Ave Allentown	1	
	Arrive at St Mike 4121 Old Bethlehem Pike Bethlehem	8	
	4780 Aberdene St Center Valley		2
	5250 Pineview Dr Center Valley		1
	5702 Bluegrass Trail Coopersburg		1
	6630 Glen Rd Coopersburg		1
	6548 Red Sunset Coopersburg		1
- 10-11 11 11 11 11 11 11 11 11 11 11 11 11	9130 Kings Hwy East Greenville		2

	NON-PUBLIC RUN #	5	
		Stud	ents
		Pick-up	Drop-off
	l660 Chestnut Hill Rd Center Valley	1	
	5949 Valley Forge Dr Coopersburg	2	
1	216 E. Landis St Coopersburg	1	
	2509 Stonethrow Rd Bethlehem	1	
ì	Executive Education 555 Union Blvd Allentown		4
	Arrive Catasauqua MS 850 Pine St Catasauqua		1

	NON-PUBLIC RUN #5				
		Students			
		Pick-up	Drop-off		
i e	Arrive Catasauqua MS 850 Pine St Catasauqua	1			
	216 E. Landis St Coopersburg		1		

	NON-PUBLIC RUN #	Stud	Students	
		Pick-up	Drop-off	
l l	209 Estates Dr Center Valley	2		
3	35 Independence Way Coopersburg	1		
	90 Independence Way Coopersburg	2		
	5096 Homestead Dr Coopersburg	1		
8:06	Faith Christian 2360 N Old Bethlehem Pike Quakertown		6	

	NON-PUBLIC RUI	N #6	lents
		Pick-up	Drop-of
2:51	Faith Christian 2360 N Old Bethlehem Pike Quakertown	6	
	5141 Homestead DR Coopersburg		1
	5096 Homestead Dr Coopersburg		1
	90 Independence Way Coopersburg		2
	4209 Estates Dr Center Valley		2

	NON-PUBLIC RU	JN #7		
			Stud	dents
			Pick-up	Drop-off
	5694 Kraussdale Rd East Greenville		1	
	Lanark Rd & Huckleberry Dr. Center Valley		1	
1	6255 Robin Lane Coopersburg		2	
1	6428 New St Center Valley		2	
	3637 Jacoby Rd	Coopersburg	5	
	State St & N Hillside Dr Coopersburg		1	
	6022 Beverly Hills Rd	Coopersburg	1	
	7615 Grant Rd Coopersburg		1	
	1656 Crested Rd Coopersburg		1	
	Faith Christian Upper Campus 2255 Allentown Rd Quakertown	-		8
7:54	Faith Christian Lower Campus 2360 N Old Bethlehem Pike Quakertown			7

	NON-PUBLIC RUN #	<b>#</b> 7	
		Stude	ents
	S	Pick-up	Drop-off
2:51	Faith Christian Upper Campus 2255 Allentown Rd Quakertown	12	
1000	Faith Christian Lower Campus 2360 N Old Bethlehem Pike Quakertown	7	
	1656 Crested Rd Coopersburg		1
200	Devine Circle & Hamilton Dr Coopersburg		2
Market Control	7615 Grant Rd Coopersburg		1
	Glenn Rd & Sheridan Rd Coopersburg		1
	6275 Glen Rd Coopesburg		1
	6022 Beverly Hills Rd Coopersburg		1
	Treeline & Gun Club Rd Coopersburg		1
	6255 Robin Lane Coopersburg		2
	6428 New St Center Valley		2
	3637 Jacoby Rd Coopersburg		5
	5136 Bowood St Center Valley		1
	Lanark Rd & Huckleberry Dr. Center Valley		1
	5694 Kraussdale Rd East Greenville		1

	NON-PUBL	IC RUN #8		
			Stu	dents
			Pick-up	Drop-off
	1700 Woodbridge Lane Center Valley		1	
	4130 Bunker Hill Dr S.	Coopersburg	2	
	5056 W. Saucon Ave Center Valley		1	
	Transfer Southern Lehigh HS Main St Center Valley	5800	2	
	United Friends 1018 W Broad St Quakertown			3
8:11	St Isidore W. Broad St Quakertown	603		3

	NON-PUBLIIC RU		dents
		Pick-up	Drop-off
	Arrive at United Friends 1018 W Broad St Quakertown	3	
3:11	Arrive at St Isidore 603 W. Broad St Quakertown	7	
	1700 Woodbridge Lane Center Valley		1
	5056 W. Saucon Ave Center Valley		1
-	4824 Leeds Ct Center Valley		2
	4130 Bunker Hill Dr S. Coopersburg		2
	4591 Calvert Place Center Valley		2
	6040 Valley Forge Dr Coopersburg		
	7420 McFettridge Lane Coopersburg		2

<del>- 4</del>	NON-PUBLIC RUN #8		
		Students	
		Pick-up	Drop-off
2:38	United Friends 1018 W Broad St Quakertown	3	
-	4130 Bunker Hill Dr S. Coopersburg		2
	5056 W. Saucon Ave Center Valley		1

NON-PUBLIC RUN #9				
		Stud	ents	
		Pick-up	Drop-off	
	3537 Orchard Rd Zionsville	1		
1 -	236 Standard Ln Coopersburg	2		
	5531 Nina Circle Coopersburg	1		
(	Glen Rd & Sheridan Rd Coopersburg	1		
	5641 Limeport Pike Coopersburg	1		
i	427 E. Landis St Coopersburg	3		
Į.	343 N 7th St Coopersburg	3		
	811 W. State St Coopersburg	1		
	5207 Tilghman St Coopersburg	1		
8:01	Upper Bucks Christian 2310 Muskrat Rd Sellersville		4	
8:08	Quakertown Christian School 50 E Paletown Rd Quakertown		10	

	NON-PUBLIC RUN		
		Students	
		Pick-up	Drop-off
3:02	Quakertown Christian School	. 8	
	Upper Bucks Christian 2310 Muskrat Rd Sellersville	7	
	8537 Orchard Rd Zionsville		1
	Glen Rd & Sheridan Rd Coopersburg		1
	5531 Nina Circle Coopersburg		1
	5641 Limeport Pike Coopersburg		1
	4104 Chestnut Dr Center Valley		1
	Flint Hill Rd & Walnut Lane Coopersburg		2
	427 E. Landis St Coopersburg		3
	343 N 7th St Coopersburg		3
	811 W. State St Coopersburg		1
	5207 Tilghman St Coopersburg		1

	NON-PUBLIC RUN #10		
		Stud	lents
		Pick-up	Drop-off
	202 N Main St Coopersburg	1	
	7458 Lone Lane Coopersburg	1	
	7634 Steinsburg Rd Coopersburg	1	
8:04	St Ann Emmaus 415 S. 6th St Emmaus	2	
8:15	Drop off at Hillside 2697 Brookside Macungie	1	

		Stud	Students	
		Pick-up	Drop-of	
2:54	Hillside School 2697 Brookside Rd Macungie	1		
	Emmaus Bapt. 4702 Colebrook Ave Emmaus	1		
	St Ann Emmaus 435 S. 6th St Emmaus	3		
	1426 Sheridan Rd Coopersburg		1	
	7458 Lone Lane Coopersburg		1	
	7634 Steinsburg Rd Coopersburg		11	
	202 N Main St Coopersburg		1	
	2839 Pike Ave Coopersburg	·	1_	

	NON-PUBLIC RUN #11		
		Students	
		Pick-up	Drop-off
	4752 Spring Dr Center Valley	1	
	4543 Zionsville Rd Zionsville	1	
8:18	Salem 8031 Salem Bible Church Rd Macungie		2

	NON-PUBLIC RUN #	±11	
		Stud	lents
		Pick-up	Drop-off
3:02	Salem 8031 Salem Bible Church Rd Macungie	2	
	4543 Zionsville Rd Zionsville		1
	4752 Spring Dr Center Valley		1 .

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NON-PUBLIC RUN #12						
	Students					
	Pick-up	Drop-off				
3152 Broadmoor Dr Center Valley	1					
4785 Curly Horse	2					
Center Valley						
4985 Hycliff Chase Center Valley	2					
5064 Applebutter Hill Rd Center Valley	1					
6200 Robin Lane Coopersburg	2					
6447 Eichler Circle Coopersburg	1					
37 Arrive at Perk		9				

		Students	
		Pick-up	Drop-of
5:11	Depart Perkiomen Prep		9
	5064 Applebutter Hill Rd Center Valley	1	
	6200 Robin Lane Coopersburg	2	
	6447 Eichler Circle Coopersburg	1	
	3152 Broadmoor Dr Center Valley	1	
	4785 Curly Horse Center Valley	2	
	4985 Hycliff Chase Center Valley	2	

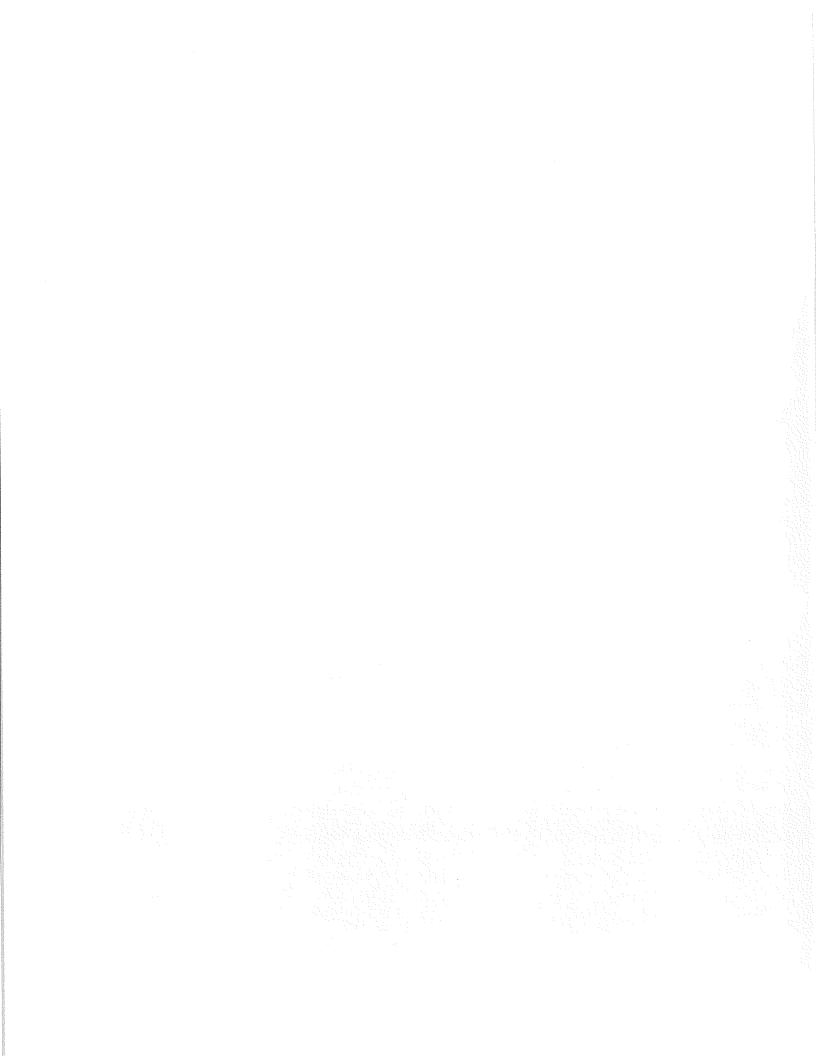
	NON-PUBLIC RUN #13			
			Stuc	lents
			Pick-up	Drop-off
	4660 Chestnut Hill Rd	Center Valley	2	
8:38	Drop off at LV Dual Lang 675 East Broad St Bethlehem			2
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		NON-PUBLIC RUN #13		
			Students	
ľ			Pick-up	Drop-off
		6092 Valley Forge Dr Coopersburg	1	
		4246 Cumorah Ave Center Valley	. 2	
		3159 Village Dr Center Valley	1	
		1637 E. Oakhurst Dr Bethlehem	1	
·	8:07	St Anne Bethlehem 375 Hickory St Bethlehem		2
·	8:17	Our Lady 3221 Santee Rd Bethlehem		3

NON-PUBLIC RUN #13		
	Students	
	Pick-up	Drop-off
Bethlehem Christian Ebenezer Campus 2:48 3100 Hecktown Rd Bethlehem	1	
Arrive at Our Lady 3221 Santee Rd Bethlehem	3	
Arrive St Anne Bethlehem 375 Hickory St Bethlehem	2	
Pick up at Lv Dual Lang 675 East Broad St Bethlhem	2	
1637 E. Oakhurst Dr Bethlehem		1
3159 Village Dr Center Valley		1
5209 Camp Meeting Rd Center Valley		1
4246 Cumorah Ave Center Valley		2
6092 Valley Forge Dr Coopersburg		1
4660 Chestnut Hill Rd Center Valley		2

NON-PUBLIC RUN #14				
Students				
		Pick-up	Drop-off	
5777 Locust Valley Cooperst	ourg	1		
Arrive at Sheckler Elem 215 N 14th St Catasauqua			1	

		Stu	Students	
		Pick-up	Drop-off	
2:51	Sheckler Elem 215 N 14th St Catasauqua	1		
3:00	Executive Education 555 Union Blvd Allentown	4		
	2509 Stonethrow Rd Bethlehem		1	
	4660 Chestnut Hill Rd Center Valley		1	
	5777 Locust Valley Coopersburg		1	
	5949 Valley Forge Dr Coopersburg		2	



	MID-DAY RUN #1		
		Stu	dents
		Pick-up	Drop-off
	Southern Lehigh HS 5800 Route 309 Center Valley	1	
11:17	Drop off at LCTI 4500 Education Park Dr Schnecksville, PA		1

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 MID-DAY RUN	#2	
	Stu	dents
	Pick-up	Drop-off
Pick up at LCTI 4500 Education Park Dr Schnecksville, PA	4	
Drop off at Southern Lehigh HS		3
7271 Leh St Coopersburg		1

45 10 00 10	MID-DAY RUN #3				
			lents		
		Pick-up	Drop-off		
	5431 Kraussdale Rd East Greenville	1			
	9314 Landis Ln East Greenville	1			
	8723 School House Lane Coopersburg	1			
	8256 Orchard Rd Zionsville	1			
	1886 Wind Hill Rd Coopersburg	1			
12:58	Drop off at Hopewell Elem		5		

	MID-DAY RUN #4		
		Stud	lents
		Pick-up	Drop-off
	5128 Schultz Bridge Rd Zionsville	1	
	ALAS 1633 Hanover Ave Allentown		1
•			

	TEMPORARY RUN #1		
		Stu	ıdents
		Pick-up	Drop-off
2:10	Southern Lehigh HS	2	
	Southern Lehigh Ms	1	
	309 5th St Whitehall		1
	W. Allen & N. Meadow Sts Allentown		1

	TEMPORARY RUN #1				
		Students			
		Pick-up	Drop-off		
	309 5th St Whitehall	2			
	W. Allen & N. Meadow Sts Allentown	1			
	Southern Lehigh HS 5800 Main St Center Valley		1		
7:19	Southern Lehigh MS 3750 Preston Ln Center Valley		2		

<del> </del>	TEMPORARY RUN #2		
		Students	
		Pick-up	Drop-off
11:00	Southern Lehigh MS	1	
11:05	Southern Lehigh HS	1	
11:25	St Luke's Innovations 451 W. Chew St Allentown		2

	TEMPORARY RUN #2			
		Stud	Students	
		Pick-up	Drop-off	
4:20	St Luke's Innovations 451 W. Chew St Allentown	2		
	2576 Saucon Dr Center Valley		1	
	5926 Main St Center Valley		1	



#### **Exhibit C**

#### **District Policies**

•	810	Transportation: General Policy
•	810.02	Driver Training & General Requirements
•	810.1	Bus Contractor Duties & Responsibilities
•	810.2	Bus Regulations
•	810.3	Transportation: Student Behavior
•	810.4	Bus Discipline Procedure
•	810.5	Field Trips, Activity Trips and Athletic Trips
•	810.6	Transportation: Contracted Services
•	810.7	School Bus/Diesel Vehicle Idling



Book

Converted Policies

Section

800 Operations

Title

Transportation

Code

810

Status

Active

Adopted

March 27, 2023

Last Revised

January 23, 2023

#### <u>Purpose</u>

Transportation for students shall be provided in accordance with law and Board policy.

#### **Definitions**

School bus means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private, charter, or parochial schools or events related to such schools or school-related activities. [1]

School vehicle means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students to or from public, private, charter, or parochial schools or events related to such schools or school related activities while registered by or under contract to the school district. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children. [1]

#### <u>Authority</u>

The Board shall provide transportation for resident students in grades kindergarten through 12 to the district's public schools and charter, regional charter and nonpublic schools located in the district or within the district's transportation boundary or other placements as required by law or agreements. The district's transportation boundary is a distance not exceeding ten (10) miles by the nearest public highway outside the school district's border. [2][3][4]

The Board shall purchase, lease, equip and maintain school buses/vehicles and/or contract for school bus/vehicle services for transportation of students to and from school at regularly scheduled hours and for field trips and extracurricular activities. [2][3][5][6][7][8][9][10]

The Board shall provide transportation for students living within the prescribed limits when walking conditions to the school are found to be hazardous by the Department of Transportation. [3][11]

The Board shall provide transportation for students with disabilities, without regard to distance or hazardous walking conditions, when required by the student's individualized education program (IEP) or Section 504 Service Agreement.[12][13][14][15][16]

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The Board shall provide transportation for eligible resident students who are enrolled in nonpublic schools or charter schools as required by law.[2][4][17]

The Board shall provide transportation for children in foster care in accordance with federal and state laws and regulations, and the local transportation plan.[18][19]

The Board shall provide transportation for homeless children and youths in accordance with federal and state laws and regulations.[19][20]

The Board prohibits any diesel-powered motor vehicle weighing 10,001 pounds or more to idle for more than five (5) minutes in any continuous sixty-minute period while parked, loading or unloading, except as allowed by law. [21]

The Board shall ensure that permanent signs, notifying drivers of the idling restrictions, are maintained on district property at locations where diesel-powered motor vehicles weighing 10,001 pounds or more load or unload. Signs shall also be posted at locations that provide fifteen (15) or more parking spaces for such diesel-powered motor vehicles.[22][23]

#### **Delegation of Responsibility**

The school bus/vehicle driver shall be responsible to maintain order while students are being transported.

The school bus/vehicle driver shall report all incidents, including, but not limited to, discipline problems, medical problems, bullying/harassment, safety issues, accidents or injuries, and violations of Pennsylvania's School Bus Stopping Law to the Superintendent or designee as soon as practicable.

The building principal may suspend a student from bus transportation for disciplinary reasons, and the parents/guardians shall be responsible for the student's transportation.[7]

The Superintendent or designee shall be responsible to:

- 1. Maintain records and make required reports regarding school transportation.[5][7]
- 2. Distribute rules governing student conduct during transport; such rules shall be binding on all students transported by the district.[7]
- 3. Provide each school bus/school vehicle driver with:
  - a. The Pennsylvania School Bus Driver's Manual;
  - b. The written rules for student conduct on buses/vehicles;
  - c. The procedures for evacuation drills; and
  - d. Any additional laws and applicable Board policies and administrative regulations which apply to school bus/vehicle drivers.
- 4. Prepare a district map or schedule indicating each bus stop and bus route. [7]

#### <u>Guidelines</u>

#### Student Health Information

When necessary for student safety, or when required by a student's IEP or Section 504 Service Agreement, a school bus/vehicle driver shall be provided with relevant student health and medical information.[15][16] [25][26][27][28]

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School bus/vehicle drivers shall maintain the confidentiality of student health/medical information in accordance with district policies and procedures and applicable law.[29][30]

#### **Evacuation Drills**

Bus evacuation drills shall be conducted twice a year and reported to the Pennsylvania Department of Education, in accordance with law and Board policy.[31][32][33]

SECTION:

**OPERATIONS** 

TITLE:

TRANSPORTATION: DRIVER

TRAINING & GENERAL

REQUIREMENTS

ADOPTED: 12/06/76

REVISED:

8/24/87, 7/08/96

#### Formerly policy 3545.2

#### 810.02 OPERATIONS

#### DRIVER TRAINING & GENERAL REQUIREMENTS

All school bus drivers shall have the mandated instructional program and certifications required by the Pennsylvania Department of Transportation.

Bus drivers shall comply with all laws and all other relevant regulations established by the Commonwealth of Pennsylvania and the Board of Education, including submitting to an annual physical exam.

Employees must be in a condition to perform their duties safely and efficiently at all times while at work. The use of alcohol or controlled substances is absolutely alien to any reasonable notion of a safe workplace and a safe transportation system. It is unacceptable and will not be tolerated by the School District. The School District expects the Bus Contractor to actively ensure that alcohol and illegal drug use does not occur in the workplace. In order to insure that the Bus Contractor attains and continues to provide an alcohol and drug free transportation system, the Southern Lehigh School District requires that the Contactor follows all rules and regulations set forth under authority of the Omnibus Transportation Employee Testing Act of 1991 or under authority of §3.9 or 18 of the Federal Transit Act as amended or under 23 U.S.C. §103(c)(4). The Bus Contractor shall submit a copy of its Substance Abuse Testing Policy to the School District with the commencement of each contract period or change in the policy.

The Director of Buildings and Grounds and Transportation shall be responsible to the Superintendent for compliance with the above.

Reviewed 7/08/96

SECTION:

**OPERATIONS** 

TITLE:

TRANSPORTATION: BUS

**CONTRACTOR DUTIES &** RESPONSIBILITIES

ADOPTED: 12/06/76

REVISED:

7/08/96

#### 810.1 OPERATIONS

#### **BUS CONTRACTOR DUTIES & RESPONSIBLITIES**

#### Formerly policy 3545.1

The bus contractor shall comply with contractual agreements, the School Code, Department of Education Regulations, State and Federal Laws and Board policies.

The bus contractor shall have a firm commitment to its employees, to the School District, and its passengers to provide a healthy and safe work place and operate the safest transportation system possible. In order to manage school bus operations safely, an alcohol and drug free environment is required. A drug and alcohol program, with the appropriate testing, must be adopted by the bus contractor. The drug and alcohol program must meet all applicable laws and regulations and be submitted in written form to the School District.

The bus contractor shall provide any reports or information as requested by the Director of Buildings, Grounds and Transportation, the Business Manager, or Superintendent or their designees.

Disciplinary practices and procedures shall be followed as outlined by the school district policy.

Bus evacuation drills shall be held twice a year in compliance with the school code.

SECTION:

**OPERATIONS** 

TITLE:

**BUS REGULATION** 

ADOPTED:

March 15, 1980

REVISED:

May 5, 1980,

October 23, 2006

December 6, 2010; June 26, 2017

#### Formerly policy 5119

#### 810.2. BUS REGULATIONS

1.Purpose

Safety is the primary consideration in bus transportation. Any noise, disorder, or misbehavior which distracts the driver can cause accidents. Students causing such distraction are a menace to the safety of all of the other passengers.

The use of video and audio 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.

Regulations concerning student behavior on school buses shall apply in all situations in which School District transportation is furnished.

2. Authority 18 Pa. C.S.A. Sec.5704

Students shall be under authority of the driver while they travel on school buses.

The Board authorizes the use of video and audio recording on school buses and school vehicles for disciplinary and security purposes.

- 3. Delegation of Responsibility 18 Pa. C.S.A. Sec. 5704
- 1. Each school bus and school vehicle that is equipped with video and audio recording equipment contains a clearly posted notice informing drivers and passengers of the potential for video and audio recording. Recordings may only be used by district administration for the purpose of student discipline.
- 2. Each school year, this policy is included in the student handbook and in any other district publication that sets forth the comprehensive rules, procedures and standard of conduct.
- 3. The Board prohibits the use of audio recording on any school bus or school vehicle that is not being used for a school-related purpose.
- 4. The district shall comply with the provisions of federal and state law 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.

#### 810.2 BUS REGULATIONS

# Each student shall be expected to ride to and from school on his/her assigned bus and leave the bus at the assigned bus stop, unless permission has been granted to do otherwise by the building principal as the result of a request in writing from the parent. In the case of the student who misses his/her bus, it shall be the responsibility of the parent to see that the child is brought to school safely. If the temperature is below freezing, or if there is precipitation, students may return to their homes when the bus has not arrived within fifteen (15) minutes after its scheduled time. If the temperature is above freezing and there is no precipitation, students shall wait forty-five (45) minutes. References: Wiretap and Electronic Surveillance Act – 18 Pa. C.S.A. Sec. 5704 Board Policy – 216, 218, 810 Reviewed 12/6/10

SECTION:

**OPERATIONS** 

TITLE:

TRANSPORTATION: STUDENT

**BEHAVIOR** 

ADOPTED:

3/15/80

REVISED:

5/5/80, 7/8/96, 10/23/06, 12/6/10

#### Formerly policy 3545.3

#### 810.3 TRANSPORTATION: STUDENT BEHAVIOR

Safety is the primary consideration in bus transportation. Any noise, disorder, or misbehavior which distracts the driver can cause accidents. Pupils causing such distraction are a menace to the safety of all of the other passengers.

Regulations concerning student behavior on school buses shall apply in all situations in which School District transportation is furnished.

Pupils shall be under authority of the driver while they travel on school buses.

Audio and Video recording will be used on school buses for the purpose of providing a safe environment for students and staff. Recordings may be used by district administration for the purpose of student discipline.

Pupil misconduct on the school bus is subject to the full range of disciplinary action by the school administration including those measures set forth in Board Policy.

Each pupil shall be expected to ride to and from the assigned school on his/her assigned bus and leave the bus at the assigned bus stop, unless permission has been granted to do otherwise by the building principal as the result of a request in writing from the parent. All such requests shall be brought forth by first obtaining the proper written approval from the parent. From the written parental permission, the Special Bus Stop Permit (the green slip) is generated by the school principal. After signing, the principal gives this form to the student who then hands it to the bus driver on the designated day prior to entering the bus. This form is not intended to add bus stops to any bus run. Its sole intention is to provide an accurate daily accounting of ridership while allowing the flexibility to, from time to time, use a bus different than that which has been assigned.

**Reviewed 12/6/10** 

SECTION:

**OPERATIONS** 

TITLE:

TRANSPORTATION: BUS

DISCIPLINE PROCEDURE

ADOPTED:

7/8/96

REVISED:

# Formerly policy 3545.4

#### 810.4 - OPERATIONS

#### **BUS DISCIPLINE PROCEDURE**

- 1. Bus drivers are to complete a Discipline Referral Form (SL-5119-77) on all discipline referrals.
- 2. Building principals are to inform the bus driver involved of the action taken. The Discipline Referral Form is to be used for the communication. If no action is taken immediately, an interim report is to be provided to the bus company.
- 3. Formal conferences with a bus driver are to be arranged by the building principal through the bus company supervisors. The Director of Transportation will be informed of all conferences and his support may be requested as necessary.

SECTION:

**OPERATIONS** 

TITLE:

TRANSPORTATION: FIELD

TRIPS, ACTIVITY TRIPS AND

ATHLETIC TRIPS

ADOPTED: October 4, 1965

REVISED:

June 4, 1979, July 8, 1996

#### Formerly policy 3545.5

#### 810.5 – TRANSPORTATION

#### FIELD TRIPS, ACTIVITY TRIPS AND ATHLETIC TRIPS

Field trips shall be encouraged as a means of advancing and enlarging the work in the classroom.

Any teacher taking a group of children on a field trip or excursion off the school grounds, or any other activity including sports-related trips, shall secure the permission of the principal in advance and file the Application for Approval of School Bus Transportation fifteen school days prior to the trip date.

Each pupil participating in a field trip which requires leaving the school grounds shall complete an Educational Trip Permission Form and have it signed by the parent or guardian, and return it to the teacher sponsoring the trip. Any pupil whose conduct on an educational trip does not reflect pride in his/her school and himself/herself shall be disciplined properly and may be denied the privilege or participation in future trips.

SECTION:

**OPERATIONS** 

TITLE:

TRANSPORTATION:

CONTRACTED SERVICES

ADOPTED: July 7, 1996

**REVISED** 

#### Formerly policy 3545.6

#### 810.6 TRANSPORTATION: CONTRACTED SERVICES

When it is not feasible or economical to provide transportation with the school district transportation service, transportation may be contracted with a private or public carrier.

Contracted transportation services may be provided by any of the following:

- 1. the parent(s) of the student
- 2. a private individual or transportation provider
- 3. a public school district
- 4. a nonpublic school entity
- 5. a public carrier properly licensed to provide the transportation.

The contractor which provides transportation service shall provide evidence of adequate and acceptable auto insurance and shall meet all of the requirements of the Department of Transportation, the Department of Education and the school district. All contracts for transportation service must be approved by the Board of Directors.

SECTION:

**BUILDINGS, GROUNDS &** 

TRANSPORTATION

TITLE:

SCHOOL BUS/DIESEL

VEHICLE IDLING

ADOPTED:

January 12, 2009

**REVISED:** 

	810.7 SCHOOL BUS/DIESEL VEHICLE IDLING
1. Purpose	The policy applies to the operation of every district-owned and/or contracted school bus and service delivery vehicles.
2. Rationale	Diesel exhaust from idling school bus/service vehicles can accumulate in and around the bus/service vehicle and pose a potential health risk to children, drivers and the community at large. Exposure to diesel exhaust may cause lung damage and respiratory problems. Diesel exhaust also exacerbates asthma and existing allergies and long-term exposure is thought to increase the risk of lung cancer. Idling buses/service vehicles also waste fuel and financial resources.
3. Purpose	Manage all unnecessary idling by district/contracted school buses/service vehicles such that idling time is minimized in all aspects of school bus/service vehicle operations.
4. Guidelines  See 22 Pa. Code §11.41	1. When school bus/service vehicle drivers arrive at loading or unloading areas to drop off or pickup passengers/supplies, they should turn off their bus/vehicle as soon as possible to eliminate idling time and reduce harmful emissions. The school bus/service vehicle should not be restarted until it is ready to depart and there is a clear path to exit the puck up/drop off area. Exceptions include conditions that would compromise passenger safety, such as:  A. Extreme weather conditions  B. Idling in traffic
Diesel-Powered Motor Vehicle Idling Act 124 of 2008.	<ol> <li>At school bus depots, limit idling time during early morning warm-up to what is recommended by the manufacturer (generally 3-5 minutes) in all but the coldest weather.</li> <li>Buses should not idle while waiting for students during field trips,</li> </ol>
	extracurricular activities or other events where students are transported off school grounds.  4. In cold weather, if the warmth of the bus/service vehicle is an issue, idling is to be at a very minimum and occur outside the school zone. The "warmed" bus/service vehicle is to enter the school zone as close to pick up/drop off time

as possible to maintain warmth and then shut down.

- 5. All service delivery vehicles shall turn off the engines while making deliveries to school buildings.
- 6. Transportation staff may revise bus schedules so that school bus caravanning can be avoided and the cleanest buses are assigned to the longest routes.
- 7. All drivers shall receive a copy of this policy at the beginning of every school year.
- 8. Verbal and written notice will be given to delivery drivers and/or their companies.
- 9. Signs should be prominently posted on school grounds and bus depots to remind all (car, bus and truck) drivers of the school's idling policy. (Owner or operator of a location where vehicles subject to this act load or unload or a location that provides 15 or more parking spaces for vehicles must place a sign informing drivers that idling is restricted in the commonwealth.)

#### **Exceptions most relevant for school districts:**

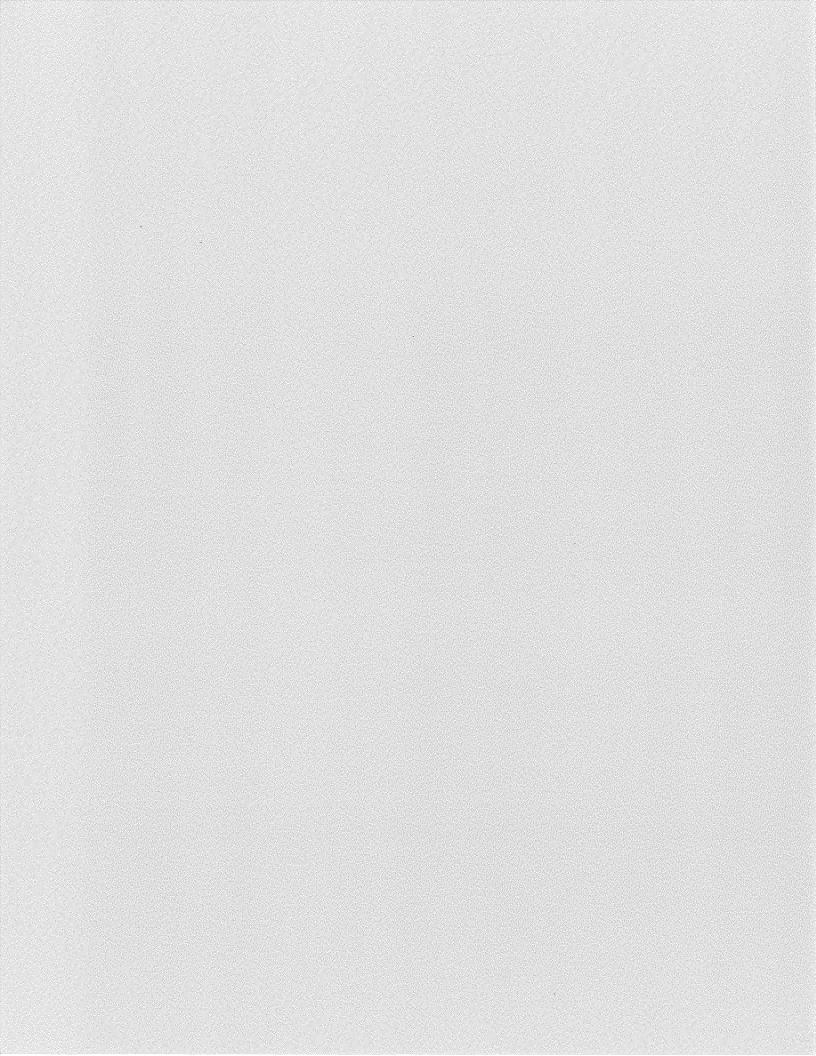
- 1. When a bus, school bus or school vehicle must idle to provide heating or air conditioning when non-driver passengers are onboard, provided that the bus does not idle for more than 15 minutes in a continuous 60-minute period, except when idling is necessary to maintain a safe temperature for students with special needs who are transported by a school bus or school vehicle.
- 2. When idling by a school bus or school vehicle off school property during queuing for the sequential discharge or pick-up of students is necessary because the physical configuration of a school or the school's surrounding streets does not allow for stopping.
- 3. On highway traffic, an official-control device or signal or a law enforcement official forces a vehicle to remain motionless.
- 4. To operate defrosters, heaters, air conditioners or cargo-refrigeration equipment in order to prevent a safety or health emergency and not for the purpose of a rest period or as otherwise necessary to comply with manufacturers' operating requirements, specifications and warranties.
- 5. For maintenance, particulate matter trap regeneration, service or repair of the vehicle or for vehicle diagnostic purposes.
- 6. When the idling is necessary to power work-related mechanical, safety or electrical operations other than propulsion.
- 7. Due to mechanical difficulties, the vehicle must idle, provided that the operator repairs the mechanical problem and provides proof to the

#### 810.7 SCHOOL BUS/DIESEL VEHICLE IDLING - Pg. 3

department within 30 days.

8. For sampling, weighing, active loading or unloading, provided that it does not idle for more than 15 minutes in any continuous 60-minute period.

Fines for violation of this statute can be placed against either the driver or owner of a diesel-powered motor vehicle or the owner or operator of a location where such vehicles load, unload or park. The fine is a summary offense and is set at a minimum of \$150 and a maximum of \$300 plus court costs. It also authorizes the Department of Environmental Protection to assess other civil penalties for violations of the Air Pollution Control Act not to exceed \$1,000 per day. The law becomes effective February 9, 2009.



#### **Exhibit D**

Non Public / Charter Schools	
ALLENTOWN JEWISH COMMUNITY CENTER	MERCY SCHOOL FOR SPECIAL LEARNING
ALLENTOWN LEARNING & ADJUSTMENT SCHOOL	NOTREDAME ELEMENTARY
ARTS ACADEMY CHARTER MIDDLE SCHOOL	NOTRE DAME HIGH SCHOOL
ARTS ACADEMY CHARTER MIDDLE SCHOOL  ARTS ACADEMY FLEMENTARY CHARTER SCHOOL	OUR LADY HELP OF CHRISTIANS
BETHLEHEM CHRISTIAN SCHOOL	OUR LADY OF PERPETURAL HELP SCHOOL
DATZYK MONTESSORI SCHOOL	PERKIOMEN SCHOOL
EMMAUS BAPTIST ACADEMY	QUAKERTOWN CHRISTIAN SCHOOL
EXECUTIVE EDUCATION ACADEMY CHARTER SCHOOL	ROBERTO CLEMENTE CHARTER SCHOOL
FAITH CHRISTIAN ACADEMY	SACRED HEART SCHOOL
GRACE MONTESSORI SCHOOL	ST ANN SCHOOL - EMMAUS
HILLSIDE SCHOOL	ST ANNE SCHOOL - BETHLEHEM
HOLY INFANCY SCHOOL	ST THERESA - HELLERTOWN
INNOVATIVE ARTS ACADEMY	ST JOHN VIANNEY REGIONAL SCHOOL
JEWISH DAY SCHOOL	ST JOSEPH THE WORKER SCHOOL
LEHIGH CAREER AND TECHNICAL INSTITUTE	ST MICHAEL'S - MIDDLE
LEHIGH CHRISTIAN ACADEMY	ST MICHAEL'S - ELEMENTARY
LEHIGH LEARNING & ACHIEVEMENT SCHOOL	UNITED FRIENDS SCHOOL
LEHIGH LEARNING ACADEMY	UPPER BUCKS CHRISTIAN SCHOOL
LEHIGH VALLEY CHRISTIAN H.S.	
LEHIGH VALLEY DUAL LANGUAGE CHARTER SCHOOL	
LINCOLN LEADERSHIP ACADEMY CHARTER SCHOOL	
LV CHRISTIAN HIGH SCHOOL	
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ADDITIONAL BUILDINGS MAY BE ADDED TO THESE LOCATIONS.

#### **Exhibit E**



#### SOUTHERN LEHIGH SCHOOL DISTRICT

5775 MAIN STREET CENTER VALLEY, PENNSYLVANIA 18034

PHONE: (610) 282-1030

FAX: (610) 282-0192

RideWithUs@slsd.org

Transportation Services

### **SPECIAL BUS STOP PERMIT**

•			STUDENT NAMEat the		permission to board and Daycare Home		
Bus stop permits are only to be used for Daycares or approved locations as noted above.							
Schedule/Days of the week (please circle the dates and identify date(s) of request:							
Daycare: Dates:	Mon	Tues //_		Thurs to	Fri	AM-K //_	
Home: Dates:	Mon	Tues //_		Thurs to		AM-K //_	
Principal Bus Drive PROCEDURE parents signs. submits to driguarantee abi	Approva r Signatu : Student re . Student su iver. Driver ility to ride r ontingent u	bmits to main off signs as authoriz equested bus. <b>SL</b>	from the mai ice for Princi ation that stu SD can acco	n office/SLSD w pal approval sig ıdent is admitte <b>mmodate requ</b>	ebsite. Pare nature. If ap d onto bus. ! <b>ests on exi</b> s	nt/student comple oproved by Princip Submittal of form c sting bus runs wit the SLSD website	al, student loes not <b>h existing</b>