

## **AGREEMENT**

This Agreement is made this 22<sup>nd</sup> day of August, 2016, by and between TRANSPORTATION SOLUTIONS with its principal place of business at 4202 Peach Street, Erie, PA 16509 and CRAWFORD CENTRAL SCHOOL DISTRICT (hereinafter referred to as "School District") with its principal place of business at 11280 Mercer Pike, Meadville, PA 16335.

**WHEREAS**, Transportation Solutions is a certified/licensed private driving school;

**WHEREAS**, Transportation Solutions desires to provide behind the wheel training to students of the School District; and

**WHEREAS**, the School District desires to permit Transportation Solutions with the opportunity to provide its students with behind the wheel training.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, and with the intent to be legally bound hereby, Transportation Solutions and the School District agree as follows:

### **I. TERM**

The term of this Agreement shall be for one (1) year commencing on September 1, 2016 and ending on August 31, 2017.

### **II. NON-EXCLUSIVE AGREEMENT**

This Agreement is a non-exclusive agreement.

### **III. EFFECTIVE DATE**

Notwithstanding the date this Agreement was signed by the parties, this Agreement shall have an effective date of September 1, 2016.

#### **IV. FEE**

A. Transportation Solutions agrees to pay a fee of one dollar (\$1.00) to the School District by September 1, 2016, for the opportunity to provide behind the wheel training to students of the School District.

B. The School District acknowledges that Transportation Solutions will charge parents/guardians of students that receive behind the wheel training a fee for this service. The School District will not be involved with any aspect of the payment arrangements between the parents/guardians and Transportation Solutions. There will be no fee charged to the School District at any time for services performed by Transportation Solutions pursuant to this Agreement.

#### **V. SCHEDULING BEHIND THE WHEEL TRAINING**

A. Transportation Solutions will provide behind the wheel training with the School District's students both before and after school hours.

B. Transportation Solutions will schedule behind the wheel training with the School District's students and their parents/guardians. The School District will not be responsible to schedule its students for behind the wheel training with Transportation Solutions.

#### **VI. REPRESENTATIONS OF TRANSPORTATION SOLUTIONS**

A. Transportation Solutions represents that its instructors are Driver Education teachers, who are certified by the Pennsylvania Department of Education and also certified as "End of Course Examiners" through the Pennsylvania Department of Transportation. Based on these qualifications, Transportation Solutions represents that its instructors are permitted to give the Pennsylvania driving test to students, who have completed thirty (30) hours of classroom instruction and six (6) hours of behind the wheel training.

B. Transportation Solutions will provide all training materials necessary for behind the wheel training.

C. Transportation Solutions will provide a vehicle, which is approved and certified by the Pennsylvania Department of Education. Transportation Solutions will provide all maintenance necessary for the vehicle or vehicles used in behind the wheel training.

## **VII. INDEMNIFICATION**

Transportation Solutions agrees to hold harmless, indemnify and defend the School District, its Board members, its officers, its agents and its employees from any and all manner of actions or causes of action, suits, judgments, claims and/or demands of whatsoever kind, in law or in equity, known and unknown, foreseen and unforeseen including, without limitation, any and all expenses, fines, settlements, attorney's fees and any other amounts reasonably incurred in connection with such actions or causes of action, suits, judgments, claims and/or demands, which may arise by reason of:

(1) Any and all injuries, of whatsoever type, incurred by any person or persons, which was directly and/or proximately caused by any employee or independent contractor working directly or indirectly with and/or for Transportation Solutions; any student; any employee, faculty and/or staff of the School District and/or any third party motorist, cyclist, or pedestrian, during, upon or in connection with Transportation Solutions' performance under this Agreement;

(2) Any and all injuries or damages, of whatsoever type, to any and all property sustained by any person, partnership, corporation, association, proprietorship, municipality or any other private, corporate or governmental entity, which was directly and/or proximately caused by any employee or independent contractor working directly or indirectly with and/or for Transportation Solutions; any student; any employee, faculty and/or staff of the

School District and/or any third party motorist, cyclist or pedestrian, during, upon or in connection with Transportation Solutions' performance under this Agreement; and

(3) Any and all injuries and/or damages, of whatsoever type, incurred by any person or persons and/or any and all injuries and/or damages, of whatsoever type, to any and all property sustained by any person, partnership, corporation, association, proprietorship, municipality or any other private, corporate or governmental entity, which was directly and/or proximately caused by an act of man or God, or force of nature, known and unknown, foreseen and unforeseen, including, without limitation, rain, wind, snow, ice, fog, road/street/highway, damaged building or structure collapse, motor vehicle accident, airplane/helicopter crash, tornado, hurricane, earthquake, tsunami, or war, during, upon or in connection with Transportation Solutions' performance under this Agreement.

### **VIII. INSURANCE**

A. Transportation Solutions must provide and maintain throughout the entire term of this Agreement, at its own cost, public liability insurance on all vehicles used by Transportation Solutions pursuant to this Agreement, which insurance shall name the School District as an additional insured as its interest may appear, with limits of liability to be at least: bodily injury - \$1,000,000; property damage - \$1,000,000; and commercial general liability - \$1,000,000.

B. Transportation Solutions must provide and maintain throughout the entire term of this Agreement, at its own cost, workers' compensation insurance coverage on all employees of Transportation Solutions, who will be involved in any aspect of this Agreement.

C. Evidence of Transportation Solutions' insurance coverage shall be provided by Transportation Solutions to the School District on or before September 1, 2016. Furthermore, any change by Transportation Solutions in its insurance portfolio, including, but not limited to a

change of insurance carriers shall be brought to the School District's attention within ten (10) days after said change is made.

D. The insurance carriers who provide insurance coverage under this Agreement must be authorized to write insurance in the Commonwealth of Pennsylvania.

**IX. EMPLOYMENT HISTORY REVIEW AND  
MANDATORY BACKGROUND CHECKS**

A. Prior to Transportation Solutions' offer of employment to an applicant, who may provide services pursuant to this Agreement, Transportation Solutions must conduct an employment history review in compliance with the provisions set forth in Section 111.1 of the Public School Code of 1949, as amended.

B. Prior to Transportation Solutions' assignment of an existing employee to perform services pursuant to this Agreement, Transportation Solutions must conduct an employment history review in compliance with the provisions set forth in Section 111.1 of the Public School Code of 1949, as amended.

C. Transportation Solutions must inform the Superintendent of the School District of any instance pertaining to any aspect of child abuse as set forth in Section 111.1 of the Public School Code prior to assigning an employee of Transportation Solutions to perform work pursuant to this Agreement.

D. Employees of Transportation Solutions shall not perform work pursuant to this Agreement until each employee has complied with the mandatory background check requirements for criminal history and child abuse as set forth in both Section 111 of the Public School Code of 1949, as amended and the Child Protective Services Law and the results of the screening process have been reviewed by the Superintendent of the School District.

E. Transportation Solutions agrees that it will comply with all of the applicable requirements set forth in the Child Protective Services Law; Sections 111, 111.1, and 1205.6 of the Public School Code of 1949, as amended; and the Educator Discipline Act.

#### **X. TERMINATION**

Either party has the right to terminate this Agreement for any reason whatsoever or for no reason at all upon sixty (60) days written notice to the other party.

#### **XI. INDEPENDENT CONTRACTOR**

Transportation Solutions agrees that it is an independent contractor of the School District. Furthermore, Transportation Solutions agrees that its employees are independent contractors and are not employees or agents of the School District. No contract for employment is created by this Agreement, and neither Transportation Solutions nor its employees, officers, and agents shall be entitled to any of the rights and benefits accruing to employees of the School District. Transportation Solutions shall be free to exercise discretion and judgment in the method and manner in which it provides services under this Agreement and shall be responsible for complying with any and all laws, regulations and standards of professional conduct. Transportation Solutions shall bear all costs of operation of its business, including, but not limited to cost of equipment, materials and transportation. All expenses associated with the performance of Transportation Solutions' services under this Agreement shall be the responsibility of Transportation Solutions.

#### **XII. CHOICE OF LAW/VENUE**

This Agreement has been delivered to and accepted by the School District and shall be deemed to be made in Meadville, Pennsylvania. This Agreement shall be governed for all purposes by the laws of the Commonwealth of Pennsylvania, excluding any conflict of laws, rules or principles. Any action or proceeding against any of the parties hereto relating in any

way to this Agreement or the subject matter hereof shall be brought exclusively in the United States District Court for the Western District of Pennsylvania, Erie Division, or if subject matter jurisdiction is lacking, in the Court of Common Pleas of Erie County, Pennsylvania and the parties hereby consent to the exclusive jurisdiction of such courts in respect of such action or proceeding. The School District and Transportation Solutions agree that the venue provided above is the most convenient forum for both Parties. Transportation Solutions waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Contract.

**XIII. COMPLIANCE WITH ALL LAWS, REGULATIONS AND POLICIES**

Transportation Solutions agrees to comply with all statutes and regulations of both the Commonwealth of Pennsylvania and the United States and to further comply with all of the policies of the School District as may be applicable.

**XIV. ASSIGNMENT OF AGREEMENT**

Transportation Solutions agrees not to assign this Agreement to a third party.

**XV. AMENDMENT OF AGREEMENT**

The parties agree that this Agreement may be amended at any time by mutual agreement of the parties in a writing to be attached to the Agreement.

**XVI. AGREEMENT SUPERSEDES PREVIOUS AGREEMENTS**

The parties agree that this Agreement supersedes any and all other Agreements, either oral or in writing, between the parties and that no other agreement, statement or promise related to the subject matter of this Agreement that is not contained in it shall be valid and binding.

Executed at Meadville, Pennsylvania, on the day and year first written above, with the intent to be legally bound.

TRANSPORTATION SOLUTIONS

BY: Brenda Bennett  
Brenda Bennett, President  
Transportation Solutions

ATTEST:

CRAWFORD CENTRAL SCHOOL DISTRICT

\_\_\_\_\_  
Lisa L. Pittner, Secretary of the Board  
of School Directors

BY: \_\_\_\_\_  
Jan A. Feleppa, President of the Board  
of School Directors

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