

ATTACHMENT A

The parties, including First Student Inc., (sued herein as First Student Bus Company) by and through authorized counsel, and the Pine Bush Central School District, in exchange for good and sufficient consideration, hereby agree to the following terms:

1. The Pine Bush Central School District [hereinafter "the District"] acknowledges that the safe and secure transporting of its students is its responsibility and that its employ of a contractor or vendor to provide said service does not relieve it of the responsibility to insure the safe and secure transport of its students. Notwithstanding the foregoing, First Student Inc, (sued herein as First Student Bus Company), shall not be relieved of any of its duties and responsibilities pursuant to law, regulation and its contract with the District to provide and insure the safe and secure transportation of the District's students.

2. By July 1, 2016, the District shall identify and publicly designate a full-time transportation compliance/safety officer who it shall employ and who shall be responsible for insuring that transportation for all students is provided in a safe and secure manner.

3. The District shall require that each and every private company which transports District classified or special needs students to a private school or BOCES-operated program serving only classified students whose management needs require the assignment of a monitor or aide shall have at least two video cameras on each school bus transporting said classified or special needs students and shall maintain the footage from these cameras on these particular buses for a period of 18 months. Said cameras shall be equipped to record both video and audio interactions on said buses.

4. Each bus or van which transports classified students resident in the District to a private school or BOCES-operated program serving only classified students and whose management needs require the assignment of a monitor or aide shall have at least one trained monitor or aide assigned to it.

5. Consistent with school board policy, [Attached as Exhibit 1 hereto], the transportation vendor shall provide immediate access to all of the tapes maintained by the vendor to the District's designated transportation compliance/safety officer who shall conduct periodic and random reviews of these recordings.

6. The District's designated transportation compliance/safety officer shall be authorized to require any employee of the bus company to respond to questions concerning the observed footage and the vendor must cooperate with such inquiry and make such cooperation a condition of employment for its employees. Notwithstanding the foregoing sentence, the District shall have no right to supervise, manage or otherwise discipline any employee of the bus company, provided that in any instance where, following investigation, the District concludes that discipline is appropriate, it shall promptly so advise the vendor which shall take appropriate action and report the same to the District.

7. The District shall require each vendor to immediately report to the District's compliance officer and the affected student's parent or guardian any instance of physical contact or verbal abuse of which it becomes aware. In any such instance, subject to compliance with the Family Educational Rights and Privacy Act ("FERPA"), the District shall promptly make available to the student's parent the video of any ride during which abuse has been observed or reported and any other preserved video which the parent requests to view. In any such case, following investigation and where warranted, the private vendor shall promptly impose appropriate discipline upon any offending employee and any employee who enabled or failed to report the observed abuse. The vendor shall be required to report such discipline to the school District which shall advise the parent of the same.

8. Reporting of any such abuse/mistreatment shall also cause the District to conduct its own investigation. To the extent consistent with its obligations under applicable laws and regulations, the District shall report the results of its investigation, which shall be timely completed, to the parent[s] and, if warranted, to Child Protective Services and/or local law enforcement agencies.

9. At the commencement of each school year, the District shall include in the school calendar distributed to all parents the contact information of the District employee responsible for transportation who may be contacted with any concerns regarding transportation. In addition, the District shall post this information on its website.

10. For classified students who are placed in a private school or BOCES-operated program, which serves only classified students and whose management needs require the assignment of a monitor or aide, the District shall notify parents in writing at least once each year with the contact information of the District employee responsible for transportation. In that same written notice, the District shall encourage parents to share with the transportation provider information and strategies to address and de-escalate his/her child's disruptive behavior.

11. Annually, the District's designated transportation compliance/safety officer shall submit to the School Board a report concerning his/her observations, including data revealing the number of observed physical assaults of students on District buses.

12. In contracting with First Student Inc., (sued herein as First Student Bus Company), the District shall require that First Student Inc., (sued herein as First Student Bus Company) identify each person it intends to utilize as a driver and/or aide on buses carrying classified children for the forthcoming school year [including substitutes] and the District/ First Student Inc., (sued herein as First Student Bus Company) shall provide each with a mandatory three-hour training module on how to [a] respond to

students with special needs; [b] intervene to prevent mistreatment/abuse in real time and [c] report observations of abuse or suspected abuse. Said training shall be approved by the District and provided by persons trained in teaching special needs students.

13. The District shall offer an annual training for the parents of classified children during which it reviews with them its policies for reporting suspected mistreatment or abuse of students during transportation to and from school, including the requirements of this agreement. At such training, the District shall provide [as it shall on-line as well] a written form by which parents and/or legal guardians may register complaints with regard to any conduct by either a driver or aide on the school bus.

14. Parents shall be advised that they are to return any completed forms to the transportation compliance/safety officer who shall stamp and date each form s/he receives, provide a copy of the same to the parent and - be responsible for maintaining each such form.

15. The transportation compliance/safety officer shall promptly investigate each received complaint and shall be authorized to direct the vendor to remove a driver or aide pending his/her investigation. In each contract it signs with a transportation vendor, the vendor must explicitly agree to this authority.

16. The terms of this agreement shall commence as of the date it is executed by an authorized official of the District's Board of Education and end June 30, 2018, provided that should the District continue to contract for student transportation with First Student Inc., (sued herein as First Student Bus Company) beyond that date, the terms of this agreement will automatically continue for the duration of the further contract.

17. The signatories to this agreement shall implement these provisions in good faith. Should either plaintiff learn of any violation of these provisions, his/her counsel shall advise counsel for both the District and the private vendor of the claimed violation. If the parties have been unable to resolve the

alleged violation within fifteen calendar days, either plaintiff may seek enforcement of the allegedly violated provision by filing an application for enforcement with the Court.

18. This agreement is subject to the approval of the District's Board of Education.

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as First Student Bus Company)

JOAN CARBONE
SUPERINTENDENT OF SCHOOLS
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