

FORM OF CONTRACT FOR TRANSPORTATION SERVICES

CONTRACT FOR TRANSPORTATION SERVICES

This **CONTRACT FOR TRANSPORTATION SERVICES** (the "Contract") is made this 7th day of September, 2022, by and between the **TORRINGTON BOARD OF EDUCATION**, hereinafter called the "Board," and All-Star, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Board wishes to obtain, and the Contractor wishes to provide, certain transportation services pursuant to the terms and conditions of this Contract and that certain Request for Proposals issued in connection with the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follows:

1. TERM

- A. The term of this Contract shall be for a term of five (5) years beginning on July 1, 2022 and terminating on June 30, 2027, unless terminated earlier pursuant to the terms hereof (the "Term"). It is anticipated that the transportation services described in this Contract will be needed for the school year, but the Board reserves the right to cancel in its entirety or in part or alter this service because of enrollment changes, budget consideration, incompatibility of students and/or drivers and/or aides, or unforeseen circumstances which require a change.

2. SCOPE OF WORK

- A. The Contractor agrees that it will transport Students (as hereinafter defined) to and from those schools listed on Exhibit A attached hereto and made a part hereof (all, collectively, the "Schools" and each, individually, a "School") at such days, times, routes, and stops designated and approved by the Board pursuant to Section D below. The Schools are subject to amendment by the Board. The Board's current tier system is a three tier system which is reflected on Exhibit A. If requested by the Board, the Contractor shall also provide transportation for out-of-district special education transportation, extracurricular or field or sports trips.
- B. The Contractor shall furnish Transportation Services (as hereinafter defined) to transport all students attending the Schools (all, collectively, the "Students" and each, individually, a "Student") to and from the Schools and any out-of-district special education transportation, extracurricular or field or sports trips to the extent requested by the Board, which Transportation Services shall include, without limitation, personnel, supervisors, Vehicles (as described in more detail in Section 4), Vehicle Operators (as hereinafter defined), equipment, maintenance services and other services required to provide such Transportation Services.
- C. There shall be a sufficient number of Vehicles to ensure seats for all passengers at all times, Exhibit C. Standees or overloading of the Vehicles shall not be

permitted at any time.

- D. The Contractor will provide and maintain a computerized transportation routing system. The establishment of routes and stops is the responsibility of the Contractor. The Contractor will provide the Board with routes in accordance with the following:
1. The Board shall provide the Contractor with student rosters electronically by July 15 of each year during the term of this Contract,
 2. The Contractor shall electronically deliver updated routes to the Board three (3) weeks prior to the start of School each year. After reviewing such information and conferring with the Board, the Contractor shall prepare a list of any suggested modifications,
 3. The Board reserves the right, at any time upon written notice, to amend the times, routes, and/or stops to be made by the Contractor. The Contractor cannot amend the time, routes and/or stops without the prior consent of the Board.
 4. All routes shall be in conformance with the Board's transportation policy requirements, as such policy may be modified from time to time.
- E. SUBJECT ONLY TO THE REQUIREMENT THAT THE SAFETY OF CHILDREN AND OTHERS IS OF PARAMOUNT IMPORTANCE, TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.
- F. The Contractor shall provide a full-time qualified and experienced person (the "Manager") who will be responsible for the general overall supervision and execution of the Transportation Services required by this Contract. The District provides the safety rules and regulations. The bus company provides completion of the mechanical work. Unless the Board agrees otherwise, the Manager must be stationed at the bus lot in the City of Torrington (Terminal) during school hours that Vehicles are providing the Transportation Services by this Contract. The Manager must be supplied with high speed internet access to communicate with the Board. The Manager shall (i) not be a regular Vehicle Operator; (ii) not drive a Vehicle or leave the vicinity of the Terminal during such hours unless an emergency exists, (iii) be available by cell phone at all times; and (iv) act as the liaison between the Contractor and the Board. The Manager shall be available or accessible at all times during the times that vehicles are operating to receive inquires and instructions from the Board or its agent.
- G. Contractor is required to provide a sufficient number of phone lines to meet the ongoing operating needs of the Transportation Services required by this Contract. Further, the Contractor shall provide a designated phone number for the Board to use in case of emergency only.
- H. The Contractor will, at its sole expense, be responsible for installing and operating

a fax machine at the Terminal, and the necessary phone line. Additionally, the Terminal will have high-speed Internet access, with an email address made available to the Board to facilitate email communications. Said email account shall be active and checked regularly throughout the day by the Contractor. The Contractor will have computer equipment sufficient to allow the use of common word processing and spread sheet programs and computerized routing system software. In order to facilitate communications with the Board in similar formats, the use of Microsoft Word, Outlook, and Excel by the Contractor are required.

- I. The number of days the Transportation Services required under this Contract shall be performed by the Contractor for the Board is described on the Proposal Form. The Board shall provide to the Contractor for each school year during the term of this Contract a copy of the school calendar setting forth the days Schools are open. Should Transportation Services hereunder be required for more than the number of days reflected on the Proposal Form for a particular school year, the Contractor shall be compensated for providing Transportation Services for such additional day(s) based upon the daily rate set forth in Exhibit B attached hereto and made a part hereof (the "Daily Rate").

The Contractor shall provide the Transportation Services hereunder on every day that each School is in session. When some Schools are closed for any reason (including "Acts of God"), Transportation Services are to be performed for those of the Schools that are open and on such other days as the Board declares official school days. In the event of such an Act of God, the Contractor and the Board agree to negotiate to amend this contract to ensure that the Contractors necessary costs to maintain its readiness at the conclusion of the Act of God are supported by the Board.

The Board will pay at the Daily Rate for any Transportation Services hereunder actually performed by the Contractor for the Schools that are open on days that are not official school days, provided, however, there will be no incremental costs, or additional fees, charged over and above the Daily Rate.

The Contractor shall also provide Transportation Services for the following: early dismissals or late openings of any and all Schools for parent conferences, special events, weather or civil emergencies, etc., and dismissal as required during examination weeks at an hourly rate

- J. Each Vehicle Operator shall know his or her assigned route, including all stops, prior to the start of the school year. Each Vehicle Operator shall drive through their entire route prior to the start of the school year. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the Students, and the Contractor shall advise the Board of the same.

The Contractor shall have any new or substitute driver drive through the route prior to performing the route with Students. The cost of any trial runs shall be

borne by the Contractor and will not be billed to the Board.

- K. The Contractor will be required to consult with the Board, during the times of inclement weather, about road conditions, and the potential of School closings. The Contractor shall be responsible for providing the regularly scheduled Vehicles in the event that Schools are closed early during any school day due to weather conditions, or other emergency, declared by the Board.
- L. During the term of this Contract, the Board may modify routes and/or the numbers of Students and Schools to ensure the most cost-efficient and effective Transportation Services. The Board retains the right to obtain Transportation Services from other transportation providers. The Contractor is required to work to better utilize the Vehicles by tiering and integrating routes whenever possible.
- M. The Board may designate routes for the Contractor to perform in addition to those given to the Contractor at the start of this Contract or at the start of a School year. Prior to additional routes being assigned to the Contractor during the term of the Contract and the Contractor agreeing to perform such additional routes, the Board shall notify the Contractor if provisions of this Contract shall be modified as a condition to receiving such additional routes.
- N. The Board reserves the right to use other contractors for out-of-district special education transportation, extracurricular or field and sports trips, as well as additional transportation needs for other reasons.
- O. The Contractor shall maintain, preserve and keep all Vehicles in good repair, working order and condition at all times and shall furnish all necessary oil, grease, tires, maintenance and repairs throughout the entire term of this Contract. The Board shall have the right to review Contractor's maintenance records.

3. PAYMENT AND COMPENSATION

- A. Based upon the amounts set forth in Exhibit B attached hereto and made a part hereof ("Exhibit B"), payments for properly performed Services rendered shall be made upon receipt of a properly itemized invoice. The Board shall pay the per vehicle per day price shown in Exhibit B. The amount paid may be adjusted as described in Exhibit B. The Board shall only pay the Contractor for Services for the actual number of Vehicles in use providing Services each day. The Board wants to take advantage of \$20,000 deduction for paying for the basic transportation at the start of the school year. If such advance payment is made, in the event that this Contract is terminated for any reason, the Contractor shall immediately provide a final accounting of services provided from the commencement of services for the school year through the termination date, it may retain any amounts of the advance payment that are compensation for services performed prior to the termination date and it shall immediately reimburse and pay to the Board the remainder of the advance payment that is

attributable to the remaining compensation.

If such advance payment is made, in the event that for any reason services are not provided, the number of vehicles needed for the school year is reduced, or the Board is otherwise entitled to reduce or deduct sums from amounts to be paid to the Contractor, then the Contractor shall immediately pay such amounts to the Board upon notice from the Board of the amounts.

No payment will be made for buses that are scheduled to operate but that fail to provide Services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the Board to be under the control of the Contractor.

The Contractor(s) shall maintain records during the term of the Contract(s) and for three (3) years thereafter, of the daily Services provided to the Board on a route-by-route basis, and shall submit such records upon request by the Board for audit in support of each of the monthly invoices. Such records shall include the number of buses operating each day for each route. In January of each year of the term of this Contract, the Board shall be entitled to assess the ridership for the applicable school year to date and, as appropriate, require the Contractor to reduce the number of buses utilized by the Contractor in the performance of the Transportation Services.

- B. The parties agree that other than the compensation described in Section A above, no other compensation shall be due and owing to the Contractor by the Board for the Services, which Services are deemed to include, without limitation, the costs associated with the following: the Vehicles (including mileage), Vehicle Operators, maintenance of Vehicles, labor, materials, equipment, permits and licenses, and other facilities necessary to provide the Services.
- C. For summer school transportation, the cost per day is for the use of the vehicle for the day.
- D. The price payable for each Vehicle used in providing regular daily transportation is detailed in Exhibit B. The number of Vehicles needed under this Contract may vary. The Contractor shall charge the Board the Daily Rate for the actual number of Vehicles in use each day providing Services. The cost of each Vehicle will be determined by the type, and the cost per day, specified for that type of Vehicle as listed in Exhibit B. If, for any reason, a route is combined or tiered, the Board shall receive full credit for such combined or tiered route.
- E. There is a mutual understanding by the parties hereto, for the need to meet all requirements related to the Services, including, without limitation, timeliness as well as operating within the financial constraints that may result from limited funding. To this end, the Contractor agrees to work closely with the Board's staff to create the highest level of efficiency while maintaining performance standards.
- F. There is a mutual understanding by the parties hereto, for the need to meet all

requirements related to the Services, including, without limitation, timeliness as well as operating within the financial constraints that may result from limited funding. To this end, the Contractor agrees to work closely with the Board's staff to create the highest level of efficiency while maintaining performance standards.

- G. Any bus issues will be solved in a timely collaborative manner by the Contractor and the district. The Contractor shall have 90 school days to remedy the bus issue. If the bus issue is not remedied within 90 school days, then Contractor shall remove, or the Board may deduct, from the monthly installment due, hereunder or any other payment due Contractor, as liquidated damages, the cost of the vehicle per day for each day that the condition continues to exist on the vehicle. Due to redistricting occurring in future school years, the Contractor will have 6 months to remedy bus issues.

This stipulation shall not apply in times of inclement weather or other times when hazardous conditions exist, or the safety of the Students is involved.

- H. The Board has included these non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Board and Contractor agree that in certain circumstances, the actual amount of damages incurred by the Board will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Board may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Board will not pay for any services that have not been provided. The Board shall have the right to terminate the Contract where the Contractor has failed to meet its obligations under the Contract, whether or not the Board imposed non-performance damages. It is understood and agreed by the Contractor, that the assessment of non-performance damages shall be in addition to the right of the Board to terminate this Contract and that in the event of termination, the above penalties will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the Board under this Contract, in law and equity.

- I. In the event of redistricting or restructuring to accommodate changes in student population, the Contractor agrees to meet the Board's requirements over the remainder of the Term of the Contract. Whatever form such redistricting or restructuring may take, it may mean substantial changes in transportation routes and schedules. The decision to redistrict or restructure remains solely with the Board. In the event that such restructuring or redistricting results in grades being transferred to different schools or the introduction of a third bus tier, the parties agree to determine, if any, changes in labor and maintenance costs caused by such changes and adjust the daily rates for the same. Such changes shall not take effect until the next school year. The claimed changed costs must be directly attributable to changes in driver hours and/or fleet mileage, in both cases compared to the same size fleet totals for the prior school year. The Contractor shall provide to the Board documentation and any additional information

reasonably requested by the Board relating to any increased costs of the Contractor. In the event that the Contractor cannot provide reasonable proof of the increased costs, there shall not be any increased costs. In the event the parties are unable to agree on the changed costs calculation, they shall submit the dispute to the American Arbitration Association whose cost shall be borne equally. Following an arbitrator's ruling, either party shall have the right, for ninety days from the date of the ruling, to cancel commencing in the next upcoming school year, the remaining term of the Agreement with six months' notice to the other party. The parties shall complete the then current school year of the contract.

4. VEHICLES

The Contractor agrees, and is responsible for, the following conditions regarding buses and other student transportation vehicles used to perform the Services (all, collectively, "Vehicles" and each, individually, a "Vehicle") under the terms of this Contract.

- A. The Contractor shall provide fifty-one vehicles (or such lesser number as required by the Board), Exhibit C, the age of which shall not exceed ten years at all times during the Term of this Contract. The number of vehicles actually used for the performance of Services hereunder may be increased or decreased, as the needs of the Board change. Vehicles will be furnished in such number as deemed necessary by the Board for the transportation of Students.

The Contractor shall be responsible for providing any additional vehicles that may be determined by the Board. The Board may decrease the number of Vehicles being used.

- B. All Vehicles and other equipment shall be in compliance with all laws, rules, regulations, and policies of Federal, State, and Local governments pertaining to Vehicles. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations, and policies.
- C. The Contractor shall provide the Board at least one (1) week prior to the start of each school year, and updated as necessary, with a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the Services, including, without limitation, the following information: the fleet number, route number, year of manufacturer, make of the chassis, make of body, and seating capacity. In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice to the Board, it shall be replaced with a newer or equivalent-in-age Vehicle. Such replacements are subject to the approval of the Board.
- D. All Vehicles must be maintained so as to ensure proper starting, good visibility, and safe operation during all types of weather.
- E. Throughout the term of this Contract, the Contractor must present to the Board, a copy of the most recent State Motor Vehicle Inspection for each Vehicle.

- F. The Contractor shall be responsible for having all Vehicles inspected.
- G. The interior of all Vehicles must be kept at comfortable temperatures while providing Services for Students. All Vehicles must be heated.
- H. The interior and exterior of all Vehicles must be kept in a condition of cleanliness, mechanical order, and safety, meeting all requirements of the Board, the State of Connecticut, including the State Board of Education and the State Department of Motor Vehicles, the Federal Government, and all applicable federal and state statutes, regulations, and rules, as amended from time to time.
- I. The Vehicles and any and all records concerning such Vehicles shall be subject to inspection by the Board at such times and locations and in such manner and by such qualified persons as the Board may designate.
- J. All Vehicles must be equipped with a two-way radio, or comparable communication device (i.e., cell phone) with a range that covers the entire transportation area to ensure constant contact between Contractor and Vehicle Operators. The Contractor shall provide the radio frequencies (or phone numbers) to the Board, and the Board reserves the right to monitor radio communications.
- K. The Contractor is required to provide video cameras in the Vehicles. The video systems shall be in good working order at all times. The Contractor shall have an effective preventative maintenance program in place for the video cameras. The video monitoring shall not include audio recording and use of such electronic monitoring shall be in compliance with the Board policy on student data privacy and confidentiality of student records. All Contractor use of video monitoring shall be in compliance with Board policy and applicable law.
- L. The Contractor is required to provide Global Positioning Systems (Zonar). The GPS must be in good working order and must be able to show the current location of the Vehicle, exact path of the Vehicle, stops made, and the speed of the Vehicle.
- M. All Vehicles must be equipped with appropriate safety features and student transportation markings as required by State and Federal Law.
- N. All Vehicles must be equipped with front-mounted pedestrian safety arms and an eight light warning system.
- O. All Vehicles shall be equipped with electronic "Child Check Systems" to ensure no students are left on any Vehicle after a run.
- P. The Contractor must maintain Vehicles in compliance with all Federal, State, and Local laws, rules, and regulations.
- Q. The Contractor must provide the Board, on request, copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of

all Vehicles and related equipment, and shall keep written records showing such inspections, as required by law, so that the Board or their authorized agents may, at any time, request the written record of the inspections made by the Contractor.

- R. The Contractor shall be responsible for obtaining a parking lot for the Vehicles and for the security and safety of the Vehicles, and any lot, all at its sole expense.
- S. The Contractor shall allow the Board, or its duly authorized agents, to inspect any and all Vehicles, and their operation, at reasonable times, by: (i) riding the same as a passenger; (ii) by having them mechanically inspected; or (iii) by using any other reasonable means. The Contractor shall assist the Board and such agents in effecting said inspections, and shall provide the Board with access to the Vehicles for inspection purposes.
- T. The Board or any authorized agent may, with written notice, require Contractor to discontinue the use of any Vehicle which the Board judges to be hazardous, mechanically defective, or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.
- U. All lettering must be in accordance with the applicable State of Connecticut regulations. Permanent lettering may be required by the Board, such as route numbers, letters, school district, and/or school.
- V. Upon request from the Board, the Contractor shall provide buses and drivers, without any additional charge or cost, to all Schools, twice per year, for Bus Evacuation Training or more frequently if required by law.

5. VEHICLE OPERATORS

The Contractor agrees, and is responsible for, the following conditions regarding operators of Vehicles (all, collectively, "Vehicle Operators" and each, individually, a "Vehicle Operator"):

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Vehicle Operators shall be of good character and be able to use sound judgment. Subject to any applicable confidentiality requirements, the Board reserves the right to review all personnel records of personnel used in the performance of the Services. All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut and no other Vehicle Operators may be used. All Vehicle Operators shall be in compliance with all Federal, State, and Local laws, rules, and regulations.
- B. The Contractor shall provide the Board upon request, the following information concerning each Vehicle Operator, and shall keep the list of Vehicle Operators and applicable personnel information on file, updated, so that it is available to the Board upon request, including, without limitation, the following information:

1. Name of Vehicle Operator,
 2. Address,
 3. Telephone Number,
 4. Date of Birth,
 5. Certificate of Physical Examination,
 6. Date of School Bus Endorsement, and
 7. Operator's License Number
- C. At its own expense, and in accordance with all State of Connecticut and Federal requirements, the Contractor shall provide for physical examinations of those persons it shall employ as Vehicle Operators.
- D. The Contractor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state, and local laws, rules and regulations, to ensure continued state certification of all Vehicle Operators. Vehicle Operators who do not meet the minimum training requirements each year per state statute, shall not be permitted to provide Services. The Contractor shall have a school bus safety program consisting of monthly meetings with Vehicle Operators, to in part, address driver responsibility and procedures related to the Services. The Contractor shall allow the Board to actively participate in the school bus safety program, including, without limitation, the setting of the agenda, for the monthly meetings and/or the attendance at such meetings.
- E. The Contractor shall make all persons providing Services, including, without limitation, the Manager, Vehicle Operators, and driver trainer, available for meetings with the Board upon its request.
- F. The Board or its authorized agents, may approve or disapprove, prior to and during employment, a Vehicle Operator. Notification shall be made by the Board to the Contractor of such Vehicle Operator, or Vehicle Operators, that are considered unsatisfactory by the Board. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract and shall be immediately removed from providing Services under this contract, upon notification from the Board.
- G. The Contractor shall perform criminal background checks (including fingerprinting) on any manager, dispatcher, School Bus Drivers and/or bus monitors, prior to being assigned a route, who provide the Services pursuant to the Contract. The Contractor shall also perform, and any School Bus Drivers and/or bus monitors assigned to perform services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry"). If the Contractor receives any information that any employee has a criminal record or a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry and any other related information to the Board. Contractor agrees that all background checks shall comply with Section 10-222c of the Connecticut General Statutes, and Contractor

shall immediately notify the Board of any findings required to be reported by such law. The Contractor shall also provide the Board with a certification of compliance with these requirements in writing.

- H. The Contractor shall comply with all Federal, State, and Local laws, rules, and regulations regarding drug and alcohol testing, including but not limited to the Omnibus Transportation Employee Testing Act of 1991. Proof of compliance shall be available to the Board upon request.
- I. No alcoholic beverages or illegal intoxicants may be brought to, or consumed upon, Torrington Public Schools' premises, School property, or in any Vehicle, by any employee or agent of the Contractor or Vehicle Operators, nor shall any such employee or agent or Vehicle Operator, be under the influence of or impaired by, any alcoholic beverages, illegal drugs, or prescription drugs. Additionally, no smoking is allowed on the Vehicles, or on School property, by Contractor's employees and agents or Vehicle Operators.
- J. The Vehicle Operator is responsible to see that all Students are seated and remain seated, while the Vehicle is in operation and that Vehicles are fully stopped before discharging or picking up students.
- K. The Vehicle Operator may not operate a Vehicle at excessive speed.
- L. The Vehicle Operator does not have authority to refuse any Student who is eligible for Services, the right to ride in the Vehicle. Conversely, the Vehicle Operator is responsible for limiting passengers to those eligible to ride and shall not operate a Vehicle in excess of rated capacity.
- M. Contractor will comply with minimum wage standards set by law, as to all of its employees while they are engaged in work, under any contract or agreement between Contractor and the Board.
- N. The Contractor shall employ a qualified "Driver Trainer" who will also personally travel each route with the assigned Vehicle Operator at least once per year to survey not only the Vehicle Operator's performance, but route hazards and equipment efficiency. At the end of each month, the Contractor shall provide the Board a report detailing the routes and Vehicle Operators that were observed by the Driver Trainer pursuant to the requirements of this section. The Driver Trainer must also perform random road checks, with Students on Vehicles, upon the Board's request and submit written reports of such checks to the Board.
- O. Each Vehicle Operator will comply with State Regulation §22a-174-18(b)(3)(C) that establishes a limit on the amount of time motor vehicles are allowed to idle.
- P. Under no circumstances shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by the Board, nor shall a Vehicle Operator remove a Student from a Vehicle providing Services, hereunder before reaching the Student's intended destination, except in the case of

an emergency.

- Q. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason, the Operator must immediately notify the manager who will immediately notify the Board.
- R. The Vehicle Operator shall not conduct personal business while performing Services, including, without limitation, the use of a cell phone, or texting, or similar device, including head phones, or ear buds, or making unauthorized stops.
- S. The Board may use monitors on Vehicles at any time Services are being provided. Upon request, the Contractor shall facilitate the use of monitors through route modifications, monitor pick-up or delivery, monitor oversight, or such other functions, as deemed necessary by the Board. Vehicle Operators will be expected to assist monitors to enforce reasonable discipline on the Vehicle.
- T. The Contractor shall provide standby Vehicle Operators in such numbers as are necessary, to ensure no lapse in Service and no less than an amount that is ten percent (10%) of the total of all Vehicle Operators. Such standby Vehicle Operators shall meet all of the requirements of this Contract.
- U. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- V. All office staff and drivers provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the Board in a positive way. All bus drivers must wear photo identification tags provided by the Contractor whenever they come in contact with Students or School building personnel while working in their assigned tasks.
- W. The Board may choose to require that all Vehicle Operators participate in an annual, two-hour maximum workshop organized and conducted by Board staff. All costs of Vehicle Operator attendance are to be paid by the Board.

6. STUDENTS

- A. Contractor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off, including using the child check system. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. Vehicle Operators must remain on the bus at all times when Students are aboard, unless relieved by authorized personnel.
- B. Only individuals specifically designated or authorized by the Board and/or the Contractor, will be allowed to ride the Vehicles. Vehicle Operators are responsible for limiting passengers to those eligible to ride and shall not operate a bus in excess of rated capacity.

- C. The Board hereby delegates to the Contractor the necessary authority to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the Board. If the Board supplies a rule book to the Contractor, the Contractor and their employees are responsible for knowing such rules. Such authorization shall not, however, include the right to administer corporal punishment, or the right to remove any Student from the Vehicle before it reaches its destination, or otherwise under circumstances, which may or are likely to result in injury or danger to any Student. The Vehicle Operator shall enforce such rules and shall report on the Student Discipline Form to the appropriate Principal the names and circumstances of Students who violate such rules and cannot be managed by the Vehicle Operator. If a meeting is required to deal with any discipline issue, the Contractor shall make the Vehicle Operator available for said meeting.
- D. The Contractor shall be fully responsible for the care and supervision of Students during their transportation. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle and is clear of the roadway at the designated place.
- E. In the event of disciplinary infractions by Students on Vehicles, which in any way imperil safe operations, Vehicle Operators shall stop the Vehicle immediately, inform the Manager via radio of the foregoing, and not proceed until discipline is voluntarily restored. The Vehicle Operator shall report all such occurrences to the Contractor, and the Contractor shall notify the School the student attends for action. However, under no condition shall a Student be "put off" a Vehicle for any reason while it is in transit, and thereby exposed to the hazards of walking, either on the way to School, or on the way home, as punishment by the Vehicle Operator. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior.
- F. The Contractor agrees that in transporting Students, there will be no transferring of Students from Vehicles without parent completion of proper notification protocols.
- G. The Contractor, along with the respective Vehicle Operator, will be responsible for the safety and supervision of the Students transported under the Contract. No pre-school through second grade Students are to be released without supervision. If there is no one to meet the Student, the Student is to be kept on the Vehicle, and the Manager is to be notified IMMEDIATELY. The Manager is then to notify the Board for further instructions.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall, defend, indemnify and hold harmless, the Torrington Board of Education and City of Torrington and all of their officers, employees and agents, from and against any and all claims, losses, liability,

damages, penalties, judgements, awards and expenses, including attorney fees and any other costs and obligations arising from, relating to an alleged to arise from Contractor's breach of this Agreement, the negligence and willful misconduct of Contractor and any of their officers, employees, agents, and subcontractors, and any other action or event arising out of, or in any way connected with this Contract. The Contractor agrees that the Board shall have the right to participate in the defense of any such claim through counsel of their choosing. This indemnity shall not be affected by other portions of this Contract. This provision shall survive the termination of the Contract.

8. LAWS AND BOARD POLICIES

- A. The Contractor shall comply with the laws, rules, regulations, and policies of Federal, State, and Local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar and abide with all of the aforesaid laws, rules, regulations, and policies as well as the contents of any transportation manual or other rules, regulations, and policies which the Board might publish.
- B. The Contractor will comply with the State Occupational Safety and Health Act ("SOSHA") and the "Toxic Substance Act" ("Right to Know Act") with respect to all operations or activities at the Schools' premises.
- C. The Contractor must be familiar with any and all policies, or regulations, of the Board which affect the Services and that have been, or will be, distributed to it during the term of this Contract.

9. STUDENT DATA PRIVACY

- A. Student Data. This Section shall identify the obligations of the parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data") received or obtained by the Contractor in connection with this Contract.
- B. Definitions. For purposes of this Contract, "directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Connecticut Public Act 16-189. "Education records" shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).
- C. General Provisions.
 - 1. All student data provided or accessed pursuant to this Contract is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
 - 2. The Board may request that the Contractor delete or destroy student data in

the Contractor's possession by sending such request to the Contractor by electronic mail. The Contractor will delete or destroy the requested student data within two (2) business days of receiving such a request.

3. The Contractor shall not use student data for any purposes other than those authorized in this Contract, and may not use student data for any targeted advertising.
4. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's applicable policies, if any.

D. Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

E. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Contract.
2. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.

F. Data Breaches

1. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the

suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to the Superintendent and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

Names of student(s) whose student data was released, disclosed or acquired;

The nature and extent of the breach;

The Contractor's proposed plan to investigate and remediate the breach.

2. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
3. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications required by state law.

G. Term and Termination.

1. Upon the expiration or termination of this Contract, for any reason, Contractor shall return or, if requested by the Board, delete or destroy all student data maintained by Contractor on behalf of the Board, without retaining any copies.
2. The provisions in this Section shall remain in effect while this Contract is in effect, shall survive the termination of this Contract and shall terminate when all of the student data maintained by Contractor on behalf of the Board is returned to the Board and/or properly and completely deleted or destroyed.

10. COMPLAINTS

The Contractor will investigate all complaints, keep a log of such complaints, and will report any action taken to the Board, or any authorized agent, within 24 hours from such action.

11. ACCIDENTS AND BREAKDOWNS

Any accident involving a Student or the Services shall be reported orally to the emergency number(s) provided by the Board IMMEDIATELY. The Contractor shall send a Manager, Dispatcher, or Driver Trainer to the scene of each accident who will obtain all appropriate information to fill out an accident report. The Contractor shall (i) prepare a written report of any such event and deliver it to the Board as soon as possible and not later than twenty-four (24) hours after such event; and (ii) provide the Board with a copy of the police report issued for such event as soon as such report is available. If a Vehicle breakdown occurs, the Vehicle Operator shall immediately notify the Contractor and the Contractor shall immediately send a replacement Vehicle and notify the Board.

12. INSURANCE

- A. The Contractor will provide the Board prior to the execution of this Contract, and will provide during each year of this Contract, prior to July 1st, and will replace twenty (20) days prior to the renewal date, at its own cost and expense, Evidence of Insurance in form and substance satisfactory to the Board, written by sureties or insurers, licensed in the State of Connecticut. All certificates shall be approved by the Board prior to commencement of the Services. The Contractor shall maintain insurance of the kinds, and in the amounts, specified hereunder. Such Certificates of Insurance shall contain a provision that Torrington Board of Education, Torrington Public Schools, the City of Torrington, and their respective agents and employees, are "Additional Insureds" on all policies. In addition, the Board shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to, or cancellation of, any or all insurance policies required under this Contract.
- B. The policies required under this Contract shall be with an insurance company with an AM Best Rating of A-VII, or better licensed, to write such insurance in the State of Connecticut and acceptable to the Board.
- C. If, at any time, any of the insurance policies shall be, or become, unsatisfactory to the Board in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the Board, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to the Board for approval.
- D. The failure of the Contractor to maintain the required insurance or to furnish or deliver the insurance certificates, shall give the Board the right, at their election, to terminate the Contract in accordance with Article XIII hereof.
- E. The insurance types and minimum limits of coverage required pursuant to this Agreement are as follows:
 - 1. The Contractor shall provide and maintain in force for the full term of the Contract Workers' Compensation Insurance, in accordance with the statutory requirements of the State of Connecticut and Employer's

Liability, limits of \$1,000,000.

2. The Contractor shall maintain general liability insurance for bodily injury, Personal Injury, Independent Contractors, and Contractual Liability and Property Damage, with a combined single limit, of not less than \$15,000,000 per accident.
 3. The Contractor shall maintain automobile liability insurance for Bodily Injury, Property Damage, and Contractual Liability, with a combined single limit of not less than \$15,000,000 per accident.
 4. Sexual Misconduct and Corporal Punishment insurance must be provided with limits of at least \$1,000,000, and must include an additional insured endorsement naming Torrington Public Schools, Torrington Board of Education, City of Torrington, and any of their public officials, agents, employees, and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Auto exclusion on the General Liability policy does not apply to this coverage.
 5. Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut laws.
 6. All Contractor coverage shall be primary and non-contributory.
- F. The Contractor and its insurers shall waive all rights of subrogation against Torrington Board of Education, Torrington Public Schools, the City of Torrington, and their respective officers, agents, servants, and employees, for losses arising from services or work performed under the Contract.
- G. In fulfilling Contract obligations or in the providing of Services, care must be exercised by the Contractor to avoid damage to, or disfigurement of the buildings, equipment, driveways, or other property of the Board. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

13. PERFORMANCE BOND

- A. The Contractor shall furnish, upon request, to the Board, a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the Board, assuring the faithful performance of the Contract. The Bond shall be equal to 100% of each year's estimated Contract price, as reviewed and agreed upon by Board. The Contractor must send such Performance Bond to the Board prior to the commencement of each school year, unless such requirement is waived by the Board in writing. Each such Performance Bond shall be furnished by a surety company acceptable to the Board and licensed and authorized to do business in the State of Connecticut. If the Board requests a Performance Bond, the Bond shall be provided at the rate set

forth on Exhibit B.

- B. Failure to deliver the Performance Bond upon request shall be considered a default under this Contract.
- C. Should the Contract price for any year increase during the year, the Board may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of the school year.

14. **DEFAULT AND TERMINATION OF CONTRACT**

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board, (i) has failed to provide the level of required Services; (ii) has failed to fulfill Services required in accordance with agreed schedules; (iii) has become insolvent; (iv) makes an assignment for the benefit of creditors; (v) files a voluntary petition in bankruptcy; (vi) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (vii) abandons the Services; (viii) subcontracts, assigns, transfers, conveys, or otherwise disposes of its obligations under the Contract other than as provided herein; (ix) fails to provide the insurance required under Section 12; (x) fails to provide the Performance Bond required under Section 13; or (xi) fails to comply with any other term or condition contained in the Contract, then the Board shall have the remedies described in this Section.
- B. If any item in subsection (A) above occurs, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- C. If any item in subsection (A) (i), (ii) or (xi) occurs and relates to a certain route, the Board may remove such route from the Contract and assign it to another transportation service provider.
- D. The above remedies are in addition to any other remedies the Board may have.
- E. In the event of Contract termination by the Board, the payment obligations under the Contract shall cease as of the last date on which Services were properly performed by the Contractor.
- F. Upon termination of this Contract pursuant to this Article, the Contractor (and its surety) will be responsible for all of the Board's expenses, losses, and damages incurred in replacing Contractor for the remainder of the term of the Contract.
- G. The Contract shall be contingent upon appropriation by the City of Torrington of funds sufficient to meet the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds as deemed necessary by the Board are not received, or if anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel the Contract(s) upon fifteen (15) calendar days' written notice to the Contractor without further liability to the Contractor(s).

15. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way, to be the agent or employee of the Board. It is the intention of the parties that the Contractor shall be, and is to be, considered an independent contractor.

16. ASSIGNMENT

The Contractor will not assign or subcontract any part of this Contract without the prior written approval of the Board. For purposes of this Section, a transfer of more than 20% of the capital stock of the Contractor shall be deemed to be an assignment.

17. EQUAL OPPORTUNITY

The Board is an equal opportunity employer and purchaser. The Contractor hereby agrees that in connection with the Services, no employee or applicant for employment or vendor, will be discriminated against based upon characteristics that are considered protected classes under the applicable laws and/or regulations of the United States or the State of Connecticut (the "State") (collectively, the "Laws").

18. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor agrees and warrants that in the performance of this Contract, it will not discriminate or permit discrimination against any person, or group of persons, in violation of the Board's policy:

The Contractor has submitted a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Contract because of race, color, creed, sex, or national origin or any other category protected by law. The Contractor to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin or any other category protected by law.

19. AMERICANS WITH DISABILITIES ACT OF 1990

This clause applies to those contractors or subcontractors providing the Services, which are, or will, come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections §12101-12189 and Sections §12201- 12213) (Supp. 1993); 47 USCS Sections §225.611 (Supp. 1993) (the "Act"). During the term of this Contract, the Contractor represents that it is familiar with the terms of the Act and that it is in compliance with the Act. The Contractor warrants that it will hold harmless from any liability, which may be imposed upon as a result of any failure of the Contractor to be in compliance with the Act. Where applicable, the Contractor agrees to abide by the provisions of Section §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC Section §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

20. ARBITRATION

If both parties consent to arbitration, any dispute arising in connection with this Contract that cannot be settled by agreement between the parties hereto shall be referred to the American Arbitration Association in accordance with their rules relating to voluntary arbitration. Any request for arbitration shall be made within a reasonable time after the dispute has arisen. If both parties consent to arbitration, the issue shall then be decided by a single arbitrator whose fee shall be shared by the Contractor and the Board and whose award shall be binding on the parties. In the event of such arbitration, judgment on the award rendered may be entered in any court having jurisdiction and application may be made to such court for judicial acceptance of the award or order of enforcement, as the case may be, provided that the parties retain all rights and remedies under the Connecticut General Statutes, 52-418 et seq. In the event that both parties do not consent to arbitration, the parties shall be entitled to seek their remedy at law or in equity, as each party may select.

21. MISCELLANEOUS

- A. The Board is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). The Board is entitled to receive a copy of records and files related to the performance of the transportation Services, and such records and files are subject to FOIA and may be disclosed by the Board pursuant to FOIA.
- B. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect, and the remaining provisions shall not be affected thereby, and shall remain in full force and effect.
- C. This Contract and all Exhibits attached hereto, constitute the full and complete agreement of the parties hereto, and shall be binding upon their respective permitted successors and assigns.
- D. This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Connecticut.
- E. No amendment, change, waiver, or discharge hereof, shall be valid unless in writing and signed by both parties.
- F. Notices, requests, demands, and documents required or desired to be given hereunder, shall be in writing and delivered (i) personally, (ii) by a nationally recognized overnight delivery service, or (iii) by the United States Postal Service, postage prepaid, certified, or registered mail, addressed to the party at the following addresses, or at such other address, as notice thereof, may have been given pursuant hereto:

To the Torrington Board of Education:

355 Migeon Avenue
Torrington, CT 06790
Attention: Business Manager

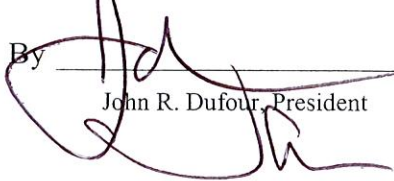
To Contractor:

All-Star Transportation
146 Huntingdon Avenue
Waterbury, CT 06708
Attention: General Manager

- G. No failure by the Board to insist upon the strict performance of any agreement, term, covenant, or condition hereof, or to exercise any right or remedy, consequent upon a default thereof, shall constitute a waiver of such default, and shall not be deemed to be a waiver of a subsequent default of such term, covenant, or condition.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives to this Contract for Transportation Services as of the day and year first written above.


CONTRACTOR


By  _____
John R. Dufour, President Date: 10/4/22

Witness Date: 10/4/22

BOARD

TORRINGTON BOARD OF EDUCATION

By  _____
Superintendent Date: 10/11/22

 _____
Board of Education Date: 10/11/22


 _____
Witness Date: 10/11/2022

EXHIBIT A TO THE CONTRACT

SCHOOLS AND TIERS

Tier	Name	Grade Level	Start Time	End Time
1	Torrington High School	9 – 12	7:10	2:05
2	Torrington Middle School	6 – 8	7:50	2:40
3A	Southwest School	4 – 5	9:00	3:30
3B	Forbes School	4 – 5	9:00	3:30
3A	Vogel-Wetmore School	K – 3	9:00	3:30
3B	Torrington School	K – 3	9:00	3:30

All busses need to arrive at least 5 minutes before the beginning of the instructional day noted above.

**EXHIBIT B TO THE CONTRACT
PRICING SCHEDULES**

Rates:

	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
Type I – 77 Pass	\$373.50	\$396.00	\$415.00	\$432.00	\$447.00
Type II – 30 pass	\$338.50	\$357.00	\$375.00	\$390.00	\$402.00
Type II – W/C 18 pass	\$350.00	\$357.00	\$375.00	\$390.00	\$402.00
Other	\$60.00	\$70.00	\$75.00	\$80.00	\$85.00
Transportation Per Hour					
Field & Athletic Trips Per Hour with a two (2) hour minimum	\$75.00	\$78.00	\$82.00	\$85.00	\$88.00

**EXHIBIT C TO THE CONTRACT
EQUIPMENT**

Equipment: 2022-23 school years – Existing fleet
2023-24 school years – Replace twenty-one (21) Type I buses and fourteen (14)
Type II buses fueled by propane