

AGREEMENT FOR STUDENT TRANSPORTATION

Between M&J BUS, INC. and the LISBON BOARD OF EDUCATION

THIS AGREEMENT FOR STUDENT TRANSPORTATION (hereinafter the "Agreement" or "Contract") is made and entered into as of the 1st day of July, 2022 by and between the LISBON BOARD OF EDUCATION, in the County of New London and the State of Connecticut (hereinafter designated as the "Board"), and M&J BUS, INC., a corporation with a principal place of business in the Town of Old Saybrook, County of Middlesex and the State of Connecticut (hereinafter designated as the "Contractor"). The Board and the Contractor may be referred to herein individually as a "party" and collectively as the "parties."

WITNESSETH THAT:

WHEREAS, the Board issued Request for Proposals No. 2022-2027 (the "RFP"), which solicited proposals for certain transportation services; and

WHEREAS, the Contractor submitted a proposal in response to the RFP, was provisionally awarded the work, and is ready, willing, and able to provide the required transportation services sought by the Board.

NOW THEREFORE, in consideration of the promises, the parties hereto mutually covenant and agree as follows:

1. Term. The Contractor shall provide, the transportation services set forth herein for all Lisbon students and other authorized persons (as designated by the Board) to and from school and school related functions as determined by the Board, during the period commencing July 1, 2022 and ending June 30, 2024, unless terminated early in accordance with the terms of this Agreement. The parties may, by mutual agreement, extend the Contract beyond the term through June 30, 2027, in accordance with the financial terms set forth in Appendix I, or as otherwise mutually agreed upon by the parties.

2. Scope. The Board reserves the right to request transportation to and/or from any school, at its discretion, including without limitation the Lisbon Central School, The Norwich Free Academy, Griswold High School, Ledyard Vo-Ag High School, Norwich Regional Technical School, Ella T. Grasso Southeastern Technical School, Science and Technology Magnet High School of Southeastern Connecticut, Marine Science High School of Southeastern Connecticut, Lyman Memorial High School and any other Board-approved high school, or any other special education program, in district or out of district, on routes to be specified by the Board. Said transportation to be provided by the Contractor on all days of which the schools of the Town of Lisbon, Lisbon Central School and such other schools to/from which the Board has requested transportation services, upon the routes specified by the Board. Said transportation shall be provided for all children, and only those children, for whom the Board requests transportation services. Under no circumstances will buses be shared by other towns, unless the Superintendent has given his/her prior written approval. Reasonable rules and regulations concerning said transportation may be made by the Board for the conduct and safety of said children, and such rules and regulations

shall be performed and enforced by the Contractor. Time schedules shall be maintained by the Contractor that will permit all children to arrive at the school buildings at times to be prescribed by the Board or the Superintendent of Schools.

3. Base Transportation Services.

- a. The Contractor agrees that it will transport to and from the Lisbon Public Schools and other institutions as designated by the Board such persons as may be designated by the Board ("Students"), and at such days, times and hours as designated by the Board, and will make such stops and travel along such routes as are designated by the Board.
- b. The Contractor shall furnish transportation services including personnel, supervision, vehicles, drivers, equipment, fuel and other services required to transport all Students to and from the Lisbon Public School and other designated institutions.
- c. The Contractor agrees to provide the transportation services set forth in this Agreement at the rates set forth in Appendix I, attached hereto and incorporated herein. The parties agree that no other payment shall be made to the Contractor who shall furnish all of the vehicles, drivers, labor, materials, equipment, fuel, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the Contractor's duties.
- d. The Contract price payable for each vehicle used in providing services under this Contract is detailed in Appendix I. The number of vehicles needed under this Contract will vary. The cost of each vehicle will be determined by the year of the Contract and the cost per day specified as listed in Appendix I. Additional buses required by the Board, or reductions in the number of Vehicles required, will be charged or credited at the per bus, per day charges listed in Appendix I.
- e. Base transportation service is anticipated to include approximately eight (8) Type I school buses, one (1) Type II bus, and one (1) van, each with a chassis date 2021 or newer. All Type I Vehicles will have the capacity of not less than seventy-one (71) passengers per Vehicle. The number of vehicles required may change during the Agreement, at the request of the Board.

4. Athletic and Field Trips.

- a. The Contractor shall provide all field and athletic trips required by the Board, at such dates and times that the Board may request such field and athletic trips.
- b. The rates for field and athletic trips during the 2022-2023 through 2026-2027 school years shall be as set forth in Appendix I.

5. Payments.

- a. The Contractor's compensation for the performance of its obligations hereunder shall be based on the number of Vehicles furnished at the per diem rate per Vehicle as set forth in Appendix I.
- b. It is specifically understood that no other payments shall be made to the Contractor who shall furnish all of the drivers, labor, materials, equipment, fuel, permits and licenses and other facilities necessary to provide the transportation services required, including spare buses and drivers, the full-time manager and staff and other services necessary for the proper performance of the Contractor's duties. The Contractor may not, under any circumstances, charge overtime to the Board.
- c. The Contractor shall submit monthly invoices to the Board in such detail as the Board shall require. Payments shall be made within thirty (30) working days after invoices have been received for the preceding calendar month.
- d. Acceptance by the Contractor of such monthly payment shall release the Board and The Town of Lisbon from all claims and all liability to the Contractor in connection with this Contract arising during the period for which the payment is made, but no payment shall operate to release the Contractor, sureties, or insurers from any obligations under contract or the performance and payment bond or any insurance policies issued in connection with the Contract.
- e. The Board may withhold payments for services when the Board determines, in its sole discretion, that such services do not meet the requirements of this Contract. Payments for such services shall not be made until the Contractor has made corrections which are acceptable to the Board.
- f. In the event that the school calendars of the Lisbon Central School and any Board-approved high schools, magnet schools, or technical schools do not coincide with each other, causing extra services to be rendered, there will be extra applicable charges. Any such charges will be consistent with the pricing in Appendix 1.

6. Equipment.

- a. The Contractor shall provide the Board annually, no later than July 1, 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 its duties under this Contract (the "Vehicles"), including: the year of manufacture, make of the chassis, make of body, seating capacity, and V.I.N. number. No equipment other than that listed shall be used in the performance of this Contract without prior notice and approval by the Superintendent of Schools or designee.
- b. All Vehicles shall be fitted with signage approved by the Board in the foremost passenger window on each side of the Vehicle which allows the Vehicle to be identified by route number designated by the Board.

- c. 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 Board approval.
- d. The Vehicles used in the performance of this Agreement shall be equipped, maintained and operated in accordance with the regulations of the Connecticut State Department of Motor Vehicles, all Federal and State regulations, and any amendments thereto, and shall comply with all rules and regulations now in force or from time to time approved and adopted by the State Board, the Board, or the Town of Lisbon. In addition to what is specified by the agencies listed, all Vehicles must be equipped with the following features, along with other features required by this Agreement and/or the RFP.
 - i. All 71/72 Passenger Transit Style buses or up to 77 Passenger Conventional Style buses will be diesel powered with an acceptable provision for cold weather starting;
 - ii. All Vehicles will be equipped with automatic transmissions and power steering;
 - iii. EMERGENCY "PUSH OUT" WINDOWS (at least two on each side of each bus providing services under this Agreement);
 - iv. Two-Way Radios: To be installed in all Vehicles including spares. If any Vehicle is not equipped with an operating two-way radio the Contractor shall be subject to fifty dollars (\$50.00) in liquidated damages to the Board per occurrence per day;
 - v. Base station frequency separate from that of the Town of Lisbon. The base station frequency shall be a frequency, which can and may be monitored by the Board. The Contractor shall obtain all necessary licenses. The CONTRACTOR shall provide FCC license number and frequency;
 - vi. At all times, Vehicles transporting Lisbon Public School children shall have prominent identification thereon indicating "Lisbon Public Schools";
 - vii. Roof Emergency Hatch/Vent;
 - viii. Child Check Mate System;
 - ix. Automatic Chain Dropping System;
 - x. Air Brake Equipped with Air Dryer and Automatic Slack Adjuster;
 - xi. White Roof; and
 - xii. All car seats, harnesses, seatbelts, etc., required to provide the transportation services provided by the Contractor at its expense.
- e. The Contractor shall provide a minimum of three (3) surveillance video cameras for each Type I bus used to perform transportation services in accordance with this Contract and a minimum of one (1) surveillance camera for each vehicle smaller than a Type I bus used to perform services in accordance with this Contract. All camera systems shall have an audio capture feature and removable hard drives. The cameras must be placed in locations approved by the Board, with camera coverage set to record entryway, driver, and front, middle and rear seats. The Contractor shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including video and audio recording, at

all times. The mandate to have operational cameras in all Vehicles providing services in accordance with the Agreement is fundamental to the Contractor's contractual performance. The Contractor shall provide the Board with camera output as soon as practicable after a request is made for the same, but in any event within twenty-four (24) hours of said request. Such video output shall be made available in a standard format that can be viewed by the Board, or if not in a standard format, the Contractor shall provide the Board access to the Contractor's viewing software. The Contractor shall ensure the data from such cameras is stored in a secure manner and shall retain camera output for a minimum of thirty (30) days or such longer periods as reasonably requested by the Board. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board and any local, state or federal guidelines.

- f. The Vehicles shall be maintained in first class repair and working order and in clean and sanitary condition, shall be adequately heated, and shall have sufficient power to operate in accordance with the schedule of the Board under reasonably foreseeable circumstances. The operator shall inspect the Vehicle each morning and shall complete and sign a School Bus Driver's Daily Inspection Report in accordance with Connecticut DMV Regulations. Also, the maintenance and inspection program shall be extended to include maintenance of the integrity of the exhaust system and the passenger compartment. All Vehicles must be equipped with fire extinguishers. Tires on all Vehicles shall meet Connecticut State Motor Vehicle Department requirements, and the MINIMUM tread allowed shall be 3/32 OF AN INCH, at the lowest point. No retread tires will be used on the front wheels of any contract Vehicle.
- g. The Board or any authorized agent shall have the right to inspect in any reasonable manner, including riding the Vehicles as a passenger, any and all Vehicles or equipment and their operation.
- h. The Board or any authorized agent may, with written notice, require Contractor to discontinue use of any Vehicle which it 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. If the Contractor fails to comply with this provision, the per day per Vehicle cost for each Vehicle in question may be deducted by the Board from any payment made in accordance with this Agreement for each day of non-compliance.
- i. All Vehicles used hereunder must be stored, registered and taxed in The Town of Lisbon. The Parties agree that all Vehicles used hereunder shall be stored at The Meadows. There shall be no charge to the Contractor for the use of the Meadows for parking vehicles used to perform services in accordance with this Agreement.
- j. The Contractor shall assume full responsibility for all repairs to Vehicles caused by vandalism. The Board will cooperate with the Contractor in investigations to identify the vandals.

- k. The Contractor shall provide buses without any additional charge or cost to all schools twice a year for Bus Evacuation Training or more frequently if required by law.
- l. A regular schedule for servicing Vehicles shall be maintained and shall include: oil, grease, tires, battery, brakes, and all safety appliances. The Contractor shall maintain a service log that shall be available to the Board or its duly authorized agent upon request.

7. Spare Equipment and Personnel.

- a. The Contractor shall, at all times, during the period of this contract, provide at least five (5) spare Vehicles to include at least one of each type of Vehicle with equipment to be equipped as previously specified, to be used in the event of any accidents, breakdowns, delays, emergencies, driver absences, etc.
- b. The Contractor shall provide in the manager's office, one unlisted number for emergency use in addition to such other telephones as normally required.
- c. The cost of the spare Vehicles, the spare drivers, the unlisted telephone, and the full time manager and the staff shall be absorbed by the Contractor who shall be paid only at the proposed price per Vehicle for the number of Vehicles actually in operation.

8. Routing.

- a. The Contractor will maintain a computerized transportation routing system, to be approved by the Board, at Contractor's expense to be used to establish routes.
- b. The Contractor shall furnish a sufficient number of buses to insure seats for all passengers at all times. Standees or overloading of the buses shall not be permitted at any time.
- c. After conferring with the Superintendent of Schools, or designee, the Contractor will submit by August 15 of each year during the Term of this Agreement, its proposed Vehicle routes, estimated Vehicle loads and schedules for the coming school year. If the Contractor fails to comply with this provision, the Contractor shall be subject to liquidated damages of \$500 per day.
- d. During the Term, the Board may, from time to time, revise the trips and increase or decrease the mileage thereof, and may increase or decrease the number of trips.
- e. In the event that the Board determines that additional trips, routes, or vehicles are necessary, the rate to be paid for the additional vehicles shall be the amount per the Vehicle type per day as set forth in Appendix I. In the event that the required number of Vehicles is reduced, the Board shall receive, as a credit, such amount per day, per the Vehicle type as set forth in Appendix I.

- f. Should the Board or its designee require a modification of routes and stops, the establishment of such routes and stops is the responsibility of the Contractor.

9. Drivers and Personnel.

- a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening should be taken to assure that the children of the school district are being transported by safe and responsible drivers. The Town of Lisbon and the Board, and its agents, reserve the right to review, to the extent permitted by law, all personnel records and inspect all personnel used in the performance of this contract and to reject a driver.
- b. In the event that any bus driver demonstrates unsatisfactory performance, the Board shall have the right to require the Contractor to replace the driver immediately after notification. The driver shall not thereafter be reinstated without approval of the Board or its designee.
- c. No person shall be allowed to drive a Vehicle while school pupils and/or students are riding in said Vehicle, even in emergencies, unless such person is properly licensed and qualified in the State of Connecticut, holds a Connecticut CDL with school bus driver endorsements, has passed the physical examination required by the State of Connecticut, and complies with all other legal requirements.
- d. The Contractor shall assign a driver permanently to each route and, except in cases of emergency, the assigned driver may be changed only with the consent of the Board or its agent, which consent shall not be unreasonably withheld. Each driver must become thoroughly familiar with assigned runs prior to transporting students.
- e. The Contractor shall provide, at its expense, at least one full-time manager, whose residence needs to be approved by the Board, one full time certified safety instructor, two full time dispatchers, and additional supervisory staff should in-Town private or parochial transportation be required during the Term of this Agreement. The Board reserves the right to recommend the removal of any such supervisory employee during the Term of the Agreement.
- f. The Contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the Motor Vehicle Department. The Contractor shall be required to keep a log on training given to each driver and the Board reserves the right to inspect such logs and to attend driver training sessions as observers. The Contractor shall be required to hold monthly safety meetings with all drivers. The Board reserves the right to attend these meetings.
- g. The Contractor shall file, prior to July 1 of each year of this Agreement, and maintain a list of approved bus drivers and substitute bus drivers with the

Superintendent of Schools, and no person may operate a Vehicle pursuant to this Agreement whose name does not appear on said approved list, except in cases of bona fide emergency. The list of approved drivers shall contain, at a minimum, the following information:

- i. Name of operator
 - ii. Residence address
 - iii. Telephone number
 - iv. Record of previous driving experience
 - v. Report on previous motor Vehicle violations
 - vi. Date and number of current driver's license and endorsement(s)
 - vii. Route assignment
- h. Each driver shall be in complete charge of the bus they operate. They shall be responsible for enforcing all policies and/or regulations adopted by the Board related to transportation. They shall ensure that the pupils are seated, shall allow no misbehavior, shall be in their Vehicle or at the door of their Vehicle during loading or unloading, and shall maintain good conduct and order on the bus. The bus driver shall report problems with accidents, discipline, bus stop schedules, etc.
- i. For each employee of the Contractor who performs services for the Board involving direct student contact, the Contractor shall ensure compliance with the following background and employment history checks:
1. The Contractor shall perform, and the Contractor's employee shall submit to, employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.
 2. The Contractor shall perform, and the Contractor's employee 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") or, for any employee of the Contractor's whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry. The Contractor shall request information from the Registry or its out-of-state equivalent promptly, and in any case no later than thirty (30) calendar days from the date the Contractor's employee begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information from the Registry or its out-of-state equivalent indicating that the Contractor's employee may have a record of abuse or neglect, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.
 3. The Contractor shall perform, and the Contractor's employee shall submit to, state and national criminal records checks in accordance with Sections 10-212 (where applicable), 10-221d, and 29-17a of

the Connecticut General Statutes. Each employee of the Contractor shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such employee of the Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may have a criminal record, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.

4. The Contractor shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any of employee of the Contractor whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Contractor's employee is registered as a sexual offender. The Contractor shall comply with the provisions of this Section before any employee of Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may be registered as a sexual offender, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.
5. The Contractor shall provide written confirmation to the Board that it has complied with subsections (i) through (iv) of this Section. The Contractor agrees that upon the Board's request, it shall promptly provide the Board with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks for any employee of the Contractor performed in accordance with this Section.
6. The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section.
7. Should the Contractor receive any information that an employee of the Contractor performing services under this Agreement has a criminal record which could make the individual unfit for an assignment involving contact with children, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, the Contractor shall not assign or shall not maintain, as applicable, the assignment of the individual to perform services under the Agreement. By assigning, and/or maintaining the assignment of, any employee of Contractor performing services under the Agreement involving direct contact with students, the Contractor represents and warrants that, in its best professional judgment, such Contractor's employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with, or

working in or near a school that educates minor children.

8. The Contractor agrees that if the Board determines that any Contractor employee shall not perform services for the Board pursuant to this Agreement, such determination by the Board shall not constitute a breach of this Agreement.
9. Notwithstanding any provisions herein to the contrary, failure to comply with this Section shall be grounds for immediate termination of this Agreement, without penalty, by the Board.
- j. The Contractor shall comply with all federal, state and local laws, rules and regulations regarding drug and alcohol testing. Proof of compliance shall be available to the Board upon request.

10. Indemnification.

- a. To the fullest extent permitted by law, the Contractor shall defend, save harmless and indemnify the Board, the Lisbon Public Schools, and the Town of Lisbon, Connecticut, and their respective officials, employees and agents from and against any claim, accident, demand and bodily injury, including death, property damage, penalty, fine, judgment and expense, including attorneys' fees, that arise from or may arise from the performance of this Agreement or the breach of the obligations of Contractor, or any employee, agent or personnel of the Contractor under this Agreement. This provision shall survive termination of this Agreement.

11. Bond/Insurance.

- a. The Contractor will be required to furnish at its own expense a surety performance and payment bond that must be renewed each succeeding year of the contract, in a form satisfactory to the Board conditioned upon the faithful and continuous performance by the Contractor of all terms and conditions of the contract. **THE BOND MUST BE EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE PROPOSED CONTRACT AMOUNT FOR FIVE (5) YEARS.**
- b. The Contractor shall secure and maintain in force for the full term of this Agreement worker's compensation insurance, employer's liability insurance, public (general) liability insurance, automobile liability insurance and excess (umbrella) liability insurance from an insurance company (s) licensed to do business in the State of Connecticut, and which has an A.M. Best Company rating of A/X or better. Provided such carrier(s) is not available, the Contractor will advise the Board of this at least 60 days in advance and will be permitted to purchase this insurance from an alternate carrier subject to the approval of Board which approval will not be unreasonably withheld.
- c. Requirements.
 - i. Worker's Compensation insurance policy which complies with the

statutory Worker's Compensation Law of Connecticut:

ii. Employer's Liability Insurance with the following minimum limits of liability:

1. Bodily Injury by Accident - \$100,000 each accident
2. Bodily Injury by Disease - \$500,000 policy limit
3. Bodily Injury by Accident - \$100,000 each employee
4. Comprehensive General Liability (CGL)

iii. The CGL insurance shall be written with a Comprehensive Form and include without limitation the following:

1. Premises-operations;
2. Completed operations;
3. Contractual insurance specifically applying to the provisions of this Agreement;
4. Independent Contractors;
5. Personal injury;
6. Broad form comprehensive general liability endorsement;
7. Sexual abuse and molestation.

iv. The limits of the CGL insurance shall be:

1. Bodily Injury/Property damage each occurrence: \$1,000,000
2. General Aggregate: \$2,000,000
3. Personal/advertising injury each occurrence: \$1,000,000

v. Automobile Liability.

1. The automobile liability coverage shall be written on a Comprehensive form and include coverage for all owned, hired and non-owned Vehicles.
2. Coverage shall include liability for bodily injury and property damage resulting from the ownership, maintenance, or use of any such Vehicle by the Contractor, its agents or employees.
3. The limits of insurance coverage shall be:
 - a. Combined Single Limit (each occurrence): \$1,000,000

vi. Excess (Umbrella) Liability.

1. The Excess (Umbrella) Liability Coverage will be at least as broad as the underlying employer's liability, Comprehensive General Liability, and Automobile Liability policies.
2. The limits of insurance coverage shall be:
 - a. Combined Single Limit (each occurrence): \$9,000,000
 - b. Annual Aggregate; \$9,000,000

- vii. A certificate of such insurance naming Town of Lisbon-Board of Education as additional insured on a primary and non-contributory basis for comprehensive general liability, automobile liability, and excess (umbrella) liability and containing a provision requiring written notice to Town of Lisbon-Board of Education thirty (30) days in advance of cancellation shall be filed in the Business office of Lisbon Central School upon contract execution and thereafter prior to July 1st of each contract year.
- viii. The Contractor shall indemnify and hold The Town of Lisbon and the Board of Education harmless against any and all other claims, expenses, loss or liability whatsoever arising out of or incidental thereto in connection with its operations, activities or omissions, or those of its employees and agents in furnishing the services provided herein. Each policy of insurance shall contain a waiver of subrogation, including workers' compensation, in favor of Town of Lisbon, Board of Education.
- d. All insurance policies and performance and payment bonds shall be issued by approved companies authorized to do business in the State of Connecticut and shall be in a form satisfactory to the Board. The Board of Education and The Town of Lisbon reserve the right to make direct inquiry to the insurer or surety for information to such insurance or bond, and the Contractor shall agree to assist, if necessary, in obtaining such information.
- e. This Contract shall not be effective until a satisfactory performance and payment bond and the insurance policy are delivered and received by The Town of Lisbon.

12. Compliance.

- a. The Contractor and drivers will be required to comply with the laws, rules, regulations and policies of the federal, state, and local governments (including those of The Town of Lisbon and the Board) pertaining to student transportation. It shall be the responsibility of the Contractor to make certain that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies, as well as the contents of the master route manual and any other transportation manual, which the school system might publish.
- b. All Vehicles must be maintained and equipped in accordance with Connecticut law, regulations of the State Department of Education, Connecticut Motor Vehicle Department, the Connecticut State Police, the Town of Lisbon and the Board.
- c. The parties shall comply with the Family Educational Rights and Privacy Act ("FERPA") and execute the Student Data Privacy Addendum to the Contract, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the security and confidentiality of student information, student records and student-generated content (collectively, "student data") received or obtained by the Contractor in connection with the Agreement (Attached as Appendix II).

- d. The Parties specifically acknowledge their mutual understanding that any of the Board's requirements, rules, policies, and/or protocols, and federal and/or state laws, applicable to the Board's employees to protect the school community from the COVID-19 pandemic or the spread of other communicable diseases, including, without limitation, any requirement to be vaccinated against the SARS-CoV-2 virus in compliance with any legal authority, shall apply, to the extent permitted by law, to drivers and other employees of the Contractor assigned to the Board.

13. Failure of Operation.

- a. If the Contractor fails to make any run or trip in accordance with the approved schedule because of failure of equipment or personnel, the Board may deduct from the monthly invoice a sum equal to the payment for the service not provided.
- b. Arrival at school after the start of the scheduled student day in the morning or fifteen (15) minutes or more after scheduled afternoon dismissal time shall constitute failure to provide a trip or run. If any student is dropped off at an unauthorized stop or if any driver fails to make all authorized stops on any assigned route, this action shall also constitute a failure to make a run or trip.
- c. The fifteen-minute rule becomes null and void during inclement weather and at other times when hazardous conditions exist.

14. School Days.

- a. The requirements of this Agreement shall apply to all days when school shall be held, according to the respective school calendars. Although public, private, parochial, magnet and vocational technical school calendars may vary, each school designated for transportation services by the Board listed shall be entitled to service for up to 181 days per year. Any additional days for which service might be required shall be paid at the per bus/per day rate as set forth in Appendix I.

15. Bus Availability and Scheduling.

- a. The starting time for Regular Education transportation will require service from 5:30 A.M. to 6:00 P.M. each school day, and the Contractor shall have all buses available to the Board of Education for its exclusive use during such time. This includes all schools under the responsibility of the Lisbon Public Schools with regard to transportation.
- b. Delivery of the pre-school and kindergarten students on the mid-day run will not exceed thirty (30) minutes and delivery of students in grades 1-8 will not exceed forty-five (45) minutes, without consent and approval of the Board or its designee, provided that the Contractor shall not be responsible for delays caused by conditions beyond its control (e.g., delays due to weather or road conditions). Exceptions are made for out of district placements.

- c. The Contractor agrees to furnish upon request, and in accordance with rates included in Appendix I, such Vehicles buses as the Board may need for transporting school children on field trips during the school day, for transporting students to athletic events and other school-sponsored activities, either in or outside of the Town of Lisbon after 6pm.
- d. The Contractor shall be familiar with all operating conditions including bus routes, route mileage, road conditions, local regulations, time schedules and any other conditions, which shall affect the transportation of students covered by this Agreement.
- e. The Contractor must adhere to the bus routes and stops as approved by the Board. Changes in the routes, time schedules, or designated stops may be made and any of the routes may be eliminated or consolidated at the discretion of the Board or its agent to meet changed conditions, and any such changes shall be duly noted and initialed in the master route manual by the Contractor.
- f. The Contractor will render upon request periodic reports to the Board of Education or Superintendent of Schools.
- g. The Contractor shall provide the number of Vehicles necessary to transport the students from their Lisbon or other address to the specified school address.
- h. The Contractor shall be obligated to transport students according to the school calendar in effect for each of the placements, institutions or schools, with the provision that each of these placements, institutions or schools reserves the right to change the calendar as conditions may warrant.
- i. During inclement weather, the following procedure is used to alter transportation schedules or cancel transportation service:
 - i. If school in Lisbon is closed, no students are to be transported to other In-District and Out-of-District programs.
 - ii. If school in Lisbon has a delayed opening, then students will also be delayed in being transported to In-District and Out-of-District programs.
 - iii. In both of the above situations, the Superintendent of Schools will notify the Contractor of the circumstances.
- j. If the Board cancels school, delays opening, or closes early, it is the Superintendent's responsibility to directly notify the Contractor of the situation. If a student will not be attending school due to illness or the other circumstances, it is the responsibility of the parent to notify the Contractor directly. Should transportation service be required, the Contractor agrees that it will abide by the decision of the Board and will run routes as normally as possible.
- k. Transportation will be required for up to a 181-day school year and, for specific

students, summer/Extended School Year programs that could range from 15-50 days.

- l. Unless authorized by the Superintendent of Schools and the Director of Special Education of the Board, students from other school districts will not be permitted to ride with Lisbon students for the purpose of consolidation of routes to/from specific placement addresses. Lisbon students will be permitted to ride together for the purpose of consolidation of routes to/from specific placement addresses.
- m. If, during the life of the Contract, increases or decreases in In-District and Out-of-District placements occur which would require the use of additional or fewer Vehicles, the Contractor shall supply the required Vehicles and drivers. All payments or credits are to be based on Vehicles operated and rates in existence at the time.

16. Training.

- a. The Contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the Motor Vehicle Department. The Contractor shall be required to keep a log of training given to each driver and the Board reserves the right to inspect such logs and to attend driver-training sessions as observers. Each Contractor must describe the safety program that will be placed in effect and include such with his/her bid.

17. Complaints.

- a. The Contractor will investigate all complaints, keep a log of such complaints, and will report the action taken to the Superintendent or designee within twenty-four (24) hours, which report will be confirmed promptly in writing.

18. Emergencies/School Closing.

- a. Weather conditions or other emergencies which require closing of schools or delayed opening will be determined by the Superintendent of Schools.
- b. No change, elimination or consolidation of routes, except to meet unexpected or emergency conditions, will be made until after the Contractor has been given an opportunity to confer with the Superintendent of Schools or designee with respect thereto at least one day in advance or such change, elimination or consolidation. All routes and stop changes suggested by the Contractor must be approved in advance by the Superintendent of Schools or designee and any permanent changes shall be noted and initialed in the master route manual by the Contractor. Law enforcement officials, including the resident state trooper, may review existing and proposed bus routes and bus stops relative to safety and welfare.

- c. It is recognized that during inclement weather adherence to the time schedule may be impossible. Safety of children must at all times take precedence over the time schedule.
- d. The Contractor shall pick up and return children as designated by the established schedules. In the event an established route cannot be completed, another Vehicle shall be sent to complete the route or the children shall be returned to their respective schools.
- e. Should the Town of Lisbon experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the Vehicles and drivers to meet the emergency need. A rate for reimbursement of costs incurred by the Contractor shall be mutually agreed to with the Town of Lisbon. Contractor will make reasonable efforts to cooperate with the evacuation.

19. Accidents and Delays.

- a. The Superintendent or designee shall be notified of all occurrences, accidents, and all injuries, regardless of extent, as soon as possible, but not later than the close of the workday on which they occurred.
- b. In addition to the notice required in Section (a), any accident involving personal injury must be reported to the Superintendent or designee in writing within twenty-four (24) hours of the accident.

20. Students and Discipline.

- a. The Contractor shall be fully responsible for the care and supervision of students during their period of transportation. The period of transportation of a student shall be deemed to have begun when the vehicle stops at the stop and opens the door, activating the protective signals (if any on the vehicle type in question), and ends when the door is closed after the student is safely dropped off at the stop.
- b. Drivers will remain seated in the driver's seat at all times while children are loading or unloading and shall not leave the Vehicle while the motor is running. Under no circumstances may the driver leave the Vehicle without shutting the engine off and removing the keys with students aboard.
- c. In the event of extreme disciplinary infractions by students on buses, which in any way imperil safe operations, the Contractor shall require that operators shall stop the bus and not proceed until discipline is voluntarily restored. The Contractor's office is to be immediately alerted via radio. The operator shall report all such occurrences to the Contractor, and the Contractor shall notify the Principal of the school concerned for action. However, under no condition shall a student be "put off" a bus 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 driver. The driver shall be in full charge of the Vehicle and shall allow no misbehavior. The names of any

students who misbehave or who cannot be managed by the driver shall be reported to the appropriate school administrator on forms provided by the Board. Smoking by the driver or students shall not be allowed on buses at any time. Driver's cell phones are required to be turned off while Vehicle is in motion.

21. Maintenance and Supplies.

- a. The Contractor agrees to keep each bus in good working order and to furnish all necessary fuel, oil, grease, tires, etc.
- b. No Vehicle shall have any students on board and no students shall be on the premises during any refueling procedure.

22. Inspection of Records.

- a. The Superintendent or other representative of the Board, upon reasonable notice, may inspect, during normal business hours, at the Contractor's place of business, the following records of the Contractor:
 - i. Records relating to Vehicle preventive maintenance major and minor repairs and replacement of worn equipment and tires.

23. 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; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required under Section 11(c); (j) fails to provide the Performance Bond required under Section 11(c); or (k) through action(s) or omission(s) materially breaches the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- b. The above remedies are in addition to any other remedies the Board may have.
- c. In the event of Contract termination by the Board, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with this Contract are last performed by the Contractor.
- d. Upon termination of this Contract pursuant to this Section, 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.

24. Fuel.

- a. Contractor shall pay for fuel used for the transportation of Lisbon students, provided that, notwithstanding any provision of this Contract to the contrary, the Board shall be responsible for any fuel costs in excess of \$4.50 per gallon of fuel used in the performance of the Contractor's obligations under this Contract (for the purposes of this provision, the performance of the Contractor's obligations under this Contract shall be understood to include travel to and from The Meadows before the first run and after the last run of the day). Such fuel shall be for the exclusive use of vehicles used for the transportation of Lisbon students and fuel used for any purpose other than the provision of the transportation services will be considered a material breach of this Contract. The Board reserves all rights and remedies under contract, including without limitation termination of this Contract, and law in regard to unauthorized fuel usage by the Contractor.
- b. The Contractor shall keep thorough and accurate records of fuel usage by each Vehicle on a daily basis. The Board may at any time during the term of this Contract require the auditing of fuel use by the Contractor. The Contractor shall promptly provide fuel usage records, corresponding odometer readings, and any other information reasonably required by the Board to inform such fuel audit.
- c. The Contractor shall cooperate with the Board in the determination of fuel needs in accordance with the Contract, including the provision of documentation in support of estimated or actual fuel needs. The Parties may negotiate alternate fuel purchasing arrangements and shall reduce any agreement regarding the same to a written amendment of this Contract.

25. Non-Discrimination.

- a. The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class.

26. Non-exclusivity.

- a. The Board reserves the right to use vehicles other than those furnished by the Contractor for certain field trips and athletic trips, as well as additional

transportation needs for other reasons.

27. General Provisions.

- a. The rights and obligations of the Contractor shall not be assignable nor the duties delegable by the Contractor in whole or in part without prior written approval of The Town of Lisbon and the Board.
- b. The Board of Education shall have the right to set off against any monies due hereunder to the Contractor any unpaid liquidated damages or other credits or reimbursements due, as specified herein.
- c. This Contract, including the RFP, which is incorporated by reference, and all Exhibits, contains the entire agreement between the parties, and any representations that may have heretofore been made by either party to the other are void. Neither party has relied on such prior representations in entering into this Agreement.
- d. 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.
- e. 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.
- f. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lisbon Board of Education has caused the Agreement to be signed in its name and its behalf by its Superintendent; and, M&J Bus, Inc. has caused the Agreement to be signed in its name and its behalf by its Chief Operating Officer, all hereunto duly authorized, this 30th day of June, 2022.

LISBON BOARD OF EDUCATION

By: Judy Jacobs (S.K.)
Title: 6/29/22

M&J BUS, INC.

Jon Hipsher
Jon Hipsher
Chief Operating Officer

APPENDIX I
PRICING

	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>	<u>2025/2026</u>	<u>2026/2027</u>
Type I (per day price)	\$ 388.00	\$ 399.64	\$ 411.63	\$ 423.98	\$ 436.70
Type II Lift (per day price)	\$ 388.00	\$ 399.64	\$ 411.63	\$ 423.98	\$ 436.70
Type II Regular (per day price)	\$ 368.00	\$ 379.04	\$ 390.41	\$ 402.12	\$ 414.19
Van (per hour rate)	\$ 315.00	\$ 324.45	\$ 334.18	\$ 344.21	\$ 354.54
Aides (per hour rate)	\$ 36.00	\$ 37.08	\$ 38.19	\$ 39.34	\$ 40.52
Athletic Trips/Late Buses (per hour rate)	\$ 69.00	\$ 71.07	\$ 73.20	\$ 75.40	\$ 77.66

Aides – 2 hour minimum

Athletic Trips – 2 hour minimum

Late Buses – 1.5 hour minimum

Note: All Vehicles will have chassis 2021 or newer

APPENDIX II

STUDENT DATA PRIVACY ADDENDUM

This Agreement ("Agreement") is entered into on the date of execution below between the Lisbon Board (the "Board") and M&J Bus, Inc. ("Transportation Provider") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data received or obtained pursuant to the contract between the Parties (the "Transportation Contract").

Article I. Definitions

For purposes of this Agreement, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Conn. Gen. Stat. § 10-234aa. "Education records" and "personally-identifiable information," 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).

Article II. Purpose of Agreement

The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to the Transportation Provider in connection with Transportation Provider's provision of transportation services to the Board. The Parties agree that the Transportation Contract does not require the exchange or maintenance of student generated content and that the exchange of student information and student records, if any, shall be limited in nature. The Board shall only provide to the Transportation Provider student records and/or student information essential to performance of obligations under the Transportation Contract.

Article III. General Provisions

A. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data, including but not limited to the Transportation Contract.

B. The Transportation Provider shall not modify any separate Privacy Policy of the Transportation Provider or any other policy, procedure or practice of the Transportation Provider concerning student data that is applicable to the Board without the written agreement of the Board.

C. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Transportation Provider.

D. The Board may request that the Transportation Provider delete any student data in the Transportation Provider's possession that is not (1) otherwise prohibited from deletion or required to

be retained under state or federal law (including student data that is required to be preserved in relation to litigation or that is subject to a litigation hold), or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Transportation Provider, provided the Board may request the deletion of any such student data if such copy has been used by the Transportation Provider to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Transportation Provider. The Transportation Provider will delete the requested student data within two (2) business days of receiving such a request.

E. The Transportation Provider shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.

F. If the Transportation Provider receives a request to review student data in the Transportation Provider's possession directly from a student, parent, or guardian, the Transportation Provider agrees to refer that individual to the Superintendent of Schools and to notify the Superintendent of Schools within two (2) business days of receiving such a request. The Transportation Provider 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 Transportation Provider, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

Article IV. Security and Confidentiality of Student Data

A. The Transportation Provider and the Board shall ensure that they each comply with the FERPA.

B. Further, the Transportation Provider shall take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are 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.

Article V. Prohibited Uses of Student Data

A. The Transportation Provider shall not use student data for any purposes other than those authorized pursuant to this Agreement or the Transportation Contract.

B. The Transportation Provider shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except: (a) student data that is

required to be preserved in relation to litigation or that is subject to a litigation hold, provided that only that student data reasonably believed to be necessary to preserve may be retained; or (b) in the event that a student, parent, or legal guardian of a student chooses to independently establish or maintain an electronic account with the Transportation Provider after the expiration of this Agreement for the purpose of storing student-generated content.

Article VI. Data Breaches

A. Upon the discovery by the Transportation Provider 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 Transportation Provider 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 Superintendent of Schools and the Board by electronic mail to the Superintendent of Schools and shall include the following information, to the extent known at the time of notification:

1. Date and time of the breach;
2. Names of student(s) whose student data was released, disclosed or acquired;
3. The nature and extent of the breach;
4. The Transportation Provider's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Transportation Provider of a breach, the Transportation Provider 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.

C. The Transportation Provider 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 as required by Conn. Gen. Stat. § 10-234dd.

Article VII. Choice of Law, Choice of Forum, Merger, Severability

A. Choice of Law. The parties agree that this agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.

B. Choice of Forum. The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.

C. Amendment. This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.

D. Severability. A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.

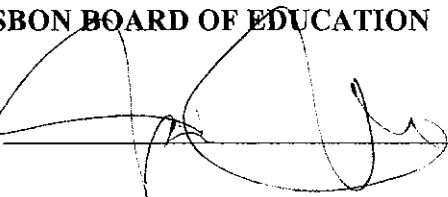
Article VIII. Term

A. The term of this Agreement shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Transportation Provider is properly and completely deleted or destroyed or returned to the Board, or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of Paragraph B within this Article.

B. In the event that the Transportation Provider determines that returning or completely deleting or destroying the student data is infeasible, the Transportation Provider shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Transportation Provider shall extend the protections of this Agreement to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Transportation Provider shall not use or disclose such student data and shall maintain its security pursuant to this Agreement for so long as the Transportation Provider possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Transportation Provider's databases following the recovery from a disaster, the Transportation Provider shall delete all such student data immediately.

LISBON BOARD OF EDUCATION

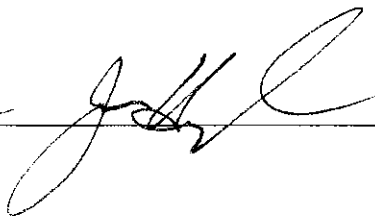
By _____



Date

M&J BUS, INC.

By _____

L-28-22 

6/30/22
Date

