

SPECIAL EDUCATION TRANSPORTATION SERVICES AGREEMENT (Out-of-District Transportation Services)

This Special Education Transportation Services Agreement (the “Contract”) is made and entered into on the date indicated below by and between CREC Transportation Solutions (the “Contractor”) and the Manchester Board of Education (hereinafter, the “Board”). Contractor and the Board will herein be referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, Contractor has experience providing transportation services, including transportation services for students with special needs, to boards of education in Connecticut;

WHEREAS, the Board wishes to procure transportation services for certain students with special needs under the purview of the Manchester Public Schools (the “District”) to school programs outside of Manchester and for certain students qualifying as “homeless” to schools in Manchester;

WHEREAS, the Parties desire to provide or receive, as appropriate, the transportation services described in this Agreement during its term;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth in this Agreement, the Parties hereby agree as follows:

1. TERM

- A. The Contractor shall provide the out-of-district special education transportation services at the prices included in its response (the “Bid”) to Request for Proposals No. 022-002 (the “RFP”) commencing on September 1, 2021 and terminating on June 30, 2024, including the regular school years and extended school year (“ESY”) periods during such period (the “Term”), unless terminated earlier in accordance with this Contract by either Party.

2. SCOPE OF WORK

- A. The Contractor agrees that it will transport Students (as hereinafter defined) to and from any school or other facility outside of the District which is designated by the District in accordance with this Contract (all, collectively, the “Schools” and each, individually, a “School”) in accordance with such conditions (e.g., times, routes, and stops) approved by the District.
- B. The transportation routes to the Schools are to be developed by the Contractor and are subject to District approval. The Contractor shall provide the District with detailed route data in a timely fashion including but not limited to: vehicle description; vehicle number; route description and times; mileage; driver and aide details as required by the District and the State.
- C. Any transportation route may be suspended or terminated without penalty incurred by the District or Board where caused by illness, relocation or graduation, conflicts with other students, or determinations of need as solely determined by the District.
- D. Due to certain student requirements, any route may be canceled or delayed with 24 hours’ notice to the Contractor, without costs incurred to the District. Cancellations may

be made by the District due to weather conditions or other circumstances beyond its control, without penalty.

- E. Contractor is required to notify the District within twenty four (24) hours if a student who is scheduled to be transported fails to appear for transportation services or does not require transportation services for any reason. The District has the sole right to determine if the Contractor should continue to attempt to transport the student.
- F. The Board will, at the daily rate set forth herein (the "Daily Rate"), pay for any Transportation Services hereunder actually performed in accordance with the terms and conditions of this Contract by the Contractor. No payment will be made to the Contractor for services not required or not rendered, including any circumstances in which the District determines that transportation services are not required, either temporarily or permanently.
- G. The Board has an interest in reducing its transportation costs. The merging of students from other school districts ("ride sharing") on a route is subject to District prior approval. The Board encourages notification by the Contractor of potential ride sharing opportunities that may arise during the Term. The Contractor shall collaborate on the development of combined routes (i.e., a route stopping at two or more Schools), where appropriate, with the final decision being made by the Board.
- H. This Contract concerns SPECIAL EDUCATION TRANSPORTATION. There is a requirement of door-to-door service, between the home and school and vice versa. The standard of service for this type of transportation service should be of a high order due to the special needs of the students transported.
- I. The Contractor shall furnish, for the prices set forth herein, all necessary resources and services to transport all students designated by the District (collectively, the "Students" and each, individually, a "Student") to and from the Schools and any other requested location (the "Transportation Services"). Transportation Services shall be understood to include, without limitation, personnel (including both Vehicle Operators and, upon request by the District, aides), supervisors, Vehicles, fuel, equipment, maintenance services and other services required to provide such Transportation Services.
- J. Attendance may vary for both the regular school year and ESY programs. It is understood that not all Students will attend school on a daily basis (i.e. attendance may be required for one, two, three or four days per week).
- K. The District may, at its option, request the transportation of homeless youth to and from educational facilities in accordance with this Agreement.
- L. There shall be a sufficient number of Vehicles (including an appropriate number of each required vehicle size) to ensure seats for all passengers at all times. Standees or overloading of the Vehicles shall not be permitted at any time.
- M. Subject only to the requirement that the safety of children and others is of paramount importance, reliability and on-time performance is of the essence in the performance of this contract.
- N. The Contractor shall provide a qualified and experienced contact person (the "Contact Person") who will be responsible for the general overall supervision and execution of the Transportation Services required by this Contract. The Contact Person shall be

available or accessible at all times during the times that Vehicles are operating to receive inquiries and instructions from the Board or its agent.

- O. The Contractor shall provide to the Board a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop offs.
- P. The District shall provide school calendars setting forth the days Transportation Services are to be provided by the Contractor to Contractor during each school year during the Term of this Contract. The Contractor shall also provide Extended School Year transportation on the dates requested by the District prior to the start of each summer. The Contractor shall provide the Transportation Services on every day that each School is in session and the Transportation Services are required.
- Q. The Contractor shall provide Transportation Services for early dismissals or late openings of any and all Schools to which Students are transported under this Contract.
- R. Each Vehicle Operator shall know his or her assigned route, including all stops, prior to the start of the school year or prior to the initiation of a new route. Each Vehicle Operator shall drive through their entire route prior to the start of the school year or the initiation of a new route. 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.
- S. The Contractor will be required to consult with the Board, during 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 conditions.
- T. During the Term of this Contract, the District may modify routes and/or the numbers of Students and Schools.
- U. The Board may request the provision of Services for routes in addition to those included in the Contract during the Contract term. The Contractor shall not refuse a request for provision of services within the Scope of Work identified in this Contract.
- V. For the purposes of Medicaid reporting requirements, the Contractor and the Board will develop a mutually agreed upon process to monitor bus attendance, if necessary.
- W. The District reserves the right at its sole discretion to allow the transportation of students other than the students of the Board on the contracted vehicle.
- X. The Board reserves the right to use other contractors for all other transportation services of the Board. The Board reserves for itself and/or with other vendors the right to transport, in and out of district, any or all special education or homeless pupils.
- Y. The term "Transportation Services" and "Services" shall mean all, collectively, (i) any and all services set forth in this Article 2, (ii) the transportation services to be performed under this Contract, (iii) other services required or necessary for the proper performance of the Contractor's work under this Contract and (iv) the services described in the RFP. The terms and conditions of the RFP are deemed a part of and

incorporated into the Contract and the Contractor's representations and warranties of the Bid and the pricing included in the Bid are deemed incorporated into and made in the Contract. To the extent there is conflict between the terms and conditions of the Contract and the RFP, the terms and conditions of the Contract shall control and prevail.

3. PAYMENT AND COMPENSATION

- A. Based upon the prices set forth in Exhibit A, payments for properly performed Services rendered shall be made upon receipt of a properly itemized invoice. The Services shall be invoiced based on Services scheduled in the prior month. Payment will be tendered within thirty (30) days of receipt of invoice. All invoices for Services scheduled must be submitted within thirty (30) days of the end of the prior month. Delayed billing is not acceptable and will not be honored by the Board.
- B. The Board will not be obligated, under any circumstances, to pay for any Services that have not been provided. Compensation will only be provided for services required by the Board and scheduled by the Contractor.
- C. No payment will be made for vehicles 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 Board shall have the right to terminate the Contract where the Contractor has failed to meet its obligations under the Contract.
- D. The Contractor(s) shall maintain records during the term of the Contract(s) and for three (3) years thereafter, of the 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.
- E. The Parties agree that other than the compensation set forth in this Contract, including in Exhibit A, no other compensation shall be due and owing to the Contractor by the Board for the Services.
- F. There is a mutual understanding by the Parties, regarding the need to meet all requirements related to the Services, including, without limitation, timeliness and reliability, while 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.

4. VEHICLES

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

- A. Contractor shall provide sufficient Vehicles to provide the services set forth in 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 numbers as deemed necessary by the Board for the transportation of Students.

B. The Contractor shall be responsible for providing any additional Vehicles, as may be determined by the Board. The Board may decrease the number of Vehicles being used at any time during the Term of this Contract.

C. All Vehicles and other equipment shall be maintained and operated in compliance with all applicable 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 with all of the aforesaid laws, rules, regulations, and policies.

All Vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

All Vehicles will have an average age of 10 years.

D. 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.

E. All Vehicles must be maintained so as to ensure proper starting, good visibility, and safe operation during all types of weather.

F. Throughout the term of this Contract, the Contractor must be prepared to present to the Board, a copy of the most recent State Motor Vehicle Inspection for each Vehicle.

G. The Contractor shall be responsible for having all Vehicles inspected.

H. The interior of all Vehicles must be kept at comfortable temperatures while providing Services for Students. All Vehicles must have operational heating and air-conditioning.

I. 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 Connecticut Department of Motor Vehicles, the Federal Government, and all applicable federal and state statutes, regulations, and rules, as amended from time to time.

J. 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.

K. All Vehicles must be equipped with an appropriate communication device (i.e., cell phone or two-way radio) with a range that covers the entire transportation area to ensure constant contact between Contractor and Vehicle Operators. The Contractor shall provide radio frequencies or phone numbers to the Board. All communication devices must be operated consistent with all applicable regulations and laws.

- L. Vehicles used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of the District. All Vehicles must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- M. Vehicles must be equipped with a minimum of one (1) camera for vans and two (2) cameras for vehicles other than vans with audio capture capability. All cameras must be tested prior to each run to ensure that they are fully operational, and the Contractor shall have back-up equipment available to replace any inoperable camera. Additionally, camera output must be stored and available to the Board for at least 30 days. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board and the terms of this Contract. Camera access is critically important to the Board, and any deviation from these requirements will result in non-payment for the runs for the period of time that the camera system does not meet these requirements. The Board reserves the right to terminate this Contract for failure to comply with the requirements of this Paragraph.
- N. Vehicle maintenance should be scheduled, as possible, for non-school days or hours in order to minimize the use of any spare vehicles. Consistency in vehicle and personnel assignments is of paramount importance in the delivery of services under this Contract.
- O. 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.
- P. The Contractor acknowledges its responsibility for having a parking lot for the Vehicles and for the security and safety of the Vehicles, and any lot, all at its sole expense. Information regarding changes in the storage of vehicles (location, ownership status of lot) during the Term shall be provided to the Board.
- Q. 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.
- R. 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.
- S. Where a harness or seat belt clip is specified for a particular student(s) such shall be provided by the Contractor.
- T. The Contractor shall provide all fuel for the Vehicles. The Board agrees to cover the cost above \$3/gallon. CREC will invoice the Board on a monthly basis and will include detailed billing documentation. All pricing is inclusive of Contractor-provided fuel. The District will not provide fuel.

5. PERSONNEL

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

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Vehicle Operators shall be of good character and shall use sound judgment. Subject to any applicable confidentiality requirements and to the extent permitted by law, 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. All Vehicle Operators shall be compliant with all Federal, State, and Local laws, rules, and regulations.

Vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board, through the Superintendent of Schools and/or his/her designee, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from the Schools.

- B. Vehicle Operators and aides must be dependable, steady, temperate, competent, of good repute, neatly dressed and well groomed. To promote the safe transportation of students, Vehicle Operators and aides must speak, read, and understand English.

Upon request, the Contractor will submit to the Board a photocopy of the drivers' license of any Vehicle Operator, including substitute Operators, for any driver who is allowed to transport Manchester children.

- C. 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

- D. 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.
- E. 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 and, as appropriate, any aides requested by the Board. Vehicle Operators, and any aides, who do not meet the minimum training requirements each year per state statute, shall not be permitted to provide Services. The Contractor shall provide training in compliance with Section 3 of Connecticut Public Act 18-185.
- F. The Board or its authorized agent, at its sole discretion, may approve or disapprove, prior to and during employment, any Vehicle Operator or aide. Notification shall be made by the Board to the Contractor of such Vehicle Operator or aide who are

considered unsatisfactory by the Board. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract, and such aides shall not provide services under this Contract and shall be immediately removed from providing Services, upon notification from the Board.

The Board also reserves the right to directly employ certain bus aides, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

- G. The Contractor shall ensure, at its own expense, that all individuals performing activities or have contact with children under the Contract meet all legal and regulatory requirements and qualifying criteria for holding and fulfilling the duties of their respective positions and are, at all times, in compliance with all requirements of law, ordinance or regulation, including but not limited to all requirements of state and federal law, the United States Department of Transportation, the Connecticut Department of Motor Vehicles, local ordinance, and Board policy while performing activities under the Contract. The Contractor shall be solely responsible for ensuring compliance with testing (including but not limited to drug and alcohol testing), examination, ability, training, record- checking, record-updating, and record-keeping requirements for all individuals performing activities or having contact with children under the Contract during both the individuals' hiring and employment. The Contractor understands, specifically, that such obligations include the performance of employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68, on drivers, aides, monitors, and any other person assigned to perform services involving contact with children pursuant to the Contract. Evidence that all activities required by this Paragraph shall be provided to the Board upon request. The Contractor shall be responsible for ensuring that any individual performing services or having contact with children under the Contract possess stable personality and high moral character.

The Contractor shall, at its own expense, perform national and state criminal record checks on drivers, aides, monitors, and any other person assigned to perform services or have contact with children pursuant to the Contract, whether or not required by law or regulation, which checks shall meet or exceed the requirements for bus drivers under federal and Connecticut law and regulations. Contractor shall also, at its own expense, perform CT Department of Children and Families Registry checks and CT Department of Emergency Services & Public Protection (DESPP) Sex Offender Registry checks on drivers, aides, monitors, and any other person assigned to perform services or have contact with children pursuant to the Contract. In the case of prospective employees who have lived in another state during the past five years, the Contractor shall perform child welfare agency and sexual offender registry checks in each state of prior residence during said five year period. Evidence that all records checks required by this Paragraph or otherwise required by law or regulation have been completed for any individual assigned to perform services or have contact with children under the Contract shall be provided to the Board prior to the commencement of any services and/or any contact with children by the individual.

If the Contractor receives any information that any employee of the Contractor performing services under this Agreement involving contact with children 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, Contractor shall not assign or shall not maintain, as applicable, the assignment of the employee to perform services under the Agreement involving contact with children. By assigning, and/or maintaining the assignment of, any employee performing services under the Agreement involving contact with children, Contractor represents and warrants that, in its best professional judgment, such employee maintains the appropriate qualifications and is fit to perform services which involve contact with children.

- H. The Contractor shall comply with all Federal, State, and Local laws, rules, and regulations regarding drug and alcohol testing. Proof of compliance shall be provided to the Board upon request.
- I. Consistent with Manchester Board of Education policy, no alcoholic beverages or illegal intoxicants may be brought to, or consumed upon the District's 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, drugs, or prescription drugs. Additionally, consistent with Board policy, no smoking, including the use of vaporizing devices (i.e., "vaping") 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 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.
- L. 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.
- M. 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 Contact Person who will immediately notify the Board.
- N. 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 headphones, or ear buds, or making unauthorized stops.
- O. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

- P. Any aides requested by the Board must be prepared to assist a disabled pupil in entering and leaving the vehicle. While this is not to be construed as requiring aides to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting disabled pupils to enter and leave buses. In addition, vehicle operators must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.
- Q. Contractor and any of its employees may be considered to be a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes, and the Contractor and any of its employees may be obligated to report acts or reports of bullying pursuant to Section 10-222d of the Connecticut General Statutes, in connection with the Contractor's provision of services to the Board pursuant to this Contract. The Contractor and its employees agree to report, or to cause to be reported, suspected child abuse and/or neglect pursuant to the Board's Child Abuse and Neglect Reporting Policy and using the Department of Children and Families Form. The Contractor and its employees further agree to report, or to cause to be reported, any act of bullying witnessed by or reported to the Contractor and/or its employees pursuant to the Board's Safe School Climate Plan. The Contractor agrees to conduct all required and/or appropriate training of its employees performing services under this Contract in compliance with applicable state law, including but not limited to DCF Mandated Reporter Training, and Board policy. Contractor may access copies of the applicable Board policies via the Board's web site.

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 a 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 Vehicle 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 Vehicle in excess of rated capacity.
- C. The Contractor shall have the responsibility to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the Board. The Contractor and its employees are responsible for being familiar with relevant Board policies. Such responsibility 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 help enforce Board policies and shall report on the Student Discipline Form to the appropriate Board contact the names and circumstances of Students who violate such policies 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. The Contractor acknowledges that students serviced under this Contract may have behavioral needs and represents that it will work collaboratively with the District to address such needs during the provision of transportation services.

- 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 of drop off.
- 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 Contact Person via radio (or cell phone) 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 Board. 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 a 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 the express permission of the Board.

7. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless, the Manchester Board of Education and Town of Manchester and their respective officers, employees and agents, from any and all loss, liability, damage, penalty, expense or fee, including attorneys’ fees, or other costs or obligations, arising from or relating to (i) the Contractor’s breach of this Contract; (ii) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; and (iii) 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.

The existence of insurance shall in no way limit the scope of this Indemnification provision. The Contractor further agrees to reimburse the Board for damage to property caused by the Contractor, or its employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by the same.

8. LAWS AND BOARD POLICIES

- A. The Contractor shall comply with the laws, rules, regulations, and policies of Federal, State, and Local governments. The Contractor specifically acknowledges its obligation to adhere to the Manchester Living Wage law(s), if applicable to the provision of services under the Contract. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with 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 must be familiar with any and all policies, or regulations, of the Board which affect the Services. The Contractor may access the Board’s policies at the following web address: <https://www.mpspride.org/Page/351>

9. COMMUNICABLE DISEASE

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 either in compliance with Governor Lamont's Executive Order 13G and applicable guidance from the Connecticut Department of Public Health ("DPH") or otherwise, shall apply, to the extent permitted by law, to employees of the Contractor assigned to perform services in accordance with the Contract. If there is a shutdown due to the above circumstances, the Board and the Contractor will negotiate a mutual agreement regarding the continuation of invoicing and payments.

10. STUDENT DATA PRIVACY

Student Data. The Parties shall execute Exhibit B, 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 safety and confidentiality of student information, student records and student-generated content (collectively, "student data") received or obtained by the Contractor in connection with the Contract.

11. 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 twenty four (24) hours from such action.

12. 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 Vehicle Operator shall immediately notify the Contractor and the Contractor shall immediately send a replacement Vehicle and notify the Board. 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; (ii) provide, concurrent with the submission of the written report, a seating chart indicating where each passenger was seated at the time of the incident; and (iii) provide the Board with a copy of the police report issued for such event as soon as such report is available.

13. INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing, (10 days for non-payment). Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and approved by the Board of Education. The Board of Education reserves the right to reject insurance companies; if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

- A. The insurance set forth in this Section is required to be maintained in full force until all work required by the contract has been fully completed. Insurance will be primary and non/contributory with a 30-day notice of cancellation in favor of Manchester Public Schools, Manchester Board of Education (Board), Town of Manchester (Town) and any of their officers, agents, officials, employees, volunteers, boards and commissions.
- B. Manchester Public Schools, Manchester Board of Education, Town of Manchester and any of their public officials, agents and employees must be included as additional insureds on all policies except Worker's Compensation.
- C. A waiver of subrogation in favor of Manchester Public Schools, Manchester Board of Education, Town of Manchester and any of their public officials, agents and employees must be included on all policies.

- D. **The following insurance requirements must be met through insurance coverage maintained by Contractor, at its sole expense, during the Term of the Contract:**

Commercial General Liability:

General liability \$1,000,000 (combined single limit) bodily injury/property damage coverage per occurrence.

Automobile Insurance:

Auto liability \$1,000,000 (combined single limit). Property damage and bodily injury coverage.

Workers Compensation and Employers Liability:

Covering all employees and meeting the requirements of Connecticut law.

Umbrella or Excess Liability

\$10,000,000

Sexual Misconduct & Molestation

\$1,000,000

- E. The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing compliance with the minimum coverage levels, as required by this Section.
- F. Any deductible or self-insured retention must be declared to and approved by the District. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.
- G. The Contractor shall hold harmless, defend and indemnify the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools from all claims for damages, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools by third parties, employees of the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools, or employees of the Contractor.

- H. The Parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Contractor's liability to the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools by virtue of this promise to indemnify and hold the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Contractor, the Contractor shall be liable to the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools for the difference, plus all fees and expenses incurred in collecting same, all at the Contractor's sole cost.
- I. Insurance policies shall not be canceled nor shall coverage be reduced or limited without thirty (30) days prior written notice to the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools. (30) days prior written notice will be given to the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. The Board reserves the right to make inquiry to the Contractor for an explanation of coverages and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools.

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; or (x) 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 a violation of any item in subsection (A) of this Section 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. In the event of Contract termination by the Board and the necessity to bid or otherwise negotiate a new contract for Transportation Services with another contractor, the Contractor will be responsible for indemnifying the Board for

costs incurred in obtaining a new contract including any and all increase(s) in costs for Transportation Services, for the duration of the term of the original Contract.

- G. The Contract shall be contingent upon appropriation by the Town of Manchester 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 Boards 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 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. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression, 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, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression or any other category protected by law.

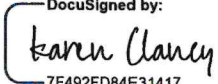
18. MISCELLANEOUS

- 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 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, and including the Bid Documents, constitute the full and complete agreement of the parties hereto, and shall be binding upon their respective permitted successors and assigns. Should the Bid Documents directly contradict the terms of this Contract, the Contract shall control.
- 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. 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 caused this Contract to be executed as of the day and year indicated below.

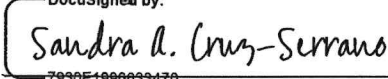
MANCHESTER BOARD OF EDUCATION

By:  DocuSigned by:
7F492FD84E31417

Its Assistant Superintendent of Finance & Mgmt

On This Date 11/21/2022

CREC Transportation Solutions

By:  DocuSigned by:
7930E1996633470...

Deputy Executive Director
Its _____

On This Date 11/2/2022

EXHIBIT A
PRICING

Daily Rate for each of the vehicles listed below – Outside of Manchester

Minivan/Car: \$235 2021/2022

Van: \$235 2021/2022

Lift Van: No Bid

Type II Minibus: No Bid

Type II Lift Minibus No Bid

Type I Bus: No Bid

Aide/Monitor: \$120 2021/2022

Hourly Rate Outside of
Home to School Times: \$45 2021/2022

Alternate Vehicle: No Bid

EXHIBIT B

STUDENT DATA PRIVACY ADDENDUM

This Agreement (“Agreement”) is entered into on the date of execution below between the Manchester Board of Education (the “Board”) and CREC Transportation Solutions (“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, as may be amended (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 a 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 or the Transportation Contract, 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 Board and to notify the Board 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 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 from the Transportation Provider, 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 Board by electronic mail to the Superintendent of Schools 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; and

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.

MANCHESTER BOARD OF EDUCATION

By  11/20/2022
DocuSigned by:
7F492FD84E31417... Date

CREC Transportation Solutions

By  11/2/2022
DocuSigned by:
7930E1996633470... Dater

