TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (hereinafter, the "Agreement"), executed as of July, 1, 2024, is entered into by and between the DARIEN BOARD OF EDUCATION, located in Darien, Connecticut, (hereinafter, the "Board") and FIRST STUDENT, INC., with its corporate offices located at 191 Rosa Parks Street, Cincinnati, Ohio 45202 (hereinafter, the "Contractor"). The Board and the Contractor may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Board is desirous of entering into a contract with the Contractor to provide for the transportation of Students (as defined herein) to and from the schools operated by the Darien Public Schools (the "District") or otherwise designated by the Board for a term of five (5) years, commencing on July 1, 2024 and terminatingon June 30, 2029; and

WHEREAS, on October 18, 2023 the Board issued that certain Invitation to Bid and on December 5, 2023 (the "ITB"), the Contractor submitted a formal response to the ITB; and

WHEREAS, on May 28, 2024 the Board voted to authorize the Superintendent of the Darien Public Schools (the "Superintendent") or designee to negotiate an agreement with the Contractor in accordance with that certain ITB and the Contractor's response to said ITB; and

WHEREAS, the Contractor is willing, capable, and ready to furnish the regular and special education transportation services requested by the Board.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the sufficiency of which is acknowledged, the Parties agree as follows:

1. GENERAL TERMS

1.1. The term of this Agreement shall continue for five (5) years, commencing on July 1, 2024 and terminating on June 30, 2029 (the "Term"), unless terminated early in accordance with the terms of this Agreement. This Agreement may be extended by mutual written agreement for two (2) additional one-year periods, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before December 1st of the preceding school year.

1.2. The Contractor agrees that it shall transport to and from the schools in the District and other institutions as designated by the Board such resident children as may be designated by the Board (the "Students"), and at such locations, days, times and hours as designated by the Board, each of may change from time-to-time, with prior written notice to the Contractor, and shall make such stops and travel along such routes as are designated by the Board, including, but not limited to, transportation relating to public home-to-school, identified in-town special education, pre-school, summer (extended school year) and Special Trips (as defined herein)(collectively, the "Transportation Services"). To avoid any doubt and notwithstanding anything contained herein to the contrary, nothing in this Agreement shall prohibit the Board from engaging another contractor to provide student transportation for special education students or from providing its own student transportation for special education students. The Contractor specifically

represents that it shall not refuse any Transportation Service request by the Board within the scope of this Agreement, including any request for special education transportation services. Should the Contractor have particularized concerns about safety in regard to any requested service, the Parties agree to collaborate in good faith to promote the safety of all individuals on a Vehicle (as defined herein), but in no case may the Contractor refuse a request for Transportation Services within the scope of this Agreement. The Parties hereby agree and understand that the Contractor does not have the exclusive right to provide Special Trips and that the Board provides, on a limited basis, certain vehicles and vans that are owned and operated by the District to transport certain Students from time-to-time.

1.3. The Board agrees to pay, subject to the terms and conditions of this Agreement, the Contractor the compensation set forth in Exhibit A, provided that the Transportation Services are furnished in accordance with this Agreement. The Parties agree that no other payments shall be made to the Contractor who shall furnish all of the Vehicles, vehicle operators, labor, materials, equipment, permits and licenses and other facilities necessary to provide the Transportation Services required, including the staff and other services necessary for the proper performance of the Contractor's duties. The Parties agree that all mileage for all Vehicles is included in the pricing set forth in Exhibit A. The Board may withhold payments for Transportation Services when the Board determines, in its sole discretion, that such services do not meet the requirements of this Agreement. Payments for such services shall not be made until the Contractor has made corrections which are acceptable to the Board.

2. VEHICLES.

2.1. The Contractor agrees to the following conditions regarding buses and any other vehicles used to perform the Transportation Services, including propane-powered vehicles utilized in the Propane Transition (as defined herein) and any and all "spare" vehicles (collectively, the "Vehicles"):

2.1.1. The Parties acknowledge that the Board's transportation needs shall vary during the Term. Vehicles shall be furnished in such number and type as deemed necessary by the Board for the transportation of Students, except as otherwise provided in this Agreement. The Contractor shall have additional Vehicles available for Special Trips, as requested by the Board. In addition to the foregoing Vehicles required for Special Trips, at all times during the Term, the Contractor shall have available spare Vehicles in a minimum amount equal to twenty per cent (20%) of each category without additional charge to the Board.

2.1.2. All Vehicles and other equipment utilized in providing Transportation Services shall be equipped, operated, and maintained in compliance with all laws, rules, regulations and policies of federal, state, and local governments pertaining to school transportation Vehicles and applicable Board policies. It shall be the sole responsibility of the Contractor to ensure that all personnel employed are familiar with, and follow, all of the aforesaid laws, rules, regulations and policies.

2.1.3. The Contractor shall provide the Board, at least one week prior to the start of each school year, and updated as necessary, a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the Transportation Services, including, the year of manufacture, make of the chassis, make of the body, seating capacity, and V.I.N. number. The Contractor shall provide any other information regarding the Vehicles requested by the Board.

2.1.4. All Vehicles are to be numbered by the Contractor as designated by the Board, and such numbers are to be clearly visible on the outside of the Vehicle. All Vehicles shall be marked "Darien Public Schools", unless otherwise agreed to by the Board in writing.

2.1.5. All Vehicles shall be no more than ten 10 (10) years old as of July 1, 2024 and the average age of the entire fleet of Vehicles shall be no more than ten (10) years old at any time during the Term. Upon

the replacement of twenty (20) diesel Vehicles with twenty (20) propane Vehicles to service this Agreement, all Vehicles shall be no more than seven (7) years old.

2.1.6. If, during the Term, the Superintendent determines that it will require additional Vehicles and/or Vehicle Operators (as defined herein), the Superintendent shall notify the Contractor of such increase and the Contractor shall use its best efforts to provide such additional services. If, during the Term, the Superintendent determines that it will require fewer Vehicles and/or Vehicle Operators (as defined herein), the Superintendent shall notify the Contractor of such decrease. Where such increase or decrease materially impacts the service levels or equipment levels required of the Contractor under the routes as described in Exhibit A or the schedules, days of service, hours or miles, or Vehicle requirements contained in this Agreement, the Parties shall negotiate to adjust rates proportionately to cover increases or decreases in cost structure associated with such changes. All payments or credits are to be based on the rates applicable to the type of Vehicle requested and the relevant time period.

2.1.7. All Vehicles must be maintained so as to ensure proper starting, good visibility and safe operation during all types of weather. The Contractor must display a copy of the most recent State Motor Vehicle Inspection for each Vehicle.

2.1.8. The Contractor or its agent shall inspect all Vehicles daily before the first run in the morning. This check list shall be a maintained, written record and shall be promptly provided to the Board upon its request. The inspection shall include, but not be limited to, checking the brakes, lights, tires, oil, gas, radiators, heaters, and all other safety equipment on the Vehicle. Snow accumulation shall be removed from all Vehicles prior to any run. Records of the inspection shall be kept on a check-off list prepared by the Contractor and approved by the Board.

2.1.9. A weekly schedule for servicing Vehicles shall be maintained and shall include: oil,grease, tires, battery. brakes and all safety equipment. A copy of the service schedule form shall be furnished to the Board upon request.

2.1.10. The Contractor is required to perform appropriate and necessary maintenance on all Vehicles used to provide the Transportation Services in accordance with this Agreement.

2.1.11. The interior and exterior of all Vehicles must be kept clean and in good repair. The interior of all Vehicles must be kept at comfortable temperatures while transporting Students. No Vehicle shall be used to provide Transportation Services for special education students unless it has operational air conditioning.

2.1.12. Each Vehicle must be equipped with a two-way radio. The Contractor shall provide the District Transportation Coordinator with a portable two-way radio capable of communicating with all Vehicles.

2.1.13. All Vehicles used in the performance of this Agreement must be equipped with four (4) video cameras on the inside of the Vehicle and two (2) video cameras on the outside of the Vehicle to monitor passenger behavior and related activities at all times during the Term. The Contractor shall ensure that video cameras with audio capture feature are operational on each Vehicle used by the Contractor to provide Transportation Services in accordance with this Agreement. 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.

To avoid any doubt, the mandate to have operational cameras in all Vehicles providing the Transportation Services in accordance with the Agreement is fundamental to the Contractor's 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. Signage shall be placed in each Vehicle to indicate that students are being recorded.

2.1.14. All Vehicles must be equipped with a "Child Check Mate System" or equivalent, as approved by the Board, to ensure that no child remains on a Vehicle at the end of each route.

2.1.15. The Board 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.

2.1.16. The Board may, with written notice, require the Contractor to discontinue the use of any Vehicle which it deems 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 Agreement.

2.1.17. The Contractor shall provide Vehicles without any additional charge or cost to all schools a minimum of two times a year for bus safety drills, including instruction in emergency evacuation, in a manner approved by the Board.

2.1.18. All Vehicles used in the performance of the Transportation Services shall not display, either inside or outside of the Vehicle, any advertisement without the prior written authorization of the Superintendent or his/her designee.

2.1.19. All Vehicles used to transport special education students must have seat belts, child restraint seats, harnesses or other suitable restraints and wheel chair lifts to meet the needs of each student.

2.1.20. Should applicable law require child restraints for <u>all</u> students being provided Transportation Services, the Parties shall negotiate in good faith to provide for alternate pricing. It shall be the Contractor's responsibility to provide compliant restraints.

3. PERSONNEL.

3.1. The Contractor shall provide qualified, reliable and capable personnel who are of good moral character to support the delivery of the Transportation Services required under this Agreement.

3.2. The Contractor agrees to perform the Transportation Services under the direction of a full-time trained and qualified supervisor, who shall be in the employ of the Contractor, and who shall be stationed in the bus depot utilized by the Contractor to provide the Transportation Services (the "Bus Depot") at all times that the Transportation Services set forth in this Agreement are being performed.

3.3. There shall be at least one trained and qualified supervisor, mechanic and mechanic's helper in the employ of the Contractor, each of which must be trained and qualified to service each of the types of

Vehicles utilized under this Agreement.

3.4. The supervisor, mechanic and mechanic's helper shall be employed in addition to the number of Vehicle Operators and substitute Vehicle Operators required for scheduled routes and shall not drive with the exception of extreme emergencies. The supervisor shall act as the liaison between the Contractor and the Board or its agents. The purpose of this section is to ensure that the supervisor can be contacted immediately by telephone or radio at all times when Vehicles are running when the schedule is interrupted for any reason.

3.5. The Contractor shall provide one (1) bus monitor to support the delivery of the Transportation Services on each Type II bus. The Board reserves the right to provide its own bus monitors and/or paraprofessionals to ride any Vehicle at any time.

3.6. The Contractor agrees to the following conditions regarding operators of all Vehicles ("Vehicle Operators") under the terms of this Agreement:

3.6.1. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. To the extent permitted by law, the Board shall have the right to review all personnel records of the Contractor employees performing the Transportation Services. All Vehicle Operators shall be compliant with all local, state and federal laws, rules and regulations. The Contractor shall furnish certification of such compliance, a list of certified Vehicle Operators, and a copy of each Driver's Connecticut Commercial Driver's License (CDL) to the Superintendent, or designee, prior to the opening of school each year, and no other Vehicle Operators may be used without written notice to and approval by the Superintendent, or designee. The Contractor shall report new hires to the Superintendent, or designee, immediately. The Contractor shall be required to provide such additional information regarding Vehicle Operators that the Board reasonably requests. Proof of compliance with any legal requirement associated with the provision of the Transportation Services by Vehicle Operators shall be promptly provided upon request by the Board.

3.6.2. Vehicle Operators shall be responsible to demonstrate professional relationships with the students and their parents/guardians served, the employees and management of the Board, and the community-at-large.

3.6.3. The Contractor shall provide competitive compensation to all Vehicle Operators to avoid the problem of a driver shortage in achieving the expected level of performance of the Agreement.

3.6.4. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements. If there are any strikes by Vehicle Operators, the Contractor shall be solely responsible for providing qualified alternate Vehicle Operators and/or Transportation Services.

3.6.5. The Contractor shall ensure that all Vehicle Operators and bus monitors used in the performance of the Agreement are able to understand and speak English and that all such persons must be capable of performing the essential functions of the job, with or without reasonable accommodations.

3.6.6. The Contractor shall inform all Vehicle Operators that changes in routes, stops or schedules may be made only with the approval of the Board. Designated routes shall be provided prior to the start of school and during the year. Vehicle Operators are expected to traverse their AM and PM assigned route(s) one or more times, until they are familiar with all assigned stops and roads prior to the first day of school. These trial runs should be conducted during the typical AM and PM route times to best replicate traffic issues and times. The cost of trial runs shall be borne by the Contractor and shall not be billed to the Board. The Contractor shall provide written verification of this trial run process to the Board. Standby Vehicle Operators are also expected to be familiar with the routes to ensure efficient

operations in the event that the Vehicle Operator normally assigned is not available. If a spare Vehicle Operator, used on a route, is unfamiliar with the route, the Contractor shall also assign a Monitor, at the Contractor's expense, to accompany and assist the spare Vehicle Operator. The Superintendent, or designee, shall be informed each time an alternate Vehicle Operator is required to substitute for an assigned Vehicle Operator.

3.6.7. A list of at least five (5) spare Vehicle Operators for the District must be on file in the Office of the Superintendent.

3.6.8. 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. The Contractor shall provide a continuing safety education program for Vehicle Operators and students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect. Certification of all training and copies of all bulletins shall be provided to the Superintendent, or designee, including proof of attendance of Vehicle Operators at such training as the Board shall reasonably request.

3.6.9. Vehicle Operators shall receive special training necessary or advisable and be determined qualified before providing that portion of the Transportation Services related to special education. The Special Education Department may approve or disapprove any Vehicle Operator assigned by the Contractor to perform those portions of the Transportation Services related to special education provided that the Special Education Department shall notify the Contractor in writing and include the reasons therefore, and provided further that such notification does not violate applicable local, state or federal laws, rules or regulations.

3.7. Location Manager: A Location Manager shall be provided by the Contractor and the Location Manager shall only be responsible for the Transportation Services and shall not perform any transportation duties related to any other district unless previously approved by the Board in writing, which such approval shall be granted or withheld in the Board's sole discretion. Said Location Manager will be directly responsible for contacts with parents/guardians regarding transportation problems; provided, however, that all such routing and parent/guardian contacts are authorized by officials of the Board. Said Location Manager also shall be responsible for compliance by Vehicle Operators with all District policies, all statistical studies and reports required by the Board, including those items necessary for State of Connecticut purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Location Manager shall arrange with the Board to be available during all hours that the Transportation Services are being performed pursuant to the Agreement, as well as one (1) hour prior to the beginning of each day's hours of service, and for meetings with representatives of the Board. In addition, The Location Manager shall be available by phone 2 ½ hours prior to the first AM run and one (1) hour after the final PM run is completed for emergency contacts from the District. The Location Manager is required to meet all State regulations and training requirements.

The Location Manager is precluded from any bus driver duties, driving any bus, and/or bus maintenance functions. Sufficient management personnel shall be maintained and available from at least 6:00 A.M. to 5:00 P.M. when school is in session. The Location Manager will perform his/her duties from the Bus Depot.

3.8. Location Manager Supervisor. A Location Manager Supervisor shall be provided by the Contractor hereunder to supervise the Location Manager. While said Location Manager Supervisor is responsible for supervising the Location Manager and the Board's Transportation Services, the Board understands that said Location Manager Supervisor may also be responsible for supervising the transportation services for another district.

3.9. Dispatcher(s): The person(s) serving in this capacity shall be trained in the assignment of Vehicles and Vehicle Operators, the use of radio systems, effective communications with parents/guardians and District staff

members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of the Transportation Services.

The Dispatcher shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the Transportation Coordinator or designee, until the last student is off the last bus and the Dispatcher notifies the Board that all of the Students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining the Transportation Services and the Bus Depot each day until the Board is so notified. The Contractor will also have in place a designated "hot-line" telephone number that can be utilized by Board personnel only for emergency contact with the Bus Depot. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public. The Dispatcher(s) shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times.

3.10. The Location Manager and/or the Dispatcher are strictly precluded from driving duties or maintenance duties, except in an emergency as determined solely by the Board and upon the Board's prior approval.

3.11. Should the Contractor utilize a bus depot from which it services others districts, the Contractor's staff members who are not assigned to service the District shall be strictly prohibited from engaging in, or interfering with, the Board's Transportation Services.

3.12. Between the hours of 5:00 a.m. and 5:30 p.m. on each day when the District's school transportation system is in operation there shall be present at the Bus Depot either a Dispatcher or the Location Manager.

The Board reserves the right to require the removal of any Vehicle Operator, Location Manager, Location Manager Supervisor or Dispatcher whom, in the reasonable judgement of the Board, is not qualified by temperament, personality or for any other reason to drive a Vehicle and/or be in contact with Students or their parents/guardians. The Contractor shall immediately remove any such Vehicle Operator, Location Manager, Location Manager Supervisor or Dispatcher upon its receipt of said notice from the Board, provided the notification shall be made to the Contractor in writing and include the reasons therefore, and provided further that such notification does not violate applicable local, state or federal laws, rules or regulations.

3.13. Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the Board through a safety supervisor. If deemed necessary by the Board, this person will personally travel a route with the assigned driver at least once a year to survey not only the Vehicle Operator's performance but also to evaluate route hazards and equipment efficiency. This position is not required to be dedicated full-time to the Board; however sufficient time allocations must be in place in order to provide on-going training services to the staff performing services in accordance with this Agreement.

3.14. Other Employees: The employee positions set forth herein shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the Board. It is the Contractor's responsibility to determine what additional employees may be required to deliver the Transportation Services.

3.15. All office staff, Vehicle Operators and bus monitors provided by the Contractor pursuant to the Agreement shall be properly dressed, shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the Board in a positive way. All Vehicle Operators must wear photo identification tags provided by the Contractor whenever they come in contact with Students or school building personnel while working in their assigned tasks.

3.16. For each employee of the Contractor who performs services for the Board involving direct contract with Students, the Contractor shall comply with the following background and employment history checks:

3.16.1. 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.

3.16.2. 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.

3.16.3. The Contractor shall perform, and the Contractor's employee shall submit to, state and national criminal records checks in accordance with Sections 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.

3.16.4. 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 4 before any 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 be registered as a sexual offender, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.

3.16.5. The Contractor shall provide written confirmation to the Board that it has complied with 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.

3.16.6. The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section.

3.16.7. 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 Students, 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 this Agreement. By assigning, and/or maintaining the assignment of, any employee of the Contractor performing services under this 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 Students.

4. OPERATION OF VEHICLES.

4.1. The operation of Vehicles, including the pick-up and drop-off of Students, must comply with the Board's Transportation Policy, as it may be amended from time. The Board shall provide any revisions to such policy to the Contractor.

4.2. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. The 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.

4.3. Only individuals specifically designated or authorized by the Board shall be allowed to ride the Vehicles.

4.4. The Parties agree that the Contractor shall have the responsibility to, and the necessary authority to. supervise and control Students on the Vehicles pursuant to such policies and rules as are from time-to-time adopted by the Board. The Contractor is responsible for knowing and strictly following all such polices and rules and for ensuring that all Vehicle Operators are aware of, and follow, such policies and rules. Such authorization shall not, however, include the right to remove any Student from the Vehicle before it reaches its destination or engages in any other act which is likely to result in injury or danger to any student. In the event of a disciplinary infraction by a student on a Vehicle which in any way imperils safe operations, the Contractor shall require that Vehicle Operator stop the Vehicle and not proceed until discipline is voluntarily restored. The Vehicle Operator then shall immediately alert the Contractor's office via radio. The Vehicle Operator shall also report, in writing, all such occurrences to the Contractor, and the Contractor shall promptly notify the principal[s] of the school for which the Students attend. At all times, the Vehicle Operator 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 Vehicle Operator shall be reported, in writing, to the appropriate school administrator and to the Board's designee.

4.5. The Contractor shall be fully responsible for the care and supervision of Students at all times that the Transportation Services are being provided. The transportation of a Student shall be deemed to have begun when such Student boards the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at the appropriate, safe place.

4.6. No pre-school and kindergarten Students are to be released without adult supervision being present. If there is no adult to meet the Student, the Student is to be kept on the bus and the Vehicle Operator is to notify dispatch immediately for direction.

4.7. No Vehicle Operator shall allow a student to leave a Vehicle except at scheduled stops unless otherwise authorized by the Board in writing. Vehicle Operators are to remain in the Vehicle at all times when Students are aboard, unless relieved by authorized personnel.

4.8. Vehicle Operators shall report to the Contractor immediately all accidents of any nature. The Contractor shall furnish the Superintendent a written copy of each accident report with complete details within twenty-four (24) hours. The Contractor shall ensure that, in the event of an accident, with or without any serious or minor injuries, the Contractor immediately reports the accident to the office of the Superintendent.

4.9. Vehicle Operators shall not smoke or carry a lighted cigarette or other smoking device, including any vaping device, when on board oroperating a Vehicle. Vehicle Operators shall not be in possession of, or under the influence of, alcohol or any other intoxicating substance, legal or illegal, when operating a Vehicle.

4.10. Vehicle Operators are responsible for limiting passengers only to those who are eligible to ride the Vehicle.

4.11. Vehicles shall not be operated at any excessive speed, but always in a reasonable and prudent manner, with due regard for the safety and welfare of the Students transported.

4.12. Vehicle Operators shall not operate a Vehicle in excess of its rated capacity.

4.13. Vehicle Operators shall make sure that Students board or leave a Vehicle only when it is stopped.

4.14. Vehicle Operators are responsible to ensure that all Students are seated and remain seated while the Vehicle is in operation.

4.15. Vehicle Operators do not have the authority to refuse any Student who is eligible for transportation the right to ride a Vehicle except with the Board's written authorization prior to any refusal.

4.16. The Contractor shall provide Transportation Services for early dismissals or late openings of any and all schools to which Students are transported under this Agreement. Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, the Board shall provide reasonable notice to the Contractor of such cancellation or delay or early dismissal. Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and the Board shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

4.17. Vehicles and Vehicle Operators must be available on sixty (60) minutes notice for early closing of one or all schools in emergencies and upon one day's notice for early closing of any one or all schools for staff workshops or other activities needed.All scheduled early closings or schedule differences from day-to-day shall require the scheduled number of Vehicles to be at each building on time without regard to other needs.

4.18. All Vehicles used by the Contractor to provide Transportation Services shall be garaged (except while undergoing repairs and maintenance) in the Bus Depot unless otherwise approved by the Board in writing. In the event that approval is given to garage Vehicles used by the Contractor to provide Transportation Services outside of Darien, no deadhead miles shall be funded by the Board.

4.19. The Contractor shall provide Vehicles for late runs upon the Board's request.

4.20. The Contractor must make available one or more Vehicles for the transportation of Students, teachers and other designated persons to and from Special Trips within Connecticut (unless an out-of-state location is agreed upon by the Parties). Payment for Special Trips shall be made in accordance with Exhibit A.

4.21. No Student shall arrive at school more than fifteen (15) minutes prior to the school opening in the morning. No Student shall remain at school waiting for transportation home for more than fifteen (15) minutes after school has dismissed.

4.22. After school, Vehicles shall not leave the school until at least five (5) minutes following dismissal. No Student shall be dropped off at his or her bus stop later than sixty (60) minutes after leaving the school except under extraordinary conditions or as approved by the Board.

4.23. Students in pre-Kindergarten and Kindergarten shall be picked up or discharged in front of their home or designated location without regard to other bus stops. Exceptions can be agreed upon by the Parties

for safety reasons only.

5. INSURANCE.

5.1. The Contractor shall purchase all insurance coverage for all Vehicles, all of its employees and for any and all claims that arise from or may arise from the performance of the Transportation Services. The Board and the Town of Darien shall be designated as "additional insureds" on all policies on a primary and non-contributory basis per contract. Coverage shall be maintained in amounts meeting or exceeding the requirements set forth in Exhibit D. The Contractor shall secure a Certificate of Insurance from the insurance agent and have a current certificate on file with the Board at all times during the Term. The Board shall be given thirty (30) calendar days' advance notice of any change to or cancellation of any or all insurance policies required under this Agreement. The Board shall not be responsible or liable for any damage to any Vehicle either inside or outside by vandalism or from any other cause and does not provide insurance for or insure the Vehicles. Sexual abuse and molestation endorsement is required on general liability policy. Waiver of subrogation is required in favor of the Town of Darien and the Board on all insurance policies, including workers' compensation.

6. PERFORMANCE BOND

6.1. The Board may, at its option, require that the Contractor shall furnish to the Board a Surety Performance Bond ("Performance Bond") in a form satisfactory to the Board assuring the faithful performance of this Agreement. The Performance Bond shall be equal to one hundred percent (100%) of such year's estimated Agreement price (excluding Special Trips) as reviewed and agreed upon by the Board. The Contractor must send such Performance Bond to the Board prior to April 1 if the Performance Bond has been required for the following school year. Each such Performance Bond shall be furnished by a surety company acceptable to the Board and licensed or authorized to do business in Connecticut. Should the Agreement price for any year increase during the year, the Board may require the Contractor to provide a Performance Bond for the increase in the Agreement price for the remainder of the school year. The price of any such Performance Bond shall be invoiced to the Board at the yearly rates detailed on Exhibit A.

7. INVOICES/PAYMENT.

7.1. The Contractor shall submit an itemized invoice, substantially in the form attached as Exhibit B, as soon as practicable upon the conclusion of each month during the Term, but in any event not later than the tenth day of the following month. Delayed billing is not acceptable and shall not be honored. Payment to the Contractor shall be made, following receipt and approval of an itemized invoice as required by this Agreement, in monthly payments. The first payment shall be made in October of each school year during the Term. The last payment, for June of each school year during the Term, shall be made as part of the fiscal year's closing in July.

7.2. Notwithstanding the provisions of Section 7.1 above regarding monthly billing, the Board shall have the option to pay for the Transportation Services in two (2) installments, with the first installment being made prior to September 1st and the second installment being made prior to January 1st of each school year in order to receive a one and a half percent (1.5%) discount of the payments due under this Agreement related to public home-to-school and excluding identified in-town special education, preschool, summer (extended school year) and Special Trips. Should the Board make such pre-payment election, all invoices for identified in-town special education, preschool, summer (extended school year) and Special Trips shall be invoiced monthly in accordance with Section 7.1. To avoid any doubt, such one and one half percent (1.5%) discount shall only apply to those portions of the Transportation Services which have been prepaid (i.e. public home-to-school).

7.3. The Parties agree that the transition will be made from diesel-powered or gasoline-powered Vehicles to

propane-powered Vehicles (the "Propane Transition") according to the schedule set forth in Exhibit A. Notwithstanding anything contained herein to the contrary, the Parties expressly acknowledge and agree that the pricing set forth in Exhibit A relating to the Propane Transition is based on the good faith assumption that the Contractor will not receive any grant funding, rebates, incentives, or other benefits related to the funding of propane-powered Vehicles used in the Propane Transition (the "Grant Funding"). Should the Contractor at any time during the Term receive any Grant Funding it shall promptly provide the District with an accounting of all of the Grant Funding and the Parties shall enter into a good faith negotiation to reduce the rates during the remaining portion of the Term. Such accounting shall include such detail as the District shall reasonably require. The Parties expressly agree that nothing contained in this Agreement shall preclude the Board from identifying, pursuing and obtaining any grant funding, rebates, incentives, or other benefits related to the funding of propane-powered Vehicles and should any of the foregoing be identified, pursued and/or obtained, the Contractor agrees to enter into a good faith negotiation with the Board to amend this Agreement so that the Board is able to best benefit from such funds.

7.4. The Transportation Services shall be provided by the Contractor according to the applicable school calendar(s), as may be revised or adjusted by the Board or its designee from time to time.

7.5. The Board, acting through the Superintendent or otherwise, reserves the right to cancel scheduled in person school days during the Term because of weather, pandemics/epidemics and/or other emergencies or threats to safety and to change the school calendar as necessary during the school year. Whenever school is closed and in person school is suspended for the day, for any reason, the Board, acting through the Superintendent or otherwise, shall notify the Contractor on each day of such closure prior to 5:45 AM. The Board shall not be charged or otherwise penalized for such changes, provided, however, that if the Board fails to notify the Contractor prior to 5:45 AM, the Board shall compensate the Contractor $75 per Vehicle up to a daily total of $1,875 per day.

7.6. Notwithstanding any provision of this Agreement to the contrary, if the Board, or any government agency temporarily, intermittently, or permanently suspends in person classes during the Term due to a pandemic or other event, the Parties shall negotiate, in good faith, regarding whether any payment should be made by the Board to the Contractor to ensure continuity of service. The Contractor shall produce, upon request, documentation of costs to inform such negotiations.

7.7. The Board may request that the Contractor perform additional tasks under this Agreement. If the Contractor agrees to such request, the Contractor shall perform such assignments in accordance with an agreed upon schedule and level of effort. The Contractor shall invoice the Board per an agreed upon cost structure for such additional services.

7.8. If in the event one or more Vehicles do not operate in strict compliance with this Agreement, over each independent route, on any school day, the entire daily cost of such Vehicle shall be deducted from the Contractor's invoiced charges.

8. FUEL.

8.1. The Board shall supply diesel fuel, unleaded gasoline and propane, as applicable, for the Vehicles (the "fuel"). With the exception of gasoline, fuel will be delivered to the Vehicles via wet hose fueling. The Contractor shall purchase gasoline from retail vendors. Actual fuel costs shall be billed to the District, but the Contractor shall be responsible for non-fuel costs associated with wet hose fueling.

8.2. 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 require the auditing of fuel use by the Contractor. The Contractor shall promptly provide fuel usage records, corresponding odometer readings, and any other

information required by the Board to inform such fuel audit.

8.3. The Contractor shall cooperate with the Board in the determination of fuel needs in accordance with the Agreement, including the provision of documentation in support of estimated fuel needs.

8.4. Any fuel needed while on trips where the purchase of additional fuel is necessary is the responsibility of the Contractor.

9. ROUTES AND TIME SCHEDULES.

9.1. Vehicle Operators must adhere to routes and time schedules as established and approved by the Board. Vehicle Operators who discover cause for a route or a time adjustment shall promptly report same to the dispatcher. Changes in routes and time schedules shall take place only after authorization by the Board.

9.2. The Contractor agrees to maintain routes and time schedules as agreed with the Board. The Board reserves the right to determine, to change, and to control the routing of all Vehicles used to provide the Transportation Services at all times if the need occurs. Actual bus stops are to be established in collaboration between the Board or its agent and the Contractor. The Board agrees that it shall provide reasonable notice of any changes which become necessary or desirable in routes and time schedules.

9.3. The Transportation Services shall include the number of Vehicles needed to maintain the pre-kindergarten and kindergarten routes that are necessary to properly operate the homebound and the school-bound routes.

9.4. The Transportation Services includes inter-school routes, as required by the Board.

9.5. The Contractor shall be aware that, at times, schools shall operate on a reduced-time schedule and shall, therefore, be prepared for such deviations.

10. SPECIAL TRIPS.

10.1. Field Trips and Other Activity Trips: The Contractor agrees to furnish such Vehicles as the Board may need for the transportation of Students on field trips, to athletic events, and other school-sponsored activities. within Connecticut (unless an out-of-state location is agreed upon by the Parties) (collectively, "Special Trips"). Special Trips shall include the required waiting time for the purpose the trips have been planned. The Contractor shall charge the Board for such trips in a manner consistent with Exhibit A. Any mileage-based charges are to be calculated from the Darien Town Hall to the town or city hall located in the destination city or town. The basis for establishing the proper mileage is to be the *State of Connecticut Register and Manual.*

10.2. Notwithstanding anything contained herein to the contrary, the Contractor does not have the exclusive right to provide transportation for Special Trips and the Board may contract with another transportation provider for such services at any time.

11. COMPLIANCE.

11.1. The Contractor shall perform the Transportation Services in strict compliance with federal, state, and local law, as well as Board policy.

The Contractor must be familiar with any Board policies (including, without limitation, the Board's Transportation Policy) or regulations which affect the Transportation Services provided under this Agreement. The Contractor and the Contractor's employees shall each be responsible for reviewing, at a minimum, on an annual basis, and complying with, all applicable Board policies in their forms as posted on the Board's website as of the commencement date of the Agreement or as otherwise provided by the Board to the Contractor, including, but not limited to, its non-discrimination policy, as such policies may be amended from time to time. Any questions regarding any policy or its application may be directed by the Contractor to the Superintendent. The Board's policies can be accessed at the following web address:

https://www.darienps.org/board-of-education/policies

11.2. Confidentiality of Student Records and Student Data Privacy. The Contractor shall comply with the Family Educational Rights and Privacy Act ("FERPA") in its performance under this Agreement. The Parties shall execute the Student Data Privacy Addendum to the Agreement, 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 to this Agreement as Exhibit C).

11.3. Mandatory Reporting.

11.3.1. Reporting of Suspected Abuse and/or Neglect. In connection with the Contractor's provision of services to the Board pursuant to this Agreement, any official, agent, and employee of the Contractor should be considered a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes. The Contractor agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, suspected child abuse and/or neglect to the Connecticut Department of Children and Families in accordance with Connecticut law and to otherwise comply with the Board's Child Abuse and Neglect Reporting Policy, which can be accessed at the following web address:

https://resources.finalsite.net/images/v1697119323/darienpsorg/zklf9bykarii2gxxwatm/4025.pdf

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent.

11.3.2. Reporting of Information to Board Officials. The Contractor shall require its personnel to report any disturbances, irregularities, instances of inappropriate conduct of any type, or disciplinary infractions by Students, which are observed during the performance of services to the Board pursuant to this Agreement, to the building principal or other designated Board official. In the case of uncertainty regarding the appropriate Board official to contact with any such report, such report may be made to the Superintendent's office. The Contractor is specifically advised, without limitation, that the Contractor, and any official, agent, and employee of the Contractor, must report acts or allegations of sexual harassment under Title IX of the Education Amendments of 1972. The Contractor agrees to report, or cause to be reported through any official, agent, or employee of the Contractor, any act of sexual harassment witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's policy concerning Title IX/Prohibition Against Sex Discrimination and Sexual Harassment, which can be accessed at the following web address:

https://resources.finalsite.net/images/v1691003493/darienpsorg/l1bj4hb5ghaqqe1h9tro/4118.pdf

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing

services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent."

12. RECORDS AND REPORTS.

12.1. The Contractor shall promptly provide those reports and records which may be reasonably requested by the Board pertaining to Students, routes, stops, mileage audits, fuel use and other information having to do with daily operations.

12.2. The Contractor shall maintain such records and submit such reports, as are deemed necessary by the Board and as negotiated between the Contractor and the Board from time to time. All reports required by the Board shall be submitted on forms mutually agreed upon by the Parties.

13. Failure of Operation and Liquidated Damages.

13.1. The Board and the Contractor agree that in certain circumstances, the actual damages incurred by the Board shall be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Board may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Board shall not pay for any services that have not been provided. The Board shall accumulate any liquidated damages and delay any assessment to the Contractor until the accumulated liquidated damages reach or exceed $1,000 in any school year. Should the assessment level be reached, the Board reserves the right to assess all accumulated liquidated damages and the Contractor shall promptly pay the Board for such amount either in the form of a check or in the form on a credit on the Board's next invoice, should a future invoice be due under this Agreement. During the term of any accumulation, the Board shall provide the Contractor notice of the damages assessed within thirty (30) calendar days of the Board's determination that it intends to assess liquidated damages and provide the Contractor an opportunity to remedy the violating actions and/or respond to the Board's determination. While the Contractor shall have the opportunity to respond to the Board to offer any evidence of mitigating circumstances that might have caused the service issue, any such response must be made within thirty (30) calendar days after the Contractor's receipt of the Board's notification and the ultimate determination as to whether mitigating circumstances existed and liquidated damages will be imposed rests solely with the Board.

13.2. In view of the difficulty the Board shall suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

13.2.1. If at any time the Contractor does not provide the required number of Vehicles or Vehicle Operators necessary under the Contract, the Board may deduct from its monthly payment the pro-rata cost of the Vehicle for that day, plus $200.00, or the cost of the Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.

13.2.2. If the Contractor does not supply the necessary spare Vehicles to operate the Transportation Services within a 20-minute reporting standard, the Board shall deduct from the monthly payment the pro-rata cost of the Vehicle(s) that the spare Vehicle(s) was/were designated to replace for that day, plus $100.00.

13.2.3. This Contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the Contractor of such

problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct $200.00 from the monthly payment for each such occurrence.

13.2.4. If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Board and/or who does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of $300.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the Vehicle for that day.

13.2.5. In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Board shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the account of the Contractor.

13.2.6. The Board requires that all Vehicles have operating and active radios. A $200 per day per bus liquidated damage shall be assessed for any Vehicle which does not comply with this requirement.

13.2.7. The Board requires that at all times the Vehicles have operable digital cameras meeting the requirements set forth in this Agreement and operable GPS capabilities. A $200 per day per bus liquidated damage may be assessed for any bus that violates this requirement.

13.2.8. The Contractor is required to maintain a spare bus ratio of at least 20% of each Vehicle type. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the Board, the Contractor may be assessed a $200 per day per bus liquidated damage.

13.2.9. Vehicles must meet the age requirements as detailed herein. Vehicles that do not comply with these requirements, and that are found to be operating on any route in violation of this Agreement, shall result in liquidated damages of $100 per day plus the per diem cost of the service provided by the Vehicle.

13.2.10. The Location Manager and/or Dispatcher are precluded from driving duties or maintenance duties, except in an emergency as determined solely by the Board. Should either the Location Manager or Dispatcher drive one or more routes without the prior approval of the Board, the Board reserves the right to not pay for that portion of the run operated, plus assess a $100 per occurrence liquidated damage.

13.2.11. Special Trips are an important element of the Board's educational program. Therefore, it is expected that the Contractor shall meet the Board's needs given that the Board duly informs the Contractor of any Special Trip at least 24 hours ahead of said Special Trip. Failure by the Contractor to provide the necessary Vehicle(s) and Vehicle Operator(s) shall result in nonpayment by the Board for the trip, a $100 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the Board for any financial damages that the Board may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a Vehicle is more than 15 minutes late for any aspect of a scheduled trip, the Board reserves the right to assess a $100 per trip liquidated damage for the late arrival. However, the Board realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of Vehicles to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary Vehicles or Vehicle Operators and must notify the Board at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to Vehicles. The Contractor is expected and required to have a sufficient staff to meet the Board's needs.

13.2.12. A reliable transportation system is important to meet the education requirements of the Students and the Board. To this end, Students must be picked up in the AM in a timely and consistent manner, and Students must be delivered home in the PM in an efficient manner. If a bus arrives more than 15 minutes late in the AM or departs more than 15 minutes late in the PM, the Board reserves the right to deduct $100 per

occurrence from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the damages shall not be assessed.

13.2.13. Vehicles are also required to carry the Transportation Care Plans provided by the Board for assigned Students. If a Vehicle is found not to have on-board the required Transportation Care Plan, the Board reserves the right to deduct $100 per day from the monthly billing for each day that the Transportation Care Plan is absent from the Vehicle.

13.2.14. Vehicles and Vehicle Operators must be available on sixty (60) minutes notice for early closing of one or all schools in emergencies and upon one day's notice for early closing of any one or all schools for staff workshops or other activities needed. If a Vehicle is more than 15 minutes late for an early closing due to the unavailability of a Vehicle and/or a Vehicle Operator, the Board reserves the right to assess a $100 per trip liquidated damage for the late arrival.

13.2.15. The Contractor shall remove a Vehicle Operator, Location Manager, Dispatcher, Location Manager Supervisor, or any other staff member of Contractor's upon the Board's written request. Should the Contractor fail to remove a Vehicle Operator or a staff member other than the Location Manager, Dispatcher, or Location Manager Supervisor within 24 hours of its receipt of the Board's request, the Board reserves the right to assess a $500 per hour liquidated damage for each hour or portion thereof that said person continues to perform the Transportation Services past said deadline. Should the Contractor fail to remove the Location Manager, Dispatcher or Location Manager Supervisor within 24 hours of its receipt of the Board's request, the Board reserves the right to assess a $500 per hour liquidated damage for each hour or portion thereof that said person continues to perform the Transportation Services past said deadline, plus the Board may deduct from its monthly payment a liquidated damage in the amount of the total per diem cost of the Transportation Services for each day or portion thereof that the said person continues to perform the Transportation Services past said deadline. To avoid any doubt, as used in this paragraph, the phrase "continues to perform the Transportation Services" shall include not only actively performing their respective duties under this Agreement, but also physically remaining at the Bus Depot.

13.2.16. Should the Contractor utilize a Bus Depot from which it services others districts, the Contractor's staff members who are not assigned to service the District shall be strictly prohibited from engaging in, or interfering with, the Board's Transportation Services. Should the Board determine in its sole discretion that any of the Contractor's staff members are engaging in, or interfering with, the Board's Transportation Services, the Board reserves the right to assess a $200 per day liquidated damage charge for each day upon which the actions occur.

13.2.17. All Vehicle Operators shall be compliant with all local, state and federal laws, rules and regulations, including, but not limited to, strictly complying with traffic laws and other laws and regulations regarding transportation. This includes, but is not limited to, a strict prohibition on texting or holding a phone while driving, failure to follow traffic signs and adhering to speed limits, passing other Vehicles while Students are entering or existing the Vehicle, and passing Board-owned and operated cars and vans while Students are entering or existing the Vehicle. If a Vehicle Operator fails to comply with traffic laws and other laws regarding transportation, the Board reserves the right to assess a $300 per trip liquidated damage for each instance.

13.2.18. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. If a Vehicle Operator leaves a Vehicle unattended while it is occupied by a Student, the Board reserves the right to assess a $500 per trip liquidated damage for each instance.

13.3. It is understood and agreed by the Contractor that the assessment of non-performance damages shall be in addition to the right of the Board to terminate this Contract and that in the event of termination, the above damages shall be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the Board under this Contract, in law and equity.

13.4. It is expressly understood by the Contractor that the Board, by not exercising its rights, or by waiving any of the provisions of this Contract, or by exercising the provisions of this Contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous nonexercised or waiver.

13.5. Notwithstanding anything contained herein to the contrary, in the event the Contractor agrees to increase or decrease the current level of Transportation Services, the Contractor shall be offered a period of thirty (30) days following a notice of such changes during which time no damages described in Section 13.2 may be assessed with respect to scheduled drop-off times or availability of Vehicles or routes which have been affected by such increase or decrease, while the Contractor makes operational adjustments to meet the Board's requirements.

14. EQUAL OPPORTUNITY.

14.1. 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.

15. TERMINATION.

15.1. Notwithstanding anything contained in this Agreement to the contrary, either party may terminate this Agreement for convenience without penalty by giving notice to the non-terminating party on or prior to December 1st for termination effective at the end of such school year. For example, if a party wanted to terminate this Agreement at the end of the 2024-2025 School Year, the terminating party would need to notify the non-terminating party of its intent prior to December 1, 2024.

15.2. If, at any time during the term of the Agreement, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Agreement; (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 Agreement other than as expressly permitted herein; (i) fails to provide the insurance required by this Agreement; (j) fails to provide the Performance Bond required by this Agreement; or (k) fails to comply with any other term or condition contained in the Agreement, the Board shall have the right to terminate the Agreement provided, that the Contractor has not remedied the violation within thirty (30) days of receipt of upon written notice of such violation.

15.3. The above remedies are in addition to any other remedies the Board may have.

15.4. In the event that the Board terminates this Agreement, the Board's payment obligation shall cease

as of the final date on which the Transportation Services were performed by the Contactor in accordance with this Agreement.

15.5. Upon termination of this Agreement pursuant to this Section, the Contractor (and its surety) shall be responsible for, and indemnify the Board for, the Board's expenses, losses and damages incurred in replacing the Contractor for the remainder of the Term, including, but not limited to, costs incurred in obtaining a new contract including any and all increases in costs for the Transportation Services.

15.6. In the event that the Vehicles contracted for herein are unavailable for the Transportation Services due to a cause other than a Force Majeure Event (as defined herein) the Contractor shall be considered in default and the Board shall be free to contract with any other person or company for the Transportation Services. Cessation of bus services shall mean the absence from service of more than four (4) Vehicles on any day.

15.7. In the event of a cessation of service because of a Force Majeure Event, the Contractor shall notify the Board as soon as such information becomes known to it, and the Board shall be free to make interim arrangements for the Transportation Services. The Board shall obtain temporary interim Transportation Services and the Contractor shall compensate the Board for the costs the Board incurs.

15.8. If the Contractor ceases service for one or more school days for any reason other than a Force Majeure Event, the Board shall also have the unilateral right to declare the Contractor in default and call for the Performance Bond. Cessation of bus services shall mean the absence from service of more than four (4) Vehicles on any day.

16. FORCE MAJEURE

16.1. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, acts of public enemies, epidemic, pandemic, quarantine, civil disturbance, natural catastrophes, governmental acts or omissions, fire, explosion, or for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest (each, a "Force Majeure Event").

16.2. For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the failure to provide sufficient Vehicle Operators to cover the transportation needs of the Board.

17. INDEMNIFICATION.

17.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the Board, the Town of Darien and each of their respective officers, employees, agents and assigns harmless from any and all claims, loss, liability, damage, penalty, judgment, expense or fee, including attorney's fees, or other costs or obligations which are alleged to result from, are alleged to arise out of, result from, or arise out of, the failure of the Contractor, or any of its officials, employees, agents, assigns or personnel, to perform its obligations under this Agreement, negligence, recklessness, willful and wanton conduct, and/or the Contractor's or any of its officials, employees, agents, assigns or personnel's breach of the terms of this Agreement. This provision will survive the termination of the Agreement.

18. MISCELLANEOUS.

18.1. The Transportation Services shall not be assigned or subcontracted without the prior written consent of the Board, which such consent shall be granted or withheld by the Board in its sole and absolute discretion.

Notwithstanding the foregoing, the Contractor may assign this Agreement without the Board's prior written consent upon thirty (30) calendar days written notice to the Board (a) if such assignment is made to the Contractor's parent, subsidiary, or related or affiliated company, or (b) such assignment is made in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets.

18.2. This Agreement with its attached Exhibits and the ITB and Contractor's proposal, which are incorporated by reference, shall constitute the full and complete agreement of the Parties hereto and supersedes all prior agreements and understandings. In the event of a conflict, the terms of this Agreement shall control, followed by the terms of the Invitation to Bid, and subsequently, the terms of the Contractor's proposal

18.3. 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.

18.4. If any provision of this Agreement is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Agreement and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.

18.5. This Agreement and all Exhibits attached hereto constitutes the full and complete agreement of the parties hereto and shall be binding upon their perspective permitted successors and assigns.

18.6. This Agreement 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.

18.7. 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 agreement, term, covenant or condition.

18.8. All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail. The Board or the Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

Notices to the Board shall be addressed to:

ATTN: Superintendent
Darien Public Schools
35 Leroy Avenue
Darien, CT 06820

Notices to the Contractor shall be addressed to:

ATTN: General Counsel's Office
First Student, Inc.
191 Rosa Parks Street, 8th Fl.
Cincinnati, OH 45202

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, through the duly authorized individuals signing below.

DARIEN BOARD OF EDUCATION

By: _____
Title: Director of Finance & Operations

FIRST STUDENT, INC.

By: _____
Title: AREA GENERAL MANAGER

EXHIBIT A
PRICING

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
DAILY DIESEL VEHICLES:	25	20	15	10	5
Type I Diesel Vehicles - 71 max, maximum of four (4) hours per day, per vehicle	$633.81	$678.18	$725.65	$776.45	$830.80
Type II Diesel Vehicles - maximum of four (4) hours per day, per vehicle (with at least two equipped with wheel- chair lifts)	$583.74	$624.60	$668.32	$715.10	$765.16
Type II Diesel Vehicles (Wheelchair)- maximum of two (4) hours per day, per vehicle	$586.63	$627.69	$671.63	$718.64	$768.94
Bus Monitor (hourly charge)	*$34.05*	*$36.43*	*$38.98*	*$41.71*	*$44.63*
Late Runs	*$100.99*	*$108.06*	*115.62*	*$123.71*	*$132.37*
Early Learning Program (midday)	*$93.84*	*$100.41*	*$107.44*	*$114.96*	*$123.01*
ATHLETIC/FIELD TRIP*	*	*	*	*	*
Active Drive Time (per mile)*	$5.04	$5.39	$5.77	$6.16	$6.60
Waiting time (hourly)*	$25.92	$27.73	$28.40	$29.14	$30.60

Propane Transition Schedule					
	2024-2025	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**
DAILY PROPANE ROUTES:	0	5	10	15	20
Type I Propane Vehicle - Propane Price Per Route	$0	$750.00	$802.50	$858.68	$918.79

*To avoid any doubt, Athletic and Field Trips shall be charged in the following manner: active drive time between the Bus Depot and the final destination shall be charged on a per/mile basis and all waiting times while the bus is at the athletic or field trip destination shall be charged at an hourly rate (which shall be rounded up to the nearest fifteen (15) minute increments). For example, if a bus traveled 10 miles each way to a sports game and the bus waiting for 2 hours while the game was happening, the Board would be charged 20 miles at the per mileage rate PLUS 2 hours of waiting time at the hourly rate.

Performance Bond					
	2024-2025	**2025-2026**	**2026-2027**	**2027-2028**	**2028-2029**
YEARLY FEE**	$42,336.25	$44,030.00	$45,791.25	$47,622.50	$49,527.50

**To be paid by the Board only if the Board has elected to have a Performance Bond in accordance with Section 6.

EXHIBIT B
FORM OF INVOICE

FIRST STUDENT, INC.

DARIEN 20605
316 COURTLAND AVE
STAMFORD, CT 06902

Phone: 203-977-1550
Fax: 203-977-1548

Customer Information

Name DARIEN BOARD OF EDUCATION
Address PO BOX 1167

DARIEN, CT 06820

INVOICE #	XXXXXXX
Invoice Date	XX/XX/XXXX
Terms	Net 30 Days
Customer Number	XXXXXXX
Purchase Order #	

Service Description	Location	Account	Amount
DARIEN REG BUSES - 25 @ XXXX	20605	$XXX.XX	$XXXX.XX

Comments

JUNE 2024 - 10THLY

Invoice Sub-Total	$XXXXX.XX
TAX EXEMPT	
Sales Tax	0.00
Total	$XXXXX.XX
Deposits	0.00
Balance Due	$XXXXX.00

Please detach bottom portion to be returned with remittance

Location Number	20605
Customer Number	XXXXXX
Invoice Number	XXXXXXX
Invoice Total	$ XXXXX.XX

Remit to:

FIRST STUDENT, INC.
22157 Network Place
Chicago, IL 60673-1221
USA

0000020605000022460500119779480023917500 8

EXHIBIT C
STUDENT DATA PRIVACY

This Agreement ("Agreement") is entered into on the date of execution below between the Darien Board of Education (the "Board") and First Student, 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 Parties agree that in the event that any provision, term, or condition of the 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 at any time during the term of this Agreement conflicts with, or is inconsistent with, any provision, term, or condition of this Agreement, the provisions, terms, and conditions of this Agreement shall control over any such inconsistent or conflicting provision, term, or condition.

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 shall delete the requested student data within a reasonable period of time after 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 a reasonable period of time and without undue delay 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. If Transportation Provider will have access to "education records" of Board's students as defined under FERPA, then Board represents and warrants that it has determined that First Student meets the criteria set forth in its annual FERPA rights notification for being a "school official" with a "legitimate educational interest" in the education records. Transportation Provider is and will remain under the direct control of the Board with respect to use and maintenance of education records and will use and disclose personally identifiable information that may be contained in such education records only for the purpose of fulfilling its duties and providing services under the Transportation Agreement including to (a) develop, improve, and customize any and services provided to Board; (b) comply with any applicable law or regulation.

B. Further, the Transportation Provider shall contractor shall implement and maintain security procedures and practices designed to protect the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access,:

1. Use 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. Maintain technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;

3. Otherwise meet or exceed 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 discovery by the Transportation Provider of a data 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, unless a longer period is allowed under applicable law, shall provide the Board with a notice of the breach. To the extent known, Transportation Provider's notification to the Board shall include the following information: 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. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

2. The Transportation Provider agrees to cooperate with the Board with respect to investigation of the breach, and to supplement notifications made to the Board as additional information becomes available. , If the breach was caused by Transportation Provider, then Transportation Provider agrees to reimburse the Board for its reasonable and documented 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.

DARIEN BOARD OF EDUCATION

By _____ 7/3/24
Date

FIRST STUDENT, INC.

By _____ 6/28/24
Date

EXHIBIT D

The Contractor shall maintain, at its own expense and at all times during the term of the Agreement, insurance policies which meet or exceed the following requirements:

1. The insurance carrier utilized by the Contractor must be licensed to do business in Connecticut and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a minimum rating of "A (X)". A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the Board's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.

2. Automobile insurance. Symbol "1", covering all Vehicles, including hired and non-owned vehicles is strongly preferred. However, at the Board's discretion, a combination of symbols 2, 7, 8, and 9 covering all Vehicles and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

3. A combined single limit of bodily injury and property damage of $1,000,000 per occurrence is required.

4. An additional insured endorsement is required. The Board, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Board, the Town and any of their respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

5. Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the Board.

6. Commercial General Liability with limits of at least $1,000,000 per occurrence/$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Board, the Town and any of their respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.

7. $10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.

8. The liability limits can be accomplished by a combination of primary and excess policies, if needed.

9. Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut law with a limit of $1,000,000 each accident or disease per employee with a $1,000,000 disease policy limit. A waiver of subrogation in favor of the Darien Board of Education, Town of Darien and any of their respective public officials, agents and employees must be included.

10. Unemployment Insurance coverage is required covering all Contractor's employees consistent with the requirements of Connecticut law.

11. Sexual misconduct, molestation, assault and battery insurance must be provided with limits of at least $1,000,000 and must include an additional insured endorsement naming the Board, the Town and any of their respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

12. The Board retains the right to make inquiries to the Contractor, its agents or broker and insurer directly.

13. The limits as outlined herein are strictly minimum amounts. The Board encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.

14. The Contractor shall deposit with the Board satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual Certificate of Insurance evidencing insurance coverage shall be provided to the Board no later than August 1st of each contract year, or June 15th of each contract year if summer (extended school year) Transportation Services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Board does not eliminate the mandate.