

BUS TRANSPORTATION AGREEMENT BETWEEN SCOTLAND BOARD OF EDUCATION AND SAVINO TRANSPORTATION, INC.

THIS AGREEMENT made this 7th day of February 2019, by and between the SCOTLAND BOARD OF EDUCATION, acting herein by its Chairperson, hereinafter known as the "Board" and SAVINO TRANSPORTATION, INC, a corporation having its principal place of business located in the Town of Scotland, County of Windham and State of Connecticut, hereinafter known as the "Bus Contractor" or "Contractor".

WITNESSETH:

WHEREAS, the Board desires to arrange for the safe and timely transportation of certain students; and

WHEREAS, the Bus Contractor desires to furnish such transportation:

NOW THEREFORE, the Bus Contractor and the Board hereby agree as follows:

- 1) The Board and the Bus Contractor agree that Savino Transportation, Inc. shall be the bus contractor for the purpose of transporting public school students (excluding at the Board's option students with special transportation needs) of the Town of Scotland to and from the Scotland Elementary School and Parish Hill Middle/Senior High School, and for the purpose of transporting Scotland Elementary School students on field and athletic/activity trips when requested by the Board under the terms and conditions hereinafter set forth.
- 2) The term of this agreement shall be three (3) years, beginning July 1, 2019 and ending June 30, 2022, with an option to extend this agreement for two (2) additional years ending June 30, 2024 depending on the needs of the district. The decision to extend this agreement for the additional two years will be made no later than December 31, 2021.
- 3) The Board agrees to pay the Bus Contractor for its services in transporting students to and from Scotland Elementary School and Parish Hill Middle/Senior High School in accordance with the following schedule:

		Annual	Bus/Day
Year 1	2019-2020	\$166,200	\$304.40
Year 2	2020-2021	\$171,200	\$313.55
Year 3	2021-2022	\$176,200	\$322.71

For the optional fourth and fifth years the annual cost per year and the Bus/Day cost will be negotiated six months prior to the end of the third year of this agreement.

The annual base cost is for three buses and is based on a total mileage of 315 miles traveled per day multiplied by 182 transportation days per contract year, recognizing that the start and end of the school year may vary from school to school, in which event the base price shall not be affected. In the event the daily mileage on the route specified by the Board exceeds 315 miles, the Bus Contractor and the Board shall adjust the base cost by adding a per mile base according to overage schedule. Further, should the Board increase the number of school days in the school year, the prorated per diem cost based on a 182 transportation day year shall be added to the annual base cost, equitably adjusted by the number of schools which have a school year exceeding 182 days. Contracted mileage shall not include field or athletic/activity trips and shall only include mileage traveled from the first to the last scheduled stop. The Board reserves the right to measure the distance of the bus route and shall compensate the Bus Contractor based on the Board's measured mile. One practice run will be performed by the Bus Contractor over each route prior to the beginning of school in each contract year. Any adjustment due to a change in daily mileage or the number of transportation days in the school year shall be made on the invoice for the month in which it occurs.

- 4) The Board agrees to pay the Bus Contractor for field/activity trips undertaken at Board request according to the schedule of costs that follows.

		Per Mile	Driver Waiting Time
Year 1	2019-2020	\$2.30	\$29.41
Year 2	2020-2021	\$2.35	\$30.26
Year 3	2021-2022	\$2.41	\$31.13

- 5) Elementary late bus transportation will be included as part of the base rate for one bus daily, up to four days per week.
- 6) Prior to July 31 of each school year covered by this Agreement, the Board shall provide the Bus Contractor with a list of student's names and addresses. The Bus Contractor will be solely responsible for developing a route plan and bus schedule with the final approval of the Transportation Committee of the Board. The schedule will show each time the vehicle trip is to start, the location of bus stops along the route, the number and address of pupils received or discharged at each stop, and the time the vehicle will arrive at each school. The Bus Contractor recognizes that routes may be modified due to the enrollment or unenrollment of public school students at the commencement of, and during each school year covered by this Agreement. The contractor, through its agents and/or employees, has familiarized itself with the transportation policies of the Board and agrees that all transportation shall be provided in conformity with such policies, which may be amended from time to time.

- 7) In the event of inclement weather or unusual highway conditions, an alternate route may be used at the discretion of the Bus Contractor without formal approval of the Board. Such alternative route shall be used only so long as the emergency or unusual condition exists, and it is understood that no additional compensation will be made for additional distance traveled. The Superintendent of Scotland School District shall be notified as soon as possible after an alternative route is used.
- 8) The Bus Contractor agrees to furnish the buses specified in this Agreement for each school day as the Superintendent of the Scotland School District may direct. The Board or its duly authorized agent agrees to notify the Bus Contractor as soon as reasonably possible when school hours are altered because of weather or by reason of any other condition which might arise. In such event, the Bus Contractor shall have the personnel and equipment necessary to transport the students in conformity with the altered school hours. Notwithstanding this provision, the bus and operators must be available on a forty-five (45) minute notice of early closing school in emergencies and upon a thirty (30) minute notice for a full day's closing of the school due to emergencies.
- 9) The parties agree that the route may be reviewed and/or revised in a reasonable manner upon reasonable notice by the Board or its duly authorized agent in consultation with the Bus Contractor.
- 10) The Board reserves the right to arrange, independently and without being barred by the terms of the Agreement, the transportation of students with unique or special needs or who are designated as special education students by the Board or the school administration.
- 11) Upon execution of this Agreement and prior to August 1st of each contract year, the Bus Contractor shall file with the Board certificates of insurance, issued by an insurance company authorized to do business in the State of Connecticut, showing insurance coverage as follows:
 - A. Commercial General Liability (for bodily injury and property damage liability):
 - i. General Aggregate: \$2,500,000
 - ii. Products/Completed Operations Aggregate: \$1,000,000
 - iii. Occurrence Aggregate: \$1,000,000
 - B. Automobile Liability (for bodily injury and property damage liability):
 - i. Each Accident: \$1,000,000
 - C. Excess (Umbrella Liability) Liability (for bodily injury and property damage liability):
 - i. \$10,000,000
 - D. Workers' Compensation and Employer's Liability:
 - i. Statutory Workers' Compensation

- ii. \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee.

The policy shall name as additional insureds the Town of Scotland, the Board of Education, and their respective agents and employees. A copy of the policy shall also contain a provision requiring a minimum of thirty (30) days written notice to the Board prior to any change therein or cancellation thereof. The Contractor's policy must have sexual abuse and molestation coverage.

- 12) The Bus Contractor or his appointed representative shall be qualified to have general and overall supervision of vehicles operated under this Agreement. The Bus Contractor or his appointed representatives must be available to the representatives of the Board at all times during all school hours and during all hours when pupils are being transported by the Bus Contractor.
- 13) No part of the Agreement shall be assigned or subcontracted without the written approval of the Board.
- 14) The Bus Contractor and its operators shall comply with the laws of the United States and the State of Connecticut and with all regulations and requirements of the State Department of Motor Vehicles, Public Utilities Commission and the procedures and policies of the Board and the rules and regulations of any other federal, state or local agencies whether said laws, regulations, or policies are presently in force or enacted subsequent to the date of the Agreement.
- 15) The Bus Contractor agrees to have on hand at least three propane powered buses with a minimum 65 passenger capacity and equipped with functional devices for emergency communications complying with the terms of this Agreement and sufficient in number to meet the requirements of the Board no later than thirty (30) days prior to the commencement of each school year covered by this Agreement. The vehicles used shall be subject to approval of the Board, which approval shall not be unreasonably withheld. In addition, the Bus Contractor shall have on hand a bus for substitute or emergency use to service the routes. Chains or any other non-skid devices shall be used when road conditions require.
- 16) Cameras and camera mounts previously purchased by the Board and originally installed on the diesel powered buses will be removed and installed on the new propane powered buses. The Bus Contractor will at its expense install these cameras and mounts in the buses such that the cameras will be capable of recording activity on the respective buses.
- 17) All equipment provided by the Bus Contractor, as well as the cameras and mounts provided by the Board, shall be maintained in a condition of cleanliness, good mechanical order and safety, meeting the reasonable requirements of the Board, and in condition of safety which will meet all requirements of the United

States, State of Connecticut and the Department of Motor Vehicles and all other federal, state and local agencies whether such requirements are in effect at the time of the execution of the Agreement or during its term, at the expense of the Bus Contractor. The Board reserves the right to demand the repair of any vehicle which fails to meet any of the above requirements. The Board shall have upon demand monthly access to all maintenance records for each vehicle. Buses used under this Agreement shall be inspected prior to beginning any route or maintained during the term of the Agreement and shall include, but not be limited to, servicing of oil, grease, tires, battery, brakes, fuel filters, injection parts, and all safety devices.

- 18) In the event the Board changes the location of the schools or should its transportation requirements in its reasonable opinion materially change, the part of this Agreement affected for such school year shall lapse and be subject to renegotiation.
- 19) The Board reserves the right by its members or its duly authorized agents to inspect any and all buses and their operation, by riding as a passenger during business hours or by using any other reasonable means.
- 20) School vehicles under this contract shall be housed and taxed within the Town of Scotland.
- 21) The Bus Contractor agrees to operate, maintain, and repair at its own expense, all school buses utilized during the term of this Agreement. The Contractor also agrees to pay for registration and license fees, personal property taxes, insurance, workers' compensation, the salaries and fringe benefits of bus drivers, and any and all other fees and expenses reasonably necessary for its performance of the Agreement. The expenses to meet requirements enacted by the federal, state and local government or agency after the effective date of this Agreement shall be subject to negotiations. The Board shall purchase, at its own expense, all propane fuel necessary to meet the requirements of bus transportation for Scotland School students under this agreement. The Town of Scotland shall purchase, at its own expense, all propane fuel necessary to meet the requirements of bus transportation of Parish Hill Middle/High School under this Agreement. Fuel shall be stored at a facility within the Town of Scotland as the Superintendent of Scotland School directs in cooperation with the Office of the First Selectman of the Town of Scotland. The Bus Contractor shall maintain and operate all vehicles used in performance of this Agreement to achieve maximum savings in the use of fuel. The Bus Contractor shall average four and five-tenths (4.5) miles per gallon of propane fuel. Lower mileage per gallon due to the Bus Contractor's failure to properly maintain a vehicle or to properly train the bus drivers in the operation of propane buses will result in a reduction in the amount owed to the Bus Contractor by the Board. This deduction will be equal to the amount of the cost of the extra fuel required due to the Bus Contractor's failure to maintain the vehicle in question or to adequately train the bus drivers.

Upon request, the Bus contractor shall provide the Board all information reasonably necessary, and allow bus inspection, to verify compliance with this paragraph.

- 22) The Bus Contractor agrees to provide qualified drivers twenty-one (21) years of age or older who possess a commercial driver's license (CDL) with a Connecticut Public Passenger Endorsement. All drivers shall meet and be familiar with all requirements of the United States, State of Connecticut, and the Department of Motor Vehicles and any other federal, state and local agency, whether such requirements are in effect at the time of the execution of the agreement or during its term. Each driver shall receive an adequate physical examination consistent with State statutes prior to the first day that the driver is allowed to operate a bus. The examining physician shall certify that each driver is in good physical condition consistent with State statutes. The Bus Contractor agrees that a letter listing names, addresses, and operator's license numbers of all drivers and substitute drivers who have successfully passed a physical examination shall be submitted for approval to the Superintendent of Schools at least thirty (30) days prior to the beginning of school in each contract year. The Bus Contractor agrees to file and maintain a list of approved drivers and substitute drivers with the Superintendent of Scotland School, and no person may operate a bus whose name does not appear on said approved list.
- 23) The Bus Contractor agrees to provide, in accordance with State regulations, safety seminars annually with attendance compulsory for all approved drivers. The Bus Contractor further agrees to provide a bus twice a year at the Board's request to conduct bus evacuation drills. Upon the request of the Board, all drivers shall be given specific in-service training as necessary to acquaint them with the specific needs of special education students being transported and to enable them to meet those needs. The Board, at its own expense, reserves the right to place transportation aides in any vehicle to accompany and to attend to the needs of any student designated by the Board as a special education student.
- 24) The Board hereby delegates to the Bus Contractor the necessary authority to supervise and to control the students on each bus operated by it pursuant to such rules as are adopted by the Board from time to time. Such authorization shall neither include the right to administer corporal punishment nor the right to eject any student en route or otherwise. Drivers shall report to the Principal of Parish Hill Middle/High School the names of any Parish Hill pupils whose conduct is such as to endanger other riders or the operation of the bus. Scotland School pupils are to be reported to the Scotland School principal.
- 25) The Bus Contractor shall be fully responsible for the care and supervision of the students during their period of transportation. The transportation of a student shall be deemed to have begun immediately before a student makes physical contact with the school bus or when the driver is in a reasonable position to have control over the student. The transportation of a student shall be deemed

to have ended when the student has completed alighting from the bus and arrived at a reasonable, safe place, including crossing the street, in view of the circumstances then prevailing.

- 26) The Board agrees to make 10 monthly payments to the Bus Contractor according to the yearly cost by the 10th day of each month covered by the contract for services performed during the previous month. Payment shall be made within fifteen (15) days following the submission of the invoice by the Bus Contractor and shall equal the annual base cost divided by the number of months students are transported during each contract year. For the purpose of this paragraph the months of August and September shall be deemed to be one month. The invoice for all services rendered in June shall be presented within two (2) days after the close of school for the year in question. Each monthly invoice shall indicate the total excess daily miles traveled (excluding field trips or athletic/activity trips) and the number of days students were transported. Charges for field trips or athletic/activity trips during the previous month shall be invoiced separately and shall show the date and location of the trip, mileage and driver waiting time.
- 27) Accidents involving student transportation shall be reported immediately to the Bus Contractor and the Superintendent of Scotland School. A detailed written report must be submitted to the Board as soon thereafter as possible, but not later than seven (7) days after the date of such accident. The Bus Contractor shall make a telephone report to the Superintendent of Scotland School within 48 hours on any breakdown. In the event of a breakdown en route, the driver shall notify the appropriate school by phone as soon as possible.
- 28) The Board reserves the right to require immediate replacement of any driver when, in its judgment, such replacement is necessary.
- 29) The Bus contractor agrees to furnish additional buses or to delete buses if the Board determines the need for such action. The parties recognize that route requirements may change due to growth, opening or closing of schools, changes in school delivery or pick-up of students and new transportation requirements imposed upon the Board. In the event such action is necessary, the Board will provide the Contractor with reasonable notice of any change in transportation requirements. In the event a bus is added or deleted, this Agreement shall be void and be subject to renegotiation.
- 30) The Board reserves the right to cancel this Agreement when it appears that its terms have been violated or that a vehicle provided by the Contractor is operated in a manner which imperils the safety of the passengers or is not kept clean or in proper mechanical condition. In addition to any other rights the Board may have, the Board shall have the right to declare the Bus Contractor in default if:


- A. The Bus contractor fails to perform any schedule when notified to do so by the Board;
 - B. The Bus Contractor abandons the work;
 - C. The Bus Contractor refuses to proceed with the performance of this Agreement when and as directed by the Board;
 - D. The Bus contractor without just cause reduces his working force to a number that, if maintained, would be insufficient, in the opinion of the Board, to carry out the work in accordance with this Agreement;
 - E. The Bus Contractor sublets, assigns, transfers, conveys or otherwise disposes of its obligations under this Agreement other than as herein specified; or
 - F. A receiver or receivers are appointed to take charge of the property of affairs of the Bus Contractor.
- 31) Either party may terminate this Agreement upon ninety (90) days written notice to the other.
- 32) The Board reserves the right during the lifetime of this contract to change, alter or amend its policies and regulations in order that said policies may more accurately reflect circumstances which have made those policy changes necessary.
- 33) It is understood by the Bus Contractor and the Board that the student transportation provided by this Agreement constitutes a full and complete agreement of the parties relating to the subject matter hereof, and supersedes all prior agreements, written or oral. This contract shall be governed, interpreted and construed in accordance with the laws of the State of Connecticut.
- 34) The Bus Contractor hereby agrees to indemnify and hold harmless the Board and each of its members, agents or employees for any loss which may be sustained for any cause arising out of the performance or lack of performance of this Agreement by the Bus Contractor. Such "loss" shall include all reasonable attorney's fees and cost incurred in the representation of the Board, or any of its members, agents or employees, in any suit arising from the Bus contractor's performance or lack of performance of this Agreement or arising from the enforcement of this provision.
- 35) Any unlawful or unenforceable provision of the Agreement shall be deemed stricken from the contract and shall be of no effect. Such unlawful or unenforceable portion shall be considered stricken from this Agreement without affecting the validity of the remainder of the contract.
- 36) As used in the Agreement, the term "Board of Education" or "Board" shall mean the Town of Scotland Board of Education or its duly authorized designee.


37) Any unfunded mandates, including but not limited to, seat belts or camera systems, etc would allow this contract to be reopened for negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of February 2019.

Signed, Sealed and Delivered in the Presence of:

TOWN OF SCOTLAND BOARD OF EDUCATION

By  _____


Witness


Witness

SAVINO TRANSPORTATION, INC.

By _____

Witness

Witness