

review and approval, for every student in the Derby Public Schools, regardless of whether they are bus students or walkers, all necessary precautions shall be taken by the Contractor to prevent accidental injuries during these practices. (section 14-275c-16)

2. The Contractor, subject, upon request, to DBOE's reasonable review and approval, shall provide at least 10 hours of driver training annually. Training shall focus on areas of assertiveness, discipline, crisis prevention, defensive driving skills, student management, care of special need students, parent/driver relations, and other areas deemed relevant to improving the safety of the service provided to the DBOE.
3. The Contractor shall have a written drug/alcohol policy which complies with the State and Federal law. A copy of this policy or any revisions that occur during the Term of this Agreement shall be submitted to the DBOE. The policy shall include pre-employment testing and testing for drivers involved in accidents where one or more of the following criteria is met:
 - 2006-7.1.1 A post-accident testing occurs (based on current federal regulations).
 - 2006-7.1.2 There is a reasonable cause to suspect drug or alcohol use.

Prohibited Practices

The Contractor shall take all necessary steps to ensure the following prohibited practices do not occur during the delivery of services under this Agreement.

1. Drivers shall not wear headphones during the course of driving a route.
2. Smoking is prohibited while transporting students and on school grounds.
3. Personal cellular phones are prohibited, but Contractor owned cellular phones may be used to enhance safety on regular routes and/or communication for field trips.
4. Driver shall not deviate from the approved/assigned routes.
5. Backing up buses on school property is discouraged.
6. Drivers shall not be less than 21 years of age or students in the school district.
7. Except for the Contractor's name, no vehicle shall carry commercial or political advertising.

MISCELLANEOUS PROVISIONS

1. Neither this Agreement as a whole nor any part of the Agreement may be assigned, sublet or transferred without the prior written approval of both the Derby Board of Education and of the Superintendent of Schools.
2. The Contractor shall recognize the authority of the Business Manager of the Derby Public Schools or his/her designee in requesting compliance with the specifications of this contract and shall also accept from him/her all reasonable requests, or complaints regarding poor service in a cooperative manner with