

**TOWN OF WOODBRIDGE  
WOODBRIDGE PUBLIC SCHOOLS  
Woodbridge, Connecticut**

**PUBLIC SCHOOL  
TRANSPORTATION SERVICES  
CONTRACT**

**July 1, 2014 to June 30, 2018**

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**THIS CONTRACT** is hereby entered into by and between the **WOODBIDGE BOARD OF EDUCATION** ("BOARD"), a municipal agency of the Town of Woodbridge, with a principal place of business at 40 Beecher Road-South, Woodbridge, Connecticut and TRANSPORTATION, of \_\_\_\_\_, **CT** ("CONTRACTOR").

**WITNESSETH:**

The BOARD and the CONTRACTOR, for and in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. **CONTRACTOR DEFINED:**

"CONTRACTOR," as used in this Contract, shall be the person, firm, or corporation who owns the school bus to be used in the performance of terms of this Contract. The person, majority stockholder in the case of a corporation or majority owner in the case of a firm (partnership, LLP, LLC, etc.) shall be the Operator pursuant to the terms of this Contract.

2. **SUPERINTENDENT DEFINED:**

"Superintendent," as used in this Contract, shall mean the Superintendent of Schools of the Woodbridge Public Schools, or his/her designee. The Superintendent shall act as the agent of the BOARD in all matters pertaining to this Contract.

3. **SERVICES:**

CONTRACTOR shall provide transportation for pre-kindergarten through sixth grade students attending the Woodbridge Public Schools for regularly scheduled bus trips, which trips are those designated by the BOARD as regular trips made throughout a maximum school year of up to one hundred and eighty-five (185) days if the school year should be extended beyond the current 182 days. At the request of the Board, transportation also shall be provided for pre-kindergarten through sixth grade students attending the Bethany, Orange or Woodbridge public schools. The BOARD reserves the right to assign pre-kindergarten students to any school bus route as necessary.

4. **SCHOOL BUS:**

- A. CONTRACTOR agrees to provide four 2000 or newer Type I School Buses, painted Standard yellow, with a minimum capacity of sixty (60) students, and fully equipped with a two-way radio (compatible with the town system), safety lights, mirrors, and all other safety and environmental equipment required by federal and state laws. In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice to the District, it shall be replaced with a Vehicle that is not older than the model year 2000. Such replacements are subject to District approval.
- B. CONTRACTOR shall implement a program of preventive maintenance and regular inspections of the school bus and all related equipment and shall keep a record of all work performed on vehicles used in the performance of this Contract. This information shall be available to the Superintendent of Schools at any time at his/her request.
- C. CONTRACTOR shall arrange for inspection of the bus by the Connecticut State Department of Motor Vehicles as required by the laws and regulations of the State of Connecticut; and CONTRACTOR shall submit such inspection report to the

Superintendent of Schools not later than five (5) days prior to the opening of schools for each school year during the terms of this contract.

- D. The BOARD may cause an inspection to be made of CONTRACTOR'S bus at any time to determine if it is in compliance with this Contract and all applicable laws and regulations.

5. **LOCATION OF SCHOOL BUS:**

Each bus used in the performance of this Contract shall be located and taxed in either the Town of Woodbridge or the Town of Bethany to ensure timely implementation of routes and availability for early/late routes during inclement weather.

6. **ROUTES:**

A. **Regular School Routes (Standard/Mid-Range)**

1. Descriptions of the assigned route (standard, mid-range) shall be provided to CONTRACTOR by the Superintendent or his/her designee, as early as possible prior to the beginning of each school year during the term of this Contract. Such descriptions shall include the time schedule and designated stops to be observed by CONTRACTOR, and CONTRACTOR shall conform fully to the routes and stops as assigned by the Superintendent or his/her designee. Changes in routes, time schedules, or designated stops may be made by the BOARD at any time. No changes, except to meet unexpected or emergency conditions, shall be made by CONTRACTOR unless the Superintendent or his/her designee has been consulted and approves such changes in advance in writing.
2. During inclement weather, the Superintendent shall determine when school shall be in session, when the opening of school shall be delayed, and when early dismissal shall take place, and CONTRACTOR shall provide transportation in accordance with such determination.
3. The BOARD shall coordinate school opening and closing times and school calendars between the BOARD and the other BOWA districts to allow for the efficient usage of school buses and sequential bus routes in each Town. However, the BOARD reserves the right, in its sole discretion, to independently assign or change opening and/or closing times.

- B. **Special Trips:** Special trips shall be assigned by the Superintendent or his/her designee on a rotating basis, to those CONTRACTORS performing regular routes, unless such CONTRACTORS are unavailable. CONTRACTOR agrees to accept such assignment of Special trips, unless prevented from performing the assignments for reasons reasonably beyond his/her control.

7. **RATES:**

A. **Regular School Routes:**

1. **Standard School Routes:** Standard routes consist of designated routes of more than forty-two (42) miles per day and no more but equal to or less than seventy-two and two-tenths 72.2 miles per day from point of first passenger pick-up to drop-off at school in the morning, and from the school to the point of last drop-off in the afternoon. The BOARD shall pay CONTRACTOR in twenty-two (22) payments of one-twenty-second (1/22) of contract sum according to payroll schedule established for staff.

2. Mid-Range School Routes: Mid-range routes consist of designated routes of more than fifteen (15) miles per day but equal to or less than forty-two (42) miles per day from point of first passenger pick-up to drop-off at school in the morning, and from the school to the point of last drop-off in the afternoon. The BOARD shall pay CONTRACTOR in twenty-two (22) payments of one-twenty-second (1/22) of contract sum according to payroll schedule established for staff.

B. Special Trips: The fees for routes other than regular school routes, such as special trips, field trips, late runs, etc., will be calculated on an hourly basis from the point of passenger pick-up to the point of passenger drop-off in each direction plus one hour which accounts for time from and to the garage.

C. Contractors employed by the Board prior to July 1, 2005 shall not receive less than the rate they are currently receiving unless they bid to provide transportation on a second run. If the Contractor is awarded a second run, compensation will be paid according to the rates identified in Appendix A.

8. **FUEL:**

Fuel for school routes and special trips will be provided by the BOARD in a quantity sufficient to operate the buses.

9. **OPERATORS:**

A. The words "Operator" and "Operators" as used herein shall mean any driver of a school bus, including, without limitation, the Contractor and Substitute Operators performing services under this Contract.

B. CONTRACTOR must drive the school bus route in the Town of Woodbridge assigned to CONTRACTOR pursuant to the terms of this Contract for a minimum of eighty five (85) school days each school year, except when verified illness or other emergencies shall cause CONTRACTOR to be unable to perform the normal required duties. In such instances, CONTRACTOR shall provide as a substitute operator only those operators who meet all legal requirements, including all requirements of this Contract and are on the substitute operators list as set forth in Paragraph F of this Section 9.

C. All operators must be of excellent character and morals; be qualified, trained, and licensed as a school bus operator, and possess a current commercial driver's license (CDL-Public Transportation Permit).

D. In the event any Operator fails to meet the qualifications set forth in this Contract, the BOARD shall have the absolute right to require CONTRACTOR to immediately remove such Operator from the operation of any vehicle, and such Operator shall not thereafter be reinstated as an Operator until the CONTRACTOR certifies in writing that the Operator meets all qualifications set forth herein and until the BOARD approves of such reinstatement in writing. At any time that CONTRACTOR fails to meet the qualifications set forth in this Contract, the BOARD may immediately terminate this Contract upon written notice to CONTRACTOR.

- E. CONTRACTOR and all Substitute Operators shall submit to a complete physical examination, as required by the State of Connecticut. CONTRACTOR shall provide the Superintendent with a physician's certificate evidencing that such operator is physically fit to operate a school bus. CONTRACTOR shall pay for such physical examination and certificate.
- F. CONTRACTOR shall provide to the Superintendent of Schools, prior to August 15 of each year and updated throughout the year as needed, a list of all Substitute Operators who might perform services pursuant to the terms of this Contract. Such list shall include all operators' names, addresses; CDL operator's license numbers, and all other information required by this Contract.
- G. All Operators or other employees of CONTRACTOR shall be deemed employees of CONTRACTOR and shall not, for any purpose, be considered employees or agents of the BOARD or of the Town of Woodbridge.
- H. CONTRACTOR assumes full responsibility for the actions of its Operators while such Operators are performing services pursuant to this Contract. CONTRACTOR shall be solely responsible for their supervision, daily direction, control, payment of salary (including the withholding of all federal and state income taxes and social security), worker's compensation, and the like. CONTRACTOR shall indemnify and hold harmless the Town of Woodbridge, the BOARD, and their respective employees and officials from any and all claims by the Connecticut Department of Labor, the United States Department of Labor, the Internal Revenue Service or the Connecticut Department of Revenue Services for failure to withhold and/or pay wages and/or income taxes.
- I. CONTRACTOR shall ensure that all Operators have been finger-printed and have had an FBI background check prior to employment. CONTRACTOR shall require all prospective Substitute Operators to submit to a pre-employment and random drug and alcohol tests, at CONTRACTOR'S expense. Such pre-employment and random drug and alcohol tests shall be developed and administered in accordance with all applicable federal and state statutes, including Section 31-5v of the Connecticut General Statutes. CONTRACTOR shall make available, on request, to the BOARD, all of the above-described criminal history and drug test information concerning all Operators. CONTRACTOR must submit to random drug and alcohol testing required by Connecticut General Statutes. Those test results must be reported to the Superintendent or his/her designee as well as the CONTRACTOR by the company performing the test in a timely fashion.
- J. Operators shall not smoke or carry lighted tobacco or like smoking products when operating a bus with students on board, nor shall any driver permit passengers to do so. No operators shall smoke or carry lighted tobacco on any school grounds or buildings, in the Town of Woodbridge.
- K. Any Operator charged with a crime involving moral turpitude, the illegal use or possession of drugs, and/or a violation involving the use of a motor vehicle which might result in a license suspension shall be suspended by CONTRACTOR pending the outcome of said charge. No person convicted of a crime involving moral turpitude or the illegal use or possession of drugs or whose driver's license or public service permit is suspended shall be permitted to drive as a bus operator by CONTRACTOR.



12. **ACCIDENTS:**

CONTRACTOR shall immediately notify the Superintendent or his/her designee, and provide the Superintendent or his/her designee with a complete written report of any accident involving any vehicle when used in providing transportation services under this Contract. Such report shall include, but not be limited to, any accident involving any student, or other person or property, in or near such vehicle. CONTRACTOR shall provide a replacement vehicle or vehicles for the immediate transportation of students. All accidents shall be reported to the Woodbridge Police Department and the Connecticut State Department of Motor Vehicles, in accordance with the law.

13. **INDEMNIFICATION:**

CONTRACTOR shall at all times save harmless and indemnify the Town of Woodbridge, the BOARD, and their respective employees and officials from and against all claims, damages, and expenses which the Town of Woodbridge, the BOARD, and/or their respective employees and officials may suffer because of the negligent operations of CONTRACTOR under this Contract or a default under the terms of this contract. All such claimants shall look alone to CONTRACTOR, its agents, and its representatives; and, if the Town of Woodbridge, the BOARD, and/or its respective employees or officials are ever made defendants in any cause of action, directly or indirectly, by reason thereof, the Town of Woodbridge, the BOARD, and/or its respective employees or officials shall have the right, at their option, to sue CONTRACTOR and, if any judgment is rendered against the Town of Woodbridge, the BOARD, and/or its respective employees or officials on account of same, CONTRACTOR agrees to discharge any such judgment or judgments.

14. **TERMINATION:**

- A. The BOARD shall have the right and power to terminate this Contract at any time when, in its sole discretion, it determines that CONTRACTOR is violating the terms of this Contract or that transportation is not being properly provided and CONTRACTOR has not remedied the cause to the satisfaction of the BOARD within five (5) days after notification. **NOTIFICATION MUST BE SENT IN WRITING TO THE CONTRACTOR.**
- B. If, at any time, the BOARD shall be of the opinion that permitting CONTRACTOR to furnish transportation will endanger the physical health, safety, or mental or moral well-being of any student, the BOARD may terminate this Contract immediately with verbal notice immediately followed in writing to CONTRACTOR, and this Contract shall there be null and void, without penalty to, or further payment to CONTRACTOR by the BOARD. Any notification required by this section will be confirmed in writing within 24 hours.
- C. The BOARD also reserves the right to terminate this Contract upon thirty (30) days' notice prior to the start of the school year to CONTRACTOR in the event a change in enrollment, fiscal restraint, or excessive bus capacity due to route changes or the like. Termination on this basis will be accomplished based on the length of time the CONTRACTOR has been providing services to the Woodbridge School District in comparison to other CONTRACTORS. Should this Contract be terminated by the BOARD because of such causes, the BOARD agrees, during the term of this Contract, to recall, in the order of termination, the CONTRACTOR terminated for this cause, should a need for additional bus services be required by the BOARD.



15. **NON-ASSIGNABILITY:**

CONTRACTOR agrees that this Contract, or any payments due hereunder, shall not be assigned or transferred, in whole or in part, without the prior written consent of the BOARD. This Contract shall bind the parties and their legal representatives, successors, and assignees. During the Contract, if CONTRACTOR should die or become incapacitated, a member of the immediate family shall have first right to petition to the BOARD to continue said Contract providing the following:

- A. Family member has a valid Public Service Operator License.
- B. Family member meets the requirements of the State of Connecticut Department of Motor Vehicles and the Woodbridge Public Schools.
- C. Family member becomes least senior member of transportation pool.
- D. The BOARD has the right to accept or reject any person requesting a contract under this section.

This contract cannot be sold by the contractor.

16. **SOLE AGREEMENT:**

This Contract shall supersede any and all prior agreements and understandings between the parties with regard to the subject matter hereof, and shall constitute the sole agreement between the parties regarding the subject matter herein. Any amendments must be in writing and executed with the same formation of this contract,

17. **DURATION:**

Except as otherwise provided herein, this Contract shall be effective from July 1, 2014 to June 30, 2018, with the option of a two-year extension to 2020.

The BOARD, subject to all requirements, agrees to discuss continuation of this contract prior to January 1, 2018.

In agreement to the foregoing, the parties affix their signatures in the presence of a WITNESS as noted. The provisions of this contract are in effect only for those who sign and submit this agreement by June 30, 2013.

**WOODBIDGE BOARD OF EDUCATION**

In the Presence Of:

\_\_\_\_\_  
By: Superintendent of Schools

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

**OWNER/OPERATOR**

In the Presence Of:

\_\_\_\_\_

\_\_\_\_\_  
Witness Signature

Owner/Operator  
\_\_\_\_\_  
Printed Name of Contractor

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

Year	Regular Run Rates		Special Run Rates	
	Standard	Mid	Per Hour	Min. Charge
2014/15	\$49,980	\$24,990	\$49.50	\$148.00
2015/16	\$50,980	\$25,490	\$50.50	\$151.00
2016/17	\$52,000	\$26,000	\$51.50	\$154.00
2017/18	\$53,040	\$26,520	\$52.50	\$157.00
2018/19	\$54,101	\$27,050	\$53.50	\$160.00
2019/20	\$55,183	\$27,591	\$54.50	\$163.00