

BOARD OF FINANCE  
MINUTES  
SPECIAL MEETING  
3 Primrose Street, Newtown - Newtown Municipal Center  
Wednesday, March 1, 2023 at 7:30 p.m.

*These minutes are subject to approval by the Board of Finance*

Present: John Madzula, Sandy Roussas, Laura Miller, Chandravir Ahuja, Steven Goodridge and Erica Sullivan

Absent: None

Also Present: First Selectman, Dan Rosenthal, Finance Director, Bob Tait, Superintendent, Chris Melillo, BOE Chair, Deb Zukowski, Director of Business, Tanja Veda

Chair Madzula called the meeting to order at 7:34p.m. Attendees saluted the American Flag.

**Voter Comments**

None

**Communications**

Chair Madzula communicated the S&P bond rating as well as correspondence from Tanja Veda, BOE Director of Business (see below).

**Minutes**

Erica Sullivan moved to approve the minutes from the February 23, 2023. Sandy Roussas seconded. All in favor and motion passes.

**First Selectman's Report**

The First Selectman reported similar in the correspondence from Chair Madzula above re Town approved for AAA bond rating (see below).

**Finance Director's Report**

No report

**New Business**

*1. 2023-2024 Budget Discussion*

The Board, along with all attendees, discussed various line items in the BOS and BOE proposed budget namely grounds keeping, stage lighting project at Reed, BOE technology line item, longevity of equipment and fiscal designations. Ms. Roussas expressed her concern with the stage lighting. Ms. Miller shared her belief about the need to supply proper equipment to all teachers.

Sandy Roussas made a motion to approve the 2023-2034 proposed BOE budget as presented with a reduction in the amount of \$185,000 and further reducing in the combined amount of \$546,000 (\$274,000 for technology equipment and \$272,000 for building and site projects) to be funded from capital non-recurring. Resulting in a BOE total of \$85,259,974. Erica Sullivan seconded. All in favor and motion passes.

Sandy Roussas moved to amend the bottom line and increase the total by \$224,677 for the medical dental increase (\$259,260) offset by a reduction in cost for fuel (34,583) totaling \$85,484,651.

Sandy Roussas moved to withdraw. Erica Sullivan seconded. All in favor and motion passes.

Sandy Roussas made a motion to approve the 2023-2034 proposed BOE budget as presented with a reduction in the amount of \$185,000 and further reducing in the combined amount of \$546,000 (\$274,000 for technology equipment and \$272,000 for building and site projects) to be funded from capital non-recurring) as well as medical dental employee an increase in the amount of \$259,260 and a reduction in heating and fuel in the amount of \$34,583 with a total of \$85,484,651. Erica Sullivan seconded. All in favor and motion passes.

Chandravir Ahuja made a motion to approve the proposed 2023-2024 BOS budget in the amount of \$47,811,847 as presented. Steve Goodridge seconded.

Sandy Roussas moved to amend the BOS budget as presented with a reduction for the line item for salt in the amount of \$105,351. No second. Motion fails.

Ms. Roussas wanted to convey the importance to raise the Selectman's salary.

Chandravir Ahuja made a motion to make an increase adjustment to the BOS 2023-2024 budget for \$96,150 increasing the transfer line item for BOS medical insurance, decrease of \$28,000 for Highway energy fuel, Public Works decrease for \$4,950 for public building and maintenance energy oil and an increase in the transfer to - capital non recurring line item in the budget in the amount of \$900,000 and designating \$546,000 for Board of Education capital items funded by the use of fund balance line item in the revenue budget as presented by Finance Director. Resulting in a total BOS budget amount of \$47,811,847. Erica Sullivan seconded. All in favor and motion passes.

Sandy Roussas made a motion to approve the 2023-2024 total budget (BOS/BOE) in the amount of \$133,296,498. Laura Miller seconded. All in favor and motion passes.

Erica Sullivan a motion to approve the tax collection rate in the amount of 99.3%. Sandy Roussas. All in favor and motion passes.

Erica Sullivan made a motion authorize the Finance Director to make adjustments as needed. Sandy Roussas seconded. All in favor and motion passes.

### **Unfinished Business**

None

### **Voter Comments**

None

### **Announcements**

None

### **Adjournment**

Erica Sullivan made a motion to adjourn. Sandy Roussas seconded. All members were in favor and the meeting was adjourned 9:33pm.

Respectfully submitted,  
Kiley Morrison Gottschalk, Clerk

## **Attachments**

Correspondence (two)

**From:** "Gouveia, Tanja" <[vadast@newtown.k12.ct.us](mailto:vadast@newtown.k12.ct.us)>  
**Date:** February 27, 2023 at 12:39:52 PM EST  
**To:** John Madzula <[jsmbofnewtown@gmail.com](mailto:jsmbofnewtown@gmail.com)>  
**Cc:** "Melillo, Christopher" <[melilloc@newtown.k12.ct.us](mailto:melilloc@newtown.k12.ct.us)>, Deborra Zukowski <[zukowskid\\_boe@newtown.k12.ct.us](mailto:zukowskid_boe@newtown.k12.ct.us)>  
**Subject:** Materials for BoF Meeting

Hi John,

I understand that our meeting has been postponed tonight so I'm sending you the documents that I was going to share with the board.

The document titled "Adjustments" shows the BoF recommended medical adjustment for \$259,620 along with a technical adjustment that we made for the heating/diesel fuel contract that just came in. With these two adjustments in place, the increase to our budget is 4.97%

The other two documents contain information on our capital items. Over the past few years, the BoF has recommended to the council that these items be removed from the BoE budget and funded through the Town's capital non-recurring account.

For the upcoming budget we have requested \$457,00 in building & site projects along with \$273,996 for chromebook and licenses. If these items are removed from our budget and funded elsewhere, the increase to our budget would be 4.08% (these items are not included in the adjustment spreadsheet).

Please see the details attached and let me know if you have any questions.

thank you

--

Tanja Vadas  
Director of Business and Finance  
Newtown Public Schools

<b>2022-23 Current Approved BOE Budget</b>	<b>82,134,639</b>	<b>Cumulative Adjustment</b>	<b>Percent of Change</b>	<b>Balance</b>	<b>Percent Change</b>	<b>Final \$ Increase</b>
2022-23 Board of Education's Request	85,990,974	3,856,335			4.70%	
<b>BOF Recommended Adjustments to BOE Operational Plan 2/27/23</b>						
1 Medical & Dental - Employee Benefits Adjustment	259,620	259,620	0.32%	86,250,594	5.01%	4,115,955
2 Heating Fuel and Diesel Adjustment	(34,583)	225,037	0.27%	86,216,011	4.97%	4,081,372
<b>BOARD OF FINANCE RECOMMENDED 2023-24 BUDGET</b>	<b>225,037</b>			<b>86,216,011</b>	<b>4.97%</b>	<b>4,081,372</b>
Total Adjustments		225,037				
Percent Reduction			0.27%			
<b>Proposed BOE Current Budget</b>				<b>86,216,011</b>		
Proposed Budget % Increase					4.97%	
Proposed Budget \$ Increase						4,081,372

2/24/2023

Town of Newtown				
Board of Finance Recommended 2023-24 Annual Budget				
Proposed Changes to BOS/BOE Proposed Budget				
2/23/2023				
	Proposed		Recommended	
<u>Function / Department / Line Item</u>	<u>BOS/BOE</u>	<u>Adjustment</u>	<u>BOF</u>	<u>Description</u>
<b><u>EXPENDITURES</u></b>				
Other Financing Uses				
Transfer Out to Other Funds - Transfer Out	-	96,150	96,150	On 2/13/2023 the Employee Medical Benefits Board Recommended a 9% increase in Town contributions to the medical self-insurance fund. A 6% increase is currently reflected in the budget.
<b>Education</b>				
Board of Education	85,990,974	259,260	86,250,234	Same as above
<b>Public Works</b>				
Highway - Energy Fuel Oil	422,400	(28,000)	394,400	New contract just signed with new rate
Public Building Maintenance - Energy Oil	172,058	(4,950)	167,108	New contract just signed with new rate
<b><u>REVENUES</u></b>				
Intergovernmental Revenues				
Various line items	7,685,397	280,234	7,965,631	Revenue line items adjusted to the Governors budget
<b>Total effect of adjustments on budgeted current year taxes</b>		42,226		Budgeted current year taxes would increase by \$42,226

Town of Newtown				
Board of Finance Recommended 2023-24 Annual Budget				
Proposed Changes to BOS/BOE Proposed Budget				
2/23/2023				
	Proposed		Recommended	
<u>Function / Department / Line Item</u>	<u>BOS/BOE</u>	<u>Adjustment</u>	<u>BOF</u>	<u>Description</u>
				Per the Town Fund Balance policy - to reduce undesignated (general fund) fund balance to 12% of total budget.
<b><u>REVENUES</u></b>				THIS HAS NO EFFECT ON CURRENT YEAR TAXES.
<b>Other Financing Sources</b>				
Use of Fund Balance	600,680	900,000	1,500,680	
<b><u>EXPENDITURES</u></b>				
<b>Other Financing Uses</b>				
Transfer Out - Capital & non-recurring Fund	600,680	900,000	1,500,680	

## **CONTRACT FOR TRANSPORTATION SERVICES**

This CONTRACT FOR TRANSPORTATION SERVICES ("Contract") is made as of this \_\_\_ day of June 2022, by and among the Newtown Board of Education (the "Board"), and All-Star Transportation, LLC (the "Contractor").

### **WITNESSETH**

WHEREAS, the Board wishes to provide transportation services for students for whom the Board provides transportation services for a period of five (5) years; and

WHEREAS, the Board has accepted a proposal for the provision of transportation services and awarded the Contract to Contractor on May 3, 2022; and

WHEREAS, the Contractor is ready, willing and able to provide the required transportation services sought by the Board and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follows:

### **ARTICLE 1. TERM AND CONTRACT INTERPRETATION**

The term of the Contract shall be for a five (5) year period beginning July 1, 2022 and ending June 30, 2027. The Contract may be extended by mutual written agreement for a maximum of one (1) additional one-year term, provided the Board and Contractor agree on any additional terms. The Board will notify the Contractor on or before January 2 of the preceding School Year if it intends to extend the Contract.

In the event of a conflict between the Invitation to Submit Bids as published (the "ITB") and this Contract, the terms of this Contract shall govern.

### **ARTICLE 2. DEFINITIONS**


2.1 "Board" means the Newtown Board of Education of Newtown Public Schools ("NPS"), and any appointed designee.

2.2 "Bus Route" means a fixed course traveled by each bus, which is established by the Contractor and approved by the Superintendent. Multiple trips can make up a route.

2.3 "Contract" means the transportation services agreement executed by and between the Board and the Contractor, including the ITB, which is incorporated herein.

2.4 "Contract Term" means the length of time in which the Contract is valid and enforceable. The Contract Term is five (5) years with the option to extend one year by mutual agreement.

2.5 "Contract Year" means July 1 through June 30 of a given year within the Contract Term.

  
Contractor's Initials

- 2.6 "Contractor" means All-Star Transportation, LLC.
- 2.7 "Deadhead" means mileage or time to and from the bus lots that is not considered part of the Bus Routes or trips for time or mileage payments.
- 2.8 "Director" means the Director of Business & Finance ("Director") for the NPS and his or her designee.
- 2.9 "Late runs" means transportation after school from various schools to home for after school activities, sports, clubs, etc., as designated by the Board from time to time.
- 2.10 "Midday Schedule" means any scheduled bus trips, which are for the transportation of regular education or special education students to or from school at midday.
- 2.11 "In-district" means within the boundaries served by the Board.
- 2.12 "Form of Bid" means the pages from the ITB that contain the pricing information and which will constitute the Contract prices.
- 2.13 "School Day" for purposes of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses drop off the last student in the P.M. Specific "live hours" for the purposes of the Contract, and payment, are described herein.
- 2.14 "School Year" means the number of days for which transportation will be required and will be governed by the actual school calendar as adopted by the Board including the calendars of all other schools for which the Board is responsible for furnishing transportation. The School Year may vary based on the Board's schedule. The Board reserves the right to modify the length of its School Year, including increasing or decreasing the number of days of service for such Board.
- 2.15 "Special Education Van" means any vehicle with a passenger capacity up to fifteen passengers that is used to carry children to or from school. The vehicle, including any modifications, must be licensed by the State of Connecticut.
- 2.16 "Specification" means the description of services to be performed by Contractor together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- 2.17 "Superintendent" means the Superintendent of NPS and his or her designee.
- 2.18 "Wheel Chair Van/Bus" means a school bus body and chassis specification classified as a School Transportation Vehicle (STV). The vehicle, including the modifications, must be licensed by the State of Connecticut. The wheelchair van/bus will be required to be handicap equipped with wheelchair lift and associated harnesses.



### ARTICLE 3. SCOPE OF WORK

3.1 Prior to the beginning of each School Year, the Superintendent shall provide to the Contractor a list of all required vehicles and list of students for the Board. The vehicles and students may only be changed during the School Year by the Superintendent. As to any communication as to those vehicles, students or related routes and runs, the Contractor shall only communicate to and receive communications from the Superintendent and/or designee and his/her designee.

The Superintendent, in conjunction with the Contractor, shall approve the routes. The Contractor shall only charge the Board in accordance with this information, and the Board is only responsible for paying for the actual vehicles used and designated services. Any disputes in payments shall be solely between the Board and the Contractor.

3.2 The vehicles for the Board shall be parked in a lot to be designated by the Contractor within the Town of Newtown. The Contractor shall provide school bus services for the transportation of students for the Board (for the period 7/1/2022 through 6/30/2027).

3.3 The Board will furnish the Contractor, without charge, with the fuel necessary for the performance of the Regular Daily and In-district special education transportation required by NPS' transportation program. Fuel will be stored at the operation facility maintained by the Contractor. With its monthly invoice, Contractor will submit records in a form approved by the Board, documenting the amount of fuel used. Under no circumstances shall the Contractor use fuel provided by the Board for transportation services unrelated to the services under this Contract. Breach of this provision could, at the sole discretion of the Board, result in a termination of this Contract.

The Board reserves the right to designate the vendor to supply the fuel. Should the Contractor receive the district's permission to utilize another vendor or source, the district will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would not be incurred should the district's designated location be utilized.

3.4 The Transportation Program varies each year based upon a number of factors, including, but not limited to, classroom locations, placements, and student requests. The Contractor shall provide the necessary vehicles required for the full performance of this Contract. The number and type of vehicles required for the base contract are listed in the Form of Bid, Exhibit A as follows: (31) 77 Passenger; (13) 47 Passenger; (7) 30 Passenger Type II; and (3) 18 Passenger wheelchair capacity.

The Contractor agrees that it will transport to and from the Board's public schools and other designated institutions, such persons as may be designated by the Board, and at such days, times and hours as designated by the Board, and will make such stops and travel along such routes as are designated by the Board. The Contractor shall furnish such transportation services including personnel, supervision, vehicles, drivers, equipment, and other services required to transport all students to and from the Board's public schools and other designated institutions.

It is understood that this Contract does not exclude the Board from using another contractor/provider, its own vehicles, or services related to transportation provide by other school districts.

### 3.4 Regular Daily Transportation Program

3.4.1 The Contractor will provide home-to-school-to-home transportation for the Board. The bell schedule, which is subject to change, is included in Section 15.1.

3.4.2 For home-to-school-to-home transportation, the pricing system used in this Contract is based upon the length of the day the specific vehicle is in use on behalf of the NPS as set forth in the Form of Bid, attached and incorporated hereto as Exhibit A. The length of day will be based upon the route times as approved by the Board, including 15-minute pre-trip in the A.M. and a 15-minute post-trip in the P.M. for a total of 30 additional minutes beyond the route times. The single tier rate on Exhibit A shall be used when NPS are closed but out-of-district and non-public schools are open

3.4.3 The daily rate in this Contract for regular daily transportation is a 5-1/2 hour daily rate for the two tier system. Should the scheduled day exceed the defined day by 15 minutes or more, a pro rata charge will occur calculated on a half-hour basis.

3.4.4 The rates for Shuttle, Excess, Midday and Late runs are at the hourly rates set forth in Exhibit A. For the purpose of billing by the hour, trip times will be invoiced in one-quarter hour segments, rounded to the next quarter hour. For example a trip for 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate in Exhibit A.


3.4.5 The Contractor shall provide transportation for The After School Program or any similar program. This program is an alternative instructional program at the high school. School-to-home transportation shall be provided four (4) to five (5) days a week, as designated by the Board as the hourly rate on Exhibit A.

3.4.6 The hourly rate on Exhibit A shall be used for pre-school midday routes and early dismissal on days when out-of-district and non-public schools are on a different schedule than NPS.

### 3.5 In-District Special Education

3.5.1 The Contractor shall supply In-district special education transportation operated by the Board. The bell schedule, which is subject to change, is included on Exhibit A. The daily rate per vehicle for In-district special education transportation shall be a 5-1/2 hour daily rate.

3.5.2 The Contractor shall provide summer transportation for ESY special education students as early as the end of June. The program is a half-day program. The schedule shall be provided to the Contractor by the Special education department each year at least two weeks before the ESY program begins. The Board shall pay the Summer ESY rates identified in Exhibit A for these services.

  
Contractor's Initials

### 3.6 Athletic and Field Trips

3.6.1 The Contractor shall provide transportation for such field and athletic trips as may be scheduled by the Board. The Contractor shall make every effort to assure that vehicles are available for such trips. The Contractor shall provide all transportation for field trips. The Contractor shall provide transportation for all athletic trips, in accordance with schedules of athletic trips to be provided at the start of the athletic season. In the event of a change in date and/or time of a previously set and scheduled athletic event, the contractor shall provide transportation for the rescheduled athletic event.

3.6.2 Provided receipts are provided, the Board will reimburse the Contractor for tolls incurred while transporting students to and from field/athletic events.

3.6.3 The school scheduling the trip will endeavor to provide the Contractor with as much advance notice as possible of any required services or canceled trips. The scheduling of any required athletic or field trips will be communicated to the Contractor with at least three (3) weeks written notice prior to the event. With the exception of inclement weather, the Board shall cancel an event with 24 hours written notice prior to the scheduled event. If cancellation is due to inclement weather, the Board shall provide notice to the Contractor two-hours prior to the cancelled event.

## ARTICLE 4. GUARANTEES BY THE CONTRACTOR

4.1 The Board, may at any time during the Contract Term, by a written order of such Board, require the performance of such extra work, reduce the amount of work, or require changes in the work as it may find necessary or desirable. The Board reserves the right to add to, delete from, or otherwise change the number of vehicles, style of vehicles, use of vehicles or length of operating day, and/or the number of days requiring transportation under the Contract. The amount of compensation to be paid to the Contractor for any increase or decrease in the number of vehicles, work or services as so ordered shall be determined by the applicable prices, set forth in the Contract, Exhibit A, for the actual vehicles in use. Additional vehicles shall be at the applicable prices set forth in the Contract and any reduction in vehicles shall reduce the amount the Board pays based upon the applicable prices set forth in the Contract, described in Exhibit A. The Board shall not be liable for any extra work or increased compensation unless authorized in advance by the Board's written order.

4.2 All material, services, and workmanship shall be subject to inspection, examination and test by the Board. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment shall be made by the Board.

The Board reserves the right to reject all material, supplies and workmanship that does not meet their standards.

4.3 The Contractor represents, warrants and guarantees:

4.3.1 That Contractor is financially solvent and the Contractor is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

4.3.2 That Contractor shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the Contract. That it shall procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8 of the Contract. Certificates of Insurance, where applicable, will be submitted to the Newtown Business Office no later than 30 days prior to the initiation of each Contract Year.

4.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and the Board.

4.3.4 That it will comply with the Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right to Know Act") with respect to all operations or activities on School Districts' premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

4.3.5 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age, military or veteran status, genetic information, gender identity or expression or disability or any other reason prohibited by federal or state law. Such action shall be taken with reference but not limited to: recruitment, hiring, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

4.3.6 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to of race, creed, color, national origin, sex, sexual orientation, marital status, age, or disability or any other reason prohibited by federal or state law.

4.3.7 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.

4.3.8 The Contractor will comply with all federal and state provisions for drug and alcohol testing and be responsible for any and all fines related thereto.

4.3.9 The Contractor will comply with any and all other applicable Federal, State, and/or Local laws, rules, regulations, and the policies and procedures of the Board. To the extent that any of the aforementioned result in the requirement of seatbelts, the Board shall purchase the seat belts and the Contractor will be responsible for installation of same.

4.3.10 In the performance of the Contract, Contractor is an independent contractor. For all purposes of the Contract, all bus drivers, aides and others engaged by Contractor for the performance of the Contract shall be considered employees of Contractor and not of the Board, unless otherwise specifically designated by the Board. The Board may employ monitors, aides and/or attendants directly, and the Contractor will facilitate their travel and work on the buses.

4.3.11 All student information provided to the Contractor will be confidential, and the Contractor must comply with CT Student Privacy Act 16-189 and its amendments in addition to FERPA and other state regulations. The Boards' policies regarding confidentiality of student records and personally-identifiable information will be provided to the Contractor.

4.3.12 At a minimum the Contractor will:

- a Bring the school aged children of the community to school on time.
- b Provide highly skilled and courteous drivers.
- c Work continuously to maintain and improve an enviable safety record.
- d Keep vehicles in excellent mechanical condition.
- e Work with the school administration to improve service but not necessarily increase cost.
- f Understand the relationship between the quality of service and its interdependency with parent relations.
- g To at all times, work in an effective and professional manner.
- h To work with the School Administration to maintain the best possible parent/community relations.

## **ARTICLE 5. PAYMENTS**

5.1 The acceptance by the Contractor of the last payment of the Contract Term shall be and hereby is a release of the Board of all liability to the Contractor for all things done or furnished in connection with the obligations under the Contract and for every act and neglect of the Board and others relating to or arising out of the obligations under the Contract.

5.2 Payments of any claim shall not preclude the Board from making claim for adjustment on any item found not to have been in accordance with the general conditions and Specifications of the Contract.

5.3 The Board may withhold from the Contractor so much of the payment due from the Board as it may in the judgment of the Board, be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The Board shall have the right

to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.

5.4 The Contract shall be contingent upon appropriation by the Town of Newtown of funds sufficient to meet the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds as deemed necessary by the Board are not received, or if anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel the Contract) upon thirty (30) calendar days' written notice without further liability to the Contractor.

5.5 Payments for services rendered under the provisions of a contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. If the invoice is received by the 10th day of a given month, payment will be tendered within 30 days of receipt of invoice. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The district will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage. The cost of such tolls should be submitted with the detailed monthly billing, and receipts must be attached. The Contractor(s) shall maintain records during the term of the contract(s) and for three years thereafter of the daily services provided to the district on a route by route basis, and shall submit such records upon request by the district for audit in support of each of the monthly invoices.

Alternatively, the Board may agree with the Contractor, prior to the start of each School Year, to pay in ten (10) equal monthly installments on the 15<sup>th</sup> of each month (from September to June) for regular daily transportation services. If invoices for additional services provided are received by the Board on the fifth business day of a given month, payment will be tendered within 15 days of receipt of invoice. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the Board. If the Board chooses to pay Contractor by ten (10) equal monthly installments, no later than the last payment of the Contract Year, Contractor shall submit to the Board a reconciliation of the payment made against the actual services provided and shall issue to the Board a credit in any amount overcharged by Contractor to the Board.

The Contract price payable for each vehicle used in providing services under this Contract is detailed in Exhibit A and incorporated herein for regular daily transportation and In-district special education transportation. The number of Vehicles needed under this Contract will vary. Additional vehicles required for the transportation program shall be at the price per vehicle/ per day described in the Contractor's Pricing Pages from its Proposal. Any reduction in vehicles required for the transportation program shall reduce the amount the Board pays per vehicle/ per day described in the Contractor's Pricing Pages from its Proposal attributable to the vehicle(s) that are no longer needed. Unless specifically authorized, under no circumstances is Contractor authorized to charge any overtime to the Board. Upon presentation of receipts attached to the invoices, the Board will reimburse Contractor for tolls incurred while providing necessary transportation services under this Contract. Toll costs will not be reimbursed for any dead-head mileage

Notwithstanding anything contained herein to the contrary, including the force majeure provision, should a vehicle not be utilized on a scheduled route due to the Contractor's failure to have an adequate number of drivers or vehicles, the Contractor shall notify the Board immediately and (i) the Contractor and the Board shall mutually determine any necessary route reconfigurations required for the Contractor to provide the transportation services hereunder and (ii) the Contractor shall submit an invoice for services rendered that reflects a 45% reduction of the per diem costs detailed on Exhibit A for each vehicle not used.

The parties agree that pricing encompasses fixed and variable cost that is designed to capture the cost of labor, capital expenditures, protective equipment, cleaning supplies and outlays, and other contractual obligations assumed by the Contractor for the benefit of the provision of transportation services to the Board. For purposes of this Contract, variable cost is defined as cost associated with hourly employees and fixed costs include, but are not limited, to costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance and other operations costs.

#### **ARTICLE 6. DISTRICT REPRESENTATIVE**

The Superintendent or his/her designee will represent the Board in all matters pertaining to the performance of this Contract.

#### **ARTICLE 7. INDEMNIFICATION**

7.1 To the fullest extent permitted by law, the Contractor agrees to absolutely and unconditionally defend, hold harmless and indemnify the Town of Newtown and the Board, and any of their respective officials, officers, agents, servants or employees from any lawsuit, action, proceeding, liability, judgment, claim, demand, expenses or fees (including attorney's fees), or other costs or obligations which may arise out of the Contractor's negligence, willful misconduct and/or breach of contract and results in:

7.1.1 any injury to person or damage to property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under the Contract, except for such injury or damage wherein it is finally determined that the Town of Newtown or the Board or any of their respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct;

7.1.2 any injury to person or damage to property sustained by any person, firm, or corporation, caused by the Contractor's performance of this Contract, breach of this Contract or any act, default, error or omission of the Contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the Contract;

7.1.3 fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Town of Newtown or the Board or any of their respective officials,

officers, agents, servants or employees in connection with the Contractor's performance or failure to perform under the Contract.

7.1.4 The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Town of Newtown or the Board or any of their respective officials, officers, agents, servants, or employees on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Town of Newtown or the Board or any of their respective officials, officers, agents, servants, or employees arising out of any such claim or demand. The Board shall have the right to control the defense of any such claims.

The assumption of defense, indemnity, liability and loss hereunder shall survive Contractor's completion of service or other performance hereunder and any termination of this Contract.

This indemnification, defense and hold harmless section shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this section be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor; provided however, this indemnification, defense, and hold harmless section shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined by a court of competent jurisdiction that the Town of Newtown or the Board or any of their respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct and then only to the extent of such gross negligence or willful misconduct.

## **ARTICLE 8. INSURANCE**

The Contractor shall provide the following insurance:

8.1 The insurance carrier must be licensed to do business in Connecticut and must be rated in

M. Best's *Insurance Guide* as a "secured carrier" with a minimum rating of "A" or higher. 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.

8.2 The following minimum insurance must be maintained in force during the term of the Contract by the Contractor at its own expense:

### **8.2.1 Commercial/Business Auto Coverage - Limits:**

\$1,000,000 Liability Limit for all vehicles owned by Contractor

\$1,000,000 Liability Limit for any hired or non-owned vehicles used by Contractor



Note: Contractor has the option of carrying physical damage (collision and comprehensive) coverage on any vehicle that is owned, hired or non-owned by the Contractor.

The Town of Newtown and Newtown Board of Education shall be named as additional Insured with respect to the Auto Liability coverage carried by the Contractor.

#### **8.2.2 Commercial General Liability (CGL) Coverage - Limits:**

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)  
\$1,000,000 Personal and Advertising Injury  
\$10,000 Medical Expense (any one person)

The Town of Newtown and Newtown Board of Education shall be named as an Additional Insured on the CGL policy carried by the Contractor.

The CGL coverage carried by the Contractor shall be primary and non-contributory with respect to the Additional Insured.

A Waiver of Subrogation Clause shall be included.

Coverage (including defense costs) for allegation of sexual misconduct and/or sexual abuse shall be included.

#### **8.2.3 Umbrella/Excess Liability Coverage - Limits:**

\$10,000,000 Per Occurrence  
\$10,000,000 Aggregate


#### **8.2.4 Workers Compensation/Employers Liability – Limits:**

Statutory limits required per Connecticut State Law

##### **Employers Liability:**

\$500,000 Each Accident  
\$500,000 Aggregate for Injury by Disease  
\$500,000 Injury by Disease per Employee

8.2.5 Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the Board and any of its 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.

  
Contractor's Initials

8.3 Said policy or policies shall be primary and non-contributory to any policies of insurance available to the Board and must contain thirty (30) days prior notice to the Boards of cancellation or content change.

The Board and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

8.4 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.

8.5 The Contractor shall deposit with the NPS Business Office satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Board, no later than August 1<sup>st</sup> of each Contract Year, or June 15<sup>th</sup> of each Contract Year if Summer Transportation services are being provided the Board. 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. Failure to provide binders in a timely manner shall be considered a Contract default.

8.6 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the Board. It shall further state that a similar thirty (30) days prior written notice will be given to the Board prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The Board reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Board constitutes a material breach of the Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Board.

8.7 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the Board. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

8.8 Contractor will be responsible for the cost of vandalism to the vehicles. The Board will cooperate with the Contractor to keep vandalism low and prosecute violators to the full extent of the law. Any remuneration recovered as a result of vandalism on school buses will become the property of the Contractor. Board supports and encourages the use of technology to enhance safety and behavior on buses.

## **ARTICLE 9. BOOKS AND RECORDS**

The Contractor shall consent and agree to audits of any and all financial records relating to the Contract by the Board. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the Board, and all records shall be kept for a minimum of 3 years following expiration of the Contract. The Contractor shall also allow the Board's representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

## **ARTICLE 10. PERSONNEL MATTERS**

10.1 All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and the Board's policies. The Contractor shall provide a management chart to the Director one week prior to the start of any new Contract Year. The management chart shall identify the chain of authority of those assigned to the management of this Contract, including the names and phone numbers of those assigned to supervisory roles for the transportation program, including, but not limited to, the manager, dispatcher, on-site supervisor/lead bus driver and safety supervisor.

10.2 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The Board places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus or serve as a bus monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serves as a monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. All drivers and monitors must understand and speak English. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

10.3 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. Given the importance of the roles of certain personnel, the Contractor further agrees that the Board, solely in its discretion, shall have the right to request the Contractor to remove and replace any manager, supervisor, dispatcher, monitor or bus driver from providing services under the Contract.

The Board reserves the right, in the exercise of its sound discretion, to request the removal of drivers from providing services under the Contract, without being limited to considerations of health and driving records. Such drivers shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain bus monitors, aides and/or attendants to provide specialized services or medical support to individual students.

10.4 Manager: A "Manager (or similar function/title)" will be provided by the Contractor hereunder. Said Manager will be directly responsible for contacts with parents regarding transportation problems within the Board; provided, however, that all such routing and parent contacts are authorized by officials of the Board, as designated by the Board's Superintendent or his/her designee. The Contractor shall provide the Superintendent with an e-mail address for use by the Board's Director and the public. Said Manager also shall be responsible for compliance by drivers with the Board's transportation policies, all statistical studies and reports required by the Board, including those items necessary for State of Connecticut purposes, and the Board's monthly reports on its pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the Board to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the Board. The Manager shall be available by phone 2 hours prior to the first AM run for emergency contacts from the Board. The Manager is required to meet all State regulations and training requirements.

The Manager is precluded from any bus driver duties, driving any bus, and/or bus maintenance functions. The Manager shall be available from at least 6:00 A.M. to 5:00 PM. when school is in session.

The Contractor understands that the role of Manager impacts the retention of drivers and the relationships with the parents. The Manager assigned to NPS transportation program 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. The Board reserves the right, in its sole discretion, to reject Managers who do not exhibit good relations with the drivers and/or the parents, and may direct the Contractor to replace said Manager.

Dispatcher(s): A "Dispatcher" function shall be provided by the Contractor hereunder, with said function staffed from 6:00 A.M. to 5:00 P.M. on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and NPS' staff members, and such other areas as may be necessary to effect the coordinated and efficient provision of transportation services. **The Dispatcher should be able to communicate with each driver by radio at all times that buses are in use. Contractors shall identify by name and title the designated dispatcher and the designated substitute for the dispatcher.**

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 NPS 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 services and facilities each day until NPS is so notified. The Contractor will also have in place a designated "hot-line" telephone number that can be utilized by the Board's personnel only for emergency contact with the terminal. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public.

All parent inquiries, questions and requests will be directed to the Contractor, and the Contractor's staff are expected to be responsive to all of the NPS' families. Any changes made by the Contractor in response to a parent request must be consistent with the Board's policies and procedures. In the event that requests are made that are not consistent with established protocols, the Contractor shall then ask the Board's contact for assistance. The Contractor shall maintain a record of all inquiries and said record shall be available for the Board's review. Any resident complaints must be documented and tracked consistent with Section 17.5.4 herein.

The person performing the Dispatcher function shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the Board.

The Manager and Dispatcher do not need to be located on site at the district bus lot.

On-site Supervisors/Lead Bus Drivers: The Board shall have assigned to it a designated on-site supervisor or lead bus driver who shall work at the bus lot and serve as a liaison to the Board and who shall be knowledgeable about that Board's routes.

Safety Supervisor: The Contractor shall designate a Safety/Training Coordinator with whom the Director may consult on problems and issues of safety, driver performance, student behavior and trip routing, which may arise while during the Contract Term. The Safety Supervisor shall provide safety and driver training to the staff serving the Board.

Other Employees: The above detailed employees 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 meet the program needs.

10.5 All office staff, monitors and drivers provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees 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 bus drivers 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.

10.6 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver, bus monitor employment and bus operation, and Board policies and regulations as to transportation for the Board.

10.7 Each driver and monitor performing services pursuant to the Contract shall be involved in all safety programs which are or may be required by the laws, rules and regulations of the State of Connecticut. The Contractor shall employ a qualified "driver trainer" who will also personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. Any Contractor hereunder must comply particularly with the regulations of the State of Connecticut as they apply to safety regulations for drivers and monitors.

10.8 The Board reserves the right to provide specialized training with the cost of said training borne by the Board, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor. The Contractor shall provide the training required by Public Act No. 18-185, Section 3 to all drivers.

10.9 The physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles.

All drivers must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver performing services pursuant to the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the Board's Superintendent, or designee, in writing on the forms prescribed by the Board. The Board reserves the right to have a doctor examine anyone providing service under this Contract with the cost of such examination at the Board's expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and the Board's regulations. The Contractor will submit proof of drug testing to the Board for each employee prior to their driving buses in its transportation system.

10.10 The physical examinations and testing of bus aides/monitors required by applicable regulations, and any specialized training shall be at the Contractor's or aide's/monitor's expense.

Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

10.10 The Parties specifically acknowledge their mutual understanding that any of the Board's requirements, rules, policies, and/or protocols, and federal and/or state laws, applicable to the Board's employees to protect the school community from the COVID-19 pandemic or the spread of other communicable diseases, including, without limitation, a requirement to be vaccinated against the SARS-CoV-2 virus in compliance with Governor Lamont's Executive Order 13G and applicable guidance from the Connecticut Department of Public Health, shall

apply, to the extent permitted by law, to Contractor employees assigned to this Contract. The Contractor shall annually attest that all of its employees assigned to this Contract are in compliance with, or exempt as a matter of law from, said federal and/or state laws and requirements of the Board. To the extent permitted by law, the Contractor agrees that upon the Board's request, the Contractor shall promptly provide the Board with any documentation related to such compliance

10.11 The Contractor shall submit to the Board no later than 14 days prior to the beginning of each Contract Year a list of the names and addresses and Connecticut Driver's License numbers of all regular and substitute drivers and all regular and substitute monitors employed that will provide the services required hereunder to the Board and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver or monitor hired or terminated after that date, and the reason therefore. Said updated notice shall be provided to the Board within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Board. No other drivers may be used unless such information is provided to the Board in advance. Said list shall include the designated route/bus assignments for each driver. Each list shall show the specific drivers for that transportation.

The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The Contractor shall provide attendance information to the Board upon request.

In order to ensure continuity in the provision of services, and in order to reduce student discipline issues, drivers assigned to AM and/or PM runs are prohibited from leaving these assigned runs to perform optional field or athletic trips. The Board believes that the best transportation programs exist where the same drivers are on the same routes, every day. To this end, the Contractor is prohibited from entering into any agreements or procedures which violate this mandate.

10.12 The Contractor shall be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Such drills shall be held at such times as required by law. Contractor shall also provide all employees mandated training, including but not limited to, blood borne pathogen exposure control training.

10.13 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the Board. Additionally, prior to the opening of schools and throughout the School Year, all drivers shall traverse their assigned routes until they become familiar with all stops and roads. Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.

10.14 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. The Contractor is prohibited from releasing special needs children, identified by NPS, pre-school, or kindergarten through grade 2

children without supervision. If there is no one to meet the child, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

The Board may provide the Contractor with Transportation Care Plans for specific students. These Transportation Care Plans must be maintained on the bus, and the Contractor must develop procedures to ensure that said plans are transferred to any spare buses that may transport the designated student(s).

10.15 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the Board's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no alcohol, no smoking, no vaping is allowed on the buses, or on school property, by Contractor's employees. The Contractor is required to fully inform its employees of this provision. No alcoholic beverages or illegal intoxicants shall be allowed at the bus lots. NPS has a "drug free zone" and "no smoking/no vaping" policy on school property.

10.16 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver shall be informed of, and comply with state law and the Board's regulations as to the prohibition of idling.

10.17 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the Board, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency. Dispatch must be notified immediately of such an event.

10.18 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the Board in similar formats, the use of Microsoft Word and Excel are strongly recommended. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate any required software.

10.19 Some vehicles provided under this contract that are performing home-to-school or special education services (as needed based upon IEP requirements) shall include a bus monitor provided by the Contractor. For purposes of this contract, the use of the terms bus monitor, monitor, or aide are interchangeable. All monitors must be prepared to assist special education students to and from the threshold of the property, and they must assist the disabled pupil in entering and leaving the vehicle. While this is not to be construed as requiring monitors to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting disabled pupils to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.



Monitors must also perform mandated functions of clearing the danger zones on the outside buses, and assisting the drivers in the management of students and performance of standard discipline functions. The bus monitor is an important function in meeting State Regulations relative to loading and unloading safety issues, while also enhancing the transportation functions by assisting students in need and supplementing the student management functions on the bus.

The Contractor shall be responsible for communicating with monitors their responsibilities, and any monitor not willing to comply with these requirements shall be removed and replaced.

10.20 The Contractor shall perform criminal background checks (including fingerprinting) annually and, for new personnel, prior to being assigned a route on any driver, monitor or any personnel that will drive vehicles, who provide the student transportation services pursuant to the Contract. The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to a records check of information maintained on the Connecticut Sex Offender Registry (the "Registry"). The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "DCF Registry"). If the Contractor receives any information that any such driver, monitor or any personnel that will drive vehicles has a criminal record, is on the Registry or a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry or the DCF Registry and any other related information to the Board. Contractor agrees that it shall comply with Section 10-222c(g) of the Connecticut General Statutes, and Contractor shall immediately notify the Board of any findings required to be reported by such law. The Contractor shall also provide the Board with a certification of compliance with these requirements in writing.

The Director reserves the right to review all personnel records and personnel used in the performance of this Contract and to reject a driver prior to actual employment to service this Contract. In the event that any driver demonstrates unsatisfactory performance, the Director shall have the right to require the Contractor to replace or transfer the driver to another route within twenty-four (24) hours after notification. If replaced, the driver shall not thereafter be reinstated without Board approval. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

10.21 As a routine procedure, each driver will inspect his/her vehicle prior to beginning a route to insure that exterior lights and equipment are fully operational. After each trip within the route, the driver will walk to the rear of the bus and check every seat for forgotten articles, vandalism and particularly sleeping children. This inspection will occur during morning trips, afternoon trips and at the end of field and athletic trips. -

10.22 Vehicle drivers shall immediately report to the Contractor all accidents, scheduling problems, stop issues, discipline issues, and any related problems. Drivers shall follow prescribed emergency procedures in the event of an accident or vehicle malfunctions. All accidents, whether there is an injury or not, shall immediately be reported to the Business Office. In the event of an injury, Contractor shall promptly prepare a written report to the Director of the accident.

### 10.23 Prohibited Practices:

10.23.1 Drivers will not wear headphones during the course of driving a route.

10.23.2 Smoking is prohibited while transporting students.

10.23.3 Personal cellular phones are prohibited, but Contractor owned cellular phones might be used to enhance safety on regular routes and/or communication for field trips as well as for GPS.

10.23.4 Deviating from the routes as provided by the NPS.

10.23.5 Backing up buses is strictly prohibited.

10.23.6 Drivers will not be less than 21 years of age or students in the District.

10.23.7 Except for the Contractor name, no vehicle will carry political advertising.

10.24 The Contractor is responsible for students from the moment they board the bus or van until they exit the bus or van at home or school. The Contractor will require its drivers to report any disturbance, irregularities or disciplinary infractions by students to the building principal.

10.25 In the event of extreme disciplinary infractions by students on vehicles, which in any way imperil safe operations, the Contractor shall require that drivers stop the vehicles and not proceed until discipline is restored. The Contractor's office is to be immediately alerted via radio. The driver shall report all such occurrences to the Contractor, and the Contractor shall notify the Principal of the school.

10.26 Only individuals specifically authorized by the Contractor and the Board will be allowed to ride the vehicles.

10.27 The Contractor will offer the employees of the current Newtown bus contractor the right of first refusal for employment.

10.28 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

## **ARTICLE 11. VEHICLES**

11.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses and vehicles, with sufficient capacities to adequately meet the needs of the Board. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this

Contract, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

In addition to the necessary vehicles to meet the scheduled needs of the district, the Contractor is required to have at least 10% of the total fleet as spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within 30 minutes of the request. Standby drivers must be available to operate these vehicles.

Due to the unique capabilities of certain vehicles, the Contractor must maintain at least one spare of each type of vehicle utilized.

11.1.1 Section 5.2.3 of the RFP details the current fleet being provided by the current contractor. The Board will work with the Contractor to ensure the appropriate type vehicle is being utilized for each route.

**Each school bus must be in compliance with EPA guidelines** Included on these vehicles must be a strobe light, and front cross bars on each bus as well as any other NHTS safety equipment requirements for school buses.

11.1.2 Vehicles needed to perform this Contract are listed on the Form of Bid, Exhibit A and need to be model year 2018 or newer, have GPS capability, be equipped with at least four (4) digital cameras for 47 & 77-passenger vehicles, and at least two (2) digital cameras for Type II vehicles, and be propane fuel. Rates quoted as reflected on the Form of Bid are for a 5.5 hour day. Failure to maintain the stipulated vehicle age requirements during the term of this Contract shall be considered a default under the Contract. Contractor will provide the Board with a detailed fleet listing of the vehicles to be used for NPS' transportation at the beginning of each School Year stipulating that they meet this vehicle age criterion.

11.1.3 Each Type I and II bus shall have flashing stop arms and front safety crossing control gates.

11.1.4 Each vehicle (including school buses, school mini buses, school lift buses and special education vans) shall be equipped with two-way radios of at least 45- watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicle shall be operated outside the Board's boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the district have notoriously experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phones; repeat station) must be provided by the Contractor. All Contractor-owned vehicles must contain radios that properly integrate with the district's digital frequency. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

11.1.5 All designated vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must

be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie- downs and one over the shoulder restraint. Should legislation require child restraints for students being provided service under this Contract, it shall be the Contractor's responsibility to provide compliant restraints.

11.1.6 All buses shall be painted the standard school bus yellow. Route numbers for the NPS shall be prominently displayed on the buses, consistent with State regulations. All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the Board, located in the foremost passenger windows on each side of the vehicle, or on magnetic signs prominently displayed on the vehicle. Spare vehicles must have a system to allow the proper identification when providing services on a route. All buses must be identified with signs reading "the Newtown Public Schools," located on both sides of the vehicles. All special education vehicles shall be identified with signs reading "Carrying School Children," located on both sides of the vehicles. Vehicles used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of NPS.

11.1.7 All the vehicles shall be maintained in first class repair and working order and in clean and sanitary condition, shall be adequately heated, and shall have sufficient power to operate in accordance with the schedule of the Board under reasonably foreseeable circumstances. Any problems, which might affect normal operation, shall be reported to the Director or designee no later than 6:00 A.M.

Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior written approval by the Superintendent, only if there are spaces available on the vehicles and only in compliance with the Board's policies, drivers may transport up to two (2) of their own pre-school children on such routes. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required for the driver's children shall be the responsibility of the Contractor. If the Board gives its approval, it reserves the right to withdraw such approval if the driver benefit interferes with the provision of safe and effective services to the students or if there are no longer extra seats available on a vehicle. Such determination rests solely with the Board.

11.1.8 All buses with a capacity in excess of 10-passengers used in the performance of this Contract for home-to-school, special education or summer services must be equipped with a single, digital, color camera recording system with audio.

11.1.9 Video recordings will be required to be turned over to the Board in the event of any disciplinary, restraint or unusual matters.

11.1.10 At any time during this Contract, the Board, at its discretion, shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repairs or additions to the mechanical equipment of the Contractor. It shall be the responsibility of the Contractor to carry out these recommendations within the reasonable time period designated by the Board. The Contractor and the Board will negotiate the cost of any equipment beyond the terms and condition of this Contract. In addition, the Superintendent or his/her designee has the right to inspect and reject

buses to be used for transportation under this Contract for any reason. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

11.1.11 The Board may, on written notice, require the Contractor to discontinue the use of any vehicle, which it judges to be hazardous, mechanically defective or subject to frequent breakdowns or delays. In the event that the discontinuance of any vehicle shall be ordered, the Contractor shall forthwith replace said vehicle with another vehicle, which is capable of fulfilling the requirements of this Contract and the schedule

11.2 The Contractor shall provide to the Board prior to the start of each year of the Contract, or as otherwise may be requested, in the form of Exhibit B, the year, make/model, student and seating capacity, of each vehicle to be utilized during the Contract Year.

11.3 Contractor must, upon request, provide the Board copies of vehicle maintenance records. The Contractor shall establish a daily inspection program of all vehicles and equipment and shall keep written records showing such inspections so that the Board or its authorized agent may, at any time, request the written record of the inspections made by the Contractor. Such records shall be on a form approved by the Board.

11.4 During the term of this Contract the Contractor shall have the right to substitute new or equivalent vehicles, provided prior written notice is given to the Board and such substitution meets the terms and conditions of this bid.

11.5 In the event that the Board or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during the term of this Contract, which are specific requirements for the operation of this Contract or immediate installation is required for continuing operation of the vehicles, Contractor and Board in good faith shall negotiate price increases applicable to such equipment requirement.

11.6 Buses shall be made available to the Town of Newtown for any emergency as declared by the First Selectman. If drivers are not available, the Contractor agrees to allow the Town to use the buses with its own authorized drivers with CDL license. The Board shall not require additional use of the vehicles other than as required by the terms of this contract.

## **ARTICLE 12. FACILITIES**

12.1 The Contractor shall be responsible for providing all transportation related facilities used in the performance of this Contract. The site(s) to be utilized by the Contractor for the operation and maintenance services must be located within Newtown. The location of the site(s) cannot change without prior written consent of the Board which consent shall not be unreasonably withheld or delayed. The Board reserves the right to inspect the terminal(s) periodically during the term of the Contract.

12.2 The Contractor will insure or self-insure its own equipment, materials, and supplies stored on the premises against the loss through fire, vandalism, and theft. Furthermore, the Boards will not be responsible for the loss by fire, vandalism, or theft of any personal items of the Contractor's employees that are stored or used at these lots.

12.3 The Contractor shall pay all motor vehicle, personal, excise, sales, use and other taxes or assessments with respect to the Contractor's vehicles, equipment, personal property and business operations on the applicable lot prior to same becoming delinquent. The Contractor shall register all buses being used for the Board in the Town of Newtown and pay the appropriate taxes to Newtown.

12.4 When not operating in service to the Board or removed for maintenance service at another location, all vehicles being used to provide services under the Contract shall be parked at the above described lots and be subject to the control and supervision of the Contractor. Buses shall not be parked at private residences or any other locations in the Towns.

### **ARTICLE 13. TRANSITION PLAN**

The Contractor shall implement the Transition Plan that is approved by the Board. The Transition plan must include, at a minimum, a plan for securing and establishing an operation and maintenance facility(ies) for the vehicles within the Town of Newtown, if not already in existence; hiring of personnel; securing vehicles; and the procedures and timeline(s) for the smooth continuation of the transportation program. If a facility is needed, a lease must be secured within fifteen (15) day following the approval of the Transition Plan.

### **ARTICLE 14. SAFETY REQUIREMENTS**

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board, through its Superintendent, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except special education students who may have specialized loading requirements), and at no time are pupils to be transported off the public roads, except in compliance with present policy and/or practice.

### **ARTICLE 15. ROUTE SCHEDULING**

15.1 Primary responsibility for route development will rest with the Contractor in consultation with the Superintendent or its designee, with final approval of the routes to be provided by the Superintendent or his/her designee. The Contractor agrees to review and prepare the routes in an effort to reduce mileage and fuel consumption. The Board reserves the right to accept responsibility to develop the routes for the district. The Board reserves the right to change any and all of its routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Contractor, or any driver, without the prior permission of the district. In the event that, in the opinion of the Contractor, routes cannot be traveled as scheduled, for good and sufficient reason, the district shall be notified immediately.

The Board reserves the right to change, reduce or designate additional pickup or discharge points when in the opinion of the Board it is necessary for the safety and welfare of children. This shall be at no additional charge to the Board.

Routes and schedules are to accommodate class schedules and shall be determined by the Board. The Board must be notified by telephone when a bus driver is aware that there will be a

delay of fifteen (15) minutes or more in the transportation of students. The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Board, as follows:

**Tier One**

	<b><u>Begin</u></b>	<b><u>Dismiss</u></b>
Nonnewaugh Agricultural – Woodbury	7:25am	2:15pm
Henry Abbott Tech – Danbury	7:30am	2:10pm
St. Rose – K-8	7:50am	2:50pm
Shepauh School – Washington	7:55am	2:25pm
Newtown High School	8:00 am	2:32 pm
Newtown Middle School	8:00am	2:32 pm

**Tier Two**

	<b><u>Begin</u></b>	<b><u>Dismiss</u></b>
Reed Intermediate – 5/6	9:05 am	3:32 pm
Magnet School - Danbury	8:35 am	3:25 pm
Fraser Woods - K-8	8:15 am	3:00 pm
Housatonic Valley - K-7	8:15 am	3:00 pm
*Hawley Elementary	9:05 am	3:32 pm
Head O'Meadow Elementary	9:05 am	3:32 pm
Middle Gate Elementary	9:05 am	3:32 pm
Sandy Hook Elementary	9:05 am	3:32 pm

**Pre-School Programs**

Sandy Hook School Pre-School – 2 Sessions	9:00 am	11:45 am
	12:45 pm	3:30 pm

**TAP Program**

Newtown High School	1:00 pm	5:00 pm
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**Magnet Schools**

<u>ECA</u>	Pickup @ NHS- 11:55, program start @ 1:00; dismiss 4:05 return to NHS
<u>RCA</u>	Pickup @ NHS- 12:55, program start @ 2:00; dismiss 4:30 return to NHS

*\*For the 2022-2023 School Year, Hawley Elementary School will be temporarily closed due to renovations. All students will be displaced to Reed Intermediate School and Head O'Meadow Elementary School. Pre-School students will be located at Head O'Meadow Elementary School.*

15.2 The Board desires to obtain maximum utilization of all equipment through a well-defined bus routine management program. NPS shall provide the Contractor with a listing of students, names, addresses, grade levels, school assignments, and school bell times, needing transportation by the second week in July of each Contract Year. The Contractor shall be responsible for preparing and maintaining the Bus Routes and bus time schedules no later than July 29<sup>th</sup>. NPS shall approve said list by August 15<sup>th</sup> for the Contract Year.

15.3 Because of late enrollments, routes and loads will be flexible during the first few weeks of school. Only the Superintendent or the Director will authorize route changes. The NPS encourages input from the Contractor on changes that will increase safety and/or efficiency. A hard copy and electronic version of the routes shall be provided to the Director.

15.4 The Contractor shall be required to use a comprehensive computerized/automated routing system, such as Transfinder or better. The Contractor must establish and maintain the database and it must include a digitized map of Newtown. This program must be maintained on a PC platform and it must be electronically accessible to the Superintendent, Director or designee.

15.5 The parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his/her designee. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for in the Contract.

15.6 Special Education schedules shall reflect the unique needs of special education students. Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. The district will endeavor to provide the Contractor with at least 72-hour notice prior to the initiation of said new service.

15.7 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board, including the calendars of all other schools for which the district is responsible for furnishing transportation (except for summer services) and/or as designated in the program description shown in 15.1. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as each Board declares official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools (if any are established in the future). The list of mandated legal holidays for each District will be published no later than two weeks prior to the beginning of the School Year. For the 2022-2023 School Year, the calendar is attached as Exhibit C.

15.8 Transportation to non-public schools could be provided on those days when the public schools are scheduled not to operate. Vehicle charged for this service shall be only for the actual vehicles used for this type of service.

15.9 Each bus used under this Contract will display the proper Bus Number, consistent with State regulations as to size and location, and must be identified with signs reading "the Newtown Public Schools."

15.10 A copy of the route the bus is serving and the Student's names and addresses in the routes will be carried in the vehicle at all times. Drivers and spare drivers are expected to be familiar with routes prior to the opening of school.

15.11 Dismissal Schedules – the service contracted on regular routes is contingent on the time schedule set forth in 15.1 above. In addition, the Contractor shall provide the following early dismissals at no additional cost to the Board:

15.11.1 Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams).



15.11.2 Dismissals as required during January and June examination weeks in the high school.

15.11.3 District-wide noon dismissals when required

15.11.4 Early dismissal as per calendars provided by the district.

15.11.5 Summer transportation may be modified year to year by the Board, and as required by the individual student programs. Summer transportation shall commence with the summer of 2022.

15.11.6 Comparable transportation from all non-public school covered by this Contract on days when NPS has other than regular dismissals.

15.11.7 The Contractor will delay, at no additional cost to the Board, the morning routes as requested and vehicles are to be available on any day that the Superintendent institutes a delayed opening of school due to adverse conditions or any other emergency.

15.12 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the Board within three business days of its request.

15.13 Vehicles shall pass over state highway and town-accepted roads only. If this cannot be accomplished, the Superintendent or Director is to be notified as soon as possible. If any route cannot be traveled as planned, the Contractor shall notify the Superintendent or Director immediately. If emergency conditions necessitate a temporary change in routes, the Superintendent or Director shall be notified.

#### 15.14 Trial Runs

On a day established by the Board and within- at least one week prior to the first day of service under the Contract, each regular driver for the Board's transportation services will make at least one (1) trial AM and PM run to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. The Contractor must provide written verification of this trial run process to the Board no later than two weeks prior to the beginning of school of each Contract Year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. The cost of the trial runs shall be borne by the Contractor and will not be billed to the Board. However, the Board reserves the right to require additional trial runs, and in those instances such Board will reimburse the Contractor for its documented out-of-pocket expenses for these runs.

### ARTICLE 16. OPERATING MATTERS

16.1 Boards' Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the Board as set out in the present written policies and rules of the Board, relevant to student transportation, as modified by current practice, and such other

future regulations as may reasonably be required by the Board for its transportation services. The Board's policies are available on its websites.

16.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. Additionally, drivers and bus aides, monitors and/or attendants assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers, monitors, attendants and aides shall also receive training on the proper methods of securing each type of wheelchair transported under the Contract. The cost of such instruction shall be paid by the Contractor.

The Board may make available to the Contractor's employees additional specialized training for the Board's transportation services. The Board will cover the cost of said training with the exception of the Contractor's employees' wages which shall be the responsibility of the Contractor. The Contractor shall make all reasonable efforts to facilitate the scheduling and employee availability for this training.

16.3 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the district.

16.4 Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather or other emergencies, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the Board.

Should NPS experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. A rate for reimbursement of costs incurred by the Contractor shall be mutually agreed to with the Board.

16.5 Required Reports. The Contractor shall deliver reports to the Director as follows:

16.5.1 Monthly Reports: The Contractor shall deliver to the Superintendent or his/her designee, its written report of operations on a monthly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and attendant training programs, driver discipline matters and related documentation, and other items related to the performance of the Contract. A *sample* format is included as Exhibit D. The Contractor and a representative

from the Board shall meet prior to the beginning of school to finalize the information to be contained on this report.

16.5.2 Accidents: In the event of any accident involving the operation of a vehicle being used under this Contract, the Superintendent must be notified immediately. Written reports will be completed by the Contractor in a timely fashion and include police reports. When students are on board, the report must include complete details along with a list of all occupants. The Contractor must also comply with all Federal, State, and/or Board regulations or policies relative to accident reporting, investigations, and reviews. The Board reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

16.5.3 Student Discipline Matters: In the event of any student discipline matter involving a NPS s student, the Contractor shall immediately notify the individual school building administration, and the Superintendent, in the manner as prescribed by the subject school or the Board's policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the Board.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect for the NPS system as to such students during the term of the Contract. It is of paramount importance that drivers maintain good order on the school buses. Drivers may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause the Board to request the removal of such driver who fails to do so. Any cost or salary reimbursement for attendance by drivers shall be borne by the Contractor.

16.5.4 Student Counts: Contractor will conduct a student count for the Board's students is required at least four times per School Year. The Board will provide the Contractor with the schedule for these student counts. The Contractor will provide whatever assistance is requested to assist the Board in the compilation of this data.

16.5.5 Compliance with Section 10-221c reporting. The Contractor shall assist the Board in the tracking and filing of complaint and accident information consistent with the requirements of Section 10-221c of the Connecticut General Statutes.

16.5.6 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver shall file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his designee during business hours.

16.6 Rights to Property: As a condition of this Contract, the Contractor agrees to allow the Board's administrative personnel or their authorized representative(s) on any property connected with the service provided to the Board for the purpose of inspection at any time. The Contractor shall also make the garage facility and maintenance records available for inspection by school personnel of the NPS.

16.7 Authorization of Students for Transportation: Only those children, adults or other person(s) authorized by the Board to be transported shall be transported in the vehicles used for the Board's transportation under the Contract. The Contractor shall agree to secure the prior written approval of the Board before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the Board with copies of each such related contract with another school, district or individual for such transportation. The Board reserves the right to assign students from other districts to buses/routes. The Board reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the Board and the Contractor.

16.8 Advertising: Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of the Board.

#### **ARTICLE 17. CHANGES IN BASE PROGRAM**

Should changes in the Board's operation require an increase or decrease in the number of vehicles needed to properly operate the program for the Board, the change shall be reflected by using the proposal amount quoted per vehicle, per day (by type or per hour) on the Form of Bid, Exhibit A.

The Board must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation from the Board. Failure by the Contractor to notify the Board of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to the Contract.

#### **ARTICLE 18. COMPLIANCE REQUIREMENTS**

##### **18.1 Compliance with Title IX Regulations**

The Contractor shall comply with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education).

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

##### **18.2 Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973**

The Contractor shall comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability).

**ARTICLE 19.            TERMINATION OF CONTRACT BY BOARD WITHOUT  
DEFAULT**

The Board may terminate the Contract with ninety (90) days written notice from the Board to the Contractor and such notice shall provide the date of termination. If the Contract is terminated by the Board as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by the Contractor prior to the date of termination. The Contractor will include any debit or credit due to audit of hours, number of vehicles used, or other revisions that would affect the total cost to the Board within thirty (30) days of the termination date.

In addition, the Board has the ability to cancel this Contract at the end of any Contract Year due to the failure of the state legislature or other applicable government entity to provide adequate funding to allow the Board to provide transportation services to students within the District. The Board shall provide written notice to Contractor of such termination on or before January 2 prior to the end of any Contract Year for services to be rendered in the following Contract Year. In the event state funding is restored following a termination of the Contract in accordance with this provision, the Contractor shall be entitled to a right of first refusal to provide continuing services to the Board under this Contract.

**ARTICLE 20.            DEFAULT**

**20.1    CONTRACTOR'S DEFAULT.**

If, at any time during the term of the Contract, it is determined at the sole discretion of the Board that the Contractor:

- 20.1.1    has failed to provide the level of services required under the Contract;
- 20.1.2    has failed to fulfill services required in accordance with agreed schedules;
- 20.1.3    has become insolvent;
- 20.1.4    makes an assignment for the benefit of creditors;
- 20.1.5    files a voluntary petition in bankruptcy;
- 20.1.6    is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days;
- 20.1.7    abandons the work;
- 20.1.8    subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein;
- 20.1.9    fails to provide the insurance required in the Contract;

20.1.10 fails to provide the Performance Bond required by the Contract; or

20.1.11 fails to comply with any other term or condition contained in the Contract.

The Board shall have the right to terminate the Contract upon thirty (30) days written notice to the Contractor of such default ("default notice") and an opportunity to cure the violation. If, at the end of the thirty (30) day default notice period, the Contractor has not remedied the violation, the Board may terminate this Contract with fifteen (15) additional days' notice, to be effective at the end of the additional fifteen (15) days' notice. This remedy is in addition to any other remedies the Board may have.

In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including, but not limited to, costs associated with the bidding process, including attorney's fees, and any and all increase in costs for transportation service for the duration of the term of the original Contract irrespective of the Performance Bond.

In addition, in the event that the vehicles contracted for herein are unavailable for service, the Contractor shall be considered in default and the Board shall be free to contract with any other person or company for bus transportation service.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, 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 bus service. The Contractor shall obtain temporary interim service and shall compensate the Board for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Contractor within five (5) school days of the cessation of service, the Board shall have the option of terminating the Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

Notwithstanding the thirty (30) day's default notice, in all cases where the Contractor ceases service for one or more school days and such cessation is not due to a Force Majeure Event, the Board shall also have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any performance bond submitted with the Contract to the Board shall so specifically state.

#### **ARTICLE 21. NON-PERFORMANCE DAMAGES**

The Board has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Board and the Contractor agree that in certain circumstances, the actual amount of damages incurred by the Board will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Board may assess, related to the services provided to the Board, damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Board will not pay for any services that have not been provided. Prior to the implementation of

any liquidated damages, the Board will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the Board's decision on whether or not a mitigating circumstance exist. In view of the difficulty the Board will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed liquidated damages and enforceable for breach of this Contract:

21.1 If at any time the Contractor does not provide the required number of buses or drivers necessary under the Contract, the Board may deduct from its monthly payment \$100.00 *per student* assigned to said bus, driver or monitor not provided in accordance with the Contract, or the pro rata costs of the vehicle for that day, 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 unless agreed upon by the Board.

21.2 If the Contractor does not supply the necessary spare vehicles to operate the transportation program within the 30-minute reporting requirement, the Board shall deduct from its monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$100.00.

21.3 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 \$150.00 from its monthly payment for each such occurrence.

21.4 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by a Board and/or does not meet the requirements of the State of Connecticut, the Board shall deduct \$200.00 per day from the Board's monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.

21.5 The Board requires that all buses that are utilized in the performance of this Contract have operating and active two-way radios of at least 45 watt capacity, or comparable communication devices (cellular phones). A \$150 per day per vehicle liquidated damages shall be assessed for any vehicle which does not comply with this requirement.

21.6 The Board requires that all buses are equipped with operating cameras and will provide video footage upon request by the Board within 24 hours. A \$100 per day per request liquidated damages shall be assessed for any request that is not met within this timeframe.

21.7 The Contractor is required to maintain 10% of the total fleet as spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within 30 minutes of the request. 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 \$150 per day per vehicle liquidated damages.

21.8 The Contractor is precluded from the use of any vehicle performing services under this Contract (including spares) that are older than 2018. Should a bus be utilized in violation of the fleet age provisions, the Contractor will be assessed a \$150 per day per vehicle liquidated damages plus the per diem cost for that vehicle.

21.9 The Manager, Dispatcher and/or on-site transportation supervisors are precluded from driving duties or maintenance duties, except in an emergency. Should the Manager and/or on-site transportation supervisors drive one or more routes without the prior approval of the Board, the Board reserves the right to deduct for that portion of the run operated from monthly payments due from the Board, plus assess a \$100 per occurrence liquidated damage.

21.10 Extra-curricular transportation is an important element of the Board's educational program. Therefore, it is expected that the Contractor will meet the Board's needs given the Board duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the Board for the trip, a \$100 per missed trip liquidated damages deduction from any payments due to the Contractor under this Contract, and a reimbursement to the Board for any financial consequential damages that the Board may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect of a scheduled trip, the Board reserves the right to assess \$50 per trip liquidated damages for the late arrival.

The Board realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers, and must notify the Board at the earliest possible date/time of the potential shortage. No liquidated 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 sufficient staff to meet the Board's needs.

21.11 A reliable transportation program 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 is more than 15 minutes late in the AM or PM, the Board has the right to deduct \$100 from the monthly billing for each infraction. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), liquidated damages will not be assessed.

Buses may be required to carry the Transportation Care Plans provided by the Board for assigned students. If a bus is found not to have on-board the required Care Plan, such Board reserves the right to deduct \$100 per day from its monthly billing for each day that the Plan is absent from the bus.

21.12 It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the Board to terminate this Contract and that in the event of termination, the above liquidated damages will 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.



In the event there is any increase or decrease in service levels, Contractor shall be afforded a period of ten (10) School Days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet School Board requirements.

The Board must notify Contractor in writing within forty-eight (48) hours of an incident its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. If the Contractor has not satisfactorily cured the incident, as determined by the Board in its sole discretion, the Board may bill the Contractor for such damages.

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 non-exercise or waiver.

## **ARTICLE 22. PERFORMANCE BOND**

- At the Board's option each year, the Board may require prior to the start of the school year and if the Board so requires, the Contractor shall furnish a performance bond ("Performance Bond") in an amount equal to one hundred percent (100%) of the estimated annual contract cost to guarantee the faithful performance of the Contract. If such Performance Bond is selected by the Board for a year, the Board shall notify the Contractor and the Contractor shall invoice the Board on the transportation invoice, identifying the costs associated with the Performance Bond costs for that billing period. If such Performance Bond is selected for a Contract Year, such Performance Bond shall be maintained in full force and effect until the Contract Year has been fully performed for that designated year. The Board at its option, may also require such Performance Bond have an option to renew each succeeding Contract Year of the Contract. The surety company furnishing such Performance Bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Board, and must be rated in the current edition of the A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or higher. If such Performance Bond is selected for a year, the Performance Bond shall be furnished to the Districts at least 30 days before the commencement of each school year, and a renewal bond shall be provided to the Board at least 30 days prior to each subsequent Contract Year. If a Performance Bond is required by the Board, failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the Board in accordance with Section 21 hereof.

Such performance bond shall be maintained in full force and effect until the Contract has been fully performed for that Contract Year.

A determination on the acceptance of the Performance Bond ultimately rests solely with the Board and may be made each year prior to the start of the school year. The Performance Bond must be submitted on an annual basis. If requested, failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

For the first year of the Contract, the Board shall require the Performance Bond.

### **ARTICLE 23. ACTS NOT IN CONTROL OF CONTRACTOR**

Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes, to the extent beyond its reasonable control: 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 (each event a "Force Majeure Event"), and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

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, or (c) a party's financial inability to perform its obligations hereunder.

Notwithstanding this Force Majeure clause, should a vehicle not be utilized on a scheduled route due to the Contractor's failure to have an adequate number of drivers or vehicles, the Contractor shall provide the Board a 45% reduction of the per diem costs detailed on Exhibit A for each vehicle not used.

Notwithstanding any provision of this Contract to the contrary, if the Board, or any government agency suspends in person classes for ten (10) consecutive School Days or more during the term due to a pandemic or other Force Majeure Event (the "Closure Period"), for each School Day over the ten (10) consecutive School Days of closure during the Closure Period that school would have been in person but for the Closure Period, the Board shall negotiate in good faith equitable adjustments with Contractor to cover fixed and variable costs that are designed to capture the costs associated with the contractual obligations of the Contractor to provide transportation services to the Board. For purposes of this Contract variable cost is defined as cost associated with hourly employees and fixed costs include but are not limited to costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance and other operations costs.

**ARTICLE 24. NO ASSIGNMENT BY CONTRACTOR**

It is mutually understood and agreed that this Contract shall not be assigned by the parties hereto, without the written consent of the Board, which consent shall not be unreasonably withheld or delayed; provided, however, that Contractor may, without approval, assign the Contract to a parent, subsidiary, related or affiliated company, provided the services and level of services provided under this Contract do not change. Furthermore, the Contractor shall have the right to assign or otherwise transfer this Contract in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the other party, provided the services and level of services provided under this Contract do not change. .

**ARTICLE 25. INCORPORATION OF DOCUMENTS**

All of the documents listed in the Notice to Bidders Request for Proposals, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract documents" shall include all of the aforesaid.

**ARTICLE 26. OTHER CONTRACTORS**

In order to meet the operating requirements of the Board, it is understood that the Contract in no way excludes the Board from using their own vehicles, drivers, aides, monitors and/or attendants or services provided by other school Boards. The Board may also use services from other contractors in the event that the Contractor cannot meet the Board's needs.

**ARTICLE 27. NO WAIVER**

No action or failure to act on the part of the Board to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the Board is entitled, nor shall such action or failure to act on the part of the Board waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**ARTICLE 28. FREEDOM OF INFORMATION ACT**

The Board is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). The Board is entitled to receive a copy of records and files related to the performance of the transportation services, and such records and files are subject to FOIA and may be disclosed by the Board pursuant to FOIA.

**ARTICLE 29. GOVERNING LAW, MERGER, SEVERABILITY**

29.1 Choice of Law. The parties agree that this Contract and any disputes arising from or relating to this Contract, including its formation and validity, shall be governed by the laws of the State of Connecticut.

29.2 The parties shall negotiate in good faith to resolve any dispute that may arise under this Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If mediation is not successful, the parties may pursue their remedies in accordance with 28.3 below.

29.3 Choice of Forum. The parties agree that any and all disputes arising from or relating to this Contract, including its formation and validity, shall be settled in the courts of the State of Connecticut.

29.4 Amendment. This Contract may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.

29.5 Severability. A court finding of invalidity for any provision of this Contract does not invalidate other provisions or applications that are not affected by the finding.

### **ARTICLE 30. STUDENT DATA PRIVACY**

30.1 Article 29 identifies the obligations of the parties relative to the safety and confidentiality of student information and student records and student generated content (collectively, "Student Data") received or obtained by the Contractor from the Board in connection with this Contract.

30.2 For purposes of this Article, "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 it's implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

30.3 The Parties agree that the Student Data Privacy Policy control over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

30.4 All Student Data provided or accessed pursuant to this Contract is and remains under the control of the Board. All Student Data are not the property of, or under the control of, the Contractor.

30.5 The Board may request that the Contractor delete any Student Data in the Contractor's possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, 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 Contractor, provided the Board may request the deletion of any such Student Data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete the requested Student Data within a reasonable period of time, and without undue delay, of receiving such a request.

30.5.1 The Contractor shall not use Student Data for any purposes other than those authorized in this Contract and the Contract, and may not use Student Data for any targeted advertising.

30.5.2 If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within a reasonable amount of time, and without undue delay, of receiving such a request. The Contractor 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 Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

### 30.6 Security and Confidentiality of Student Data

30.6.1 The Contractor and the Board shall ensure that they each comply with the FERPA. If Contractor will have access to "education records" of Board's students as defined under FERPA, then Board represents and warrants that it has determined that Contractor 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 Contract including to (a) develop, improve, and customize any and services provided to Board; (b) comply with any applicable law or regulation.

30.6.2 Further, the 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:

- a 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;
- b Maintain technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- c Otherwise meet or exceed industry standards relating to the safeguarding of confidential information.

### 30.6.3 Prohibited Uses of Student Data.

30.6.4 The Contractor shall not retain, and the Board shall not otherwise make available, any Student Data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Contract for the purpose of storing student-generated content.

### 30.7 Data Breaches

Upon discovery by the Contractor of a breach, the Contractor 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 notice of the breach. During such thirty (30) 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. To the extent known, Contractor'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. Contractor agrees to supplement its notification to the Board to the extent that additional information becomes known after its initial notice to the Board.

30.7.1 The Contractor agrees to cooperate with the Board with respect to investigation of the breach. If the breach was caused by the Contractor, then the Contractor 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.

### 30.8 Term of Article 29

30.8.1 Upon conclusion or termination of the Contract, Article 30 shall terminate when all of the Student Data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board. 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 30.8.2 below.

## **ARTICLE 31. NOTICES**

Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

3 Primrose St., Newtown, CT 06470

All-Star Transportation, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 32. AFFIRMATIVE ACTION**

The Contractor will submit a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Contract because of race, color, creed, sex or national origin. The Contractor agrees to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin. See Exhibit E.

Newtown Public Schools

By Lois Rodriguez  
6-22-22, Superintendent  
Duly Authorized

All-Star Transportation, LLC.

By [Signature]  
Print Name JOHN R. DUFOUR  
Duly Authorized

[Signature]  
Contractor's Initials

# Exhibit A

## STUDENT TRANSPORTATION BID

FORM OF BID

DUE DATE JANUARY 21, 2022

NEWTOWN PUBLIC SCHOOLS  
BUSINESS OFFICE  
3 PRIMROSE STREET  
NEWTOWN, CT 06470

BASE BID

HAVING CAREFULLY EXAMINED THE WITHIN SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE NEWTOWN PUBLIC SCHOOLS, 3 PRIMROSE STREET, NEWTOWN, CONNECTICUT, THE UNDERSIGNED: All-Star Transportation LLC CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED "GENERAL CONDITIONS", "SPECIFICATIONS", AND "NOTICE TO BIDDERS" FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO THE TERMS DESCRIBED ON THE SPECIFICATIONS. DAILY RATES WILL BE PAID ONLY ON VEHICLES THAT ARE SCHEDULED FOR SERVICE AS REQUIRED. THE RATES ARE INCLUSIVE OF ANY ADDITIONAL TRANSPORTATION REQUIRED DURING THE DAY, I.E., EARLY DISMISSALS, DELAYED OPENINGS, EXAM RUNS, EMERGENCY EVACUATIONS, ETC.

### SCHOOL YEAR IN-DISTRICT RATES FOR PUBLIC AND PRIVATE TRANSPORTATION SERVICES

	2022-23	2023-24	2024-25	2025-26	2026-27
<b>27 Passenger (current 31 vehicles)</b>					
5½ Hours Per Day	\$ 402.00	\$ 418.00	\$ 434.00	\$ 452.00	\$ 470.00
Single Tier Rate-AM & PM	\$ 300.00	\$ 308.00	\$ 316.00	\$ 325.00	\$ 335.00
Shuttle, Excess, Late Rate Per Hour	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	\$ 100.00
<b>17 Passenger (current 13 vehicles)</b>					
5½ Hours Per Day	\$ 350.00	\$ 364.00	\$ 378.00	\$ 393.00	\$ 408.00
Single Tier Rate-AM & PM	\$ 300.00	\$ 308.00	\$ 316.00	\$ 325.00	\$ 335.00
Shuttle, Excess, Late Rate Per Hour	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	\$ 100.00
<b>30 Passenger (current 14 vehicles)</b>					
5½ Hours Per Day	\$ 350.00	\$ 364.00	\$ 378.00	\$ 393.00	\$ 408.00
Single Tier Rate-AM & PM	\$ 300.00	\$ 308.00	\$ 316.00	\$ 325.00	\$ 335.00
Shuttle, Excess, Late Rate Per Hour	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	\$ 100.00
<b>18 Passenger (current 3 wheelchair)</b>					
5½ Hours Per Day	\$ 350.00	\$ 364.00	\$ 378.00	\$ 393.00	\$ 408.00
Single Tier Rate-AM & PM	\$ 300.00	\$ 308.00	\$ 316.00	\$ 325.00	\$ 335.00
Shuttle, Excess, Late Rate Per Hour	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	\$ 100.00
Bus Aide/Monitor	\$ 30.00	\$ 32.00	\$ 35.00	\$ 37.00	\$ 40.00
Summer ESY Rate	\$ 300.00	\$ 308.00	\$ 316.00	\$ 325.00	\$ 335.00
<b>Athletic Trips</b>					
In-District Hourly Rate	\$ 75.00	\$ 78.00	\$ 81.00	\$ 85.00	\$ 88.00
Out-of-District Hourly Rate	\$ 75.00	\$ 78.00	\$ 81.00	\$ 85.00	\$ 88.00
TAP Program (hourly rate)	\$ 87.00	\$ 90.00	\$ 93.00	\$ 96.00	\$ 100.00
Basic Hourly Rate	\$ 75.00	\$ 78.00	\$ 81.00	\$ 85.00	\$ 88.00

(SEE NOTES ON FOLLOWING PAGE)

Initials



### PERFORMANCE BOND

	2022-23	2023-24	2024-25	2025-26	2026-27
Annual Charge	\$ 30,400.00	\$ 31,616.00	\$ 32,880.00	\$ 34,195.00	\$ 35,562.00

Based on your experience with routing systems, estimate the number of buses that may be reduced resulting from a centralized bus location:

**NUMBER OF BUSES**

**COMMENTS:**

Initials

## Exhibit B

### BIDDER'S VEHICLE LIST

Pursuant to Specifications 8.7.2.2., I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract.

Proposer's Name: All-Star Transportation LLC

**Authorized Signature:**

[illegible]

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Proposer, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

NOVEMBER					19(20)
M	T	W	TH	F	
	1	2	3	4	
7	*..	9	10	11	
14	15	*16	*17	18	
21	22	*23	24	25	
28	29	30			

**\*8-Election Day-Schools Closed**

**For Students, Staff**

**Development**

**\*16 & 17-3 hr. Early Dismissal**

**High School Conferences**

**\*23-3 hr. Early Dismissal**

**24-25-Thanksgiving Recess**

OCTOBER				20 (20)	
M	T	W	TH	F	
3	4	5	6	*7	
10	11	12	13	14	
17	18	*19	*20	*21	
24	25	26	27	28	
31					

5 – Yom Kippur – Schools Closed  
 \*7-2 hr. Delayed Opening--Staff Development  
 \*19, 20, 21--3 hr. early dismissal--Elementary, Reed and Middle School Conferences

SEPTEMBER					20(20)
M	T	W	TH	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	*23	
26	27	28	29	30	

5-Labor Day - Schools Closed  
\*23 - 3 hr. Early Dismissal - Staff Development  
26-Rosh Hashanah - Schools Closed

AUGUST					3(6)
M	T	W	TH	F	
			24	25	26
			24	31	

**24-All Teachers Report**  
**24, 25 & 26 –Staff Development Days**  
**\*29 – Students Report –**  
**\*29, 30 & 31--3 hr. Early Dismissal for**  
**Staff Development**

MARCH				23(23)	
M	T	W	TH	F	
		1	2	3	
6	7	*8	9	10	
13	14	15	*16	*17	
20	21	22	23	24	
27	28	29	30	31	

\*8-2 hr. Delayed Opening--Staff Dev.  
 \*16 & 17-3 hr. Early Dismissal--Elem,  
 Reed and Middle School  
 Conferences (23 & 24 makeups)  
 \*16-High School Conferences  
 (23- High School make-up day)

FEBRUARY					18(18)
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	*17	
20	21	22	23	24	
27	28				

\*17--3 hr. Early Dismissal  
20-21 -- Winter Recess

JANUARY		20(20)	
M	T	W	TH
2	3	4	5
9	10	11	12
16	17	18	19
23	24	25	26
30	31		


2 - New Year's Day-Schools Closed  
 \*13-3 hr. Early Dismissal -Staff Development  
 16-Martin Luther King Day - Schools Closed

DECEMBER					16(17)
M	T	W	TH	F	
			1	2	
5	6	7	8	9	
12	13	*..	15	16	
19	20	21	22	*23	
26	27	28	29	30	

\*14-Schools Closed for Students  
Staff Development  
\*23--3 hr Early Dismissal - Holiday  
26-30-Holiday Recess

**Please Note:**  
*State of Connecticut mandates 180 calendar days for students. Beyond the projected June 9 date, school cancellation days will be made up by adding days through June.*

JUNE					7(7)	
M	T	W	TH	F		
			1	2		
5	6	7	8	9		
12	13	14	15	16		
19	20	21	22	23		
26	27	28	29	30		

 Protected last day of school

MAY	22(22)			
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	* 26
29	30	31		

\*26- 3 hr. Early Dismissal - Staff Dev.  
29-Memorial Day- Schools Closed

APRIL		14(14)	
M	T	W	TH
3	4	5	6
10	11	12	13
17	18	19	20
24	25	26	27

7- Good Friday - Schools Closed  
10-14 - Spring Recess

**Student Days – 182**  
**Teacher Days – 187**  
**Adopted: March 1, 2022**

**Open House Dates:**  
**Elementary:** Sept. 13 & 14  
**Reed Intermediate:** Sept. 8  
**Middle School:** Aug. 31 gr.7, Sept. 1 gr. 8  
**High School:** Sept. 15

**Please Note: Shaded calendar days = all schools closed for staff and students**

## EXHIBIT D

### NEWTOWN BOARD OF EDUCATION MONTHLY REPORT

MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

<b><u>OPERATIONS</u></b>			
a. Number of Days:	Scheduled:		Actual:
b. Fuel Usage (in gallons)	Diesel:		Gas:
c. Camera Inspections	Random:		Requested by school:
d. Drivers	New Hire:		Terminated:
	Resignations:		
e. Number of complaints	Parent:		School:
f. Discipline Issues referred to school(s)			
g. Ridership	Danbury Magnet School		
	Other Magnet Schools		
	Special Education Students		
<b><u>SAFETY</u></b>			
a. Accidents	Number occurred:		# injuries:
	Student injuries (yes or no)		
	Driver injuries (yes or no)		
b. Drug Testing	Date:		Number Tested:
c. Monthly On-Board Observations	Number completed:		
d. Evacuations	Date:		School(s):
e. Safety Meetings	Date:		Topic:
	Number attended:		
	Instructor:		
	Handouts:		
<b><u>MAINTENANCE</u></b>			
Breakdowns	# of breakdowns		
State Inspections	# of inspections completed:		
	# of Defects Found:		
<b><u>NOTES</u></b>			

## **SCHOOLS WITHIN NEWTOWN**

**HAWLEY ELEMENTARY SCHOOL**  
29 CHURCH HILL ROAD  
NEWTOWN, CT 06470-1644  
(203) 426-7666/FAX: (203) 270-6543  
PROJECTED ENROLLMENT: 401

**SANDY HOOK ELEMENTARY SCHOOL**  
12 DICKINSON DRIVE  
SANDY HOOK, CT 06482-1298  
(203) 426-7660/FAX: (203) 426-2649  
PROJECTED ENROLLMENT: 527

**MIDDLE GATE ELEMENTARY SCHOOL**  
7 COLD SPRING ROAD  
NEWTOWN, CT 06470-2600  
(203) 426-7642/FAX: (203) 426-0326  
PROJECTED ENROLLMENT: 472

**HEAD O'MEADOW ELEMENTARY SCHOOL**  
94 BOGGS HILL ROAD  
NEWTOWN, CT 06470-1915  
(203) 426-7670/FAX: (203) 270-9610  
PROJECTED ENROLLMENT: 357

**REED INTERMEDIATE SCHOOL**  
3 TRADES LANE  
NEWTOWN, CT 06470  
(203) 270-4880/FAX: (203) 270-4899  
PROJECTED ENROLLMENT: 881

**NEWTOWN MIDDLE SCHOOL**  
11 QUEEN STREET  
NEWTOWN, CT 06470-2172  
(203) 426-7642/FAX: (203) 270-6102  
PROJECTED ENROLLMENT: 816

**NEWTOWN HIGH SCHOOL**  
12 BERKSHIRE ROAD  
SANDY HOOK, CT 06482-1398  
(203) 426-7689/FAX: (203) 426-6573  
PROJECTED ENROLLMENT: 1,744

**ST. ROSE**  
46 CHURCH HILL ROAD  
NEWTOWN, CT 06470  
(203) 426-5102/FAX: (203) 426-5374  
PROJECTED ENROLLMENT: 440

**FRASER WOODS**  
173 SOUTH MAIN STREET  
NEWTOWN, CT 06470  
(203) 426-3390  
ENROLLMENT 62/TRANSPORTING 40

**HOUSATONIC VALLEY WALDORF SCHOOL**  
40 DODGINGTOWN ROAD  
NEWTOWN, CT 06470  
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ENROLLMENT 30/TRANSPORTING 20

BOF Budget Review  
Questions 2-22-23

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**Staffing:**

Please detail clerical staff at all the schools and the ratio of staff/admins at each school

Elementary schools: one building principal/school

one, 12 month clerical position (main office)

one, 10 month clerical position (main office)

Intermediate School: building principal and an assistant principal

two, 12 month clerical positions (main office)

three, 10 month positions (1 in main office, 1 in guidance office, 1 in the library media center)

Middle School: building principal and an assistant principal

three, 12 month clerical positions (1 in principal's office, 1 in assistant principal's office, 1 in guidance office)

three, 10 month clerical positions (2 for support in main/attendance offices, 1 in library media center)

High School: building principal and two assistant principals

seven, 12 month clerical positions (1 in principal's office, 2 in assistant principal's offices, 1 in athletics office, 2 in guidance office, 1 in scheduling/database office)

eight, 10 month clerical positions (2 in main/attendance office, 1 in library media center, 1 in health office, 1 in SPED office, 1 in career center, 2 in department/subject offices)

What is the ratio of guidance counselors to students in Reed, Middle School, High School?

High School

8 Counselors- Each counselor has a caseload of over 175 students except for one who has a reduced load due to her role as a coordinator of the Career Center

1 Department Chair- The department chair has a caseload of 35 students due to his department chair responsibilities.

**Technology:**

**What equipment is provided to students for home use?**

- a. Grades K-4 have the option to check out a Chromebook if needed
- a. Grades 5-10 are 1:1 Chromebook that they take home the device
- b. Grades 11 & 12 have the option to check out a Chromebook.
  - . *11th & 12Th grades are the last two classes in this model. Over the next year we will be phasing this model out in favor of the 1:1 program currently implemented in lower grades.*

**What equipment is provided to students for class use?**

- c. Elementary - Chromebooks & iPads
- d. Intermediate - Chromebooks & Windows
- e. Middle School - Chromebooks, Windows & Apple
- f. Hlgh School - Chromebooks, Windows & Apple

**Does the department maintain an inventory of equipment provided to students?**

- g. Yes

**Does the department maintain an inventory of equipment provided to staff?**

- h. Yes

**What equipment is provided to staff for home use? Class use?**

- i. Home use
  - . Staff are assigned either a Chromebook and Windows computer.
- j. Classroom use
  - . Outside the device assigned above, classrooms are equipped with a type of interactive panel (e.g. Smartboard, Eno, ViewSonic) or a projector and document camera if requested. Additional Windows, Apple or Chrome devices, wired / wireless probes, print options (b/w or color), etc. depending on subject matter to support their instruction.

**What is the turnover rate in terms of technology items for staff?**

- k. We have adopted a refresh model following the below schedule
  - . Windows Laptops 5yrs
  - i. Chromebooks 7 yrs (Based on Google's anticipated life span)
  - ii. Desktops 10yrs *Unless cost effective hardware improvements can be made to extend the life of the unit*

**What is the basis for the \$405K equipment increase? (Is this a function of money being expended the last 2 years through capital non-recurring?)**

- l. 640 Dell 3380 Chromebooks no longer supported. (\$157,760.00)
- m. 26 Interactive Panels to complete Reed Intermediate School project started last year. (\$102,700.00)
- n. In FY23 Town Capital Non-recurring funded (\$144,540.00)

## **Transportation:**

When a bus is parked or unable to complete a particular route on a particular day, does that result in a credit to the district? If so, what is that credit and over the last year, how much credit have we earned with All Star?

Yes, when a bus is parked for the day or for a route, we receive a 45% credit on our daily rate for that particular bus as outlined in our contract. This language was added into the new contract; however, AST did provide us with the same credit structure last year.

In 2021-22 we received a total of \$261,820. The majority of this credit came from 9 buses that were not operating for the entire year. These buses were taken offline due to the bus driver shortage and runs were consolidated. Throughout that year, we were hopeful that some of these buses would be reinstated; however, that did not happen.

In the current year, we have received \$1,462 through November and estimate an additional \$7,617 for December - February.

Please provide the All Star Bus Contract

What was the reason for the \$690,000 increase in transportation from 2021/22 - 2022/23?

From 21-22 to 22-23 the total increase to the transportation budget was \$347,448. of which \$343,601 was due to the AST contract and the balance of the increase came from OOD (out-of-district) transportation.

## **Staffing**

There was a reduction of 0.57 FTE in Pupil Personnel (Clerical - NMS Guidance), but there is also an addition of 1.73 FTE to Pupil Personnel (p. 18 of book). What position(s) does this additional FTE represent?

This is a combination of positions. We have 1.7 FTE social workers at the HS and .60 FTE social



workers at Reed coming off of grants. When combined with the reduction of the clerical position (.57) you get 1.73. If you look at page 19, you will see these positions individually broken down whereas page 18 combines the positions by cost center.

What is the additional 1 FTE in General Services, also on p. 18 of book?

This is the health & wellness coordinator that is also coming off of a grant. (see page 19 for the detail)

## **Reed Intermediate School**

Please break down classroom instruction the way it was described at the elementary school level. How much total instruction time do Reed cluster teachers give individually per day? Math instruction is 88 minutes per day and reading/ELA is 88 minutes per day; how much science/social studies instruction do students receive daily?

Teachers at Reed work in two-person teams to teach two classes. Each teacher teaches 88 minutes of either reading language arts or math to each class. In other words they teach 88 minutes of reading language arts or math twice. In addition, each teacher then teaches a period of either science or social studies daily. Science and Social Studies units are designed to be 5 weeks. One class is being instructed by one teacher in science for 5 weeks, while the other class is being instructed by the other in social studies for 5 weeks. After 5 weeks, the students switch. This is comparable to instructional minutes at the elementary level.

## **High School**

Why are there a total of 10 clerical/secretarial staff at the high school? Please outline the positions and their support load.

### **Principal Secretary**

The high school executive secretary provides support to the principal, 2 assistant principals, 10 department chairs, 200 faculty and staff members, and over 1300 students. She coordinates the hiring of certified and non-certified employees including job postings, interviews, and staff recommendation.

Prepares budget packages, year to date expenditures, enrollment, and class sizes. Record, and process purchase orders for 6 departments.

Maintains high school social media accounts including Facebook page, Twitter, and Instagram. Responsible for communication and emails to parents, staff, and community via Naviance and Blackboard.

Prepares standardized testing materials, proctor schedules, and student rosters for SAT-NGSS testing.

Prepares and oversees graduation including rentals, field setup up. Responsible for graduation rehearsals, including cap and gowns distribution, books and fines collection, and graduation ceremony.

### **Assistant Principal Secretaries (2)**

The high school assistant principal secretaries provide support to 2 assistant principals, 8 deans, and over 150 faculty members and 1300 students. Maintain accurate records of student attendance and behavior in PowerSchool. Prepare duties and lunch wave schedules. Process referrals and coordinate in and out of school suspensions.

Maintain teacher and student handbooks, clubs and organizations.

Schedule student school pictures and oversee student and staff yearbook pictures and ID photographs. Process student parking applications and maintain data.

Schedule re-entry meetings, in danger of not graduating meetings, 504 meetings as needed.

### **Attendance Secretary**

The attendance secretary records daily student attendance for over 1,300 students including early dismissals (medical appointments, sports) and late arrivals . Records senior privileges, and homebound students.

Keeps track of school related activities such as field trips, college pep visits, and students attending ECA & RCA programs.

### **Main Office Secretary**

The Main Office Secretary fields phone calls and answers students and parents' questions and requests on a daily basis.

Manages and schedules substitutes for over 150 teachers. Records teacher's attendance including sick days, professional days and personal days.

Keeps track of teachers and substitutes coverage for payroll purposes.

Oversees the school calendar and building use including scheduling of auditorium and lecture hall to outside venues.

### **Database Coordinator**

The database coordinator maintains and updates the PowerSchool data including, student grades, teacher gradebooks, and transcripts. Prepares the master schedule, course requests and input data for over 150 teachers.

### **Department Chair Secretary (2)**

The Department chair secretaries support 5 departments and over 75 teachers including Science, World Language, English, Math and the Social Studies departments. Process and maintain all inventories and orders for the department chairs. Coordinate school events including Veterans day ceremonies, department awards, and rotary student of the month.

### **Athletic Director Secretary**

The Athletic Director Secretary provides support to the athletic director, the athletic trainer, and over 70 coaches and 950 student athletes. Maintains and updates Family ID to ensure accurate data including collection of pay to participate dues and annual physicals. Processes all orders for the athletic director and coaches. Schedule buses, officials, staff and security as needed.

## LMC Clerk

The LMC works under the direction of two Library Media Specialists to support over 1300 students in the library media center. Helps maintain a friendly and cooperative atmosphere for students and staff. Assists students and staff in the library including circulation tasks: book check-in/out, overdue notices, processing holds. Maintains a digital and physical inventory of library materials. Assists in processing books including book repair, book covering, book stamping. Processes purchase orders and manages and maintains the budget for the LMC.

## Special Education

What is the reason for the dramatic increase in out of district tuition costs? Is this due to an influx of SPED children? How many identified SPED children did the district have receiving in district education in 2022-2023; How many out of district? Did any placements go to mediation?

There are basically two factors affecting this increase. Inflationary increases in tuition and the number of students that require outside educational facilities. It's important to keep in mind that our budgets are built almost an entire year in advance and special education is an area that can be wildly unpredictable. On top of the out-placements that are budgeted, we also budget for a number of mediated agreements. Some mediated agreements are for a two-year term and others are for anticipated costs.

In the past, out-of-district educational facilities would typically raise their tuition 3%; however, tuition information is provided between July-September of the new school year; therefore, the 3% increase that we account for in our budget is really our best guess. This year, many of these educational facilities increased their tuition costs anywhere from 4-8%, leaving the districts with no recourse since students have been placed there through their IEP's. These facilities are not regulated by the CSDE and can increase their rates exponentially and unexpectedly.

In the current year we had budgeted a total of 40 outplacements; however, we have seen an increase to this number, exceeding our budget by 5 students (at the time the budget was built) and as of today, this increase has risen to 7. The current budget was not adjusted for the increase in students because we do not adjust the budget after 11/30 of the current year; therefore, a good portion of this increase is due to the additional outplaced students. The 2023-24 budget was built to provide for 48 outplaced students. This number includes any placeholders that we may have. There is a concern that our 2023-24 budget may not be enough to cover these growing costs.

In-district identified special education students as of January 24, 2023, was 681 students. In January 2022, the district had 681 identified students.

In the fall of 2022, the district had 1 mediation.

39 Outplaced by district

2 Expelled and placed out

7 attending Magnet or Agricultural Schools

## Curriculum

What is the \$108K increase in textbooks? (Voter commented that 2 year old Latin textbooks were being replaced - is that accurate? If so, why?)

The increase in the textbook lines is substantially the result of the planned implementation of a new reading program in grades K through 4 to meet the requirements of state legislation that such a program be implemented as of July 1, 2023.

Contracted services is up to \$259K from \$115K - what is the reason for that?

There have been no new contracted services added. The majority of this increase is due to programs that were paid for using the funds from last year's operational plan as well as contractual inflationary increase.

## General Support Services

How many secretarial/clerical staff do we have between the Superintendent's office and business office? I'm tallying 9 FTEs - if so, what is the support load for each of these staff members?

Under the superintendent's department there are 2 executive secretaries (one for the superintendent and one for the asst. superintendent) one secretary who supports the director of teaching and learning as well as providing support for our front office and assists with special projects for the superintendent. The 4th position is the HR coordinator who handles all of the paperwork for new hires and terminations, enters them into our system and provides support for the director of human resource.

The business office has one lead payroll coordinator and one assistant payroll personnel who process over 800 paychecks for employees. The assistant payroll position also provides backup for accounts payable and benefits. Both payroll positions also handle all of our payroll taxes, TRB and retirement payments, pay adjustments for employees on leave, worker's comp, etc.

We also have one accounts payable coordinator who handles all of the payables for the district and one benefits coordinator who handles all of the benefits for our employees. There is also one executive secretary who supports the director of business.

## BOE Budget Questions (set 3)

Is there a spreadsheet of all current grants, sunset dates, positions funded, and amount funded that you can provide us with? [See Below for list of grants. This information is also found on page 195-197 of the budget book.](#)

The positions that are currently funded by grants are found in your budget book on page 19 (under previously grant funded positions)

What is the plan for funds in the non-lapsing fund balance?

Currently the non lapsing fund is earmarked for the refurbishment of one chiller at Reed School. This cost effective measure will allow the chiller to be replaced at a fraction of the cost of a new one.

We also have \$83,377 reserved for Special Education but anticipate that additional funding from this account may be necessary for our upcoming budget year. Over the past five years, the number of Connecticut public school students requiring some form of special education services has increased by 19.5 percent or more than 13,300 students — all while the state's total public school population has decreased by 15,700 students (2.9 percent).

The individual learning needs of these students are wide-ranging and unique. Their diagnoses vary from autism to speech and language disabilities to learning and intellectual disabilities.

As a result of these wide-ranging needs, the resources required to support these students with the special education services they need and deserve vary significantly, and often pose difficult planning and financial questions for Connecticut's public school districts and municipalities. This difficulty is compounded by the fact that Connecticut is one of only four states with no system for funding its special education students, which has created unpredictable special education costs for local school districts.

These unpredictable special education costs can wreak havoc on local budgets and force districts to dip into general education funds, or hinder their abilities to provide special education students with the resources they need. This experience is true for districts and communities whether they're big or small, urban or rural, lower-income or more affluent.

This unpredictability is particularly challenging for districts educating students with extraordinary special education needs. While students with extraordinary special education needs represent a small segment of Connecticut's public school population (roughly 0.8 percent), supporting these students with the services they need and deserve frequently results in high and volatile costs for towns and school districts and adds even greater unpredictability to district and municipal budget planning.

What are the discretionary budget drivers? How much did they increase in the proposed budget?

When we looked at our budget drivers we wanted to draw the distinction between costs that were based on contractual obligations, special education and unfunded mandates. These costs are non-negotiable under federal, state and local union laws. The cost of these items totaled \$3,276,378 or 3.99% of our 4.70% request.

When we add the cost of our building projects and technology devices (\$457,000 + \$292,262) our total budget amounts to \$4,025,640 which is actually over our request. The

costs to maintain our buildings is very important, as are the costs to keep up with our educational technology platforms for students.

In order to support our “non-discretionary” costs combined with the costs of building projects (these projects are necessary and in some cases they are to address safety concerns for our staff and students) and technology devices, we actually had to reduce some of our costs associated with professional services, professional educational services, rentals, contracted services and supplies.

It’s important to keep in mind that for the past several years, the town has been funding the BoE’s request for building projects and technology equipment; thus removing these costs from our budget. While helpful, this does increase our request in the following year.

Does the Reading Mandate cost of \$194,000 include materials, training, ongoing support? Is it digital? Do materials/subscriptions have an ongoing cost?

The \$194,000 is an estimated cost for K-4 classroom and student materials. The cost includes trade books, workbooks, assessment materials, teachers manuals and also includes a digital component that can be used to complement traditional instruction. There will be some annual costs associated with consumable materials such as workbooks.

Health and Wellness Coordinator--What is the rationale for keeping this position? Qualifications? Does this position directly impact students? How?

She develops and oversees wellness programs and initiatives, creates and rolls out health-based activities and responds when necessary to health crises. They are active in developing nutrition and physical activity programs. As much as subject-matter educators shape a child’s mind, a school wellness coordinator shapes a child’s health and wellness and teaches them how to make healthy lifestyle choices. School wellness coordinators set a school or school district’s wellness policy, champion wellness programs and the importance of physical education, and coordinate school- or district-wide health initiatives. She collaborates with health-oriented community agencies and organizations, to ensure the district is implementing best practices in health and safety. She works with the school nurses to develop preventive health programs, such as nutrition, vaccination or fitness plans.

This position is critical, especially in the post-COVID environment that our staff and students are experiencing. The Mental Health and Wellness Coordinator role is designed to implement a layered continuum of social, emotional, behavioral, and mental health within a prevention-based framework, including but not limited to, promotion of positive behavior, social-emotional learning, effective behavior intervention, and student and staff wellbeing.

The Student Mental Health and Wellness Coordinator will execute:

- preventative social-emotional education
- integrated social-emotional learning
- support school and staff through training in social, emotional, behavioral, and mental wellness

Please explain: this was a voter comment and asked for further explanation

BOE getting rid of a two-year-old textbook, and the true need behind purchasing a revised Latin textbook. Latin books were last purchased in 2015 and 2017, They were purchased through Pearson Copyright 2009.

Could the superintendent's proposed budget, that was then amended by the BOE, be feasible with the paraprofessional adjustments that he proposed and not sacrifice any educational benefits to students.

Although it may be feasible, we need to remember that there was a cut in the .8 FTE Project Challenge certified staff because the district is shifting elementary enrichment programming from dedicated classroom teachers to the media specialists. Because the 23-24 school year will be the first year that this is implemented, there was concern from both the Board of Education and the community that this would be detrimental to both the Library Media Center programs and the Project Challenge programs. A decision was made by the Board of Education to reinstate these positions.

Is there any projection of when Newtown High School would obtain Blue Ribbon status or is it necessary

Annually, the U.S. Department of Education identifies National Blue Ribbon Schools based on nominations from state education agencies. Since 1982, more than 8,500 public and private schools have earned this distinction. The National Blue Ribbon School award is bestowed on schools demonstrating strong overall academic performance of schools making notable progress in closing achievement gaps.

The Connecticut State Department of Education uses results from its Next Generation Accountability System to select schools eligible to be nominated for the National Blue Ribbon award. All nominated schools are also Connecticut Schools of Distinction. Exemplary High Performing Schools" are identified from the top 10 percent of schools based on the Accountability Index. "Exemplary Achievement Gap Closing Schools" are schools in the top 10 percent of schools based on the academic growth of students with high needs. Newtown Public Schools has taken the first step in returning back to Blue Ribbon Status by engaging in creating a new strategic plan. A strategic plan is a crucial step to ensure our district vision is inspiring and actionable. The strategic planning process is dynamic, responsive, and focused on changes that are successful, sustainable and scalable. In essence, strategic planning is the process of setting goals, deciding on actions to achieve those goals, and mobilizing the resources needed to take those actions. A strategic plan describes how goals will be achieved through the use of available resources. Currently, our projection would be to improve our student outcomes so that our High School and other district schools would be considered for Blue Ribbon status. We have already taken the first steps in achieving that goal.



What is the driver was for contracted services - as it goes from 887 K to 1007 K.

Our 2022-23 budget for contracted services was \$886,545 and the 2022-23 “current budget” was \$1,016,745. This was a transfer request in the current year. \$110,200 was for the longevity/retention bonuses that our board approved for bus drivers as a way to retain our current drivers. Due to the national bus driver shortage, many districts were scrambling for drivers as we were all pulling from a shallow pool. And at the beginning of the school year, there was a lot of movement as drivers were being enticed by other districts to leave Newtown. This method did work for us and we were able to even pull back a few drivers that had left our district. The remaining \$20,000 was a transfer request to cover the consulting costs for our district’s strategic plan.

It is realized that there are assumptions on costs and number of special need students – but, could the BOE elaborate on the Tuition - out of district.

And previously asked, elaboration as to the schedule / sunset date of the current grants, with any comprehensive summary

#### Grants and Support Impacting the 2023-24 School Year

Funder	Need to be Addressed	Award Value	Date Awarded/Expected
<b>Entitlement Grants (Awarded Annually)</b>			
CSDE IDEA 611/619	Providing academic support and services to individuals with disabilities	Anticipated increase to \$944,000	Anticipated October 2023
CSDE Title I	Assistance for children from low-income families	Anticipated \$170,000	Anticipated October 2023
CSDE Title II	Supporting Effective Instruction	Anticipated \$10,700	Anticipated October 2023
CSDE Title III	Instruction for ELL to improve language efficiency and academic achievement	Anticipated \$5,800	Anticipated January 2024
CSDE Title IV	Social and Emotional Learning and other needs - primarily at Middle Gate School	Anticipated \$12,000	Anticipated November 2023
CSDE Perkins Entitlement	Career and Technical Education learning opportunities	Anticipated \$41,000	Anticipated November 2023
<b>Competitive Grants</b>			
VOCA Grant/CT Office of Victims Services	12/14 Recovery Support (NHS Social Worker and District Family Assistance Coordinator)	\$71,815 anticipated; 2 <sup>nd</sup> year of 2 years; final year of funding	Expected June 2023



CT DOA	Hawley HVAC <b>Funds up to 50% of project, after federal funding is backed out</b>	Potential \$2.9 M	Potential Spring 2023
NRWIB/CYEP	Summer work experience opportunities	Anticipated \$31,455	Anticipated June 2023
NRWIB/CYEP	Year-round work experience opportunities	Anticipated ~ \$25,000	Anticipated June 2023
CSDE Perkins Supplemental Enhancement	Career and Technical Education learning opportunities	Potential ~ \$40,000	Potential June 2023
<b>Other Support / Income Sources</b>			
Child Health and Development Institute (CHDI) CBITS Payment	Trauma/Mental Health Support and Student Support	TBD based on historical data. Est. \$10,000	Due Summer 2023
Anonymous donor	Backpack program for students who are food insecure	Est. value \$20,000 - \$26,000	Ongoing Support

**Grants and Support Impacting the 2022-23 School Year to Date**

<b>Funder</b>	<b>Need To Be Addressed</b>	<b>Award Value 22/23</b>	<b>Date/Total Awarded</b>
<b>Entitlement Grants</b>			
CSDE IDEA 611/619	Providing academic support and services to individuals with disabilities	\$943,414	October 2022 \$943,414
CSDE IDEA 611/619 Carry Over	Providing academic support and services to individuals with disabilities	\$15,137	July 2021 \$911,772
CSDE Title I 2022-2023	Assistance for children from low-income families	\$169,594	October 2022 \$169,594
CSDE Title II 2022-2023	Supporting Effective Instruction	\$10,692	October 2022 \$10,692
CSDE Title III 2022-2023 (Consortium)	Instruction for ELL to improve language efficiency and academic achievement	\$5,753	January 2023 \$5,753
CSDE Title IV Student Support and Academic Enrichment 2022-2023	Social and Emotional Learning and other needs - primarily at Middle Gate School	\$11,670	December 2022 \$11,670
CSDE Title IV Student Support and Academic Enrichment 2021-2022 (Carry Over)	Social and Emotional Learning and other needs at Middle Gate School	\$3,300	February 2022 \$11,260

CSDE Perkins Entitlement	Career and Technical Education learning opportunities	\$40,851	November 2022 \$40,851
Esser II, including State set aside (Final Year)	Covid Recovery	\$51,797	January 2021 (Set aside May 2021) \$625,532
Esser III (ARP) (Year 3 of 4)	Covid Recovery	\$518,085	July 2020 \$1.2M
CSDE ARP IDEA 619 (Final Year)	Covid Recovery	\$15,271	December 2021 \$18,502
CSDE ARP IDEA 611 (Final Year)	Covid Recovery	\$182,727	December 2021 \$195,092
CSDE SPED Recovery Activities/Sp. Population \$25K Recovery / Dyslexia (Final Year)	Covid Recovery	\$108,838	December 2021 \$124,500
<b>Competitive Grants</b>			
NoVo Foundation Grant - No Cost Extension of existing grant	K-12 Social and Emotional Learning and 12/14 Recovery Support	\$367,014	June 2017 \$750,000
VOCA Grant/CT Office of Victims Services	12/14 Recovery Support (NHS Social Worker and District Family Assistance Coordinator)	\$71,815 anticipated; 2 <sup>nd</sup> year of 2 years; final year of funding	Expected June 2023 \$71,815
CSDE Perkins Supplemental Enhancement	Career and Technical Education learning opportunities	\$48,734	June 2022 (Spend by September 2022)
NRWIB/CYEP	Summer work experience opportunities	\$31,455	June 2023 \$31,455
NEF (Teacher Submission)	NHS Greenery - Irrigation Upgrade Phase I	\$2,500	December 2022 \$2,500
USDA	NHS Greenery - Irrigation Upgrade Phase II <b>Requires 25% match, met through NEF award and in-kind</b>	Potential \$10,213	Potential Spring 2023 \$10,213
AFT Reclaim Our Future (Teacher Submission)	NHS Greenery – upgrades for greenhouse	Potential \$21,814	Potential Spring 2023 \$21,814
<b>Other Support / Income Sources</b>			

Child Health and Development Institute (CHDI) CBITS Payment	Trauma/Mental Health Support and Student Support	TBD based on historical data. Est. \$10,000	Due Summer 2023 \$10,000
Anonymous donor	Backpack program for students who are food insecure	Est. value \$26,000	Ongoing Support \$26,000

#### 2022/2023 Pending Grants

Funder	Need To Be Addressed	Value	Date of Submission
<b>Competitive</b>			
PURA Pegpetia	Technology/Communications	Anticipated ~\$28K	February 2023
CSDE Perkins Supplemental Enhancement	Career and Technical Education	Anticipated ~\$40K	May 2023

Are we offering competitive pay for paras and substitute positions? What is a substitute per diem rate? **Our para wages are competitive. Our current substitute per diem is \$100**

When teachers cover a substitute position do they get paid more than a per diem? If so, why?

**When a teacher teaches additional class/students as a result of the unavailability of a sub, they are compensated \$50/period at RIS, NMS and NHS or \$50/hour at elementary schools.**

How much prep time does a K-4 teacher get? How about a Reed teacher? Middle school teacher? High school teacher?

**By contract, all teachers have an average of 1 prep period/day over a 5 day period**

Are there opportunities for those preps to be used for work that we currently outsource to paras or other staff?

**Prep periods are to be used for teachers to engage in professional activities related to their primary teaching responsibilities.**

**TOWN OF NEWTOWN**  
**2023 - 2024 BUDGET - BOARD OF FINANCE RECOMMENDED ADJUSTMENTS**

**MEETING DATE: 03/01/2023**

<b><u>FUNCTION / DEPARTMENT / ACCOUNT</u></b>	<b><u>2023-2024 BUDGET BOS / BOE PROPOSED</u></b>	<b><u>BOARD OF FINANCE ADJUSTMENTS</u></b>	<b><u>2023-2024 BUDGET BOARD OF FINANCE RECOMMENDED</u></b>	<b><u>COMMENTS</u></b>
<b><u>PUBLIC WORKS</u></b>				
<b><u>HIGHWAY</u></b>				
Energy - Gasoline/Diesel	422,400	(28,000)	394,400	New contract resulted in savings from original amount estimated.
<b><u>PUBLIC BUILDING MAINTENANCE</u></b>				
Energy - Oil/Natural Gas	172,000	(4,950)	167,050	
<b><u>OTHER FINANCING SOURCES</u></b>				
<b><u>TRANSFER OUT TO OTHER FUNDS</u></b>				
Transfer out to Medical Self-Insurance Fund	-	96,150	96,150	Increase of 9% recommended by the Employee Medical Benefits Board.
<b><u>RESERVE FOR CAPITAL &amp; NON-RECURRING</u></b>				
Transfer out to Capital & non-Recurring	600,680	900,000	1,500,680	Adhering to the fund balance policy amount brings fund balance to 12%.
<b><u>BOARD OF EDUCATION</u></b>				
<b><u>EDUCATION</u></b>				
Education Line Item	85,990,974	(506,323)	85,484,651	Justification for line item reduction: Increase by \$259,260 for medical self-insurance fund. Decrease by \$185,000 - Bldg & site projects (Hawley sound system; Reed stage lighting; Reed stage curtains) Decrease by \$546,000. Building & site projects & IT capital to be funded by the capital & non-recurring fund. Decrease by \$34,583 due to heating fuel and diesel savings.
<b>TOTAL BOARD OF FINANCE</b>	<b>132,839,621</b>	<b>456,877</b>	<b>133,296,498</b>	
<b><u>REVENUES</u></b>				
<b><u>INTERGOVERNMENTAL REVENUES</u></b>				
Various Line Items	7,685,397	280,234	7,965,631	To reflect the Governors budget.
<b><u>OTHER FINANCING SOURCES</u></b>				
Use of Fund Balance	600,680	900,000	1,500,680	Adhering to the fund balance policy amount brings fund balance to 12%.