

**Finance Subcommittee Meeting
Wednesday, February 15, 2012 5:30 PM
Central Services**

I. January Statement of Accounts

Attachments:

January Statement of Accounts

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II. Bus Management 5-Year Contract Review

Attachments:

5-Year Bus Management Contract

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III. Indoor Air Quality Report

IV. Other

GRANBY PUBLIC SCHOOLS
FY 2011-12 FINANCIAL STATEMENT OF ACCOUNTS JANUARY 31, 2012
FOR PERIOD JULY 1, 2011 - JANUARY 31, 2012

Description	<u>Original Budget</u>	<u>Net Budget Transfers</u>	<u>Revised Budget</u>	<u>Expended</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Enc/ Exp</u>	<u>Forecast</u>
Certified Salaries:								
Administration	1,573,852	-	1,573,852	934,769	642,654	(3,571)	100.2%	(3,571)
Regular Education	9,785,808	-	9,785,808	4,488,807	5,282,001	15,000	99.8%	15,000
Special Education	<u>1,285,028</u>	-	<u>1,285,028</u>	<u>601,282</u>	<u>683,746</u>	-	<u>100.0%</u>	
Total	12,644,688	-	12,644,688	6,024,858	6,608,401	11,429	99.9%	
Substitute/Tutor/Support Salaries								
Substitutes	152,000	-	152,000	69,715	-	82,285	45.9%	
Sped Support (Speech, O.T. & P.T.)	262,988	-	262,988	138,503	127,443	(2,958)	101.1%	(2,958)
Tech Support	180,981	-	180,981	110,595	70,386	-	100.0%	
Tutors - Regular Education	157,411	-	157,411	74,261	74,158	8,992	94.3%	
Tutors - Special Education	<u>190,233</u>	-	<u>190,233</u>	<u>88,184</u>	<u>71,524</u>	<u>30,525</u>	<u>84.0%</u>	5,000
Total	943,613	-	943,613	481,258	343,511	118,844	87.4%	
Teaching Assistant Salaries:								
Regular Education	456,601	-	456,601	206,732	216,290	33,579	92.6%	15,000
Special Education	<u>910,337</u>	-	<u>910,337</u>	<u>431,658</u>	<u>458,600</u>	<u>20,079</u>	<u>97.8%</u>	5,000
Total	1,366,938	-	1,366,938	638,390	674,890	53,658	96.1%	
School Secretaries' Salaries	555,263	(41,177)	514,086	295,460	218,626	-	100.0%	
Central Office Salaries	347,764	41,177	388,941	201,470	187,471	-	100.0%	
Custodial & Maintenance Salaries	1,253,595	-	1,253,595	721,845	490,638	41,112	96.7%	13,000
Purchased Services:								
Instructional	212,952	-	212,952	59,920	78,028	75,004	64.8%	33,000
Administration	404,049	-	404,049	219,530	158,816	25,703	93.6%	
Maintenance	<u>86,115</u>	-	<u>86,115</u>	<u>35,563</u>	<u>43,729</u>	<u>6,823</u>	<u>92.1%</u>	
Total	703,116	-	703,116	315,013	280,573	107,530	84.7%	
Legal Services	65,000	-	65,000	10,271	19,889	34,840	46.4%	25,000

GRANBY PUBLIC SCHOOLS
FY 2011-12 FINANCIAL STATEMENT OF ACCOUNTS JANUARY 31, 2012
FOR PERIOD JULY 1, 2011 - JANUARY 31, 2012

	<u>Original Budget</u>	<u>Net Budget Transfers</u>	<u>Revised Budget</u>	<u>Expended</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Enc/ Exp</u>	<u>Forecast</u>
Repairs & Maintenance:								
Instructional	87,050	-	87,050	35,965	19,150	31,935	63.3%	
Administration	8,500	-	8,500	499	-	8,001	5.9%	
Maintenance	245,710	-	245,710	227,761	62,076	(44,127)	118.0%	(65,000)
Total	341,260	-	341,260	264,225	81,226	(4,191)	101.2%	
Transportation:								
Regular Education	783,341	-	783,341	479,009	275,202	29,130	96.3%	
Special Education	383,198	-	383,198	198,191	277,838	(92,831)	124.2%	(92,831)
Vocational-Tech	48,125	-	48,125	22,391	25,734	-	100.0%	
Total	1,214,664	-	1,214,664	699,591	578,774	(81,177)	106.7%	
Insurance - Property & Liability	71,508	-	71,508	52,960	18,548	-	100.0%	-
Communications	90,107	-	90,107	47,948	30,329	11,830	86.9%	-
Tuition:								
Vocational	63,936	-	63,936	-	71,928	(7,992)	112.5%	(7,992)
Special Education	729,728	-	729,728	303,910	453,284	(27,466)	103.8%	(27,466)
Adult Education	9,000	-	9,000	-	9,000	-	100.0%	
Total	802,664	-	802,664	303,910	534,212	(13,497)	101.7%	
Conference & Travel Expense	56,425	-	56,425	29,097	8,127	19,201	66.0%	
General Supplies:								
Regular Education	287,180	-	287,180	210,993	56,796	19,391	93.2%	-
Special Education	26,300	-	26,300	14,501	3,763	8,036	69.4%	-
Administration	81,369	-	81,369	34,507	29,415	17,447	78.6%	-
Maintenance	142,700	-	142,700	93,672	22,384	26,644	81.3%	-
Total	537,549	-	537,549	353,673	112,358	71,518	86.7%	
Electricity	584,044	-	584,044	281,816	231,228	71,000	87.8%	71,000
Fuel	318,952	-	318,952	136,182	132,770	50,000	84.3%	50,000

GRANBY PUBLIC SCHOOLS
FY 2011-12 FINANCIAL STATEMENT OF ACCOUNTS JANUARY 31, 2012
FOR PERIOD JULY 1, 2011 - JANUARY 31, 2012

	<u>Original Budget</u>	<u>Net Budget Transfers</u>	<u>Revised Budget</u>	<u>Expended</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Enc/ Exp</u>	<u>Forecast</u>
Textbooks/Workbooks	170,679	-	170,679	102,075	3,192	65,412	61.7%	-
Library/Media Center	53,330	-	53,330	34,687	10,501	8,142	84.7%	-
Software	151,254	-	151,254	70,002	57,260	23,992	84.1%	-
Dues & Fees	38,722	-	38,722	36,274	279	2,169	94.4%	-
Replacement Equipment:								
Instructional	4,000	-	4,000	-	-	4,000	0.0%	
Administration	2,500	-	2,500	-	-	2,500	0.0%	
Maintenance	4,000	-	4,000	9,991	-	(5,991)	249.8%	(5,991)
Total	<u>10,500</u>	-	<u>10,500</u>	<u>9,991</u>	<u>-</u>	<u>509</u>	<u>95.2%</u>	
New Equipment:								
Instructional	-	-	-	-	2,847	(2,847)		(2,847)
Administration	-	-	-	1,861	-	(1,861)		(1,861)
Maintenance	-	-	-	1,130	-	(1,130)		(1,130)
Total	<u>-</u>	-	<u>-</u>	<u>2,991</u>	<u>2,847</u>	<u>(5,838)</u>		
Student Activities	575,345	-	575,345	205,221	207,297	162,827	71.7%	(8,400)
Employee Benefits	4,086,021	-	4,086,021	1,969,092	2,056,034	60,895	98.5%	57,000
Total Budget	26,983,001	-	26,983,001	13,288,300	12,888,981	805,720	97.0%	68,953

APPENDIX A

PUPIL TRANSPORTATION CONTRACT

Between

THE GRANBY BOARD OF EDUCATION

and

???, Inc.

This Agreement, made this _____ day of _____, 2012, by and between the BOARD OF EDUCATION of the Town of Granby, Connecticut (hereinafter called "Board") and ???, Inc.(hereinafter called "Contractor").

WITNESSETH

Whereas, the Contractor bid, upon terms and conditions hereinafter stated, on this five (5) year Agreement to furnish labor and maintenance services for student bus transportation to and from the Granby Public Schools as well as for field trips, activities, and athletic events (see Attachment A) as requested by the Board or its agents for a term beginning July 1, 2012 and ending June 30, 2017.

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

1. The Contractor agrees to transport students to such schools as shall be required by the Board. The responsibility for establishing routes, stops, and bus schedules resides with the Board, unless the Board gives six months notice of their intent to have the Contractor assume this role. In that case, the Contractor would have these routing responsibilities and be paid an additional sum per Contractor's bid submittal. Driving instructions for each route will be supplied by the Contractor, and the Contractor agrees to test drive each route 30 days prior to the opening of school to test route timing reasonableness and identify safety concerns. The parties agree that the routes may be revised with reasonable notice by the Board or its agent. Final decisions about routes and bus stops will remain with the Board, regardless of responsibility for establishing routes, stops, and bus schedules. The Board retains the right to cancel school in its sole judgment for whatever reason and, in any other manner, change or adjust the school calendar and bell times.

The Board may redistrict or restructure to accommodate growth in the student population. This may result in grades being transferred to different schools and/or different geographical areas served by particular schools and/or changes in start and end of day times and/or change from a two tier bussing model to three tiers. Whatever form such redistricting or restructuring may take, it may mean substantial changes in transportation

routes and schedules. The decision to redistrict or restructure remains solely with the Board, and the Contractor agrees to meet the Board's requirements over the remaining term of this agreement.

In the event of grades being transferred to different schools or the introduction of a third bus tier, the parties agree to determine, if any, the changes in labor, fuel, and maintenance costs caused by such changes and adjust the daily rates for same. The claimed changed costs must be directly attributable to changes in driver hours and/or fleet mileage, in both cases compared to the same size fleet totals for the prior school year. Contractor agrees to give the Board access to Contractor's accounting and business records for the purpose of substantiating the changed costs.

In the event the parties are unable to agree on the changed costs calculation, they shall submit the dispute to a mutually agreeable arbitrator whose cost shall be borne equally. Following an arbitrator's ruling, either party shall have the right, for ninety days from the date of the arbitrator's ruling, to cancel the remaining term of this agreement with six month's notice

2. During the term of this Agreement, the Contractor will:

- a. Ensure all drivers meet and comply with the rules, regulations, and other requirements of all federal, state, and local agencies, including but not limited to the State of Connecticut Department of Motor Vehicles. Upon request, the Contractor will provide the Board with evidence of such compliance.

On or before August 21st of each year, the Contractor agrees to furnish to the Board, for each driver:

- 1) a Connecticut Department of Motor Vehicles Records Request
 - 2) Bus route assignment
 - 3) Certificate of a physical examination completed within the two months prior to school opening by a licensed physician for new drivers, and per state and federal regulations for returning drivers. Contractor shall comply with all state and federal regulations regarding criminal background checks and drug and alcohol testing for school bus drivers and shall provide the Superintendent with satisfactory evidence of compliance.
- b. Permit no person to operate said buses except the drivers or substitute drivers on a Board approved list, such list to be submitted to the Board at least two weeks prior to the opening of each school year. No student in the Granby Public Schools shall be employed as a school bus driver. The Board may require the immediate replacement of any driver assigned to operate buses pursuant to this Agreement. The Contractor will be responsible for providing substitute drivers, sufficient in number, who have the requisite knowledge, training, and experience to operate said buses pursuant to the Agreement. The Contractor shall provide substitute

drivers sufficient training and documentation to ensure routes are known and only authorized stops are made.

- c. Comply and cause each driver and substitute driver to comply with all statutory and regulatory provisions of state and federal law regarding the operation of school buses, the transportation policies of the Board, and related administrative rules and regulations. Such transportation policies, rules, and regulations may be modified by the Board and all such modifications shall be binding upon the Contractor, upon its receipt thereof. The Contractor agrees to provide drivers who are duly licensed and competent drivers and who have a valid driver's license as a Public Service Bus Operator in the State of Connecticut and are familiar with and observe the requirements and regulations of the State Department of Motor Vehicles for School Bus Operators, the rules and regulations of the State department of Education, and the Board which apply to the operation of school buses and the transportation of school children.

In addition to the above laws and regulations, each driver shall be instructed in the following rules:

1. No operator will allow children to leave the bus except at scheduled and authorized stops unless otherwise directed.
 2. Drivers are to remain on the bus at all times when children are aboard, unless relieved by authorized personnel.
 3. Drivers are responsible for limiting passengers to those eligible to ride and shall not operate a bus in excess of rated capacity.
 4. The driver is responsible for keeping all children seated while the bus is in motion, and that buses are fully stopped before discharging or picking up students. Buses are not to be backed up in schoolyards unless an adult employed by the Board is behind the bus and directing the driver.
 5. The bus operator is to enforce reasonable rules as outlined by school authorities, reporting on the Student Discipline Form to the Principal names and circumstances of children who misbehave and cannot be managed by the driver.
 6. Buses are not to be operated at excessive speed and must be driven safely and prudently at all times.
- d. Verbally report immediately to the Superintendent of schools any accident, injury or damage involving pupil transportation. A detailed written report must be submitted to the Superintendent of Schools as soon thereafter as possible and not later than five (5) business days after the date of such accident.
 - e. Maintain all buses in a condition of cleanliness, mechanical order, and safety, meeting the reasonable requirements of the Board, the State of Connecticut, including the State Board of Education and the Connecticut State Department of Motor Vehicles, the Federal Government, and all applicable federal and state statutes, rules, and regulations, as amended from time to time. In addition to the foregoing, all buses shall have non-metallic portions of brake lines replaced

before entering their eighth year of service. Unless the Board agrees otherwise, all buses used in this Agreement must be parked overnight on a Contractor owned or leased lot in the Town of Granby. The buses and any and all records concerning such buses shall be subject to inspection by the Board at such times and locations and in such manner and by such qualified persons as the Board may designate. Subsequent to any inspection, the Board may require that necessary repairs be made at the Contractor's expense. In the event of engine, transmission, and/or differential replacements for any Board owned bus manufactured more than 10 years prior to the mechanical failure, either the bus will be removed from the fleet or the Contractor will be compensated for the expense to repair the units.

- f. Provide a full time manager in an office located in Granby to maintain district safety rules and regulations, ensure proper communications, and the completion of mechanical work. Unless the Board agrees otherwise, the manager must be located in an office within the Town of Granby and be supplied with high speed internet access to communicate with the Board. If the current bus yard will be used during contract period, the Contractor must invest a minimum of \$4,000 in fresh interior paint, a new rug, and new furniture. The Contractor must submit an applicant's name to the Board 10 days prior to appointing a new manager. The Board has the right to refuse to accept the Contractor's choice for a manager and the right to require the removal of any such supervisory employee during the contract period.
- g. The Contractor will ensure a program of maintenance and inspection and will maintain an appropriately dated log denoting all repairs made to the vehicles. Said log, or at Board request, copies of such log, will be made available to the Board or its agent upon request. All such records will be returned to the Board upon termination of this Agreement. The Contractor will supply accurate mileage logs to the Board for all buses in the fleet at the end of each month.
- h. Purchase Worker's Compensation insurance for its employees in accordance with statutory requirements of the State of Connecticut.
- i. At Contractor cost, maintain in force a policy of insurance covering all and any liability and/or property damage arising from the operation, maintenance, and use of any Contractor owned vehicles under this Agreement, naming, by policy endorsement, the Granby Board of Education and the Town of Granby as additional insureds. Copies of the policy, a certificate of insurance and the policy endorsements will be supplied to the Board prior to the commencement of each school year. Said policy must be provided by a company authorized to issue school transportation insurance in Connecticut and rated by the A.M. Best rating agencies of "A-" quality or better. The insurer will be required to provide 15 days written notice to the certificate holder should there be a cancellation or material modification of any policy used to meet these insurance requirements, and must so note on any certificate provided to the Board. The Board will name the

Contractor as additional named insureds on their policy covering Board owned buses.

Minimum policy limits shall be \$6,000,000 (six million dollars) per occurrence for general and automobile liability and bodily injury and \$5,000,000 (five million dollars) for property damage. The \$6,000,000 liability cover may include “excess limits” or umbrella coverage.

- j. Accurately account for all bus fuel used. Bus fuel for all regular daily bus runs, Special Ed runs, and Athletic, Field and Student Activity Trips will be purchased by the school district, but the first \$1.25 per gallon cost will be deducted from monthly payments to the Contractor. The Contractor shall assume full responsibility for fuel storage. The bus Contractor shall comply with all laws applicable to the maintenance of fuel storage tanks, ancillary pumping equipment, and the storage and pumping of the fuel and shall indemnify and hold the Board harmless from any and all liabilities and claims arising from the installation, maintenance, operation or other use of such fuel storage tanks and ancillary pumping equipment, or from the storage of fuel.
- k. Ensure all vehicles will be adequately heated.
- l. Operate all routes on schedule. If the Contractor fails to make any run or trip in accordance with the approved schedule because of failure of equipment or personnel, the BOARD may deduct from the monthly invoice a sum equal to double the payment due for the service not provided. Failure to make a trip shall include late arrivals. “Late” shall mean not at the school, AM or PM, by bell time on the first tier for 2 tier runs, or on the second tier for second tier only runs except during inclement weather or when the delay is due to circumstances beyond the Contractor’s control. The Board will not invoke this penalty clause for late arrivals until the Contractor has been notified in writing in advance of the Board’s intention of doing so due to repeated late arrivals.
- m. Furnish, install, and maintain a narrow band two-way radio on each bus and a base unit. All buses and base radio must work on the same frequency. Contractor shall ensure the local office is staffed with personnel capable of receiving and transmitting radio communications to and from the bus fleet at all times any bus is in service with students on board.
- n. May pursue restitution from parents or legal guardians for damages caused by their children.
- o. Maintain an ongoing bus safety program and will submit a written report to the Board before the start of each school year documenting bus driver education plans for the year.

- p. Require that all drivers participate once a year, if so requested by the Board, in a two-hour maximum workshop organized and conducted by the Board staff. All costs of attending the workshop are to be paid by the Board.
- 2. During the term of this Agreement, the Board may determine that a change in the number of vehicles in the fleet is appropriate. The Board may decide to acquire the bus or buses in its name or require the Contractor to supply additional buses.
- 3. In addition to those full size buses required for regularly scheduled daily in town runs, three full size buses will be available for Student Activity, Athletic, and Field Trips use and as spares during the life of the Agreement. As we occasionally require up to 5 buses to meet sports, activities, and trip requirements, any additional bus requirements for these needs must be met from the Contractor's resources.
- 4. The Contractor, at Board request, will be required to supply up to 5 full size buses to meet the fleet size described above for regularly scheduled daily runs plus three full size buses each year. The Contractor will be compensated for supplying these buses by an annual payment for each bus required equal to the difference between the daily rates below for Contractor owned vs. BOE owned buses times 180 days. None of these five buses may be older than 8 years.
- 5. The following payment rates are per REGULARLY SCHEDULED BUS per day, excluding Student Activity, Athletic and Field trips, for the five- (5) year term of the Agreement. The cost of the six existing Kindergarten mid-day runs are included below and will not be billed separately. Additional mid day Kindergarten runs will be billed at the hourly rate used for Athletic and Field Trips in Attachment A. Discontinuance of mid day Kindergarten runs will result in a reduction of the daily rates listed below of \$X.xx per day (amount determined per your bid response).

A REGULARLY SCHEDULED BUS does two tiers per day. Any out of town run that can return in time to run a second tier will not be billed extra as a result of going out of town.

A REGULARLY SCHEDULED BUS run of less than 2 tiers, such as a single tier only, or an AM or PM only run will receive payment at 65% of the following daily rates.

Regularly scheduled Special Education runs awarded to the Contractor using a Type I or Type II bus to the Hartford/West Harford/Avon area consisting of one AM, and one PM run will be billed at the below daily rates.

4a. Daily rate for BOE Owned vehicles

2012-2013	
2013-2014	
2014-2015	
2015-2016	

2016-2017	
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The following rates will apply for Contractor Owned vehicles per regularly scheduled bus per day:

4b. Daily rate for Contractor Owned vehicles

2012-2013	
2013-2014	
2014-2015	
2015-2016	
2016-2017	

Board owned buses will be for the sole use of the Board.

Student Activity, Athletic and Field Trips will be priced according to Attachment A.

Payment to the Contractor shall be made in ten (10) equal monthly installments commencing September 15th of each year.

6. Prior to June 1, 2012, Contractor will inspect all Board owned buses and relevant maintenance records kept by M&J Bus, Inc. in order to determine whether required ongoing maintenance on these buses is current. Any deficiencies Contractor believes Board is responsible for correcting are to be brought to the attention of the Board prior to June 1, 2012.
7. This Agreement may not be assigned, sublet, transferred, or otherwise disposed by the Contractor without prior written approval of the Board. In the event there is any material change in the ownership of the Contractor, unless the Board, by specific resolution, approves the change of ownership interest, the Board shall have the option to terminate this Agreement without damages being due to either party.
8. If, during the term of this Agreement, increased costs cause the Contractor to operate the Granby business at a fiscal loss without including shared corporate service costs, owner salaries, and corporate overhead in that determination, this Agreement can be terminated by the Contractor with one year's notice to the Board. The Board shall have access to the Contractors accounting and business records to confirm the Granby operation is operating at a loss.
9. Any act of the Board required or permitted by the provisions of this Agreement may be made on behalf of the Board by its Chairman, the Superintendent of Schools, or any other person designated by the Board.

10. Failure of the Contractor to perform any obligations imposed upon it by this Agreement shall constitute a breach of the entire Agreement and, in such event, the Board may notify Contractor of such breach and, if such breach is not cured within 5 days may, upon five (5) days written notice to the Contractor, cancel the entire Agreement or any portion thereof. In addition, the Board may terminate the Agreement immediately if:

a. Contractor fails to comply with all provisions of the Federal laws and the laws of the State of Connecticut regarding the operation of, and equipping of, school transportation vehicles; with all requirements issued in writing by the Commissioner of Motor Vehicles or with all requirements of the State Board of Education and the Granby Board of Education affecting the transportation of school children; or

b. Contractor becomes insolvent; Contractor makes an assignment for the benefit of creditors; a voluntary or involuntary petition in bankruptcy is filed by or against Contractor; Contractor sublets, assigns, transfers, conveys or otherwise disposes of its obligations under this Agreement other than is herein specified; or a receiver is appointed to take charge of the property or affairs of Contractor.

In the event of termination as a result of breach by Contractor, no further payment under this Agreement shall be required, except for payment for services already rendered as of the date of such termination. In the event of cancellation of this Agreement because of the default of the Contractor and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the original Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contractor, including any additional cost for the new agreement above the original Agreement for the completion of the current school year if the cancellation occurs prior to May 1 of that school year, or the completion of the current and following school year if the cancellation occurs after May 1 but before the start of the next school year, notwithstanding whether or not the Board shall require a performance guarantee.

The failure of the Board to object to any breach of this Agreement by Contractor shall not be constructed as waiver of such breach and shall not operate to prejudice, waive or affect any right or remedy that the Board may have under this Agreement or by operation of law as to that breach or any future breach of the same or of a different nature. The right to terminate is in addition to any other remedies the Board may have.

Furthermore, the Board reserves the right to cancel this Agreement, at any time upon sixty (60) days written notice to Contractor, should funds not be appropriated by the appropriate authority for the continuance of the Agreement.

11. The Board may decide during the term of this contract to require a performance bond from the Contractor. In that event, the Contractor shall procure at the Board's cost a performance bond, with surety, in favor of the Board and Town, in form, amount, substance, and surety satisfactory to the Board for the full and faithful performance of

Contractor's obligations hereunder. In no event shall the amount of such performance bond exceed \$500,000 per school year and shall be written to protect the Town and Board from any and all costs and expenses they, or each or either of them may incur, including reasonable attorney's fees, arising from any failure to perform or other breach or default by Contractor of the terms, conditions, and obligations of this Agreement, for the full term hereof.

12. The Contractor agrees to indemnify, defend, and to hold harmless the Board, the Town of Granby and each of their members, agents, and employees for any loss, demand, claim, cost or liability of any kind arising out of the performance or lack of performance of this Agreement by the Contractor or its agents or employees. Such "loss" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town or any of their members, agents, or employees in any suit arising from the Contractor's performance or lack of performance of this Agreement or arising from the enforcement of this provision.
13. Any dispute arising in connection with this Agreement that is not settled by agreement between the parties shall be referred to the American Arbitration Association in accordance with their rules relating to voluntary arbitration. The issue shall then be decided by a single arbitrator whose fee shall be shared by the Contractor and the Board and whose award shall be binding on the parties. Judgment on the award rendered may be entered in any court having jurisdiction and application may be made to such court for judicial acceptance of the award or order of enforcement, as the case may be, provided that the parties retain all rights and remedies under the Connecticut General Statutes, 52-418, et seq. In the event that both parties refuse to submit the dispute to an arbitrator, the parties shall be entitled to seek their remedy at law or in equity, as each party may select.
14. In the event that any of the provisions of this Agreement shall be declared illegal or unenforceable, all other provisions shall remain in effect.
15. Notice as appropriate under this Agreement shall be mailed or delivered to the Board at the office of the Superintendent of Schools, 15B North Granby Rd., Granby, Connecticut, 06035, or to the Contractor at TBD.
16. The Contractor is an independent contractor and neither Contractor nor any of the Contractor's employees shall be held or deemed in any way to be an agent, employee, or official of the Board. It is the intention of the parties that the Contractor is an independent contractor.
17. This Agreement and all Appendices and exhibits constitute the full and complete agreement of the parties relating to the subject matter hereof, and supersedes all prior agreements, written and oral and shall be binding on permitted successors and assigns. The terms of the Instructions to Bidders are incorporated herein and made part hereof. Should any conflict of terms between the Agreement and the Instructions to Bidders arise, the terms of this Agreement shall prevail.

18. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Connecticut without regard to its conflict of laws principles.

SIGNATURE PAGE

IN WITNEESS WHEREOF, the undersigned Board and Contractor have hereunto set their hands this _____ day of _____, 2012.

Signed and delivered in the presence of:

Witness

For Granby Board of Education:

Witness

Alan Addley, Superintendent

Witness

For ?????:

Witness

President,

Attachment A

Athletic Trips, Field Trips, and Student Activity Trips

Cost	<u>2012-13</u> Year 1	<u>2013-14</u> Year 2	<u>2014-15</u> Year 3	<u>2015-16</u> Year 4	<u>2016-17</u> Year 5
Per hour	\$24.00	\$24.60	\$25.20	\$25.85	\$26.50
Per mile	\$1.00	\$1.02	\$1.05	\$1.08	\$1.10

Hours billed is the time from leaving the yard to return plus one-half hour.

Invoices to show times and mileage.

Attachment B

GRANBY BOARD OF EDUCATION
15B North Granby Road
Granby, CT. 06035

TO: All Vendors
FROM: Harry Traver, Business Manager
SUBJECT: Affirmative Action

The Granby Board of Education is an Equal Opportunity Employer, and will not transact business with firms that are not in compliance with all Federal and State Statues and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendors' list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

STATEMENT OF POLICY

It is the employment policy of M&J Bus, Inc. that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex, age, handicapped condition, sexual orientation, marital status, or religion in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

Date

Signed (Name/Title of Company Officer)

Telephone

Street Address

City/State/Zip Code