

Somers Board of Education Meeting.
Monday, February 14, 2022 7:00 PM
Somers High School Media Center, 5 Vision Boulevard, Somers, CT 06071

All visitors to Somers Public Schools must wear a mask.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **AWARDS AND RECOGNITIONS**
 1. The Board will recognize Somers High School Senior Rachel St.Germain.
Rachel St. Germain, a senior at Somers High School, was awarded the 2021-2022 Connecticut Gatorade Award for Girls Cross Country Player of the Year.
The Gatorade Player of the Year award was established in 1985 to recognize the nation's most elite high school student-athletic excellence, academic achievement and exemplary character.
4. **APPROVAL OF MINUTES**
 1. Draft of January 24, 2022 Board Meeting 2
Board of Education to approve the draft minutes of the January 24, 2022 meeting.
5. **OPPORTUNITY TO ADD/DELETE AGENDA ITEMS**
6. **CONSENT AGENDA**
 1. Retirement of Pupil Services Director
Dr. Denise Messina, Director of Pupil Services, will be retiring on July 29, 2022. She has been in Somers for 10 years and has a total of 35 years in public education.
 2. Warrant of February 14, 2022 6
The Board will review and consent to the warrant of February 14, 2022.
7. **NEW BUSINESS**
 1. Transportation Contract Approval 13
Approval of Transportation Contract.
8. **OLD BUSINESS**
 1. 2nd Warning and approval of 2022-2023 Somers Public School Calendar. 44
The Board will review and approve the 2nd Warning of the 2022-23 Somers Public School Calendar.
 2. Superintendent's Proposed 2022-23 Budget 45
Board to review/approve the Superintendent's Proposed 2022-2023 Budget to be sent to Public Hearing.
9. **COMMITTEE REPORTS**
 1. Curriculum Committee
 2. Policy Committee
 3. Planning Committee
 4. Salary & Negotiations Committee
10. **CREC UPDATE**
11. **DISCUSSION OF MASK MANDATES IN THE SCHOOLS**
12. **AUDIENCE TO CITIZENS/STAFF/STUDENTS**
13. **ADJOURNMENT**

**Somers Board of Education Meeting
Somers High School Media Center
January 24, 2022
7 PM**

Present BOE Members: Marissa Marks, Ed DePeau, Jan Martin, Krista Cherry, Mike Briggs, Chris Thiesing, Carl Stebbins, Kim Radziewicz, Anne Kirkpatrick

Others: Brian Czapla, Stephanie Levin, Dr. Denise Messina, Dina Senecal, Dorothy Ruggiero, Emily Garcia Segal, Jim Formica, Tom Chilicki

1. CALL TO ORDER

The regular Board of Education meeting was called to order by Chairwoman Marks at 7 p.m. in the Somers High School Media Center.

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

3.1. Draft of BOE Meeting January 10, 2022

Rationale: Board will review and consent to Minutes of January 10, 2022.

Motion to approve the January 10, 2022 BOE Draft Minutes. This motion, made by Jan Martin and seconded by Carl Stebbins, Carried. **Yea: 9, Nay: 0**

4. OPPORTUNITY TO ADD/DELETE AGENDA ITEMS

5. CONSENT AGENDA

Motion to approve the Consent Agenda. This motion, made by Krista Cherry and seconded by Ed DePeau, Carried. **Yea: 9, Nay: 0**

5.1. Warrant of January 24, 2022

Rationale: The Board to review and consent to Warrant of January 24, 2022.

5.2. Resignation of Secretary from Somers High School

Rationale: Ms. Amanda Zajaczkowski, Administrative Assistant to the Principal, has handed in her resignation, and her last day will be February 1, 2022.

6. NEW BUSINESS

6.1. 2nd Quarter Budget Report

Rationale: Mrs. Stephanie Levin, Director of Business Services, will be here to answer any questions the Board might have on the 2nd Quarter Budget Update.

Discussion: Mrs. Stephanie Levin, Director of Business Services, updated the

BOE on the second quarter budget. She discussed the report that was provided to the BOE members. The third quarter report will be provided in April, and the fourth quarter report will be provided over the summer. Discussion ensued.

6.2. Professional Development Update

Rationale: Mrs. Dina Senecal, Director of Curriculum, will present to the Board the 2021-2022 Professional Development and the proposed 2022-2023 Professional Development for Somers Public Schools.

Discussion: Mrs. Dina Senecal, Director of Curriculum, updated the BOE on the 2021-2022 Professional Development (PD) as well as the proposed 2022-2023 PD for SPS. A copy of the report was provided for the BOE members. This year's PD focused on four categories: Curriculum, Assessment, and Instruction; Mandated Training, Social Emotional Learning; and, Diversity, Equity, and Inclusion. Due to the rise in Covid numbers in January, PD was reorganized to plan for student livestreaming. There will be six areas of focus for the 2022-2023 PD. Some PD requires a one-time session, but there is PD that is ongoing as well. Mrs. Senecal stated that communication with the state is fluid. There are roughly 62 hours of PD throughout the year. She stated that once the SPS calendar is approved for next year, she will develop a PD timeframe. Mrs. Senecal introduced Dr. Denise Messina, Director of Pupil Services, to discuss Special Education PD. Dr. Messina explained that the CT Department of Education is adopting a new IEP to be used by all districts as well as a new database. In the past, IEP's may have differed slightly from district to district. She stated that there are 39 staff across the district that need to participate in PD for the new IEP. The new database begins 7/1/22 followed by training. This database will also include 504 plans. There will be eight trainers to help with this PD. Discussion ensued.

6.3. 1st Warning of Draft of 2022-2023 Somers Public Schools Calendar

Rationale: The Board will review the 1st Warning of the Draft of the 2022-2023 Somers Public Schools Calendar.

Discussion: Superintendent Czaplak provided the BOE with the 2022-2023 SPS Calendar Draft. He stated that he is trying to return to a pre-Covid mode. Two major adjustments for Covid included starting school after Labor Day and adding extra PD days prior to the start of school. For the 2022-2023 calendar, half days are reduced. Mrs. Senecal has consulted with the PD Committee, and the consensus was that PD is appreciated twice a month but can still be accomplished once a month. Discussion ensued among BOE members regarding shifting the half-day Wednesdays to Fridays. There was concern regarding the absentee rate. There was discussion about splitting half the year into half-day Wednesdays and the rest of the year with half-day Fridays to compare the rate of absenteeism.

7. OLD BUSINESS

7.1. Draft Superintendent's Proposed Budget of 2022-2023

Rationale: The Board will continue the discussion on the draft of the Superintendent's Proposed Budget.

Discussion: Superintendent Czapla stated he received questions from BOE members regarding the proposed 2022-2023 proposed budget. Discussion ensued regarding the high school parking fee fund, lunch program, staffing cost, equipment cost, maintenance expenses, and instructional costs.

8. ADMINISTRATIVE REPORTS

8.1. Superintendent Update

Rationale: The Superintendent will update the Board on issues and events at Somers Public Schools.

Discussion: Superintendent Czapla updated the BOE on recent events:

- The Covid trend seems to be improving. He spoke with administrators at MBA and SHS regarding lockers. If the Covid trend continues to improve with lower case rates, lockers will be available 2/1/22. Again, if the trend continues to improve, March parent conferences at SES will open up to in-person conferences.
- At the next BOE meeting, a first warning will be presented to extend the current bus contract.
- The Denehy family has donated \$3000 to the Drama Club to assist with productions. It was a generous donation and is greatly appreciated. A letter will be sent to the Denehy family on behalf of the BOE.

Superintendent Czapla asked Mrs. Levin, Director of Business Services, to give an update on the Food Services project. She stated that there are three options for the BOE to consider and that she will return to the BOE with the costs. The three options include funding through a food service, going through a food management program, or remaining self-operating and hiring a Director of Food Services. Most likely, the lunch program will have to be added to the operational budget.

9. COMMITTEE REPORTS

9.1. Curriculum

Discussion: On hold.

9.2. Policy Committee

Discussion: Anne Kirkpatrick stated that they have received the latest package, but the committee is on hold.

9.3. Planning Committee

Discussion: On hold.

9.4. Salary & Negotiations Committee

Discussion: On hold.

Somers Board of Education General Budget Treasury Warrant

Report # 72890

Check Batch: 47827
 Check Header: (N/A)
 Check Numbers: (First) - (Last)
 Check Dates: (Earliest) - (Latest)
 Cash Account Numbers: (First) - (Last)
 Bank Account Code: (N/A)
 Check Authorization Code: AP GB
 Minimum Check Amount: \$0.00
 Sorted By:
 Include Payable Information: No
 Include Payable Dist Information: No
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
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Approved by:  Date: 2/10/2022
 Stephanie Levin, Director of Business Services

47827	21175	02/14/2022	V62774	AAA Mobile Boiler	0.00	52,541.43
	21176	02/14/2022	V60790	Alternative Access Assistive Technology	0.00	2,945.00
	21177	02/14/2022	V52670	SYNCB/AMAZON	0.00	5,546.50
	21179	02/14/2022	V60040	Anthem Life Insurance Company	0.00	2,648.97
	21180	02/14/2022	V02141	Apple Inc.	0.00	4,274.79
	21181	02/14/2022	V61684	Aramark Uniform Service	0.00	854.16
	21182	02/14/2022	V00884	Avery Septic Service	0.00	100.00
	21183	02/14/2022	V61601	Brown Small Engine Repair	0.00	35.00
	21184	02/14/2022	V00121	CABE	0.00	1,300.00
	21185	02/14/2022	V60969	CadenaSmith Enterprises	0.00	65.92
	21186	02/14/2022	V61550	CareerStaff Unlimited	0.00	1,551.32
	21187	02/14/2022	V60120	Central Restaurant Products	0.00	63.18
	21188	02/14/2022	V60574	CLG Electric LLC	0.00	1,525.00
	21189	02/14/2022	V02198	The Connecticut Water Company	0.00	371.35
	21190	02/14/2022	V61473	COX Business	0.00	965.19
	21191	02/14/2022	V60709	DBS Financial Services LLC	0.00	1,031.96
	21192	02/14/2022	V000026	DeDominicis, Anthony	0.00	975.00
	21193	02/14/2022	V60416	DG Graphics	0.00	250.00
	21194	02/14/2022	V60089	Dime Oil Company LLC	0.00	14,842.69
	21195	02/14/2022	V00605	Electrical Wholesalers	0.00	144.44

Somers Board of Education General Budget Treasury Warrant

Report # 72890

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	21196	02/14/2022	V52317	Ellington Board of Education	0.00	4,500.00
	21197	02/14/2022	V61671	Environmental Systems Corp.	0.00	3,712.50
	21198	02/14/2022	V00159	Eversource Energy	0.00	59,343.25
	21199	02/14/2022	V54168	First Student, Inc	0.00	1,028.63
	21200	02/14/2022	V02186	Film Scientific, Inc.	0.00	660.25
	21201	02/14/2022	V60951	Follett School Solutions, Inc	0.00	481.14
	21202	02/14/2022	V61236	Gateway Enterprise Corporation	0.00	84.00
	21203	02/14/2022	V02758	Gengras Center	0.00	11,250.00
	21204	02/14/2022	V54081	Graduate Pest Solutions, Inc.	0.00	166.00
	21205	02/14/2022	V00511	Granger	0.00	41.44
	21206	02/14/2022	V53439	Group Dynamic	0.00	22.20
	21207	02/14/2022	V53228	Herff Jones Inc.	0.00	13.44
	21208	02/14/2022	V60090	High Grade Gas Service, Inc	0.00	2,016.14
	21209	02/14/2022	V00564	Hillyard-New England	0.00	126.85
	21210	02/14/2022	V21177	Home Depot CRC	0.00	436.00
	21211	02/14/2022	V52848	Intensive Education Academy, Inc.	0.00	6,588.20
	21212	02/14/2022	V00999	J. W. Pepper & Son, Inc.	0.00	353.39
	21213	02/14/2022	V02625	K & S Distributors	0.00	1,790.65
	21214	02/14/2022	V61604	Kelly Refrigeration & Freezer	0.00	475.00
	21215	02/14/2022	V00665	Kelly-Frader Lumber	0.00	121.50
	21216	02/14/2022	V02898	Magnakleen Services	0.00	198.18
	21217	02/14/2022	V61642	MB Tractor & Equipment	0.00	500.57
	21218	02/14/2022	V61186	Music People Inc, The	0.00	1,027.82
	21219	02/14/2022	V60104	Nixon Company Inc., The	0.00	308.75
	21220	02/14/2022	V60983	OMNI Group, The	0.00	14.00
	21221	02/14/2022	V02407	OTIS Elevator Company	0.00	153.85
	21222	02/14/2022	V52686	Plimpton & Hills	0.00	156.19
	21223	02/14/2022	V61237	PowerSchool Group LLC	0.00	1,200.00
	21224	02/14/2022	V53811	RJ Mase, LLC	0.00	54.00
	21225	02/14/2022	V61382	Rugby Holdings, LLC	0.00	2,410.04
	21226	02/14/2022	E00524	Ryan, Natalie	0.00	205.00
	21227	02/14/2022	V01292	School Specialty, LLC	0.00	2,205.52
	21228	02/14/2022	V60979	Shanahan, Jim	0.00	150.00
	21229	02/14/2022	V51324	Sherwin-Williams Co., The	0.00	13.99
	21230	02/14/2022	V60067	Silktown Roofing	0.00	360.38
	21231	02/14/2022	V02217	Smyth's Auto & Truck	0.00	195.00
	21232	02/14/2022	V60616	Somers Public Schools	0.00	6.76

Somers Board of Education General Budget Treasury Warrant

Report # 72890

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	21233	02/14/2022	V60616	Somers Public Schools	0.00	3,696.32
	21234	02/14/2022	V61373	Somers Star Hardware	0.00	375.12
	21235	02/14/2022	V01591	Town of Somers	0.00	5,557.42
	21236	02/14/2022	V61643	Stafford Mechanical Services	0.00	1,062.00
	21237	02/14/2022	V61292	State of Connecticut-Treasurer	0.00	1,764.00
	21238	02/14/2022	V53615	Thurston Foods, Inc.	0.00	659.06
	21239	02/14/2022	V00290	Town of Enfield	0.00	15,398.00
	21240	02/14/2022	V60407	Trane U.S. Inc	0.00	5,334.84
	21241	02/14/2022	V61609	Tristate Equipment Repair	0.00	2,753.36
	21242	02/14/2022	V53987	U.S. Bank Equipment Finance, Inc	0.00	2,592.91
	21243	02/14/2022	V62722	United Healthcare Insurance Company	0.00	199,573.73
	21244	02/14/2022	V21164	Unum Life Insurance Company	0.00	3,926.10
	21245	02/14/2022	V00548	USA Waste and Recycling	0.00	1,442.02
	21246	02/14/2022	V61140	Van Pool Transportation LLC	0.00	12,933.00
	21247	02/14/2022	V54059	Verizon Wireless	0.00	448.17
	21248	02/14/2022	V61281	Vernier Software & Technology	0.00	177.59
	21249	02/14/2022	V61404	Voice New England	0.00	269.50
	21250	02/14/2022	V53413	W.B. Mason Co., Inc.	0.00	2,129.44
	21251	02/14/2022	V61410	Cardmember Service	0.00	776.58
	21252	02/14/2022	V02738	William V. MacGill & Co.	0.00	290.30
	21253	02/14/2022	V60943	Zoro Tools Inc	0.00	158.53
Totals:					<u>0.00</u>	<u>\$455,720.52</u>

78 Checks Listed.

Somers Board of Education General Journal Register

Report # 72888
Batch: 47745
Transaction: N/A
Show Summary Only: Yes

Batch # 47745	Control Total \$455,720.52	Status Posted	Created By Lbergamini	Created On 02/03/2022	Last Updated By Lbergamini	Last Updated On 02/10/2022
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Period, Fiscal Year Account Number	Account Description	DTF Base	Over Budget	Debits	Credits
February, 2022					
Generated Distributions					
10-000-0-0-00-000-710-00-0-00000	ENCUMBRANCE CONTROL			397,822.56	0.00
10-000-1-9-99-999-000-00-5-01695	RESERVE FOR ENCUMBRANCE			0.00	397,822.56
				Total Generated Distributions	\$397,822.56
User-Entered Distributions					
10-000-0-0-00-000-241-00-0-00000	ACCOUNTS PAYABLE		Yes	0.00	455,720.52
10-000-1-9-99-999-000-00-5-01695	COVID-19			475.00	0.00
10-100-2-2-14-241-611-01-5-00155	K-5 - GENERAL SUPPLIES			1,941.04	0.00
10-100-2-2-20-242-611-01-5-00169	K-5 - MUSIC SUPPLIES			161.92	0.00
10-100-2-2-27-242-611-01-5-00904	K-5 - REMEDIAL READING SUPPLY			65.92	0.00
10-100-2-3-02-242-611-01-5-00164	MA - ART SUPPLIES			32.68	0.00
10-100-2-3-14-241-611-01-5-00157	MA - GENERAL SUPPLIES			224.77	0.00
10-100-2-3-16-220-641-01-5-00895	MA - LANGUAGE ARTS TEXTBOOK			337.80	0.00
10-100-2-3-18-242-611-01-5-00189	MA - MATH SUPPLIES			793.23	0.00
10-100-2-3-20-214-112-01-5-01706	MA - MUSIC INST COACHES			975.00	0.00
10-100-2-3-20-242-611-01-5-00172	MA - MUSIC SUPPLIES			159.73	0.00
10-100-2-4-02-242-611-01-5-00165	HS - ART SUPPLIES			1,948.07	0.00
10-100-2-4-04-242-611-01-5-00176	HS - BUSINESS ED SUPPLIES			9.87	0.00
10-100-2-4-12-242-611-01-5-00183	HS - TECHNOLOGY ED SUPPLIES			2,410.04	0.00
10-100-2-4-14-241-611-01-5-00159	HS - GENERAL SUPPLIES			188.40	0.00
10-100-2-4-20-242-611-01-5-00168	HS - BAND SUPPLIES			31.74	0.00
10-100-2-4-22-242-611-01-5-00195	HS - PHYSICAL ED SUPPLIES			482.84	0.00
10-100-2-4-28-242-611-01-5-00206	HS - SCIENCE SUPPLIES			837.84	0.00
10-100-2-4-38-242-611-01-5-00181	HS - QUANTITY FOODS SUPPLIES			659.06	0.00
10-100-2-4-48-242-611-01-5-00721	HS - HEALTH ED SUPPLIES			88.98	0.00
10-100-2-5-14-241-611-01-5-00873	SW - GENERAL COMPUTER SUPPLIES			1,555.82	0.00
10-100-2-5-44-242-611-03-5-00222	SW - A.V. SUPPLIES			500.00	0.00
10-100-8-3-66-910-730-01-5-01335	MA - TECH ED CAPITAL OUTLAY			1,646.50	0.00
10-100-8-5-66-910-730-04-5-00843	SW - CAPITAL OUTLAY TECHNOLOGY			3,694.80	0.00
10-120-9-9-98-215-112-01-5-00099	SP ED - K-5 AIDES		Yes	3,696.32	0.00
10-120-9-9-98-955-330-02-5-01674	SP ED - CONTRACTED SERVICES		Yes	2,945.00	0.00

Somers Board of Education General Journal Register

Report # 72888

Batch # 47745	Control Total \$455,720.52	Status Posted	Created By Lbergamini	Created On 02/03/2022	Last Updated By Lbergamini	Last Updated On 02/10/2022
10-213-3-4-48-421-323-02-5-01146		SW HEALTH SUPPLIES			290.30	0.00
10-213-3-5-48-412-112-02-5-00319		SW - NURSE SUBSTITUTE			1,551.32	0.00
10-215-9-9-94-242-611-02-5-00217		K-5 - SPEECH/HEARING SUPPLIES			205.00	0.00
10-221-2-5-50-251-322-01-5-01689		SW - TECH PROF DEV			1,200.00	0.00
10-222-2-2-52-231-642-03-5-00136		K-5 - LIBRARY BOOKS			236.71	0.00
10-222-2-2-52-231-642-03-5-00140		K-5 - NEWSPAPERS/MAGAZINES			19.43	0.00
10-222-2-2-52-231-690-03-5-00151		K-5 - OTHER LIBRARY SUPPLIES			225.00	0.00
10-222-2-5-44-233-611-03-5-00149		SW - A.V. MATERIALS			79.99	0.00
10-231-1-5-74-134-330-10-5-00045		B.O.E. - OTHER PROF. SERVICES		Yes	1,314.00	0.00
10-232-1-5-72-258-690-04-5-00044		CO - COMPUTER SUPPLIES			6.76	0.00
10-232-6-5-66-830-440-04-5-00525		CO - COPIER RENTAL			648.23	0.00
10-240-1-3-40-258-690-04-5-00303		MA - OFFICE SUPPLIES			74.95	0.00
10-240-6-2-66-830-440-04-5-00523		K-5 - COPIER RENTAL			648.22	0.00
10-240-6-3-66-830-440-03-5-00527		MA - COPIER RENTAL			648.23	0.00
10-240-6-4-66-830-440-04-5-00763		HS - COPIER RENTAL			648.23	0.00
10-240-7-4-54-880-690-07-5-00274		HS - GRADUATION			13.44	0.00
10-259-1-3-40-123-590-04-5-00017		MA - FORMS & PRINTING			250.00	0.00
10-260-1-5-64-642-530-04-5-01217		SW - COMMUNICATION SUPPLIES			269.50	0.00
10-260-1-6-40-258-690-04-5-00306		MAINTENANCE - OFFICE SUPPLIES			21.65	0.00
10-260-5-2-62-722-430-08-5-01141		K-5 BUILDING REPAIRS			109.00	0.00
10-260-5-2-64-642-530-04-5-00363		K-5 - TELEPHONE			255.51	0.00
10-260-5-3-64-642-530-04-5-00365		MA - TELEPHONE		Yes	360.66	0.00
10-260-5-4-12-722-430-01-5-00395		HS - TECHNOLOGY ED MAINTENANCE			2,017.63	0.00
10-260-5-4-20-722-430-01-5-00396		HS - MUSIC MAINTENANCE			150.00	0.00
10-260-5-4-38-722-430-01-5-00393		HS - QUANTITY FOODS MAINT.			908.16	0.00
10-260-5-4-64-642-530-04-5-00366		HS - TELEPHONE		Yes	325.96	0.00
10-260-5-5-64-642-530-04-5-00367		CO - TELEPHONE		Yes	471.23	0.00
10-260-5-5-64-642-530-04-5-01679		SW - INTERNET			1,764.00	0.00
10-260-5-6-44-722-430-03-5-00404		SW - A.V. MAINTENANCE			1,027.82	0.00
10-260-5-6-62-650-613-05-5-00377		SW - CUSTODIAL SUPPLIES			1,474.79	0.00
10-260-5-6-62-722-430-01-5-01077		SW - COMPUTER MAINTENANCE			520.64	0.00
10-260-5-6-62-722-430-08-5-00422		K-5 - SEPTIC TANK		Yes	100.00	0.00
10-260-5-6-62-722-430-08-5-00430		MA - BUILDING MAINTENANCE		Yes	5,552.84	0.00
10-260-5-6-62-722-430-08-5-00439		HS - BUILDING MAINTENANCE		Yes	53,775.61	0.00
10-260-5-6-62-722-430-08-5-00440		SW - EQUIPMENT REPAIR			4,010.38	0.00
10-260-5-6-62-722-430-08-5-00442		SW - GROUNDS KEEP		Yes	306.20	0.00
10-260-5-6-62-722-430-08-5-00443		SW - ROOF REPAIR			360.38	0.00
10-260-5-6-62-722-430-08-5-00444		SW - RUBBISH REMOVAL			1,442.02	0.00

Somers Board of Education General Journal Register

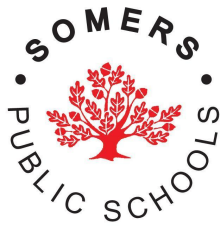
Batch # 47745	Control Total \$455,720.52	Status Posted	Created By Lbergamini	Created On 02/03/2022	Last Updated By Lbergamini	Last Updated On 02/10/2022	
10-260-5-6-62-722-430-08-5-00445		SW - TOOL SUPPLY			92.21	0.00	
10-260-5-6-62-722-430-08-5-00447		SW - GENERAL REPAIR			271.15	0.00	
10-260-5-6-62-722-430-08-5-00467		SW - GENERAL PAINT			13.99	0.00	
10-260-5-6-62-722-430-08-5-00801		SW - EXTERMINATING			166.00	0.00	
10-260-5-6-62-722-430-08-5-00885		SW - ELECTRICAL SUPPLIES			144.44	0.00	
10-260-5-6-62-722-430-08-5-00886		SW - PLUMBING SUPPLIES			156.19	0.00	
10-260-5-6-62-722-430-08-5-01646		SW - SECURITY			523.64	0.00	
10-260-5-6-64-630-620-05-5-00354		K-5 - FUEL #2			13,654.44	0.00	
10-260-5-6-64-630-620-05-5-00356		HS - FUEL #2			1,188.25	0.00	
10-260-5-6-64-641-620-05-5-00358		K-5 - ELECTRICITY			9,271.65	0.00	
10-260-5-6-64-641-620-05-5-00360		MA - ELECTRICITY			36,524.77	0.00	
10-260-5-6-64-641-620-05-5-00361		HS - ELECTRICITY			14,340.59	0.00	
10-260-5-6-64-641-620-05-5-00362		MAINTENANCE - ELECTRICITY			238.20	0.00	
10-260-5-6-64-643-690-05-5-00371		MA - PROPANE GAS			1,998.28	0.00	
10-260-5-6-64-643-690-05-5-00372		HS - PROPANE GAS			17.86	0.00	
10-260-5-6-64-722-690-05-5-00373		SW - WATER			371.35	0.00	
10-260-6-5-62-722-430-04-5-00452		SW - MAINTENANCE CONTRACTS			3,866.35	0.00	
10-270-4-5-84-521-627-12-5-00327		BUS FUEL			4,447.97	0.00	
10-270-9-9-84-522-510-12-5-00332		SP ED - ADDITIONAL MILEAGE		Yes	12,933.00	0.00	
10-279-4-4-42-530-580-06-5-00337		HS - ATHLETIC TRIPS			1,028.63	0.00	
10-279-4-5-84-722-627-12-5-00341		SW - GASOLINE SCHOOL VEHICLES			1,109.45	0.00	
10-280-6-5-82-820-200-13-5-00509		SW - FLEXIBLE SPENDING ACCT			22.20	0.00	
10-280-6-5-82-820-200-13-5-00512		LIFE AND AD&D INSURANCE			2,648.97	0.00	
10-280-6-5-82-820-200-13-5-00513		L.T.D.			3,926.10	0.00	
10-280-6-5-82-820-200-13-5-01228		SW - HEALTH SAVINGS ACCOUNT			199,573.73	0.00	
10-320-7-4-42-880-690-06-5-00595		HS - ATHLETIC SUPPLIES			308.75	0.00	
10-611-6-5-88-945-560-14-5-01231		TUITION-NON SPECIAL EDUCATION		Yes	4,500.00	0.00	
10-611-6-5-88-960-560-14-5-00638		ENFIELD ADULT EDUCATION		Yes	15,398.00	0.00	
10-613-9-9-88-955-561-14-5-00673		SP ED - TUITION			17,838.20	0.00	
Total User-Entered Distributions						\$455,720.52	\$455,720.52
Total for February, 2022						\$853,543.08	\$853,543.08
Grand Total for Batch # 47745						\$853,543.08	\$853,543.08

Somers Board of Education General Journal Register

Report # 72888

Batch #	Control Total	Status	Created By	Created On	Last Updated By	Last Updated On
47745	\$455,720.52	Posted	Lbergamini	02/03/2022	Lbergamini	02/10/2022

345 Transactions Listed.



Board of Education Administrative Report

Title of Report: Transportation Contract 2022-2027

Board Meeting Date: 2/14/2022

Action

Report

Information

Discussion

Submitted by: Stephanie Levin

Executive Summary

Attached is a copy of the proposed Transportation Contract for 2022-2027.

Report

The attached contract is an extension of our current contract with First Student. It is recommended that the Board of Education extend the transportation contract rather than put it out to bid in the current market. A survey was conducted to evaluate what other districts are experiencing as far as rate increases on existing contracts and those that recently went out to bid. For the 2022-2023 school year, the average rate increase is 3.33% across respondents. First Student has proposed a 2.75% increase for Somers. The average daily cost per bus among respondents is \$347.20. Somers' daily rate per bus for 2022-2023 will be \$332.84.

The rate increases over five years equate to the following:

2022-23	2.75%
2023-24	3.00%
2024-25	3.00%
2025-26	3.00%
2026-27	3.00%

In addition to the fiscal impact, we also take into consideration personnel. The majority of the bus drivers that First Student employs are residents of Somers. There could be a significant impact if Somers changed transportation providers as a new provider would not be required to hire our current bus drivers. While the drivers are not employees of the Somers Public Schools, we do consider them to be a part of our school community. They have remained dedicated partners to this district. We believe that continuing the relationship with First Student will provide stability to students and families.

CONTRACT FOR TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES (the "Contract") is made this _____ day of _____, 20__, by and among the BOARD OF EDUCATION OF THE TOWN OF SOMERS, CONNECTICUT ("the District") and First Student, Inc., a Delaware Corporation having a business address at 18 Field Road, Somers, CT (the "Contractor").

WITNESSETH

WHEREAS, the District wishes to obtain and the Contractor wishes to provide certain transportation services pursuant to the terms and conditions of this Contract.

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

I. TERM

A. The term of this Contract shall be for a period of five (5) years beginning on July 1, 2022 and terminating on June 30, 2027

II. SCOPE OF WORK

A. The Contractor agrees that it will transport Students (as hereinafter defined) to and from:

1. those schools listed on Exhibit A attached hereto and made a part hereof (all, collectively, the "Schools" and each, individually, a "School") at such days, times, routes and stops designated and approved by the District pursuant to Section D below; and
2. extra-curricular events or field trips upon request from the District. The Schools are subject to amendment upon request from the District.

B. The Contractor shall furnish transportation services for all students eligible and receiving school accommodations from the District for attendance at school in accordance with the provisions of Connecticut General Statutes Section 10-186 (all, collectively, the "Students" and each, individually, a "Student") to and from the Schools and any extra-curricular events or field trips, which transportation services shall include, without limitation, personnel, supervisors, Vehicles (as hereinafter defined), Vehicle Operators (as hereinafter defined), equipment, and other actions and activities required to provide such transportation services.

C. The Contractor shall furnish a sufficient number of Vehicles to ensure seats for all Students eligible for transportation services from the District. Standees or overloading of the Vehicles shall not be permitted.

D. The Contractor will develop and maintain a computerized transportation routing system, using Transfinder, Versatrans, MapNet or similar routing software approved by the District. The map used in the software must be kept updated. The Contractor shall provide to the District access to the routing software through the Internet and provide training, as needed, to District staff on the use of the routing software

E. The Contractor will further provide the District with routes in accordance with the following:

1. The District shall electronically provide the Contractor with student rosters by July 1 of each year during the term of this Contract.
2. The Contractor shall electronically deliver updated routes to the District three weeks prior to the start of school each year. After reviewing such information and conferring with the District, the Contractor shall prepare a list of any suggested modifications.
3. The District reserves the right to amend, at any time, the times, routes, and/or stops to be made by the Contractor. The Contractor cannot amend the time, routes and/or stops without the prior consent of the District.
4. Walking limits for the District will be determined by the Board of Education's Transportation Policy, which will be communicated to the Contractor, and the Contractor shall be informed of any revisions prior to the end of the school year.
5. The Contractor must provide training, as needed, to District staff on the use of the routing software.

F. SUBJECT ONLY TO THE REQUIREMENT THAT THE SAFETY OF CHILDREN AND OTHERS IS OF PARAMOUNT IMPORTANCE, TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.

G. The District and the Contractor agree that the personnel provided under this agreement by the Contractor are not employees of the District, but at all times shall be employees of the Contractor for all purposes under the law. The Contractor shall be responsible for compliance with all applicable Federal, State of Connecticut (the "State") and local laws, regulations and ordinances governing the employment relationship with all personnel, including, but not limited to, unemployment, workers' compensation, wage and hour laws, safety and health, employment discrimination laws, family and medical leave, and appropriate paycheck deductions and withholdings. All Contractor employees

assigned by the Contractor to perform services pursuant to this Contract shall meet all legal and regulatory requirements for holding their respective positions and shall be in compliance in all respects with all requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving, licensing, training and certifications. In addition, the Contractor will be responsible for fulfilling the fingerprinting, background check, 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 District policy.

H. The Contractor shall provide a qualified and experienced person who will be responsible for the general overall supervision and execution of the transportation services required by this Contract (the "Manager"). The Manager shall:

1. not be a regular Vehicle Operator;
2. be available by cell phone at all times; and
3. act as the liaison between the Contractor and the District.

The Manager is subject to the approval of the District prior to hiring, which approval shall not be unreasonably delayed or withheld. The Contractor shall replace the Manager upon the request of the District.

I. The Contractor shall provide dispatchers (all collectively, "Dispatchers" and each individually, a "Dispatcher"), who shall be stationed at the Contractor's facility (the "Terminal") during all hours that Vehicles are providing the transportation services required by this Contract. The Dispatchers shall not:

1. be a regularly scheduled Vehicle Operator; or
2. drive a Vehicle or leave the vicinity of the Terminal during such hours unless an emergency exists.

The Dispatchers shall be available by telephone at least two (2) hours before Schools open and remain available at all times during hours that Vehicles are providing the transportation services required by this Contract to receive inquiries and instructions from the District or its agent. Dispatchers are subject to the approval of the District prior to hiring, which approval shall not be unreasonably delayed or withheld. The Contractor shall replace a Dispatcher providing transportation services to the District upon the request of the District. Each new Dispatcher shall be subject to the approval of the District, which approval shall not be unreasonably delayed or withheld.

J. The Contractor shall provide to the District a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. The Contractor is required to provide sufficient phone lines and personnel to

meet the on-going operating needs of the transportation services required by this Contract. The Contractor shall also provide a designated phone number for the District to use only in case of emergency.

K. The Contractor will, at its sole expense, be responsible for installing and operating a fax machine with a dedicated phone line at each Terminal, to be utilized to transmit scheduling and routing changes, in addition to a dedicated phone line for direct telephone communications. Additionally, each Terminal will have high speed access to the Internet, with an email address made available to the District, to facilitate email communications. Said email account shall be active and checked at least hourly by the Contractor during the school day. The Contractor will have computer equipment sufficient to allow the use of common word processing and spread sheet programs and computerized routing system software. The routing software will be located on the Contractor's server and the District will be provided access to such software via the Internet. The Contractor is required to use Microsoft Word, Microsoft Outlook and Microsoft Excel for communications with the District.

L. The Contractor shall provide the services required by this Contract for the District every day that Schools are open. The Board of Education will establish the days that Schools are open for Student attendance. Schools are, for the purposes of this Contract, open for student attendance at least 180, but no more than 185, days per year. The District shall provide to the Contractor school calendars setting forth the days Schools are open during each year of this Contract. Should transportation services hereunder for the regular school year be required for more than 185 days in any one (1) school year, the Contractor shall be compensated for providing such transportation services based upon the daily rate set forth in Exhibit B, attached hereto and made a part hereof (the "Daily Rate"). School District programs, such as special education and/or summer school, require transportation services during school vacations and summer. The cost for such transportation services shall be based upon the Daily Rate.

1. The Contractor shall provide the transportation services hereunder on every day that each School is in session. When any Schools are closed for unanticipated reasons (including "Acts of God"), transportation services are to be performed for the other Schools that are open and on any such other days as the District declares official school days.
2. The District will, at the Daily Rate, pay for any transportation services hereunder actually performed by the Contractor for the Schools that are open on days that are not official school days; provided, however, there will be no incremental costs, or additional fees, charged over and above the Daily Rate.
3. The Contractor shall also provide transportation services for the following: noon dismissals when required; early dismissals as per

calendars provided by the District; comparable transportation services on days when the District has other than regular dismissals; early dismissals of any and all Schools for parent conferences, special events, weather or civil emergencies, etc., and dismissal necessitated during examination weeks.

M. Each Vehicle Operator shall know his/her assigned route, including all stops, prior to the start of the school year and shall drive through his/her entire route prior to the start of the school year. The Contractor will identify any routes where conditions indicate an inability to regularly perform to schedule and/or to safely serve the Students, and immediately advise the District of the same. The Contractor shall have any new or substitute driver drive the entire route prior to performing the route with Students. The Contractor will bear the cost of any trial runs with no additional costs to the District.

N. During times of inclement weather, the Contractor will be required to consult with the District regarding road conditions and the potential of School closings. The Contractor shall be responsible for providing the regularly scheduled Vehicles when Schools are closed early during any school day due to weather conditions or other emergency declared by the District. The Contractor is responsible for obtaining information regarding School closings through the media.

O. During the term of this Contract, the District may modify routes, and the numbers of Students and Schools, to ensure the most cost-efficient and effective transportation services to the District. If there are substantial modifications that would result in fewer Vehicles or different types of Vehicles than at the start of this Contract, the District shall consult with the Contractor prior to making such changes. The District retains the right to obtain certain transportation services from other transportation providers. The Contractor is required to work with the District to, whenever possible, better utilize the Vehicles by tiering and integrating routes.

P. The District may designate routes for the Contractor to perform in addition to those given to the Contractor at the start of this Contract. Prior to assigning additional routes to the Contractor during the term of the Contract and the Contractor agreeing to perform such additional routes, the District shall notify the Contractor if provisions of this Contract shall be modified as a condition to receiving such additional routes.

Q. The term "Services" shall include, collectively, all transportation services set forth in this Article II or otherwise to be performed under this Contract, and such other services required or necessary for the proper performance of the Contractor's work under this Contract.

III. PAYMENT AND COMPENSATION

A. Based upon the compensation amounts set forth in Exhibit B, attached hereto and made a part hereof (collective, the "Compensation", which Compensation consists of

the "Daily Rate" and the "Hourly Rate" set forth on Exhibit B) the District hereby agrees to make payments to the Contractor for Services performed in ten (10) monthly installments to be paid within thirty (30) days after receipt of an invoice for regular Services provided in the prior month based upon the Daily Rate. Based upon the Hourly Rate, the Contractor shall provide the District with separate monthly invoices for field trips or additional Services provided by the Contractor at the direction of the District, and payment of such invoices will be due within forty-five (45) days of the date of each invoice. Payments for invoices with discrepancies may be delayed.

B. The parties agree that, other than the Compensation, no other compensation shall be due and owing to the Contractor by the District for the Services, which Compensation is deemed to include, without limitation, the costs associated with the following: the Vehicles (including mileage), Vehicle Operators, labor, materials, equipment, permits, licenses, and other facilities, personnel and actions necessary to provide the Services. The Contractor shall not charge for Federal, State or municipal sales or excise taxes so long as the District is exempt from such taxes. Upon request, the District shall furnish exemption certificates as may be needed by the Contractor.

C. The price payable for each Vehicle used in providing regular Services is detailed in Exhibit B. The number of Vehicles needed under this Contract will vary. The Contractor shall charge the District the Daily Rate for the actual number of Vehicles providing Services. The cost of each Vehicle will be determined by the Vehicle type, year of the Contract and the cost per day specified for that type of Vehicle as listed in Exhibit B. Under no circumstances is Contractor authorized to charge overtime to the District unless such overtime has been specifically authorized by the District. The Contractor shall notify the District in advance if any routes will regularly incur overtime charges and shall cooperate with the District to minimize overtime charges. If, for any reason, a route is combined or tiered, the District shall receive full credit for such combined or tiered route. The cost for each Vehicle used in providing Services for extra-curricular events or field trips under this Contract is detailed in Exhibit B.

D. Any Vehicle for which the District is being charged the Daily Rate shall, upon request, be available for the District's use. Additional charges as detailed in Exhibit B may apply to such use.

E. If determined by a global positioning system ("GPS") or otherwise that the Contractor is at fault in providing Services, such as a missed bus stop or the Vehicle arriving at a bus stop earlier or later than ten (10) minutes of the scheduled time, the Contractor will supply an additional Vehicle or Vehicles, as applicable, at no cost to the District, to provide the transportation services required to perform the Services for the missed Students.

F. The parties hereto mutually understand the need to meet all requirements related to the Services, including, without limitation, timeliness, as well as operating within the financial constraints that may result from limited funding. To this end, the

Contractor agrees to work closely with the District staff to create the highest level of efficiency, while maintaining performance standards.

G. The monthly installment or any other payment due the Contractor hereunder, shall be reduced in accordance with the following:

1. If at any time the Contractor does not provide the agreed upon number of Vehicles or Vehicle Operators, the District may deduct the greater of the following: (a) \$60.00 for each Student assigned to said Vehicle or Vehicle Operator not provided in accordance with this Contract; (b) the cost of said Vehicle or Vehicle Operator; or (c) the cost of the District's expense for engaging alternate transportation during the period that the Contractor has failed to provide such Vehicles or Vehicle Operators.
2. If any Vehicle does not depart at the scheduled departure time from the Terminal or from a School, or arrives later than its scheduled arrival time, except due to inclement weather or other times when hazardous conditions exist or the safety of the Students is involved,
3. In order to allow for the provision of adequate supervision for the Students and to protect the Students from inclement weather, Vehicles must not arrive at Schools for Student drop-off earlier than the scheduled arrival time. If any Vehicle arrives more than 20 minutes prior to the scheduled arrival time, except due to inclement weather or other times when hazardous conditions exist or the safety of the Students is involved, the District may deduct \$60.00 for each Student assigned to said Vehicle.
4. This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of such program. Should operating problems occur which require the involvement of the District, the District reserves the right to notify the Contractor of such problems. Should similar operational problems reoccur within thirty (30) days of such notification, the District may deduct \$100.00 for each such reoccurrence.
5. In the event a strike or an occurrence caused by the Contractor results in an interruption of Services for more than 24 hours, the District shall have the right to secure such other transportation services as may be necessary to provide the Services and charge the cost of same to the account of the Contractor and/or surety company. Further, there will be no payment due and owing to the

Contractor for days during which Service required by this Contract is not provided.

6. The District may deduct \$50.00 per Vehicle for each day that any Vehicle does not have an operational and active radio or comparable communication device.
7. The District may deduct \$50.00 per Vehicle for each day that any Vehicle does not have an operational and active Global Positioning System unit.
8. The District may deduct \$150.00 per Vehicle for each day that any Vehicle does not have an operational and active camera.
9. The District may deduct \$100 per Vehicle for each day that any Vehicle does not meet all contractual requirements; provided, however, that the District may not utilize this subsection if it has deducted funds pursuant to another subsection of section III (G).
10. The District may deduct \$50.00 for each bus stop made without authorization from the District.
11. The District may deduct \$50.00 for each time the Manager is not available to respond to a reasonable request for a telephone or personal conference.
12. The District may deduct \$50.00 per Student for each Student the Contractor fails to appropriately drop off at the correct School location or their home and/or designated drop-off point.
13. The District may deduct 100% of the Daily Rate for each occurrence of a pre-school through 5th grade Student being dropped off when the parent or other authorized person is not there to meet the Student or a Student of any age is left unattended on a Vehicle (e.g., a sleeping student).
14. The District may deduct \$50.00 for each occurrence of a breakdown or accident in which the District is not immediately notified after emergency services are summoned.
15. The District may deduct \$100.00 for each violation of a Contract requirement that is not defined in this Section G.
16. The District must notify the Contractor of penalties assessed within thirty (30) days so that the Contractor has the opportunity to

investigate the matter in order to either correct the cause of the penalty(ies) or to establish the Contractor did not cause the delay(s). If the District fails to alert the Contractor within thirty (30) days of any penalties, the penalties will be waived.

H. The Contractor shall allow the District or its duly authorized agents to inspect all books and records related to invoices sent to the District. The Contractor shall consent and agree to audits of any and all books and records relating to the invoices reasonably requested by the District.

IV. VEHICLES

The Contractor agrees and is responsible for the following conditions regarding buses, and other student transportation vehicles used to perform the Services (all, collectively, "Vehicles" and each, individually, a "Vehicle"), under the terms of this Contract.

- A. Vehicles will be furnished in such number as deemed necessary by the District for the transportation of Students.
- B. All Vehicles and other equipment used to provide Services shall be maintained in compliance with all laws, rules, regulations, and policies of Federal, State, and local governments pertaining to Vehicles. It shall be the responsibility of the Contractor to ensure that all Contractor-employed personnel are familiar with all the aforesaid laws, rules, regulations and policies.
- C. At least one week prior to the start of each school year, and updated as necessary, the Contractor shall provide the District with a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the Services, including, without limitation, the following information: the fleet number, route number, year of manufacture, make of the chassis, make of body, and seating capacity. No Vehicles older than 10 years shall be used on any route during the term of the Contract. If any Vehicle is permanently replaced in the course of the school year, upon prior written notice to and approval from the District, it shall be replaced with a newer or equivalent-in-age Vehicle.
- D. All Vehicles must be maintained so as to insure proper starting, good visibility and safe operation during all types of weather.
- E. Throughout the term of this Contract, the Contractor must present to the District a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
- F. The interior of all Vehicles must be kept at comfortable temperatures while providing Services for Students. All vans, lift buses, and type Its must be air-conditioned.

- G. The interior and exterior of all Vehicles must be kept clean and in good repair.
- H. All Vehicles must be equipped with a two-way radio or comparable communication device (e.g., cell phone) with a range that covers the entire transportation area to ensure constant contact between Contractor and Vehicle Operators. The radios must be interoperable with the radio system the District is currently using. The District radios currently transmit on a UHF band and can transmit and receive on analog or DMR. The District requires the ability to contact drivers directly.
- I. All Vehicles must have high resolution digital video systems, in good working order, that are recording at all times Services are being performed. The recordings are to be provided, as needed, without charge to the District as a DVD, or comparable device, able to be viewed on Microsoft software. Such video systems must have enough capacity to hold the two previous weeks' recordings. Such videos systems must be operable in extreme cold and hot temperatures and have automatic day and night settings. Video systems shall be installed in a tamper-proof way so they cannot be disconnected.
- J. All Vehicles must be equipped with Global Positioning Systems in good working order. The GPS must be able to show the current location of the Vehicle, exact path of the Vehicle, stops made, and the speed of the Vehicle. The District must have immediate web access to the GPS without charge.
- K. All Vehicles must be equipped with front mounted pedestrian safety arms.
- L. All Vehicles shall be equipped with electronic "Child Check Systems" to ensure no students are left on any Vehicle after a run.
- M. The Contractor must maintain Vehicles in compliance with all Federal, State and local laws, rules and regulations.
- N. The Contractor must provide the District, on request, copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and related equipment and shall keep written records showing such inspections, as required by law, so that the District or its authorized agents may, at any time, request the written record of the inspections made by the Contractor.
- O. The Contractor shall, at its sole expense, be responsible for obtaining and maintaining a parking lot for the Vehicles and for the security and safety of the Vehicles.
- P. The Contractor shall allow the District or its duly authorized agents to inspect any and all Vehicles and their operation, at reasonable times, by: (1) riding the same as

a passenger; (2) having them mechanically inspected; or (3) using any other reasonable means. The Contractor shall assist the District and such agents in effecting said inspections and shall provide the District with access to the Vehicles for inspection purposes.

- Q. The District or any authorized agent may, with written notice, require Contractor to discontinue use of any Vehicle which the District judges to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.
- R. Upon request from the District, the Contractor shall provide buses and drivers twice a year, or more frequently if required by law, with no additional charge or cost, to all Schools for Bus Evacuation Training.
- S. Route numbers shall appear on printed forms on the aide windows and rear of all Vehicles. All lettering must be in accordance with the applicable State regulations. The District may require permanent lettering, such as route numbers, letters, school district(s), and/or school(s).
- T. The Contractor shall provide standby Vehicles in such numbers as are necessary to ensure no lapse in Service. Such standby Vehicles shall meet all of the requirements of this Contract.
- U. The District shall purchase all fuel used in the performance of the Services. The District will purchase such fuel directly from a fuel vendor and arrange for such fuel to be delivered to a fuel storage tank provided by the Contractor at the Terminal where the Vehicles providing the Services are located. Any liability resulting from the fuel tank, storage, or delivery of fuel will be solely the Contractor's. The Contractor will be responsible for ensuring there is enough fuel in the tank at all times to meet the needs of this Contract. Fuel purchased by the District shall be strictly limited to use for the Services. Upon request, the Contractor will provide to the District a fuel report including the following information: Route Number, Registration Number, Mileage, Number of Gallons Pumped into Vehicle, and the Date.
- V. In the event that the District or any government agency imposes other 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 District in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach agreement regarding applicable price increases, either party may terminate this Contract upon not less than 60 days prior written notice to the other party.

V. VEHICLE OPERATORS

The Contractor agrees and is responsible for the following conditions regarding operators of Vehicles (all, collectively, "Vehicle Operators" and each, individually, a "Vehicle Operator"):

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Vehicle Operators shall be of good character and be able to use sound judgment. Subject to any applicable confidentiality requirements, the District reserves the right to review all personnel records of personnel used in the performance of the Services. All Vehicle Operators shall be properly licensed and qualified by the State, and no other Vehicle Operators may be used. All Vehicle Operators shall be in compliance with all Federal, State and local laws, rules and regulations applicable to Vehicle Operators. This shall include, but not be limited to, training pursuant to Connecticut Public Act 18-185.
- B. The Contractor shall provide the District upon request, the following information concerning each Vehicle Operator and shall keep the list of Vehicle Operators and applicable personnel information on file updated so that it is available to the District upon request, including, without limitation, the following information:
 - 1. Name of Vehicle Operator;
 - 2. Address;
 - 3. Telephone number;
 - 4. Date of birth;
 - 5. Certificate of physical examination;
 - 6. Record of previous driving experience;
 - 7. Report on previous motor vehicle violations, as available from the Department of Motor Vehicles;
 - 8. Report on previous criminal violations, as reported to and investigated by the Contractor;
 - 9. Date and number of current commercial driver's license with passenger endorsement;
 - 10. School bus route assignment;
 - 11. Certification that the Vehicle Operator has successfully completed a school bus drivers' training program approved by the State; and
 - 12. Proof of a relevant background check as required by State law for individuals having regular contact with school-aged children.
- C. At its own expense and in accordance with all State and Federal requirements, the Contractor shall provide for physical examinations of those persons it shall employ as Vehicle Operators.
- D. The Contractor shall provide an ongoing program of classroom and road training, at its expense in accordance with Federal, State and local laws, rules and regulations, to assure continued State certification of all Vehicle Operators. Vehicle Operators who

do not meet the annual State minimum training requirements shall not be permitted to provide Services. The Contractor shall have a school bus safety program consisting of monthly meetings with Vehicle Operators to, in part, address driver responsibility and procedures related to the Services. Vehicle Operators will be mandated to attend such meetings. The Contractor shall allow the District to actively participate in the school bus safety program, including, without limitation, the setting of agenda for the monthly meetings and/or the attendance at such meetings. Vehicle Operators hired with a current school bus license must receive a minimum of six (6) hours on-the-road training before they are eligible to provide Services.

- E. The Contractor shall make all persons providing Services, including, without limitation, the Manager, Dispatchers, Vehicle Operators and driver trainer, available for meetings with the District upon request.
- F. The District may require the Contractor to cease using a Vehicle Operator at any time and for any reason provided that the District shall make such request in writing, state the reasons therefore and that such request does not violate applicable local, State and Federal laws and regulations. It may further require the Contractor change a Vehicle Operator from a particular route or replace the Vehicle Operator within twenty-four (24) hours after notification. The Vehicle Operator shall not thereafter be reinstated without approval of the Superintendent or his or her designee. Failure of the Contractor to comply with a directive under this paragraph shall constitute a breach of Contract.
- G. The Contractor shall conduct all background checks, including those under the State's sex offender registry, prior to assigning a Vehicle Operator to a route. This includes all background checks required by Connecticut General Statutes Section 10-222c and Public Act 16-67 and any other law related to persons having contact with school-aged children and students. The District reserves the right to reject any Vehicle Operator who fails any of the conditions stated in this section.
- H. The Contractor shall comply with all Federal, State and local laws, rules and regulations regarding drug and alcohol testing. Proof of compliance shall be available to the District upon request.
- I. No alcoholic beverages or illegal drugs or substances may be brought to or consumed upon a District's premises, School property or in any Vehicle by any employee or agent of the Contractor or Vehicle Operators, nor shall any such employee or agent or Vehicle Operator be under the influence of or impaired by any alcoholic beverages), or illegal drugs or substances while in performance of Services. Additionally, no smoking is allowed on the Vehicles, or on School property by Contractor's employees and agents or Vehicle Operators.
- J. The Vehicle Operator is responsible to see that all Students are seated and remain seated while the Vehicle is in operation.

- K. The Vehicle Operator does not have authority to refuse any Student who is eligible for Services the right to ride in the Vehicle.
- L. Contractor will comply with minimum wage standards set by law as to all its employees while they are engaged in work under this Contract.
- M. The Contractor shall employ a qualified "Driver Trainer" who will also personally travel each route with the assigned Vehicle Operator at least once a year to survey not only the Vehicle Operator's performance but route hazards and equipment efficiency. At the end of each month, the Contractor shall provide the District a report detailing the routes and Vehicle Operators that were observed by the Driver Trainer pursuant to the requirements of this section. The Driver Trainer must also perform random road checks, with Students on Vehicles, upon a School District's request and submit written reports of such checks to the District. The Driver Trainer shall not be a regularly scheduled Vehicle Operator.
- N. Each Vehicle Operator will remain aboard his or her assigned Vehicle at all times that Students are aboard said Vehicle.
- O. Each Vehicle Operator will comply with State regulations limiting the amount of time motor vehicles are allowed to idle.
- P. Under no circumstances shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by the District, nor shall a Vehicle Operator remove a Student from a Vehicle providing Services hereunder before reaching the Student's intended destination, except in the case of an emergency.
- Q. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason, the Vehicle Operator must immediately notify the Dispatcher(s), who will immediately notify the District.
- R. The Vehicle Operator shall not make unauthorized stops or conduct personal business while performing Services, including, without limitation, the use of a cell phone or texting or similar device, including head phones or ear buds.
- S. The District may use monitors on Vehicles at any time Services are being provided. Upon request, the Contractor shall facilitate the use of monitors through route modifications, monitor pick-up or delivery, monitor oversight, or such other functions as deemed necessary by the District. Vehicle Operators will be expected to assist monitors to enforce reasonable discipline on the Vehicle.

- T. The Contractor shall provide standby Vehicle Operators in such numbers as are necessary to ensure no lapse in Service and no less than an amount that is fifteen percent (15%) of the total of all Vehicle Operators. Such standby Vehicle Operators shall meet all the requirements of this Contract.
- U. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements to which the Contractor is a party.

VI. STUDENTS

- A. The Contractor must have a procedure in place to insure no Student is left on any Vehicle at the end of a run and after drop-off. In no event, shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student.
- B. Only individuals specifically designated or authorized by the District and/or the Contractor will be allowed to ride the Vehicles.
- C. The District hereby delegates to the Contractor the necessary authority to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the District. If monitors are on the Vehicles, the Contractor and Vehicle Operators shall assist monitors to enforce discipline. If the District supplies a rule book to the Contractor, the Contractor and its employees are responsible for knowing and enforcing such rules. Such authorization shall not, however, include the right to administer corporal punishment, nor the right to remove any Student from the Vehicle before it reaches its destination or otherwise under circumstances which may, or are likely to, result in injury or danger to any Student.
- D. The Contractor shall be fully responsible for the care and supervision of Students during their transportation. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at the designated place and is clear of the roadway.
- E. In the event of disciplinary infractions by Students on Vehicles which in any way imperil safe operations, Vehicle Operators shall stop the Vehicle immediately, inform the Manager via radio of the foregoing and not proceed until discipline is restored. The Vehicle Operator shall report all such occurrences to the Contractor, and the Contractor shall notify the School the student attends for action. However, a Student shall not be "put off" a Vehicle as punishment by the Vehicle Operator for any reason while the Vehicle is in transit, thereby exposing the Student to the hazards of walking either on the way to School or on the way home. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior. The

names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported to the appropriate School administrator.

- F. The Contractor agrees that, in transporting Students, there will be no transferring of Students from Vehicles without the express permission of the District.
- G. The Contractor, along with the respective Vehicle Operator, will be responsible for the safety and supervision of the Students transported under the Contract. No pre-school through 5th grade Students are to be released without supervision. If there is no one to meet the Student, the Student is to be kept on the Vehicle and the applicable Dispatcher and the Manager are to be notified IMMEDIATELY. The Dispatcher and/or Manager is then to notify the District for further instructions.
- H. Any infraction of regulations by Students will be reported to the District on such forms or in such manner as determined by the District. If a meeting is required to deal with any discipline issue, whether with the District or a destination School, the Contractor shall make the Vehicle Operator available for said meeting.

VII. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the District and their respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations arising from or relating to: (1) the Contractor's breach of this Contract; (2) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (3) any other action or event arising out of or in any way connected with this Contract except to the extent that such loss, liability, damage, penalty, expense or fee arises from or is caused by the negligence or willful misconduct of District, its agents or employees, student-upon-student violence; a change in routing requested by the District; or Contractor's good faith adherence to District's policies, procedures, directives. The Contractor agrees that the District shall have the right to participate in the defense of any such claim through counsel of their choosing. This indemnity shall not be affected by other portions of this Contract.

VIII. LAWS AND BOARD POLICIES

- A. The Contractor shall comply with the laws, rules, regulations and policies of Federal, State, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar and abide with all of the aforesaid laws, rules, regulations and policies as well as the contents of any transportation manual or other rules, regulations and policies which the District might publish.

- B. The Contractor will comply with the State Occupational Safety and Health Act ("SOSHA") and the Toxic Substance Act ("Right To Know Act") with respect to all operations or activities on School premises or otherwise in performance of the services.
- C. The Contractor must be familiar and comply with any and all policies or regulations of the District which affect the Services and that have been or will be distributed to it during the term of this Contract.
- D. The Contractor will comply with and shall cooperate with the District in its compliance with all requirements of the Family Educational Rights and Privacy Act ("FERPA") and any and all future regulations, requirements, and writings promulgated thereunder.

The Parties agree that all District student records, District student information and District student-generated content provided to the Contractor and/or accessed by the Contractor or its employees or agents shall be provided and/or accessed in accordance with the attached Student Data Terms of Service Addendum.

IX. COMPLAINTS

The Contractor will investigate all complaints, keep a log of such complaints, and will report any action taken to the District or any authorized agent of the District, within 24 hours from such action.

X. ACCIDENTS AND BREAKDOWNS

Any accident involving a Student or the Services shall be IMMEDIATELY reported orally to the emergency number(s) provided by the District. The Contractor shall send a Manager, Dispatcher, or Driver Trainer to the scene of each accident, who will obtain all appropriate information to fill out an accident report. The Contractor shall: (1) prepare a written report of any such event and deliver it to the District as soon as possible but not later than 24 hours after such event; and (2) provide the District with a copy of the police report issued for such event as soon as such report is available. If a Vehicle breakdown occurs, the Vehicle Operator shall immediately notify the Contractor and the Contractor shall immediately send a replacement Vehicle and notify the District.

XI INSURANCE

- A. The Contractor will, at its own cost and expense, provide, prior to the execution of this Contract and prior to July 1 during each year of this Contract thereafter, evidence of Insurance, in form and substance satisfactory to the District, written by sureties or insurers licensed in the State. At least twenty (20) days prior to the renewal date for such insurance coverage, the Contractor will provide, at its own cost and expense, evidence to the District of such renewal., All certificates shall be approved by the

District prior to commencement of the Services. The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. Such Certificates of Insurance shall contain a provision that the District and the Town of Somers and their respective agents and employees are "Additional Insureds" on all policies. In addition, the District shall be given 30 calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract.

- B. The policies required under this Contract shall be with an insurance company with an AM Best Rating of A-VII or better, licensed to write such insurance in the State and acceptable to the District.
- C. If, at any time, any of the insurance policies shall be or become unsatisfactory to the District, in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the District, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to the District for approval.
- D. The failure of the Contractor to maintain the required insurance or to timely furnish or deliver the insurance certificates shall give the District the right, at their election, to terminate the Contract in accordance with Article XIII hereof.
- E. The policies of insurance shall include, but not be limited to, the following:
 - 1. The Contractor shall provide and maintain in force for the full term of the Contract Workers' Compensation Insurance in accordance with the statutory requirements of the State of Connecticut and with Employer's Liability limits of at least \$1,000,000.
 - 2. The Contractor shall maintain general liability insurance for bodily injury, Personal Injury, Independent Contractors, and Contractual Liability and Property Damage, with a combined single limit of not less than \$10,000,000 per accident.
 - 3. The Contractor shall maintain automobile liability insurance for Bodily Injury, Property Damage, and Contractual Liability with a combined single limit of not less than \$10,000,000 per accident.
- F. The Contractor and its insurers shall waive all rights of subrogation against the District, the Town of Somers, and their respective officers, agents, servants and employees, for losses arising from work performed under the Contract or the negligence or willful misconduct of Contractor.
- G. All policies required under this Article XI shall be primary to any policies of insurance available to the District.

XII. PERFORMANCE BOND

- A. The Contractor shall furnish, upon request, to the District a Surety Performance Bond (Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the District assuring the faithful performance of the Contract. The Bond shall be equal to 100% of each year's estimated Contract price as reviewed and agreed upon by the District. The Contractor must send such Performance Bond to the District prior to the commencement of each school year, unless such requirement is waived by the District in writing. Each such Performance Bond shall be furnished by a surety company, acceptable to the District and licensed and authorized to do business in the State. If the District requests a Performance Bond, the Bond shall be provided at the rate set forth on Exhibit B.
- B. Failure to deliver the Performance Bond upon request shall be considered a default under this Contract. Should the Contract price for any year increase during the year, the District may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of the school year.

XIII. DEFAULT AND TERMINATION OF CONTRACT

A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the District:

- 1. has failed to provide the level of required Services;
- 2. has failed to fulfill Services required in accordance with agreed schedules;
- 3. has become insolvent;
- 4. makes an assignment for the benefit of creditors;
- 5. files a voluntary petition in bankruptcy;
- 6. is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days;
- 7. abandons the Services;
- 8. subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein;
- 9. fails to provide the insurance required under Article XI;
- 10. fails to provide the Performance Bond required under Article XII; or

11. fails to comply with any other term or condition contained in the Contract; then the District shall have the remedies described in this Section.
- C. If any item in subsection A above occurs, the District shall give the Contractor thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, Contractor has not remedied the purported violation or taken steps to do so, the District may terminate this Contract.
- D. If any item in subsection A1, 2 or 11 occurs and relates to a certain route, the District may remove such route from the Contract and assign it to another transportation service provider.
- E. The above remedies are in addition to any other remedies the District may have against the Contractor.
- F. In the event of Contract termination by the District, the District's payment obligations under the Contract shall cease as of the last date on which Services were properly performed by the Contractor.
- G. Upon termination of this Contract pursuant to this Article, the Contractor (and its surety) will be responsible for all the District's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract. The Contractor and/or surety company will be responsible to secure comparable alternate transportation for the District. If after 48 hours, comparable transportation has not been arranged, the full amount of the Performance Bond or 100% of the annual cost will be paid to the District.
- H. In the event of Contract termination by the District and the necessity to bid or otherwise negotiate a new contract for transportation services with another contractor, the Contractor will be responsible for indemnifying the District for costs incurred in obtaining a new contract including any and all increases in costs for transportation services for the duration of the term of the original Contract.
- I. Notwithstanding the foregoing, the Contractor or the District may terminate this Contract for convenience upon not less than 180 days prior written notice to the non-terminating party.

XIV. INDEPENDENT CONTRACTOR

The Contractor and its employees shall not be held or deemed in any way to be the agent or employee of the shall be, and is to be considered, an independent contractor.

XV. ASSIGNMENT

The Contractor will not assign or subcontract any part of this Contract without the prior written approval of the District, which approval shall not be unreasonable delayed or withheld. For purposes of this Section, a transfer of more than twenty percent (20%) of the capital stock of the Contractor shall be deemed to be an assignment.

XVI EQUAL OPPORTUNITY

The District is an equal opportunity employer and purchaser. The Contractor hereby agrees that, in connection with the Services, no employee, applicant for employment, or vendor will be discriminated against based upon characteristics that are considered protected classes under the applicable laws and/or regulations of the United States or the State (collectively, the "Laws").

XVII NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. The Contractor agrees and warrants that, in the performance of this Contract, it will not discriminate or permit discrimination against any person or group of persons based upon characteristics that are considered protected classes under the applicable Laws. The Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to characteristics that are considered protected classes under the applicable Laws.
- B. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor in connection with this Contract, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission").
- C. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, or each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments pursuant to Connecticut General Statutes (the "Statutes") Section 46a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor agrees to comply with each provision of Sections 46a-60, 46a-60a, 46a-68f of the Statutes, and with each regulation or relevant order issued by said Commission pursuant to Statutes Section 46a-56, 46a-68e and 46a-68f, and any other applicable Statutes and/or regulations enforced by the Commission.
- E. The Contractor agrees to provide the Commission and the District with such information requested by them, and permit access to pertinent books, records and

accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of Statutes Sections 46a-56 and 46a-60. If this Contract is deemed a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in performance of the Services.

XVIII AMERICANS WITH DISABILITIES ACT OF 1990

This clause applies to those contractors or subcontractors providing the Services, which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections §12101-12189 and Sections §12201.12213) (Supp. 1993); 47 USCS Sections §225.611 (Supp. 1993) (the "Act"). During the term of this Agreement, the Contractor represents that it is familiar with the terms of the Act and that it is in compliance with the Act. The Contractor warrants that it will hold the District harmless from any liability, which may be imposed upon the District as a result of any failure of the Contractor to be in compliance with the Act. Where applicable, the Contractor agrees to abide by the provisions of Section §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC Section §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

XIX. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State.
- D. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by all parties.
- E. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered: (1) personally (2) by a nationally recognized overnight delivery service or (3) by the United States Postal Service, 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:

To the District:
Somers Board of Education

1 Vision Boulevard
Somers, CT 06071

To the Contractor:
First Student, Inc.
3 Ricom Way
Providence, RI 02909

With a copy to:

FirstGroup America
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel

- F. No failure by the District to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.
- G. This Contract may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart. A signature upon this Contract delivered by facsimile or other electronic means shall be as effective for all purposes as an original.
- H. This Contract may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart. A signature upon this Contract delivered by facsimile or other electronic means shall be as effective for all purposes as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives to this Contract for Transportation Services as of the day and year first written above.

Board of Education of the Town of Somers, Connecticut

By: _____

Its: _____
Duly Authorized

Dated: _____

First Student, Inc.

By: _____

Its: _____
Duly Authorized

Dated: _____

EXHIBIT A

SCHOOLS

Somers 180 Days

Somers High School	7:30am 2:15pm
Cheney Tech	7:20am 2:03pm
Rockville High School	7:27am 1:54pm
Mabelle B Avery Middle School	7:35am 2:20pm
Somers Elementary School	8:40am 3:10pm

EXHIBIT B

Price Schedule

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the transportation services, hereby proposes and agrees to fully perform the transportation services within the time stated and in strict accordance with the Proposal Documents and the “Contract for Transportation Services,” including furnishing any and all labor and materials, and to do all of the transportation services required to complete said transportation services in accordance with the proposal documents and the, “Contract for Transportation Services,” for the following sum of money:

Assigned stop to school and school to assigned stop (cost per vehicle per day, max: 4 hours)

	# of veh.	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Type 1	12	\$332.83	\$342.81	\$353.09	\$363.68	\$374.59
Type II	2	\$301.90	\$310.96	\$320.29	\$329.90	\$339.80
Van	0	\$284.25	\$292.78	\$301.56	\$310.61	\$319.93
Type II Lift	1	\$301.90	\$310.96	\$320.29	\$329.90	\$339.80

Cost per hour (excess time over 4 hours; mid-day runs, late runs, etc.)

Type 1	\$62.08	\$63.94	\$65.86	\$67.84	\$69.87
Type II	\$62.08	\$63.94	\$65.86	\$67.84	\$69.87
Van	\$62.08	\$63.94	\$65.86	\$67.84	\$69.87
Type II Lift	\$62.08	\$63.94	\$65.86	\$67.84	\$69.87

Charter trips/field trips (cost per hour)

Cost/hour	\$67.97	\$70.01	\$72.11	\$74.27	\$76.50
Minimum	2 hours	2 hours	2 hours	2 hours	2 hours

Bus monitors (cost per hour)

Cost/hour	\$26.72	\$27.52	\$28.34	\$29.19	\$30.07
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EXHIBIT C

BUS FLEET REPLACEMENT SCHEDULE

YEAR	VEHICLE	QUANTITY
2022-2023	TYPE 1	1
2022-2023	TYPE 2	1
2023-2024	TYPE 1	8

STUDENT DATA TERMS OF SERVICE ADDENDUM

For the purposes of this Agreement, “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:

1. All student records, student information, and student-generated content (collectively, “student data”) provided or accessed pursuant to the Agreement are not the property of, or under the control of the Contractor.
2. The District shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The District may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The District may request the deletion of student data by written notice to the Contractor. Such request shall include sufficient data for the Contractor to determine the student data to be deleted.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by contacting the District which shall then send a written request for the review of such personally identifiable information contained in student data to the Contractor.
5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor shall notify the District, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. 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 a more detailed 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. Contractor's notice shall include the following information to the extent known at the time of notification: A. Date and time of the breach or unauthorized disclosure or acquisition; B. Names of student(s) whose data was released, disclosed or acquired; C. The nature and extent of the breach, and; D. The Contractor's proposed plan to investigate and remediate the breach.

7. Student data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and the District, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.
8. The Contractor and the District shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time ("FERPA"). If Contractor will have access to "education records" of District's students as defined under FERPA, then District represents and warrants that it has determined that the 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. Contractor is and will remain under the direct control of the District 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 Agreement including to (a) develop, improve, and customize any and services provided to the District; (b) comply with any applicable law or regulation.
9. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the District.
10. If any provision of the Agreement or the application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other Connecticut Commission for Educational Technology Version 1.0 provisions or applications of the Agreement which can be given effect without the invalid provision or application.
11. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

12. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

2022-23 SOMERS PUBLIC SCHOOLS CALENDAR – DRAFT #2

AUGUST '22						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

25-31 Full Day PD

FEBRUARY '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

20 Presidents' Day
21. Full Day PD

SEPTEMBER '22						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1 **FIRST DAY OF SCHOOL**
5 Labor Day
30 Early Release - PD

MARCH '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

9, 10 SES Early Release – PC
24 Early Release - PD

OCTOBER '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10 Columbus Day
28 Early Release - PD

APRIL '23						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

07 Good Friday
10-14 Spring Vacation
28 Early Release - PD

NOVEMBER '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

3 SHS Early Release - PC
8,10 MBA Early Release - PC
11 Veterans Day
23 Early Release
24-25 Thanksgiving

MAY '23						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19 Early Release – PD
29 Memorial's Day

DECEMBER '22						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

7-9 SES Early Release – PC
23 Early Release
26-30 Winter Vacation

JUNE '23						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6 **Early Release:**
LAST DAY OF SCHOOL
(tentative)
7 Full Day PD

JANUARY '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13 Early Release - PD
16 M.L. King Day
27 Early Release - PD

Yellow Shade = No School
Green Shade = Early Release
Orange Shade = Parent Conf.
(Early Release)

NOTE: Early release days may be cancelled if school is on a delayed opening. Schools will have their normal dismissals.

PD = Professional Development
PC = Parent Conferences

BOE Approval: **DRAFT**

2022-23 Budget Detail by Category

CATEGORY	ITEM	2021-22	2022-23	INC/DEC	% + / -
Salaries	Teachers	11,207,686	11,333,622	125,936	1.12%
	Secretaries/Paraprofessionals	1,849,640	2,105,495	255,855	13.83%
	Administrators	1,601,987	1,637,426	35,439	2.21%
	Custodians/Maintainers	892,182	916,864	24,682	2.77%
	Other Instructional	552,541	619,193	66,652	12.06%
	Nurses	259,233	270,533	11,300	4.36%
	Medical Advisor	1,500	1,500	-	0.00%
	SUBTOTAL	16,364,769	16,884,633	519,864	3.18%
Insurance & Benefits	Health Insurance	3,172,400	3,535,640	363,240	11.45%
	Social Security	514,900	518,200	3,300	0.64%
	Pension	206,138	210,938	4,800	2.33%
	Workman's Comp	106,000	106,000	-	0.00%
	Property / Liability	93,225	110,025	16,800	18.02%
	Long Term Disability	44,000	46,000	2,000	4.55%
	Life Insurance	27,600	30,000	2,400	8.70%
	School Board Legal	10,300	10,000	(300)	-2.91%
	Unemployment	5,000	5,000	-	0.00%
OPEB	32,300	25,902	(6,398)	-19.81%	
SUBTOTAL	4,211,863	4,597,705	385,842	9.16%	
Tuition	Special Education	1,038,300	1,119,469	81,169	7.82%
	Non-Special Education	132,800	162,450	29,650	22.33%
	SUBTOTAL	1,171,100	1,281,919	110,819	9.46%
Transportation	Regular Transportation	790,200	813,046	22,846	2.89%
	Special Education Transportation	375,300	375,300	-	0.00%
	Athletics/Field Trips	39,950	40,350	400	1.00%
	SUBTOTAL	1,205,450	1,228,696	23,246	1.93%
Utilities	Electricity	416,800	468,000	51,200	12.28%
	Fuel	124,700	130,635	5,935	4.76%
	Telephones	41,700	44,000	2,300	5.52%
	SUBTOTAL	583,200	642,635	59,435	10.19%
Maintenance	General/Dept Maint	538,933	611,585	72,652	13.48%
	Custodial Supplies	37,800	42,000	4,200	11.11%
	SUBTOTAL	576,733	653,585	76,852	13.33%
Instructional Resources	Books, Textbooks, Workbooks	72,420	161,960	89,540	123.64%
	Technology AV Materials	61,980	94,360	32,380	52.24%
	General & Dept Supplies	164,509	172,070	7,561	4.60%
	SUBTOTAL	298,909	428,390	129,481	43.32%
Extracurricular	Coaches	181,624	196,253	14,629	8.05%
	Activity Advisors	59,108	62,971	3,863	6.54%
	Athletic/Academic Act	90,400	90,300	(100)	-0.11%
	SUBTOTAL	331,132	349,524	18,392	5.55%
Equipment	New and Replacement	305,430	380,990	75,560	24.74%
Admin Overhead	Postage, Dues, Travel, BOE Exp, Supplies	191,156	211,695	20,539	10.74%
COVID	Pandemic-related supplies	0	-	-	0.00%
GRAND TOTAL		25,239,742	26,659,772	1,420,030	5.63%