Regular Meeting

Tuesday, October 18, 2022 7:00 PM
Regular Meeting - Hybrid via Zoom and In-Person Please click the link below to join the webinar: https://us06web.zoom.us/j/81057883530 Or Telephone: US: +1 301 715 8592 or +1 646 558 8656 Webinar ID: 810 5788 3530, 601 Matianuck Avenue, Windsor, CT 06095

1. **Call to Order, Pledge to the Flag, Moment of Silence**
2. **Recognitions/Acknowledgements**
3. **Audience to Visitors**
4. **Consent Agenda**
   a. Financial Report
   b. Enrollment Report
   c. Food Service Report
   d. Human Resources Report
5. **Approval of Minutes**
   a. September 20, 2022 Regular Meeting
   b. October 4, 2022 Special Meeting
6. **Student Representative Report**
7. **Board of Education**
   a. President's Report
   b. Review DATTCO Bus Contract (Possible Action)
   c. School Liaison Reports
      1. Windsor High School
      2. Sage Park Middle School
      3. Clover Street School
      4. John F. Kennedy School
      5. Oliver Ellsworth School
      6. Poquonock School
8. **Superintendent's Report**
   a. WHS Program of Studies 2023-2024, 1st Reading
   b. Discussion on Windsor School Administrators' and Supervisors' Association (WSASA) Contract (Executive Session and Possible Action)
9. **Committee Reports**
10. **Other Matters/Announcements/BOE Meetings**
    a. BOE Special Meeting, Tuesday, November 1, 2022, 6:30 PM, LPW, Board Room
    b. BOE Curriculum Committee, Thursday, November 10, 2022, 4:30 PM, Virtual
    c. Next BOE Regular Meeting is Tuesday, November 15, 2022, 7:00 PM, LPW, Board Room
11. **Audience to Visitors**
12. **Adjournment**

WINDSOR BOARD OF EDUCATION

AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: October 18, 2022

PREPARED BY: Danielle Batchelder

PRESENTED BY: Danielle Batchelder, Director of Business Services & Human Resources

ATTACHMENTS: September 30, 2022 Financial Report

SUBJECT: Financial Report

BACKGROUND:

A report of operating expenditures is prepared monthly for the Board of Education. The report details monthly and year-to-date expenditures for each site within Windsor Public Schools.

STATUS:

The attached report is for the month of September 2022

There were no inter-site transfers during the month.

RECOMMENDATION:

No action is necessary. The report is for information only.

The Secretary of the Board of Education should include the following in the minutes of this Board of Education meeting:

Expenditures & Encumbrances through September 30, 2022	$15,203,389

Reviewed by: _____ **Recommended by the Superintendent:** THIS 6

Agenda Item # 4.a.

Financial Report
September 30, 2022

	2022-2023 Budget	Expenditures YTD 9/30/2022	Encumbrance	Balance 6/30/2023	% Balance
Instructional Services					
Clover Street School	63,170	12,164	4,576	46,430	**74%**
John F. Kennedy School	84,950	30,351	9,856	44,743	**53%**
Oliver Ellsworth School	86,730	28,179	10,318	48,233	**56%**
Poquonock School	69,300	17,507	1,506	50,287	**73%**
Sage Park Middle School	210,935	57,254	16,739	136,942	**65%**
Windsor High School	380,644	71,022	31,505	278,117	**73%**
Windsor High School Interscholastic Sports	207,000	116,357	63,386	27,257	**13%**
Athletic Coaches	295,000	0	0	295,000	**100%**
WHS Career & Technical Education	59,745	7,796	13,885	38,064	**64%**
Continuing Education	70,400	16,625	235	53,540	**76%**
Instructional Mgt. & Curriculum Development	220,163	89,966	45,830	84,367	**38%**
Magnet School Tuition	1,460,600	0	0	1,460,600	**100%**
Technology	1,314,609	926,375	149,734	238,500	**18%**
Total Instructional Services	**4,523,246**	**1,373,596**	**347,570**	**2,802,080**	**62%**
Education Support Services					
Pupil Personnel Services	448,250	58,029	20,859	369,362	**82%**
Special Education	98,400	15,723	8,489	74,188	**75%**
Special Education Tuition	5,584,894	681,437	42,048	4,861,409	**87%**
Policy & Planning	136,386	55,112	12,049	69,225	**51%**
Employee Personnel Services	148,400	37,113	2,612	108,675	**73%**
Financial Management	268,340	50,303	112,237	105,800	**39%**
Financial Services	38,500	17,568	0	20,932	**54%**
Pupil Transportation & Safety	3,735,898	329	0	3,735,569	**100%**
Special Education Transportation	2,345,697	74,916	175,234	2,095,547	**89%**
Physical Plant Services	2,051,850	690,402	1,284,451	76,997	**4%**
Major Maintenance	486,000	48,717	9,099	428,184	**88%**
L.P. Wilson Center	254,800	31,554	181,393	41,853	**16%**
Benefits	11,321,867	2,329,565	278,982	8,713,320	**77%**
Certified Salaries	33,707,758	5,086,858	0	28,620,900	**85%**
Non-Certified Salaries	9,994,928	2,001,608	0	7,993,320	**80%**
Regular Ed Tutor Salaries	350,434	44,934	0	305,500	**87%**
Special Ed Tutor Salaries	289,680	51,789	0	237,891	**82%**
Substitute Salaries	699,108	78,813	0	620,295	**89%**
Total Education Support Services	**71,961,190**	**11,354,770**	**2,127,453**	**58,478,967**	**81%**
Total All Sites	**$76,484,436**	**$12,728,366**	**$2,475,023**	**$61,281,047**	**80%**

WINDSOR BOARD OF EDUCATION

AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: October 18, 2022

PREPARED BY: Danielle Batchelder
Director of Business Services
& Human Resources

PRESENTED BY: Danielle Batchelder

ATTACHMENTS: Student Enrollment Report & Recap

SUBJECT: Student Enrollment as of October 1, 2022

BACKGROUND:

Attached are the enrollment figures as of October 1, 2022. Mrs. Batchelder will answer any questions.

STATUS:

In prior BOE enrollment reports, the enrollment report grouped all students into one category labeled "Outside Placement/Private Placement (SPED)". Beginning in September 2016, the Out Placement/Private Placement (SPED) line was separated into two categories:

1. *Out of District Placement-Special Education students*
2. *Private Placement Special Education students*

Out of District - Special Education: Those students who are placed at a Connecticut State Department of Education (CSDE) approved private special education program as recommended by a planning and placement team (PPT) as part of a student's individualized education program (IEP). Additionally, this category may include a family who moves into Windsor with a child who has a disability who has already been placed in a private special education program and/or children who are placed in Windsor foster home(s) by the Department of Children and Families (DCF) and are already enrolled in a private special education program.

Private Placement - Special Education: Those students who have been identified special education through the planning and placement team (PPT) process that have been parentally placed at a non-public school located in Windsor (i.e., St. Gabriel, Trinity Christian, Madina Academy, Praise Power & Prayer, etc.).

RECOMMENDATION:

Informational

Reviewed by: _____ **Recommended by the Superintendent:** TH/SB

Agenda Item # 4.b.

Windsor Public Schools
Student Enrollment Report
October 1, 2022

Enrollment in Windsor Public Schools

Grades PreK - 5	1,459
Grades 6-8	700
Grades 9-12	1,148
Total District Enrollment	**3,307**

Windsor Students not in District Schools

Out of District Placements (SPED)	38
Private Schools (St.Gabriels, Trinity Christian, Medina Academy; Praise, Power&Prayer)	73
CREC Montessori Hartford	5
CREC Metropolitan Learning Center (MLC)	46
CREC Miscellaneous Magnet Schools	250
Hartford Host Magnet Schools	220
Miscellaneous Magnet Schools (LEARN, Goodwin College & Global Experience)	35
A.I. Prince Technical High School	21
Howard Cheney Technical High School	22
	710
Total Students	**4,017**

Windsor Public Schools
Student Enrollment Report
October 1, 2022

GRADE	Poquonock School	Clover Street School	Oliver Ellsworth School	John F. Kennedy School	Total
PreK	93		41		134
K	95		118		213
1	107		133		240
2	82		141		223
3		86		126	212
4		104		122	226
5		94		117	211
Subtotal K-5					1,325
Total	**377**	**284**	**433**	**365**	**1,459**

GRADE	Sage Park Middle School
6	211
7	228
8	261
Total	**700**

GRADE	Windsor High School
9	303
10	283
11	292
12	270
Total	**1,148**

District Wide Enrollment	**3,307**

ENROLLMENT REPORT 2022-2023
POQUONOCK SCHOOL

Room #	Teacher	Grade	Projected	1-Sept	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun
		Kindergarten											
23	Neals				15								
2	Brown				16								
24	Eskenazi				16								
22	Roche				16								
3	Scott				16								
26	Scerra				16								
		Total	**98**	**92**	**95**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		Grade 1											
1	Kowalski				18								
12	Holke				17								
15	McCann				18								
17	Stoll				18								
16	Harrison				18								
18	Velez				18								
		Total	**98**	**104**	**107**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		Grade 2											
14	Temple				21								
11	Delskey				20								
8	Mercier				19								
9	Parker				22								
		Total	**81**	**82**	**82**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	PK Smart Start				63								
	Sped & Peer				30								
		Total	**64**	**89**	**93**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	Poqunonock	**Totals**	**341**	**367**	**377**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

ENROLLMENT REPORT 2022-2023
OLIVER ELLSWORTH SCHOOL

Room #	Teacher	Grade	Projected	1-Sept	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun
		Kindergarten											
19	Allen				15								
20	Butterick				14								
21	Moreno				15								
22	Bishop				14								
23	Heacock				15								
24	Bartholomew				15								
25	Chapple				15								
26	Verdone				15								
		Total	**121**	**116**	**118**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		Grade 1											
10	Strickland				19								
12	Venegas				19								
13	Fleury Barton				19								
14	Och				20								
15	Adamski				19								
16	Miller				18								
17	Cook				19								
		Total	**121**	**134**	**133**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		Grade 2											
1	Mayo				20								
2	Coffey				19								
3	McDonald				21								
6	McGoldrick				21								
7	Gonzalez				20								
8	Goicochea				19								
11	Capizzi				21								
		Total	**137**	**137**	**141**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	PK Smart Start				0								
	Sped & Peers				41								
		Total	**77**	**41**	**41**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Oliver Ellsworth		**Totals**	**456**	**428**	**433**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

ENROLLMENT REPORT 2022-2023
JF KENNEDY SCHOOL

Room #	Teacher	Grade	Projected	1-Sept	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun
		Grade 3											
1	Stevens				16								
2	Richards				20								
3	Lamoureux				18								
4	Filomeno				17								
5	Stout				18								
6	Schultz				17								
8	Estelle				20								
		Total	**126**	**126**	**126**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		Grade 4											
7	Nyuyen				20								
9	Jones				20								
10	Bell				21								
12	Kasavage				21								
14	Croarkin				20								
16	DaCosta				20								
		Total	**122**	**123**	**122**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		Grade 5											
19	Everett				19								
20	Carpenter				20								
24	Freitas				20								
25	Kingsley				19								
27	Elnemr				20								
28	Tateishi				19								
		Total	**119**	**116**	**117**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
John F. Kennedy		**Totals**	**367**	**365**	**365**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

ENROLLMENT REPORT 2022-2023
Clover Street School

Room #	Teacher	Grade	Projected	1-Sept	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun
		Grade 3											
25	Darrell				18								
8	Dugalic				18								
27	Rivers				16								
11	Sanchez				17								
8	Driscoll				17								
		Total	**94**	**90**	**86**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		Grade 4											
24	Comer				18								
14	Michalic				17								
26	Williams				16								
18	Keach-Longo				17								
12	Burnham				18								
16	Murray				18								
		Total	**105**	**105**	**104**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		Grade 5											
19	Junious				24								
15	Grimes				23								
13	Webster/Steele				24								
17	Nowsch				23								
		Total	**92**	**93**	**94**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	Clover	**Totals**	**291**	**288**	**284**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

ENROLLMENT REPORT 2022-2023
Sage Park Middle School

		Projected	1-Sept	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun
Grade 6												
House 1				103								
House 2				108								
	Total	**217**	**207**	**211**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Grade 7												
House 3				107								
House 4				121								
	Total	**224**	**221**	**228**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Grade 8												
House 5				129								
House 6				132								
	Total	**261**	**258**	**261**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Sage Park	**Totals**	**702**	**686**	**700**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

ENROLLMENT REPORT 2022-2023
Windsor High School

	Projected	1-Sept	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun
Grade 9	**306**		303								
Grade 10	**271**		283								
Grade 11	**300**		292								
Grade 12	**274**		270								
Windsor High Total	**1,151**	**1,138**	**1,148**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

WINDSOR BOARD OF EDUCATION
AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: Tuesday, October 18, 2022

Prepared By: Patricia Patton **Presented By:** Danielle Batchelder

Attachments: Cafeteria Operations – July, August & September, 2022

Subject: Food Service Financial Report

Background: The Windsor School Food Service participates in the National School Lunch Program at each of our school facilities and Saint Gabriel's School. We also participate in the National School Breakfast Program at our four elementary schools, Sage Park Middle School and Windsor High School. We operated our Summer Food Service Program at Goslee Pool Stroh Park and Wilson Library during summer break serving lunch. We are complying with the Healthy Food Certification again this year to send a consistent message to our students in keeping with our wellness policies.

Our annual goal is to operate with a small reserve account to offset unanticipated needs and to increase participation from students and staff in all our programs.

A monthly financial report is presented to the Board of Education. This report includes sales and financial information for the current period.

Status: Financial Report for July, August & September, 2022

Recommendation: Informational Only

Reviewed by: _____ **Recommended by the Superintendent:** TH/SB

Agenda Item # 4.c.

Food Service Financial Statement
July, August, September
2022

REVENUE	June 2022	7/1/21 - YTD	Jul,Aug,Sept 22	7/1/22- YTD
SALES	$1,243.64	$158,245.79	$29,926.60	$29,926.60
REIMBURSEMENTS - STATE	54,608.00	233,036.97	0.00	0.00
REIMBURSEMENTS - FEDERAL	137,258.49	2,904,389.68	164,254.83	164,254.83
CLOC		156,225.00	56,029.00	56,029.00
MISC. (Rebates)			1,747.83	1,747.83
8 Cents Certification			4,243.12	4,243.12
REVENUE TOTALS	**$193,110.13**	**$3,451,897.44**	**$256,201.38**	**$256,201.38**
EXPENSES				
WAGES	$93,368.14	$780,279.24	$115,613.22	$115,613.22
PAYROLL TAXES	7,090.49	59,639.19	8,844.40	8,844.40
BENEFITS	11,776.07	140,957.43	32,985.40	32,985.40
FOOD/MILK/ICE CREAM	21,100.92	1,123,116.57	147,268.91	147,268.91
PAPER	0.00	50,943.60	12,946.74	12,946.74
TRUCK	44.24	1,538.40	216.07	216.07
SUPPLIES	792.92	6,195.33	1,070.63	1,070.63
EQUIPMENT	2,664.45	27,037.62	6,758.85	6,758.85
SERVICES	20.00	9,047.57	490.00	490.00
EXPENSE TOTALS	**$136,857.23**	**$2,198,754.95**	**$326,194.22**	**$326,194.22**
NET INCOME	**$56,252.90**	**$1,253,142.49**	**($69,992.84)**	**($69,992.84)**
	less COGS	less COGS		
INVENTORY	$1,550.66	$1,550.66		**$23,176.18**
	$54,702.24	$1,251,591.83		
OPENING BALANCE 7/1				**$1,836,198.52**
COMPUTED OPERATING POSITION	**$112,505.80**			**$1,789,381.86**

WINDSOR BOARD OF EDUCATION

AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: October 18, 2022

PREPARED BY: Nicole Damiata
HR Manager

PRESENTED BY: Danielle Batchelder
Director of Business Services & Human Resources

ATTACHMENTS: None

SUBJECT: Human Resources Report for September 17, 2022 – September 30, 2022

NEW HIRES/REAPPOINTMENTS

First Name	Last Name	Position	Location
Nicole	Amatruda	LTS Science Teacher	WHS
Benjamin	Foran	Reading Teacher	Sage
Selvi	Gowri Shankar	Treehouse Program Leader	JFK
Raquel	Husman	Safety/Lunch Monitor	Clover
Danae	Lawrence	Tutor/Job Coach	OE
Kellie	Mason	TreeHouse Group Leader	OE
Deborah	Morse	Paraeducator	WHS
Joshua	Simmons	Pareducator	Sage
Tiana	Walton	Pareducator	Sage

REASSIGNMENT/TRANSFER

First Name	Last Name	Position	Location	Reason
Eamon	Doolittle	Part-Time IT Technician	District	Transfer
Onisa	Elkhashab	Math Tutor	OE	Transfer
Selvi	Gowri Shankar	Treehouse Program Leader	JFK	Transfer

RESIGNATIONS/SEPARATIONS

First Name	Last Name	Position	Location
Betts	Neil	Special Ed. Tutor	JFK
Sandra	DeFrancesco	Special Ed. Tutor	JFK
Amber	Fissette	Pareducator	CLOV
Kya	Jarrett	Treehouse Group Leader	POQ
Kathleen	Nadeau	Food Service	WHS

Savannah	Prince	Treehouse Group Leader	OE
Nasrah	Raquib	Special Ed. Teacher	CLOV
Giselle	Rivera	Paraeducator	OE
Zoe	Tomkunus	Treehouse Group Leader	OE
Jason	Vance	Paraeducator	WHS

Reviewed by: NOB **Recommended by the Superintendent:** TH/sb

Agenda Item # 4.d.

Windsor Board of Education
Regular Meeting - Hybrid via Zoom and In-Person
Unapproved Minutes

Tuesday, September 20, 2022 7:00 PM
601 Matianuck Avenue
Windsor, CT 06095

The following are the unapproved minutes of the Tuesday, September 20, 2022 Regular Meeting - Hybrid via Zoom and In-Person. Any additions or corrections will be made at a future meeting.

Ms. Jill Canter:	Present
Mr. David Furie:	Present
Ms. Juline Golinski:	Present
Mr. Jeremy Halek:	Present
Ms. Darleen Klase:	Present
Mr. Leonard Lockhart:	Present
Mr. Paul Panos:	Present
Ms. Ayana Taylor:	Present
Mr. Nathan Wolliston:	Present

Ms. Taylor and Ms. Canter were participating virtually.

1. Call to Order, Pledge to the Flag, Moment of Silence

   The meeting was called to order by Mr. Furie at 7:08 PM with the Pledge to the Flag and a Moment of Silence.

   Also in attendance were Superintendent of Schools Dr. Terrell Hill, Director of Business Services and Human Resources Danielle Batchelder, Assistant Superintendent for Instructional Services Dr. Santosha Oliver, and Director of Pupil and Special Education Services Kristina Wieckowski.

2. Recognitions/Acknowledgements

   a. Introduction of New BOE Student Representative, Abigail Morin-Viall

   Ms. Batchelder introduced WHS Assistant Principal Darry Thomas, who announced Abigail Morin-Vaill as the new BOE Student Representative.

   Ms. Morin-Vaill thanked the board for the opportunity to be the voice of the students.

   b. Introduction of Windsor's Educator of the Year, Carrie Canoni

   Ms. Batchelder introduced STEM Director Noha Abdel-Hady, who announced Windsor's Educator of the Year, Carrie Canoni, on behalf of Principal Jay Mihalko.

   Ms. Abdel-Hady spoke about Ms. Canoni's 21 years of teaching in Windsor and how she finds the spark of inspiration in her students.

   Ms. Canoni said she is honored and grateful for the opportunities that WPS has afforded her.

   c. Introduction of Windsor's Paraeducator of the Year, Beth O'Shea

   Ms. Batchelder introduced Principal Taran Gruber, who announced Windsor's Paraeducator of the Year, Beth O'Shea.

   Mr. Gruber said he was humbled to introduce Ms. O'Shea, who would do anything for anyone, which was reflected in her student's positive statements about their experiences with her.

Ms. O'Shea said she was honored and that she works with the best people out there.

d. Presentation by Lions Club regarding the LEO Club and Community Service

Ms. Cindy Daniels gave a presentation on the Lions Club's LEO Club at Sage Park Middle School. She explained the group's commitment to global and local causes that can vary based on community needs. The program is open to middle and high school students who want leadership and experience opportunities. The current year's theme is "Lead with Compassion" and entails an international poster contest for all participants and an essay contest for those who are visually impaired. There will also be a Connecticut LEO pin design contest.

Mr. Furie and Mr. Halek both thanked her for the presentation and expressed their interest in a continued partnership.

e. Introduction of New Administrators

Ms. Batchelder introduced each of the new administrators. Some are new to the district and others have advanced into their new positions.

3. Audience to Visitors

William Pelkey, 133 Portman Street - Mr. Pelkey made two points. The first was to remind the board of his continued commitment to technical pathways for students that do not involve college. Secondly, he spoke about the Town Council potentially using a TIF program to funnel funds from the district to pending building projects and how it could be detrimental to WPS.

James Madison, 8 Fitzmaurice Circle - He said he was appreciative of the changes in discipline at the school level and gave special thanks to Ms. Jorgensen and the efforts she has made at Sage Park Middle School.

4. Consent Agenda

a. Human Resources Report

Mr. Panos intended to ask questions, but Ms. Batchelder said they would be answered during agenda item 8.b. Staffing Update for Opening of 2022-2023 School Year. He deferred to asking those questions later in the evening.

Move the Board of Education approve consent agenda items 4a. Human Resources Report. This motion, made by Mr. Leonard Lockhart and seconded by Mr. Paul Panos, Passed.

Ms. Jill Canter: Yes, Mr. David Furie: Yes, Ms. Juline Golinski: Yes, Mr. Jeremy Halek: Yes, Ms. Darleen Klase: Yes, Mr. Leonard Lockhart: Yes, Mr. Paul Panos: Yes, Ms. Ayana Taylor: Yes, Mr. Nathan Wolliston: Yes

Yes: 9, No: 0

b. Approval of BOE Regular Meetings for 2023

This agenda item was voted on prior to agenda item 4.a.

Move the Board of Education approve consent agenda items 4b. Approval of BOE Regular Meetings for 2023. This motion, made by Mr. Leonard Lockhart and seconded by Mr. Paul Panos, Passed.

Ms. Jill Canter: Yes, Mr. David Furie: Yes, Ms. Juline Golinski: Yes, Mr. Jeremy Halek: Yes, Ms. Darleen Klase: Yes, Mr. Leonard Lockhart: Yes, Mr. Paul Panos: Yes, Ms. Ayana Taylor: Yes, Mr. Nathan Wolliston: Yes

Yes: 9, No: 0

5. Approval of Minutes
   a. June 21, 2022 Regular Meeting
   b. June 30, 2022 Special Meeting
   c. July 19, 2022 Special Meeting

Move the Board of Education approve the minutes of the June 21, 2022 Regular Meeting, the June 30, 2022 Special Meeting and the July 19, 2022 Special Meeting. This motion, made by Mr. Leonard Lockhart and seconded by Mr. Paul Panos, Passed.

Ms. Jill Canter: Yes, Mr. David Furie: Yes, Ms. Juline Golinski: Yes, Mr. Jeremy Halek: Yes, Ms. Darleen Klase: Yes, Mr. Leonard Lockhart: Yes, Mr. Paul Panos: Yes, Ms. Ayana Taylor: Yes, Mr. Nathan Wolliston: Yes

Yes: 9, No: 0

6. Student Representative Report

Ms. Morin-Vaill said that this year already feels like the high school is more structured, organized, and safe. The student body is returning to normalcy. She said that SEL is of the utmost importance to students.

Mr. Wolliston welcomed her to the board.

7. Board of Education

a. President's Report

Mr. Furie said the district hit the ground running. He attended many summer events, from Summer Enrichment courses and the OFCP Back to School Block Party to football and soccer games. He was pleased with the turnout for the August graduation ceremony. He also attended the CABE Summer Leadership Conference.

b. Set Graduation Date for WHS Class of 2023

Move the Board of Education approve Wednesday, June 14, 2023 as the graduation date for the Class of 2023. This motion, made by Mr. Leonard Lockhart and seconded by Mr. Paul Panos, Passed.

Ms. Jill Canter: Yes, Mr. David Furie: Yes, Ms. Juline Golinski: Yes, Mr. Jeremy Halek: Yes, Ms. Darleen Klase: Yes, Mr. Leonard Lockhart: Yes, Mr. Paul Panos: Yes, Ms. Ayana Taylor: Yes, Mr. Nathan Wolliston: Yes

Yes: 9, No: 0

Graduation for the Class of 2023 will be held on Wednesday, June 14, 2023 at The Bushnell in Hartford.

Mr. Lockhart said that last year's graduation date conflicted with the Town Council meeting schedule, but hopefully they can attend this year.

8. Superintendent's Report

Dr. Hill said that the school year was off to a good start. He thanked the Chamber of Commerce and the Windsor Historical Society for hosting the new teacher's luncheon in August. He thanked Office of Family and Community Partnership Coordinator Christina Morales for taking ownership of the district-wide Block Party at WHS and Sage Park Middle Schools. He said it was a wonderful event with an unexpected number of attendees. School returned to session on August 29, with a positive response by students and staff. Dr. Hill said to expect him to visit schools every week. The next Coffee Talk will be held at The Bean on Wednesday, September 28 at 10:30 AM. He said that the track and football scoreboard work is complete.

a. School Opening Comments

Ms. Batchelder addressed the transportation issues for the start of the school year.

b. Staffing Update for Opening of 2022-2023 School Year

Ms. Batchelder reviewed the hiring process for various positions. She said that in-person job fairs are being held again. New teacher orientation was held in conjunction with the Chamber of Commerce and Windsor Historical Society. An ice cream social was held with Arts and Humanities Director Bonnie Fineman giving a local history lesson and hosting a trivia contest for new teachers.

She detailed new staffing numbers.

Mr. Panos questioned the number of resignations and Ms. Batchelder reviewed the circumstances of those departures.

c. Fiscal Year 2022 Year End Financial Report

Ms. Batchelder stated that, pending audits, $2,186.00 would be returned to the town from the district budget for fiscal year 2022.

Move the Board approves the return of $2,186 to the Town with the details of the projected budget/category surpluses and deficits as attached. (Final amount subject to completion of the audit.). This motion, made by Mr. Leonard Lockhart and seconded by Mr. Paul Panos, Passed.

Ms. Jill Canter: Yes, Mr. David Furie: Yes, Ms. Juline Golinski: Yes, Mr. Jeremy Halek: Yes, Ms. Darleen Klase: Yes, Mr. Leonard Lockhart: Yes, Mr. Paul Panos: Yes, Ms. Ayana Taylor: Yes, Mr. Nathan Wolliston: Yes

Yes: 9, No: 0

9. Committee Reports

10. Other Matters/Announcements/BOE Meetings

a. BOE Special Meeting, Tuesday, October 4, 2022, 6:30 PM, LPW, Board Room
b. Next BOE Regular Meeting is Tuesday, October 18, 2022, 7:00 PM, LPW, Board Room

Ms. Klase had no comments.

Mr. Halek attended the Block Party and conversed with the Sage Park staff as well as the Lions Club representative. He said that Ms. Jorgensen will hold Coffee Talks with 6th, 7th, and 8th grade families on September 28-30, respectively. He welcomed back students, teachers, and staff. He announced that he had participated in the Union Street Tavern Tavern Trot and he also wished his son a happy birthday.

Mr. Wolliston said that, as the board is halfway through their term, he suggested that they reflect on the purpose of the board. He attended the WHS School Governance Council meeting, which was in-person, where they addressed the topics of the ending of the free food program and class engagement.

Ms. Golinski met with Mr. Gruber and Mr. Wood of Oliver Ellsworth School. She said that besides the known bus issues this year, Oliver Ellsworth has vastly improved traffic control at drop-off and pickup. They also held an all school Open House, the first in several years.

Ms. Taylor stated that both the JV and Varsity Volleyball teams won on September 20 and she suggested that people try to attend as many different sporting events as they can.

Ms. Canter welcomed everyone back and said she hopes to attend more events.

Mr. Lockhart said he had a busy summer attending CABE events, a conference in San Antonio where he was nominated for the Northeast Regional Director for the Public Acts Air Control Panel.

Mr. Panos had no comments.

Mr. Furie had no comments.

11. Audience to Visitors

William Pelkey, 133 Portman Street - He said he would attempt to get the numbers of the buses that he sees speeding in his neighborhood and forward them to Ms. Batchelder.

12. Adjournment

Move to adjourn the meeting at 8:58 PM. This motion, made by Mr. Leonard Lockhart and seconded by Mr. Paul Panos, Passed. Ms. Jill Canter: Yes, Mr. David Furie: Yes, Ms. Juline Golinski: Yes, Mr. Jeremy Halek: Yes, Ms. Darleen Klase: Yes, Mr. Leonard Lockhart: Yes, Mr. Paul Panos: Yes, Ms. Ayana Taylor: Yes, Mr. Nathan Wolliston: Yes

Yes: 9, No: 0

The meeting adjourned at 8:58 PM.

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Ayana K. Taylor, Secretary
Windsor Board of Education

Windsor Board of Education
Special Meeting – Hybrid Meeting via Zoom and In-Person
Unapproved Minutes

Tuesday, October 4, 2022 6:30 PM
L.P. Wilson Community Center, Board Room
601 Matianuck Avenue
Windsor, CT 06095

The following are the unapproved minutes of the October 4, 2022 Special Meeting – Hybrid Meeting via Zoom and In-Person. Any additions or corrections will be made at a future meeting.

Ms. Jill Canter:	Present
Mr. David Furie:	Present
Ms. Juline Golinski:	Present
Mr. Jeremy Halek:	Present
Ms. Darleen Klase:	Present
Mr. Leonard Lockhart:	Present
Mr. Paul Panos:	Present
Ms. Ayana Taylor:	Present
Mr. Nathan Wolliston:	Present

1. Call to Order, Pledge to the Flag and Moment of Silence

The meeting was called to order by Mr. Furie at 6:34 PM with the Pledge to the Flag and a Moment of Silence.

Also in attendance were Superintendent of Schools Dr. Terrell Hill, Director of Business Services and Human Resources Danielle Batchelder, Assistant Superintendent for Instructional Services Dr. Santosha Oliver, and Director of Pupil and Special Education Services Kristina Wieckowski.

2. Audience to Visitors

None.

3. Presentation on Academic and Performance Data

Dr. Oliver presented on district data, explaining the CT Next Generation Accountability System, and the 12 indicators including district scores in relation to the state scores. Each curriculum director and building principal then presented on their respective schools' achievement data, strengths, and strategies for improvement in the following order:

Director of STEM: Dr. Noha Abdel-Hady and Director of Arts and Humanities: Bonnie Fineman
PreK-Grade 2: OE Principal Taran Gruber and Poquonock Principal Jay Mihalko
Grade 3- Grade 5: Clover Principal Tricia Lee and JFK Principal Jennifer Michno
SPMS: Sage Park Principal Liana Jorgensen
WHS: Windsor High School Principal Breon Parker

4. CABE Level II Distinction Award

Mr. Lockhart reviewed the requirements of the CABE Level II Board of Distinction Award. This Board was honored with the award in 2021. Mr. Lockhart stated that as a board they function very well together, and reminded the board members that the packet is due on October 7th, 2022.

Move the Board of Education approve its submission of the required criteria for the CABE Level II Distinction Award to be submitted by the superintendent's office. This motion, made by Mr. Leonard Lockhart and seconded by Mr. Paul Panos, Passed.

Ms. Jill Canter: Yes, Mr. David Furie: Yes, Ms. Juline Golinski: Yes, Mr. Jeremy Halek: Yes, Ms. Darleen Klase: Yes, Mr. Leonard Lockhart: Yes, Mr. Paul Panos: Yes, Ms. Ayana Taylor: Yes, Mr. Nathan Wolliston: Yes

Yes: 9, No: 0

5. Announcements

Ms. Klase said that the presentations were great and thanked all of the presenters.

Mr. Halek thanked all of the presenters.

Mr. Wolliston had no comments.

Ms. Golinski said the presentations were great, very informative, and is looking forward to doing it again in the near future.

Ms. Taylor said the presentations were great and that it was great to see new administrators present so well. Ms. Taylor also congratulated the JV Volleyball team on their win that night.

Ms. Canter said the presentations were great, very informative, and thanked all of the presenters.

Mr. Lockhart expressed, on behalf of the Board, their condolences to Mr. Furie and his family on the passing of his mother-in-law who was married to the superintendent emeritus of Windsor Public Schools. Mr. Lockhart also asked to think of those in Florida and Puerto Rico, and hopes that during this tragic time the country will come together to support those in their time of need. Mr. Lockhart also expressed his thanks for the presentation.

Mr. Panos thanked Dr. Oliver for the presentation.

Mr. Furie said thanked Dr. Oliver for the presentation and brought up the importance of safety and social emotional learning in the schools and how they are necessary to get to what the focus is, which is student achievement. Mr. Furie thanked Mr. Lockhart for his words regarding his mother-in-law, who was a great supporter of Windsor education. Mr. Furie reminded the Board that the next regular meeting is October 18th, and there will also be a special meeting on November 1st regarding board evaluation. He asked that by the next board meeting members should complete their self-evaluation on how they think the Board is doing and to send that to Nick Caruso at CABE.

6. Adjournment

Move to adjourn the meeting at 8:58 PM. This motion, made by Mr. Leonard Lockhart and seconded by Ms. Jill Canter, Passed.

Ms. Jill Canter: Yes, Mr. David Furie: Yes, Ms. Juline Golinski: Yes, Mr. Jeremy Halek: Yes, Ms. Darleen Klase: Yes, Mr. Leonard Lockhart: Yes, Mr. Paul Panos: Yes, Ms. Ayana Taylor: Yes, Mr. Nathan Wolliston: Yes

Yes: 9, No: 0

The meeting adjourned at 8:58PM.

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Ayana K. Taylor, Secretary
Windsor Board of Education

WINDSOR BOARD OF EDUCATION

AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: October 18, 2022

PREPARED BY: Terrell M. Hill, PhD **PRESENTED BY:** Leonard Lockhart

ATTACHMENTS: Current DATTCO Bus Contract

SUBJECT: Review DATTCO Bus Contract (Possible Action)

BACKGROUND:

The board will review and discuss the DATTCO Bus Contract and any possible remedies that may be available to the Board of Education including seeking counsel from the District's attorneys, Shipman and Goodwin.

RECOMMENDATION:

Move that the Board of Education seek guidance, regarding the DATTCO Bus Contract, from the District's attorneys, Shipman and Goodwin.

Recommended by the Superintendent: TH | SB

Agenda Item # 7.6.

CONTRACT FOR TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES ("Contract") is made as of this 29th day of April, 2016, by and between the WINDSOR BOARD OF EDUCATION, hereinafter called the "District" or the "Board," and DATTCO, INC., a Connecticut corporation, hereinafter called the "Contractor."

WITNESSETH

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

WHEREAS, the Board accepted bids for the provision of transportation services and awarded the Contract to Contractor on Jan. 26, 2016; and

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

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

1. TERM

The term of the Contract shall be for a five (5) year period, beginning July 1, 2016 and ending with the end of the 2020-2021 school year (June 30, 2021).

2. SCOPE OF WORK

2.1 The Contractor agrees that it will transport to and from the Windsor Public Schools and other institutions as designated by the Board such persons as may be designated by the Board, and at such days, times and hours as designated by the Board, and will make such stops and travel along such routes as are designated by the Board. The Contractor shall use its commercially reasonable efforts to furnish such transportation services including personnel, supervision, vehicles, drivers, bus aides/attendants, equipment, and other services required to transport all students to and from the Windsor Public Schools and other designated institutions.

2.2 The Contractor will have the exclusive right to provide the following services to the District: public and non-public school home-to-school transportation, including kindergarten, elementary, middle and high school, early and late public and non- public services, certain special education transportation, summer transportation, and certain extra-curricular services including field and athletic trips. Notwithstanding the foregoing, however, the District reserves the right to hire other transportation

providers to provide certain ancillary or specialized services, including special education transportation, homeless transportation and extra-curricular services.

2.3 Home-to-School (Public and Special Education) and Summer Transportation

In all cases, the determination on the capacity and style of bus to utilize will be made by the District in consultation with the Contractor. Should the District and Contractor disagree on the bus to be utilized, the final decision rests solely with the District. The Contractor shall not materially modify or adjust the vehicle capacities serving the District without the prior approval of the District, which approval shall not be unreasonably conditioned, withheld, or delayed.

For home-to-school transportation, the pricing system used in this Contract is based upon the type of vehicle utilized and the length of day the specific vehicle is in use on behalf of the Board. The daily usage shall be determined based upon the scheduled run length as determined by the District where the bus is in direct service to the District. *The daily usage shall be based upon "live" run times which are defined throughout this Contract as from the point of first pick-up to the point of last drop-off. PM run times shall begin at the building arrival time as determined by the District, and end at the last student drop-off.* The run times do not include pre or post trip times, but times between schools during an AM or PM run package shall be considered live run time and shall become part of the scheduled day for payment purposes. All live run times shall be determined by the District in good faith.

Driving time ("live time") for out-of-district runs will be calculated in the same manner with the exception that if a Contractor utilizes a facility outside of the Town of Windsor to garage the buses to be utilized under this Contract, and the bus returns to the Contractor's facility in less time than it would take to return to the Town of Windsor, the run time will be adjusted to the actual time back to such facility. Compensated times will be determined in good faith by the District based upon trial runs.

The Contractor's prices shown on Exhibit B, attached hereto and made a part hereof, are based on the following:

a) Home-to-School Type I buses (71 passenger) to provide AM and PM services. Buses currently operate for 4.5 hours per day. Subject to the provisions of subparagraph (j) below, the price is a price per day.
b) Home-to-School Type I buses (30 passenger) to provide AM and PM services. Buses currently operate for 4.5 hours per day. Subject to the provisions of subparagraph (j) below, the price is a price per day.
c) Home-to-School Type II buses (19/20 passenger) to provide AM and PM services. Buses currently operate for 4.5 hours per day. Subject to the provisions of subparagraph (j) below, the price is a price per day.
d) Home-to-School Type II buses (lift equipped; minimum of 2 w/c stations) to provide AM and PM services. Buses currently operate for 4.5 hours per day. Subject to the provisions of subparagraph (j) below, the price is a price per

day.

e) Home-to-School van (5-7 passenger) to provide AM and PM services. Vans currently operate for 4.5 hours per day. Subject to the provisions of subparagraph (j) below, the price is a price per day.

f) Mid-day special ed pre-kindergarten run on Type II bus. Buses currently operate for 1 hour per day. The price is a price per ***hour***. Time that exceeds one hour would be paid in 15 minute increments, rounded up to the nearest quarter hour.

g) Late run on Type I bus. Guaranteed minimum of one hour. The price is a price per ***hour***. Time that exceeds one hour would be paid in 15 minute increments, rounded up to the nearest quarter hour.

h) Summer school transportation – The price is a price per ***hour*** for home-to-school-to-home services utilizing a Type I bus (71 passenger). Time that exceeds one hour would be paid in 15 minute increments, rounded up to the nearest quarter hour.

i) Special Education Summer transportation – The price is a price per ***hour*** for home-to-school-to-home services utilizing a Type II vehicle or a Type II wheelchair vehicle. Time that exceeds one hour would be paid in 15 minute increments, rounded up to the nearest quarter hour.

j) Excess Hours – Should any runs exceed the scheduled length of day (4.5 hours for school year), incremental charges to the District shall be based on the applicable Excess Hourly Rate set forth on Exhibit B hereto once the incremental time reaches 5.0 hours. Charges shall be based on 15-minute increments, rounded up to the nearest quarter hour, with payment reverting back to the 4.5 hours. For example, a run of 4 hours and 40 minutes would not receive extra payment. However, a run of 5 hours and 10 minutes would receive an extra .75 hours at the Excess Hourly Rate. The price is a rate per ***hour*** for the Excess Hours.

k) Bus Aide (Attendant) – The price is a price per ***hour*** for supplying a trained bus aide (attendant) for Special Education purposes at the request of the District.

Should a bus be needed for just an AM or PM run, the price per day submitted for the Home-to- School program shall be paid at 75% of the daily rate shown in Exhibit B.

Whenever necessary, compensated times will be determined by the District in good faith based upon trial runs or computer designed schedules. In all cases, the final determination as to run times and payments will be determined by the District.

During the term of this Contract, the District may, upon three (3) days prior written notice to the Contractor, increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the applicable prices as shown on Exhibit B, attached hereto and made a part hereof, and at run times as determined in good faith by the District.

The Contractor shall maintain sufficient documentation to support the time-based billing issued to the District. The District reserves the right to review payroll or vehicle operating data to support the time-based billing. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined in good faith by the District. Prior to the initiation of any run, the District will notify the Contractor of the time allocation and approved payment basis for the run based upon the applicable prices as set forth on Exhibit B hereto.

The Board is requiring the Contractor provide properly trained bus attendants on runs designated in writing by the District. The length of day for payment for these bus attendant services shall coincide with the length of day payment for the bus runs where the bus attendants are assigned.

Given the dynamic nature of transportation, should route changes occur due to special circumstances, the billing for that day must be adjusted in an equitable manner. However, given the variable nature of transportation, no billing increases or decreases will occur unless the route changes exceed 30 minutes for the scheduled run time. Contractor's billing must reflect these changes, and all such changes must be approved in advance by the District, which approval shall not be unreasonably conditioned, withheld or delayed. If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the District and the Contractor shall discuss in good faith the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the District prior to performing the service, the District reserves the right to reasonably determine the most appropriate method of reimbursing the Contractor. Any billing changes must be supported by appropriate documentation as reasonably determined by the District.

The District currently operates approximately 7 Type I buses, and 9 Type II buses, for various programs during the summer. The pricing for these summer runs is set forth on Exhibit B and shall be consistent with the terms and conditions as detailed in this section.

The Town of Windsor may choose to contract for vehicles for their summer programs. These buses will be provided to the Town of Windsor at the same rates as provided to the District under this Contract, with an adjustment to the price to reflect the Contractor's provision and cost of fuel, pursuant to a separate contract between the Town of Windsor and the Contractor.

2.4 Field and Sports Trips

The Board shall pay the Contractor for Field and Sports trips based upon a rate per hour for driving time and waiting time, plus a rate per mile for "out-of-district" trips that exceed 50 round-trip miles. For field or sports trips that are considered "in-district", the District will guarantee a minimum of one (1) hour of billing at the driving rate. For field or sports trips that are "out-of-district", there will be a minimum of two (2) hours of billing at the driving rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded up to

the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the applicable hourly rate as shown in Exhibit B. Mileage will be based from "point-of-first pick-up" to "point-of-last drop-off", does not include any deadhead mileage, and will be paid for only those miles that exceed 50 round-trip miles.

Should the District specifically request in writing a Type II vehicle, and should a Type I bus be utilized by the Contractor due to a decision made by the Contractor, the District will be invoiced at the Type II rate.

The District may request the Contractor to conduct some "drop and pick" field or sports trips. **These are only to be done at the specific request of the District. The District reserves the right to require a bus to stay at a trip site for the duration of the trip.** Should a "drop and pick" be requested, the Contractor would be reimbursed for all necessary tolls, as described below, both during the live runs and deadhead runs. Additionally, driving time shall be based upon the scheduled time for departure in the District to return to the Contractor's terminal unless said terminal is located outside of the Town of Windsor's boundaries. If the terminal is located outside of the Town of Windsor's boundaries, the time shall be calculated back to the original point of pick-up as calculated in good faith by the District. For the "pick-up" portion of the trip, the time shall be the time of departure from the Contractor's terminal if it is located within the Town of Windsor's boundaries, to the pick-up point and back to the student delivery point in the District. If the terminal is outside of the Town of Windsor's boundaries, the pick-up run shall begin from the scheduled delivery point in the District. For "drop and pick" runs, the driving time paid shall be total driving time for both sections of the run with the total driving time being a guaranteed minimum of at least one hour of driving time. "Drop and pick" means a process of having a bus take a trip or team to a destination site, and then departing with the same or another bus returning to the site to pick up the trip or team.

The District will reimburse the Contractor for tolls necessary for any District authorized out- of-town trips. Any "coach" or "activity" buses will have the cost of tolls included in the billing to the contracting organization. Toll reimbursement must be requested through the submission of a valid receipt with the invoice for the trip which includes tolls.

For ease of invoicing for both the Contractor and the District, the District reserves the right to meet with the Contractor to establish fixed prices for trips to defined locations both inside and outside of the Town of Windsor's boundaries. These prices will be based on the driving times and mileage rates required in this Contract but will become "set" prices for the defined locations based upon a one-hour minimum guarantee for in-district trips and a two-hour minimum guarantee for out-of-district trips.

In the event that a field or sports trip is not cancelled by the District with at least one (1) hour of prior notice provided to the Contractor, and if the Contractor can demonstrate to the reasonable satisfaction of the District that it incurred labor costs due to the late cancellation, then the District will pay the Contractor a cancellation fee of $35.00 per vehicle.

Fuel will be provided to the Contractor by the District at the District's expense in accordance with Section 13 of this Contract.

The District reserves the right to institute a reasonable Trip Management form which will be utilized by the Contractor at the request of the District. This form may include the following type of information: scheduled date of trip; name of group/team; destination; recommended route; program and person requesting/responsible for trip; scheduled departure time and location; scheduled arrival time at destination; estimated departure time from location; estimated return time and location in District; actual departure time; actual return time; comments; estimate trip cost; driver name; bus number; required bus capacity and features. There would be spaces for initials of driver and coach/chaperone/responsible party in several locations on the form.

"Dead Head Mileage" means mileage to and from the Contractor's location(s) that is not considered part of the District's bus routes or trips for time or mileage payments, except as specifically provided herein.

2.5 All departments in the Town of Windsor will be entitled to contract for field trip services at the rates agreed to pursuant to this Contract (with the exception of a fuel adjustment for fuel supplied by the Contractor), in the appropriate category, via separate contracts with those departments. The District will not provide fuel for services provided to non-District operations.

2.6 The Contractor shall comply with the process that will be utilized to provide Manager and Dispatcher coverage for athletic and field trips that occur after 5:00 pm or on non-school days that was included with Contractor's Response, as defined in Section 23 below, unless otherwise agreed to by the Board in writing.

2.7 The Contractor shall comply with its dress code applicable to drivers and aides that was included with Contractor's Response, unless otherwise agreed to by the Board in writing.

2.8 The Contractor has submitted a Transition Plan demonstrating how it will accomplish and incorporate the changes contained in this new Contract. The Contractor shall comply with such Transition Plan.

2.9 "School Year" is the number of days for which transportation will be required and will be governed by the actual school calendar as adopted by the Board including the calendars of all other schools for which the Board is responsible for furnishing transportation. The Board reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service, upon written notice to the Contractor.

3. GUARANTEES BY THE CONTRACTOR

3.1 The District may at any time during the Contract term, by a written order, require the performance of such extra work or changes in the work as it may find necessary or

desirable. The District reserves the right to add to, upon three (3) days prior written notice to the Contractor, delete from, or otherwise change the number of buses, style of buses, use of buses or length of operating day, and/or the number of days requiring transportation under this Contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered shall be determined by the applicable prices set forth in Exhibit B hereto. The District shall not be liable for any extra work or increased compensation unless authorized in advance by the District's written order.

3.2 All material, services, and workmanship shall be subject to inspection, examination and test by the District and at the District's cost and expense, provided that the same do not interfere with the provision of services hereunder by the Contractor. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment shall be made by the District.

The District reserves the right to reject all material, supplies and workmanship that does not meet its published standards.

3.3 The Contractor represents, warrants and guarantees:

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

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

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

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

3.3.5 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, or marital status. Such action shall be taken

with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

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

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

3.3.8 The Contractor will comply in all material respects with all Federal and State provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that Contractor will comply in all material respects with the Drug and Alcohol Testing Policy of the District.

3.3.9 The Contractor will comply in all material respects with any and all other applicable Federal, State, and/or Local laws, rules, and regulations, and the published policies and procedures of the Windsor Public Schools.

3.3.10 That in the performance of this Contract, Contractor is an independent contractor, the District being interested only in having the bus transportation services performed. For all purposes of this Contract, all bus drivers, aides and others engaged by Contractor for the performance of this Contract shall be considered employees of Contractor and not the Windsor Public Schools, unless otherwise specifically designated by the District. In certain instances the District may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses, but no such persons shall be considered or deemed to be employees of the Contractor.

4. PAYMENTS

4.1 The acceptance by the Contractor of the last payment of the Contract term shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work.

4.2 Payments of any claim shall not preclude the District from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications of this Contract.

4.3 The District may withhold from the Contractor so much of the payment due it as may in the good faith, reasonable judgment of the District be necessary to assure the payment of just and legitimate claims then due and unpaid of any persons supplying labor or materials to the Contractor under this Contract. The District shall have the right to apply such withheld payments to any such claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.

4.4 This Contract shall be contingent upon appropriation by the Town of Windsor of funds sufficient to meet the District's operating costs, as budgeted by the Board for each fiscal year. The Board shall use its good faith, diligent, and commercially reasonable efforts to obtain such funds.

4.5 Payments for services rendered under the provisions of this Contract shall be made upon receipt of a proper itemized invoice from the Contractor. District and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format, and supporting detail to meet the reasonable needs of the District, including a requirement for multiple copies of the invoices. At the District's option, an automated invoicing format may be developed and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of services already rendered. All invoices for services rendered must be submitted by the Contractor on or before the fifteenth (15th) day of the month following the month in which the services were provided. Payment will be tendered by the District within 30 days of receipt of invoice.

4.6 Billing for trips provided to individual school buildings, or athletics, shall be submitted directly to the school building or athletic department.

4.7 The Contract price payable for each vehicle used in providing services under this Contract is detailed in Exhibit B, which is attached hereto and incorporated herein. The number of Vehicles needed under this Contract will vary. Unless specifically provided herein or authorized by the District, under no circumstances is Contractor authorized to charge any overtime to the Board.

4.8 No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The District will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage. The cost of such tolls should be submitted with the detailed monthly billing, and receipts must be attached. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver or bus aide shortages, or similar operating issues that are reasonably deemed by the District to be under the control of the Contractor.

4.9 The Transportation Program varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. The Contractor shall provide the necessary vehicles as determined in writing by the District.

4.10 The District reserves the right to hire other transportation providers to provide certain special education, homeless and extra-curricular services, or any services that may be necessary to supplement the Contractor. The Contractor also agrees to work with the District if the District and neighboring boards or towns enter into cooperative agreements for certain transportation routes outside of town.

4.11 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Board is exempt from such tax. Exemption certificates will be furnished by the District from time to time upon the request of the Contractor.

4.12 Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract shall be amended to reflect the change by using the amount quoted per vehicle per day on Exhibit B. Such modifications shall reflect the appropriate renewal increases.

The District must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to this Contract. All vehicle time or route changes must be approved, in advance, by the District.

5. PERFORMANCE BOND

At the Board's option each year, the Board may require prior to the start of the school year and if the Board so requires, the Contractor shall furnish, to the Board a Surety Performance Bond ("Performance Bond") in a form satisfactory to the Board assuring the faithful performance of this Contract. The Board, at its option, may also require such Performance Bond have an option to renew each succeeding year of the Contract. The Performance Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the Board. The Board, at its option, may also require such Performance Bond be continued for the life of this Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the Board. If the Performance Bond is required, the Contractor must send such Performance Bond to the Board's Director of Business Services prior to the commencement of each school year. Each such Performance Bond shall be furnished by a surety company reasonably acceptable to the Board, licensed or authorized to do business in Connecticut and rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The Performance Bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. If a Performance Bond is required by the Board, failure to deliver the Performance Bond shall be considered a default under the Contract, at the discretion of the Board in accordance with Section 19 hereof. Should the Contract price for any

year increase during the year, the Board may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of the school year. If the Board requires a performance bond during any year of the Contract, the Board shall pay the Contractor the amount of the cost of the Bond shown on Exhibit B hereto for that Contract year in ten equal installments, each 1/10th of the annual charge, in each of the months of September through June.

6. BOARD REPRESENTATIVE

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

7. INDEMNIFICATION

The Contractor shall indemnify and hold the Board, the Town of Windsor and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of the negligent performance of Contractor, any employee, agent or personnel of Contractor or breach of the obligations of Contractor, any employee, agent or personnel of Contractor under this Contract.

8. INSURANCE

The Contractor shall provide the following insurance:

8.1 The insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a minimum rating of "A-". A non- admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.

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

a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of $5,000,000 per occurrence is required.

An additional insured endorsement is required. The District, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name

the Windsor Board of Education, Town of Windsor and any of their respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.

b) Commercial General Liability with limits of at least $1,000,000 per occurrence/$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Windsor Board of Education, Town of Windsor and any of their respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.

c) $4,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.

d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.

e) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut law. A waiver of subrogation in favor of the Windsor Board of Education, Town of Windsor and any of their respective public officials, agents and employees must be included.

f) Sexual Misconduct and molestation insurance must be provided with limits of at least $1,000,000 and must include an additional insured endorsement naming Windsor Board of Education and Town of Windsor, as their interests may appear under this Contract. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

8.3 Said policy or policies shall be primary to any policies of insurance available to the District, and the Contractor shall attempt to obtain an endorsement or other provision that contains thirty (30) days prior notice to the District of cancellation or reduction of such insurance.

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

8.4 The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.

8.5 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up- to-date. Annual binders evidencing insurance coverage shall be provided to the Windsor Public Schools no later than August 1st of each contract year, or June 15th of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide binders in a timely manner shall be considered a contract default.

8.6 All insurance certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

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

9. BOOKS AND RECORDS

9.1 The Contractor shall consent and agree to audits of any and all financial records relating to the performance of its obligations under this Contract by the Windsor Public Schools. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of this Contract may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records shall be kept for a minimum of 3 years following expiration of this Contract. The Contractor shall also allow District representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection, provided that (i) such access does not interfere with the performance by the Contractor of its obligations under this Contract and (ii) the District and its representatives comply with the Contractor's rules and policies regarding access, safety, security, and confidentiality.

10. PERSONNEL MATTERS

10.1 All transportation personnel engaged by the Contractor hereunder shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, bus attendants, and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all applicable Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and Board of Education published policy.

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

10.3 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the District, solely in its reasonable discretion, shall have the right to remove, reject, or direct replacement of any manager, supervisor, dispatcher, bus driver, or bus attendant.

The Board reserves the right, in the exercise of its sound reasonable discretion, to reject drivers or bus attendants, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers or attendants shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain bus aides/ attendants, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students provided that (i) the Board shall be solely responsible for all acts or omissions of such persons and (ii) no such person shall be considered or deemed to be an employee, independent contractor or agent of the Contractor. The Board shall not allow

any person to serve as a nurse or an aide who is not qualified to perform the essential functions of their job, with or without reasonable accommodation.

The Contractor shall provide preferential hiring for those positions that may exist to current contracted employees who are serving the Windsor Public Schools and who choose to apply for driving positions, provided that these persons meet the Contractor's employment requirements.

10.4 Terminal Manager: A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder. Said Manager will be directly responsible for contact with parents regarding transportation issues within the District; provided, however, that all such parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools or designee. Said Manager also shall be responsible for compliance by drivers and bus attendants with all published District transportation policies, all statistical studies and reports required by the District, including those items necessary for State of Connecticut purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to this Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Manager shall be available by phone 2 ½ hours prior to the first AM run for emergency contacts from the District. The Manager is required to meet all State regulations and training requirements.

The Terminal Manager is precluded from any bus driver duties, driving any bus, serving as a bus attendant, and/or bus maintenance functions. Sufficient management personnel shall be maintained and available from at least 6:00 A.M. to 4:30 P.M. on days when school is in session. The Terminal Manager must be located at the transportation facility servicing the Windsor Public Schools. The Manager is subject to the reasonable approval of the Windsor Public Schools.

10.5 Dispatcher(s): A "Dispatcher" function shall exist within the terminal with said position staffed from one (1) hour before to one-half (1/2) hour after the AM and PM route operating times on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified.

The Contractor will have in place a designated "hot-line" telephone number that can be utilized by District personnel only for emergency contact with the terminal.

The Contractor must also provide a cell phone for the terminal for use during any power outages. The dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public. The cost of all phone services shall be the responsibility of the Contractor.

The Dispatcher(s) shall not serve as an assigned or scheduled route driver, bus attendant, and/or perform maintenance functions, during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District.

10.6 Safety Supervisor: The Contractor shall provide safety and driver training to its staff serving the Windsor Public Schools through a safety supervisor. This person will personally travel each route with the assigned driver at least once a year to survey the driver's performance, route hazards and equipment efficiency. This position is not required to be dedicated full-time to Windsor Public Schools, however sufficient time allocations must be in place in order to provide on-going training services to the Contractor's staff.

10.7 Other Employees: The above detailed employees shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. It is the Contractor's responsibility to determine what, if any, additional employees may be required to meet the program needs.

10.8 All office staff, drivers and bus attendants provided by the Contractor pursuant to this Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way. All bus drivers and bus attendants must wear photo identification tags provided by the Contractor whenever they come in contact with students or school building personnel while working in their assigned tasks.

10.9 The Contractor must comply in all material respects with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver and bus aide employment and bus operation, and Board of Education policies and regulations.

10.10 Each driver and bus attendant performing services pursuant to this Contract shall be involved in all safety programs which are or may be required by the laws, rules and regulations of the State of Connecticut. Bus attendants must receive complete training on providing the necessary services to students in addition to being fully trained on all vehicle features including specialized seating and automated lift systems. The District's Transportation Supervisor reserves the right to attend any of these safety meetings.

The District reserves the right to provide specialized training with the cost of said training borne by the District, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor.

10.11 The physical examinations of drivers or bus attendants shall be at the employee's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers and attendants must also comply with any applicable Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

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

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

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

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

10.13 The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties, or absenteeism, to maintain and provide the services which are required under this Contract. The Contractor shall provide attendance information to the District upon request. The stand-by drivers must be experienced in the Town of Windsor.

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

10.14 The Contractor shall be responsible for providing practice and instruction to the drivers and attendants with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of the State of Connecticut or federal law. Contractor shall also provide all employees such training as is required by law, including but not limited to bloodborne pathogen exposure control training.

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

10.16 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under this Contract. No pre-kindergarten or kindergarten children, or in-district special education students, are to be released without supervision. If there is no one to meet the child, or if the child is not with a sibling, the child is to be returned to such child's school, and dispatch is to be notified IMMEDIATELY, and dispatch shall notify the District IMMEDIATELY.

10.17 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to this Contract by any employee of the Contractor, nor shall any employee of the Contractor be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee of the Contractor transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees. The Contractor is required to fully inform its employees of this provision. The Contractor shall prohibit alcoholic

beverages or illegal intoxicants at the bus terminal. The Windsor Public Schools has a "drug free zone" and "no smoking" policy on school property.

10.18 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus, and each driver must be on the bus at the time scheduled for student loading. Each driver shall be informed of, and comply with, the District's "no-idling" policy while providing services to the District.

10.19 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.

10.20 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 15.2, the terminal is required to have access to routing software. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

10.21 The Contractor shall, at the request of the Board, perform criminal record checks on drivers and/or bus aides, to the extent permitted under applicable law, and the results of all such criminal records checks shall be reported to the Board. Contractor shall submit to the Board a Department of Children and Families "Authorization for Release of Information for DCF CPS Search" form for all employees assigned to perform services under this Contract.

10.22 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.

10.23 The Contractor shall fully inform the employees performing services to the District of their responsibility to conform to the policies and procedures of the District, including but not limited to the requirement of professionally representing the District in the community both in person and through any electronic communications. Communications with the residents of the District in a positive and constructive manner is an important element of the services being provided by the Contractor.

10.24 Some vehicles provided under this Contract that are performing home-to-school or special education services (as needed based upon IEP requirements) will include a bus attendant provided by the Contractor. All attendants must be prepared to assist special education students to and from the threshold of the property, and they must assist the

handicapped pupil in entering and leaving the vehicle. While this is not to be construed as requiring attendants to carry a pupil, it does mean assisting by lifting legs, securing wheelchairs, carrying books, or otherwise assisting handicapped pupils to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

Attendants perform critical functions to support the needs of students. To this end, attendants must receive proper training, including the use of automated lift systems and the proper securing of wheelchair and specialized equipment. Providing a person without the proper training does not fulfill the requirements for a bus attendant. The Contractor will provide the attendants with appropriate training to meet these important goals. The District reserves the right to review all training information and procedures, and to require documentation on the training received by each person.

The Contractor will be responsible for communicating with attendants their responsibilities, and any attendant not willing to comply with these requirements will be removed and replaced.

There may be situations where the District assigns a Bus Monitor or Teacher Assistant to a Special Education vehicle or student, and/or contracts with an outside agency for nursing services. The Contractor will facilitate this process and the transportation of these persons provided that (i) the Board shall be solely responsible for all acts or omissions of such persons and (ii) no such person shall be considered or deemed to be an employee, independent contractor or agent of the Contractor. The Board shall not allow any person to serve as a nurse or an aide who is not qualified to perform the essential functions of their job, with or without reasonable accommodation.

10.25 If requested by the District, the driver will enforce the District's request for assigned seating on the bus. The District will work with the Contractor and driver to develop the seating chart, and the driver will implement and enforce this requirement.

11. VEHICLES

11.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the District as mutually determined by the District and the Contractor. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

11.2 In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place

to insure that the spare vehicle can respond to a vehicle need within 30 minutes. Vehicles with a capacity greater than the required vehicle can serve as a spare for a smaller capacity vehicle as long as the larger vehicle provides the same features and capabilities. Stand-by drivers must be available to operate these vehicles.

11.3 The projected 2016-17 program will require the following buses:

QUANTITY	DESCRIPTION
44	Type I, 71 Passenger Buses
2	Type II, 30 Passenger Buses
13	Type II, 19/20 Passenger Buses
2	Type II, Wheelchair (8 pass + 2 w/c)
1	7 Passenger Van
2	5 Passenger Automobile
Plus a minimum of 10% spares	
Larger capacity buses may be used to meet vehicle requirements – for example, 30 passenger buses may be used to meet the 19/20 passenger bus mandate. Fuel reimbursement will be based on the smaller capacity vehicle.	

The bus capacities may be changed by the Board for future years.

11.4 All vehicles providing services to special education students must be air conditioned.

All Type II or smaller vehicles must be equipped with seat belts.

11.5 At least two of the Type I buses must be equipped with undercarriage storage. If these buses are assigned to a daily run they must be available in time to meet the sports trip schedules in the afternoon.

11.6 The Contractor shall furnish Type I and Type II buses and STVs with a 2016 chassis year for the 2016 – 2017 school year. Any replacement vehicles or spares shall conform to the following fleet age profile:

11.6.1 30 passenger and larger buses: 5.5 year average age with no bus older than 10 years.

11.6.2 Less than 30 passenger buses/vehicles: 4.5 year average age with no vehicle older than 7 years.

11.6.3 Failure to maintain the stipulated age requirements during the Contract life shall be considered a default under this Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the Contract (calculated on September 1st of each year). For example, a bus with a 2011 chassis year, at the beginning of this Contract period (7/1/16) would be considered 5 years old. Vehicle ages will be calculated each Contract year and

the Contractor will provide the District with a detailed fleet listing at the beginning of each school year stipulating that they meet this age criteria. The use of buses older than allowed under this Section, or the removal of newer buses from the fleet (and the failure to replace them with buses of the same age or newer) once the average age calculation is performed, is a default under this Contract.

11.7 Flashing stop arms, front safety crossing control gates, and "Child Check Mate" (or equivalent automated system) are required on all vehicles, including spare buses. All vehicles must have emergency roof hatches. All equipment must be operational on any buses providing services under this Contract.

11.8 All vehicles can include two-way radios of at least 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the Town of Windsor boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the Town of Windsor have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone; repeater station) must be provided by the Contractor. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

The Contractor will provide the District's Transportation Office with a base station tied to the Contractor's frequency.

11.9 All buses provided under this Contract must be equipped with seat belts if required by law. All Type II or smaller vehicles must be equipped with seat belts.

11.10 All designated vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie-downs and one over the shoulder restraint.

11.11 Route numbers shall be prominently displayed on the buses, consistent with State regulations. Route identification shall not be obscured due to darkened windows, dirt, or other visual obstruction. All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the District, located on signs prominently displayed on the vehicle. Spare vehicles must have a system to allow the proper identification when providing services on a route, and identification must be accurate for the route(s) being serviced. All buses must be identified with signs reading "Windsor Public Schools" located on both sides of the vehicles. Lettering will be no less than 4" in height.

11.12 All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits. Each bus must have an exterior bus washing at a minimum of

once per month during the school year. Should the Contractor fail to meet the monthly washing mandate, the District reserves the right to contract with an outside service and charge the cost to the account of the Contractor with the right of offset to any outstanding invoices. The Contractor shall be responsible for cleaning or eradication of any infestations or contaminations as required by the District or such other regulatory authority.

11.13 Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior knowledge and approval of the District, drivers may transport no more than two (2) of their own pre-school children however the children shall not be less than one year of age. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required shall be the responsibility of the Contractor. The District reserves the right to withdraw approval if the driver benefit interferes with the provision of safe and effective services to District students. Such determination rests solely with the District in its reasonable discretion.

11.14 All buses (including spares) shall be equipped with a digital video system with a minimum of four cameras per vehicle for 30+ passenger buses, and two cameras for Type II vehicles, with audio capture feature and a hard drive retention of a minimum of 18 school days. The Contractor shall also make available software for viewing, playback and event searching by District personnel. All camera use and video viewing shall be consistent with the published policies and procedures as established by the District. Information about the camera system is set forth in Exhibit C, attached hereto and made a part hereof. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers.

11.15 The Contractor shall ensure that each bus includes the proper notification signs stipulating the use of audio and video recording equipment.

11.16 At the Board's request and cost, the Contractor shall install and operate a GPS system that would integrate with the required routing software, and which will provide the Board with access to the GPS data at the Board's offices. The Global Positioning System (GPS) (Zonar or approved equivalent) with advanced stop arm and door opening alerts shall be operational on every vehicle selected by the Board. The details on the specific GPS systems to be utilized are set forth in Exhibit C hereto. The GPS data from the software must be made available to integrate fully with the Board's routing software. The Contractor shall be responsible to provide a daily listing to the Board of the particular vehicle assigned to each route. The Board reserves the right to designate some (but not less than 50%) or all of the fleet to contain this feature. Included in the GPS system would be the necessary software module(s) to allow the Board full access to the GPS data. The Contractor would be responsible for providing this software to the Board.

If the Board elects to have GPS on some or all of its vehicles, the Board shall pay to the Contractor the annual cost per bus for each bus selected by the Board to have GPS for the installation and operation of this feature, as set forth in Exhibit B attached hereto.

11.17 The Superintendent or his/her designee reserves the right to reject buses to be used under this Contract based upon safety issues or chronic mechanical problems of a serious nature. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

11.18 The Contractor shall provide prior to the start of each year of the Contract, a list of the vehicle identification number, year, body manufacturer, chassis manufacturer, student seating capacity, and fuel type of each vehicle to be utilized under this Contract during the Contract year.

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

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

12. FACILITIES

12.1 Contractor shall be responsible for providing all transportation related facilities used in the performance of this Contract. The site(s) to be utilized by the Contractor for the operation and maintenance services is described in the Contractor's Response. The location of the site cannot change without the prior written consent of the Board. The Board reserves the right to inspect the terminal(s) periodically during the term of the Contract. The District strongly prefers that the facility utilized for the day-to-day operation of the Contract be located within the Town of Windsor.

12.2 Contractor shall pay all motor vehicle, personal, excise, sales, use and other taxes or assessments with respect to Contractor's vehicles, equipment, personal property and business operations on the premises prior to same becoming delinquent. If the facility is located in the Town of Windsor, all vehicles will be registered in the Town of Windsor and applicable taxes on the assets shall be paid to the Town of Windsor. If the facility is not located in the Town of Windsor, the Contractor shall make an annual payment to the Town of Windsor equivalent to the applicable taxes that would be paid if the facility was located within the Town of Windsor.

12.3 When not operating in service to the Board, removed for maintenance service at another location, or otherwise in use, all vehicles being used to provide services under this Contract shall be parked at the bus garage serving Windsor Public Schools and be subject to the control and supervision of the Contractor. Buses shall not be parked at private residences or any other locations in the Town of Windsor except at the bus garage.

"Park-outs", or provisions to allow drivers to store the vehicles at their homes or other locations, are specifically prohibited.

13. FUEL

The District shall provide fuel to the Contractor at the District's expense under the following parameters:

13.1 The Board will furnish the Contractor, without charge to the Contractor and at mutually convenient times, with the fuel necessary for the performance of the transportation required by Windsor Public School's Transportation Program. The amount furnished will be limited to the amount actually used in the performance of this Contract, or to:

- one (1) gallon of diesel for each eight (8) route miles for 30+ passenger buses, or
- one (1) gallon of diesel for each twelve (12) route miles for 18-29 passenger vehicles (including wheelchair vehicles), or
- one (1) gallon of unleaded gasoline for each twenty (20) route miles for vans or other unleaded vehicles.

At the present time the Board is providing the fuel through the use of the Department of Public Works site in the Town of Windsor. It is expected that this process will continue during the term of this Contract. The Contractor will comply with authorization requirements as determined by the Town of Windsor.

Should the Contractor receive the District's permission to utilize an alternative vendor or source, the District will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would be incurred should the District's designated fuel dispensing location be made available to the Contractor but not be utilized.

13.2 For the purposes of the calculation of allowable miles for the allocation of fuel, (i) if the Contractor is using vehicles parked at a lot in the Town of Windsor, allowable miles shall be terminal to terminal, or (ii) if the Contractor is using vehicles parked at a lot not located in the Town of Windsor, allowable miles will be based upon actual route miles as determined by the District. Actual route miles shall be from point of first pick up in the morning until the last drop off in the morning, and from the first school in the PM to the last drop off. Deadhead mileage to and from any terminal of the Contractor located outside of the Town of Windsor will not be included. The field and sports trips will be based upon the miles per gallon for the size vehicle utilized, from point of departure in the District to point of return in the District.

To allow accurate fuel usage tracking, the Contractor must supply the District with mileage for each trip. The District will not pay for any trips where specific mileage is not provided.

13.3 The Town of Windsor, or the Windsor Public Schools, will not provide fuel to the Contractor for any uses not related to the performance of the Contractor's obligations under this Contract.

13.4 If the District's designated fuel site is made available to, but not utilized by the Contractor, the Contractor agrees to provide the necessary storage and pumping facilities to meet the fuel needs of the program. The District will not be responsible for any "wet fueling" charges due to the lack of a fuel storage system, or any procedural limitations by the Contractor.

The District will not supply the Contractor with any fuel outside of the legitimate usage for the services provided by the Contractor to the District under this Contract. Should the Contractor be required to supplement the fuel allocation due to its own vehicle usage not related to the performance of the Contractor's obligations under this Contract, the Contractor will be required to purchase said fuel from its own supplier.

13.5 The Contractor and the District shall meet prior to the beginning of each school year to determine the allowable route mileage and the estimated annual fuel allowance. Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.

13.6 The Contractor is required to provide drivers with specific training on fuel economy techniques including, but not limited to, non-idling programs.

13.7 The District is very interested in the benefits and features of utilizing alternative fuels in the student transportation program.

14. SAFETY REQUIREMENTS

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

15. ROUTE SCHEDULING

15.1 The Contractor will use the so-called "Trapeze Routing System" software for the development of school bus routes within the Town in consultation with the District. The District shall reimburse the Contractor for the cost of the annual license fee for such software. All routes shall be subject to the final approval of the District, which approval shall not be unreasonably conditioned, withheld or delayed. The District reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate, upon at least three (3) days prior notice

to the Contractor. Except in emergency situations, no route changes are to be made by Contractor, or any driver, without the prior permission of the District. The District may request the assistance of the Contractor to evaluate or revise certain routes as the efficiency of the routing system is of paramount importance. Therefore, the Contractor is expected to provide the District with active assistance in evaluating route efficiency.

In the event that, in the opinion of the Contractor, routes cannot be traveled as scheduled, for good and sufficient reason, the District shall be notified immediately.

The District or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the District it is necessary for the safety and welfare of children. This shall be at no additional charge to the District as long as such changes do not increase the number of hours for which any vehicle will be operating. In the event that any such changes increase the number of such hours for which any vehicle will be operating, the Contractor shall be compensated therefor in accordance with the provisions of Section 2.3 above.

Routes and schedules are to accommodate class schedules and shall be determined by the District. The current bell times are detailed in Exhibit A to this Contract, attached hereto and made a part hereof. These times may change during the term of the Contract.

The District must be notified by telephone when a bus driver is aware that there will be a delay of fifteen (15) minutes or more in the transportation of students.

15.2 Both parties to this Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his/her designee. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services. As long as the Board does not increase the number of hours for which the buses will be operating, such change shall be without additional charges except as provided for within this Contract.

Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. The District will endeavor to provide the Contractor with at least 72 hour notice prior to the initiation of said new service.

At the termination of this Contract, the Contractor agrees to surrender any District data if so requested by the District.

15.3 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board including the calendars of all other schools for which the District is responsible for furnishing transportation. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as the Board declares official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools with the exception of extra-curricular trips authorized

by the District. The list of mandated legal holidays will be published no later than the second week of school.

15.4 Each bus used under this Contract will display the proper Bus Number, consistent with State regulations as to size and location, and must be identified with signs reading "Windsor Public Schools". Bus identification must include the Windsor Public Schools route numbers.

15.5 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.

15.6 Schedule Variations/Dismissal Schedules: The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Contractor shall also provide:

a) Noon dismissals, when required.

b) Early dismissals as per calendars provided by the District.

c) Comparable transportation from all non-public schools covered by this Contract on days when the Windsor Public Schools have other than regular dismissals.

d) Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc.. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor shall accommodate these early dismissals at no additional cost to the District.

e) Dismissal as required during December, March and June examination weeks in the high school.

f) Summer transportation as detailed in Section 2.3 of this Contract and as required by the individual student programs.

g) The Contractor will delay, at no additional cost to the District, the morning routes by up to two hours on any day that the Superintendent of School institutes a delayed opening of school due to adverse conditions or any other emergency.

15.7 The Contractor will supply updated route data, mileage and any other additional information deemed necessary by the District.

15.8 Trial Runs: On a day established by the District within one week prior to the first day of service under the Contract, each regular driver will make at least one (1) trial AM and PM run to include all stops assigned on the route, using the bus that will be assigned to the driver or a bus with similar capacity and features. Drivers are expected to become

familiar with their assigned routes and proficient in meeting the time demands of the transportation program. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. Contractor must provide written verification of this trial run process to the District no later than the beginning of school of each contract year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. Trial runs must be operated in vehicles with similar capacities to the vehicles that will be assigned to the runs. The cost of the trial runs shall be borne by the Contractor and will not be billed to the District, however the District will provide the fuel necessary for the trial runs. However, the District reserves the right to require additional trial runs and in those instances will reimburse the Contractor for its documented out-of-pocket expenses for these runs.

16. OPERATING MATTERS

16.1 District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, relevant to student transportation, as modified in writing by current practice, as they may be modified in writing from time to time, and such other future regulations as may reasonably be required by the District. The District policies are available on the website at: http://www.policy.cabe.org/windsor/.

16.2 Driver and Bus Attendant Training and Additional Training: All bus drivers and attendants must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. Additionally, drivers and bus attendants assigned to vehicles with automated lift systems shall receive training on the proper and safe use of such systems. Drivers and attendants shall also receive training on the proper methods of securing each type of wheelchair transported under this Contract. The cost of such instruction shall be paid by the Contractor. Should the District employ one or more bus attendants, these attendants will be trained by the Contractor at the Contractor's expense. The District will reimburse the Contractor for any out-of-pocket expenses associated with the training of District-employed attendants, including any physical exams or licensing. The District will be responsible for any and all salaries, benefits, and payroll expenses for these District employees.

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

16.3 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows on their vehicles as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus

and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination programs. Such services shall be provided at no additional cost to the District. All training must meet or exceed the mandates included in the published policies of the Windsor Public Schools.

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

Should the Town of Windsor experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. In light of the potential difficulties in providing these services, it is recognized that the Contractor will make all reasonable efforts to cooperate with the evacuation requirements while giving effect to the Contractor's other commitments. The rate for reimbursement of costs incurred by the Contractor shall be based on the Excess Hourly Rate set forth on Exhibit B hereto for the appropriate vehicle size.

16.5 Contractor's Reports: The Contractor shall deliver to the District its written weekly and monthly reports of operations, as follows:

16.5.1 Weekly report: A weekly report shall be provided which will include arrival (AM) times for each vehicle providing regular routes, which shall be listed by run numbers and indicate any combined runs. The weekly report must be provided no later than the end of the day Wednesday of the next week. The Contractor and the District shall meet prior to the beginning of school to finalize the information and format of this report.

16.5.2 Monthly report: The Contractor shall deliver to the District its written report of operations on a monthly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and bus aide training programs, driver and bus aide discipline matters and related documentation, and other items related to the performance of this Contract. A sample format is included as Exhibit D, attached hereto and made a part hereof. The Contractor and the District shall meet prior to the beginning of school to finalize the information to be contained on this report.

16.5.3 Accidents: In addition to monthly reports, in the event of any accident involving the operation of a school bus under this Contract, the District's designated liaison must be notified immediately. Any written reports which may be necessary will

be completed by Contractor in a timely fashion. Contractor must also comply with all Federal, State, and/or published District regulations or policies relative to accident reporting, investigations, and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

16.5.4 Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving District students, the Contractor shall immediately notify the individual school building, and the District's liaison, in the manner as prescribed by published District policy and procedure. The Contractor shall follow the written discipline operating procedures as defined by the District.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the published procedures in effect in the District during the term of this Contract. It is of paramount importance that drivers and bus aides maintain good order on the school buses. Drivers and/or bus aides may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification (approval) of any driver or aide who fails to do so. Any cost or salary reimbursement for attendance by drivers or aides shall be borne by the District.

16.5.5 Student Counts: A student count is required in October, January, and April during the school year with the counts added to the Monthly Report. A sample monthly report is shown in Exhibit D attached hereto, however this report will require adjustment based on discussions between the Contractor and the District relative to the preferred method of reporting the student counts. The District will provide the Contractor with the specific schedule for these student counts. The Contractor will provide whatever reasonable assistance is requested to assist the District in the compilation of this data.

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

16.6 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver shall file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his agent during business hours, provided that the District and its representatives comply with the Contractor's rules and policies regarding access, safety, security and confidentiality.

16.7 Rights To Property: As a condition of this Contract, the Contractor agrees to allow District Administrative personnel or their authorized representative(s) on any property connected with the service provided to the District for the purpose of inspection at any

time. The Contractor shall also make the garage facility and maintenance records available for inspection by school personnel.

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

16.9 Public Relations: The Contractor will cooperate with the District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program can be brought to the attention of the public in a responsible manner. The Contractor will not directly provide information or communicate directly with media without prior Board approval. Board will provide Contractor with a list of subjects that may be discussed by the Contractor with parents and the community directly without approval.

The Contractor shall fully inform its employees of the requirement to support the District in maintaining a quality public relations program.

17. COMPLIANCE REQUIREMENTS

17.1 Compliance with Title IX Regulations: In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully with Title IX.

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

17.2 Compliance with the Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973: In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully.

18. TERMINATION OF CONTRACT BY BOARD WITHOUT DEFAULT

The Windsor Public Schools may terminate this Contract any time by notice in writing from the Board to the Contractor, because of the good faith lack of appropriate funding to operate the transportation program.

If this Contract is terminated by the Windsor Public Schools as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by Contractor prior to the date of termination. Any pre-payments made to the Contractor by the District pursuant to the terms of this Contract will be adjusted and any monies that should be refunded to the District will be remitted within 15 days.

19. CONTRACTOR'S DEFAULT

If, at any time during the term of this Contract, the Contractor, in the reasonable discretion of the Board; (a) has failed to provide the level of services required under this Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under this Contract other than as provided herein; (i) fails to provide the insurance required in this Contract; (j) fails to provide the Performance Bond required by this Contract; or (k) fails to comply with any other term or condition contained in this Contract, and any such failure, event or noncompliance has not been cured by the Contractor following thirty (30) days prior written notice thereof from the Board to the Contractor (or, if such condition is not capable of being cured within such thirty (30) day period, if the Contractor has not commenced and diligently attempted to cure such condition within such thirty (30) day period), the Board shall have the right to terminate this Contract upon written notice to the Contractor.

The above remedies are in addition to any other remedies the Board may have.

In the event of termination of this Contract due to Contractor's default and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract, after giving effect to the application of any Performance Bond.

In addition, one-day cessation of bus services shall constitute a default of this Contract. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any single day.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the District as soon as such information becomes known to it, and the Contractor shall use its commercially reasonable efforts to make interim arrangements for bus service. The Contractor shall compensate the District for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all

requirements cannot be obtained after reasonable efforts by the Contractor within five (5) school days of the cessation of service, the District shall have the option of terminating this Contract upon written notice to the Contractor, calling the performance bond and/or other security or taking such action as may be authorized by law.

In all other cases where the Contractor ceases service for one or more school days, the District shall also have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any performance bond provided under this Contract to the District shall so specifically state.

20. NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

20.1 If at any time the Contractor does not provide the required number of buses, drivers or attendants necessary under this Contract, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus $100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of this Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.

20.2 If the Contractor does not supply when needed the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the District shall deduct from the monthly payment the pro-rata cost of the unfurnished vehicle(s) for that day, plus $50.00.

20.3 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require an extraordinary level of involvement by the District, the District reserves the right to officially notify the Contractor of such problems. Should

similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct $100.00 from the monthly payment for each such occurrence.

Should the Contractor fail to comply with specific requirements of this Contract, and should this issue not be addressed in this Section 20.3, the Contractor is liable for deductions equivalent to the cost of a Type I bus for five hours per day for the appropriate contract period for each day that the non-compliance occurs.

20.4 If at any time the Contractor uses a driver or attendant in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of $150.00 per day from the monthly billing for service for each person so employed, plus the per diem cost for the vehicle for that day.

20.5 In the event a strike or other occurrence causes an interruption of services for more than 24 hours that is not addressed by the Contractor in accordance with Section 19 above, the District shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the account of the Contractor.

20.6 The District requires that all buses that are utilized in the performance of this Contract have operating and active radios, or comparable communication devices (cellular phones). A $100 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.

20.7 The District requires that at all buses have operable digital cameras consistent with the equipment description in Section 11.14 of this Contract. A $100 per day per bus liquidated damage may be assessed for any bus that violates this mandate.

20.8 If the Board elects to have GPS on the vehicles as described in Section 11.16 of this Contract, in the absence of a systemic failure or some other cause beyond the control of the Contractor, the applicable vehicles must have operable GPS consistent with the equipment description in Section 11.16 of this Contract. A $100 per day per bus liquidated damage may be assessed for any bus that violates this mandate.

20.9 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as reasonably determined by the District, the Contractor may be assessed a $100 per day per bus liquidated damage. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of this Contract, will result in liquidated damages of $50 per day plus the per diem cost of the vehicle.

20.10 The Terminal Manager and/or Dispatcher are precluded from driving duties or maintenance duties, except in an emergency as determined solely by the District. Should either the Manager or Dispatcher drive one or more routes without the prior approval of

the District, the District reserves the right to not pay for that portion of the run operated, plus assess a $50 per occurrence liquidated damage.

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

However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles to perform the requested extra-curricular services. In this event, the Contractor must make every reasonable effort to secure the necessary vehicles, and must notify the District at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.

20.12 A reliable transportation system is important to meet the education requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent manner, and delivered to their school buildings prior to the assigned arrival time. In the PM, students must be delivered home in the PM in an efficient manner. No bus is permitted at a school in the AM more than 15 minutes prior to the bell time without permission from the District's Transportation Office, and all buses must arrive at their AM schools prior to the scheduled arrival time. In the PM, a bus is not "late" on the 2nd tier until 15 minutes past the bell time. A vehicle which violates the AM or PM time standard may be assessed a liquidated damage of $50 per occurrence. Should situations beyond the control of the Contractor cause the late pick-up in the PM (weather; traffic; detours; etc.), the liquidated damage will not be assessed.

20.13 It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the District to terminate this Contract in accordance with Section 19 above and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, in law and equity.

The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed $1,500 in any school year. Should the assessment level be reached, the District reserves the right

to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this Contract, or by exercising the provisions of this Contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous nonexercise or waiver.

21. ACTS NOT IN CONTROL OF CONTRACTOR

The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, inability to secure fuel, power, supplies, equipment, personnel or materials at reasonable prices or on account of shortages thereof, or for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

22. NO ASSIGNMENT BY CONTRACTOR

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the District, which consent shall not be unreasonably conditioned, withheld or delayed. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered a contract assignment under this provision.

23. INCORPORATION OF DOCUMENTS

All of the SPECIFICATION AND PROPOSAL FORMS FOR STUDENT TRANSPORTATION of the Windsor Public Schools released November 6, 2015 and any Addenda (the "RFP") shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The provisions of the Contractor's response to the RFP dated December 10, 2015 (the "Contractor's Response") are incorporated into this Contract to the extent that such provisions do not conflict with this Contract; and the parties specifically agree that the pricing information attached as Exhibit B to this Contract supersedes in its entirety the pricing information submitted with the Contractor's Response. In the event of any conflict between the terms and conditions of this Contract, the RFP, and the Contractor's Response, the terms of this Contract shall control.

24. OTHER CONTRACTORS

It is the District's desire and intention to award a contract to one Contractor. However, in order to meet the operating requirements of the District, it is understood that the Contract in no way

excludes the District from using its own vehicles, drivers, attendants, or services provided by other school districts. The District may also use services from other contractors in the event that the Contractor cannot meet the District's needs. Additionally, the District may utilize services provided by other contractors for special needs transportation and for athletic and field trips.

25. NO WAIVER

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

26. GOVERNING LAW

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles that would require the application of any other law.

27. SEVERABILITY

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.

28. COMPLETE AGREEMENT

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.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives, as of the 29 day of April, 2016.

CONTRACTOR

DATTCO, INC.

By _____

BOARD

WINDSOR BOARD OF EDUCATION

By _____

EXHIBIT A

WINDSOR PUBLIC SCHOOLS:

SCHOOL	ADDRESS	GRADES	Open	Close
Oliver Ellsworth School	730 Kennedy Road Windsor, CT 06095	PreK - 2	8:40am	3:25pm
Poquonock Elementary School	1760 Poquonock Avenue Windsor, CT 06095	PreK - 2	8:40am	3:25pm
Clover Street School	57 Clover Street Windsor, CT 06095	3-5	8:40am	3:25pm
John F. Kennedy School	530 Park Avenue Windsor, CT 06095	3-5	8:40am	3:25pm
Sage Park Middle School	25 Sage Park Road Windsor, CT 06095	6-8	8:05am	2:50pm
Windsor High School	50 Sage Park Road Windsor, CT 06095	9-12	7:35am	2:20pm

OTHER SCHOOL LOCATIONS TRANSPORTED BY DISTRICT:

SCHOOL	ADDRESS	GRADES	Open	Close
Aerospace & Engineering	1101 Kennedy Rd Windsor, CT 06095	6-12	7:30am	3:20pm
St. Gabriel	77 Bloomfield Avenue Windsor, CT 06095	K-8	7:50am	2:25pm
Trinity Christian	180 Park Avenue Windsor, CT 06095	PreK3 - 12	7:45am	3:00pm
Praise Power and Prayer	209 Kennedy Road Windsor, CT 06095	K-12	7:55am	2:20pm
Prince Tech	500 Brookfield St Hartford, CT 06106	9-12	7:15am	2:18pm
Howell Cheney Tech	791 W. Middle Tpke, Manchester, CT 06040	9-12	7:15am	2:03pm
Greater Hrfd Acad Arts	15 Vernon St. Hartford, CT 06106	9-12	7:10am 12:30pm	4:15pm

EXHIBIT B

(See attached pricing information)

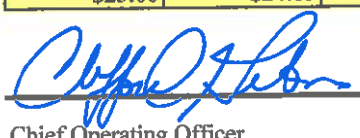
WINDSOR PUBLIC SCHOOLS

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of December 10, 2015.

Proposer Name: Revised 1/15/16 **DATTCO, Inc.**

PUBLIC, NON-PUBLIC, SPECIAL EDUCATION, AND SUMMER SERVICES

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
a) Home-to-School - Type I (71 pass). **Rate per day.**	$287.50	$298.97	$310.89	$323.28	$336.17
b) Home-to-School - Type I (30 pass). **Rate per day.**	$281.80	$293.03	$304.71	$316.86	$329.50
c) Home-to-School - Type II (19/20 pass). **Rate per day.**	$263.07	$273.56	$284.47	$295.81	$307.60
d) Home-to-School - Type II (8 + 2 w/c). **Rate per day.**	$270.27	$281.05	$292.25	$303.91	$316.02
e) Home-to-School - Car/van (5-7 pass). **Rate per day.**	$221.88	$230.73	$239.93	$249.49	$259.44
f) Mid-day Type II. **Rate per Hour.**	$49.25	$50.97	$52.76	$54.60	$56.52
g) Late run Type I. **Rate per Hour.**	$49.25	$50.97	$52.76	$54.60	$56.52
h) Late run Type II. **Rate per Hour.**	$49.25	$50.97	$52.76	$54.60	$56.52
i) Summer Type I. **Rate per Hour.**	$100.00	$103.50	$107.12	$110.87	$114.75
j) Summer Type II or w/c. **Rate per Hour.**	$100.00	$103.50	$107.12	$110.87	$114.75
k) Excess Hours Rate. **Rate per Hour.**	$49.25	$50.97	$52.76	$54.60	$56.52
l) Bus Aide. **Rate per Hour.**	$23.00	$24.15	$25.36	$26.63	$27.96

PROPOSER'S SIGNATURE: 

TITLE: Chief Operating Officer

COMPANY NAME: DATTCO, Inc.

Proposer's Initials

WINDSOR PUBLIC SCHOOLS

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of December 10, 2015.

Proposer Name: revised 1/15/16 **DATTCO, Inc**

FIELD & SPORTS - IN-DISTRICT
COST PER HOUR - 1 HR MINIMUM

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
DRIVING TIME:					
Type I Passenger Bus	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
Type II Bus	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
Type II w/ A/C & W/C Lift	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
WAITING TIME:					
Type I Passenger Bus	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
Type II Bus	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
Type II w/ A/C & W/C Lift	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90

FIELD & SPORTS - OUT-OF-DISTRICT
COST PER HOUR - 2 HR MINIMUM

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
DRIVING TIME:					
Type I Passenger Bus	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
Type II Bus	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
Type II w/ A/C & W/C Lift	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
WAITING TIME:					
Type I Passenger Bus	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
Type II Bus	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90
Type II w/ A/C & W/C Lift	$ 55.00	$ 56.65	$ 58.35	$ 60.10	$ 61.90

COST PER MILE OVER 50 MILES

Type I Passenger Bus	$ 1.75	$ 1.84	$ 1.93	$ 2.03	$ 2.13
Type II Bus	$ 1.75	$ 1.84	$ 1.93	$ 2.03	$ 2.13
Type II w/ A/C & W/C Lift	$ 1.75	$ 1.84	$ 1.93	$ 2.03	$ 2.13

PROPOSER'S SIGNATURE: _____

TITLE: Chief Operating Officer

COMPANY NAME: DATTCO, Inc.

Proposer's Initials

WINDSOR PUBLIC SCHOOLS

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of December 10, 2015.

Proposer Name: revised 1/15/16 **DATTCO, Inc.**

Pre-Payment Discount (Alternate 5.1)

Percentage discount applied to pre-payment amount consistent with Alternate 5.1.

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Discount per pre-payment period for Home-to-School program (5.1): enter %	0.00%	0.00%	0.00%	0.00%	0.00%

Performance Bond Cost (Alternate 5.2):

Annual charge to the District for the provision of a performance bond equal to 100% of the contract awarded. (Proof of bondability consistent with requirements must be submitted with the Proposal.)

Annual Charge:	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
$	$24,000.00	$24,720.00	$25,461.60	$26,225.45	$27,012.21
or %					

If the Proposer is submitting "comparable security" in lieu of the performance bond, a letter detailing the proposed security must be submitted. Check below if comparable security is being proposed. Yes for submitting comparable security, or No represents using the Performance Bond as security.

Comparable Security Proposed: **Yes** [ ] **No** [x]

Global Positioning System (GPS) - (Alternate 5.3):

Annual charge per vehicle for the provision of GPS capabilities consistent with Alternate 5.3.

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Annual Rate per Vehicle:	$450	$450	$450	$450	$450

PROPOSER'S SIGNATURE: _____

TITLE: Chief Operating Officer

COMPANY NAME: DATTCO, Inc.

EXHIBIT C

(See attached information on cameras and global positioning system)

EXHIBIT D

WINDSOR PUBLIC SCHOOLS
TRANSPORTATION REPORT

SAMPLE ONLY

MONTHLY ACTIVITY REPORT
MONTH:_____, 201___

# FULL OPERATING DAYS - YEAR-TO-DATE:			days
# FULL OPERATING DAYS REMAINING IN YEAR:			days

HOME-TO-SCHOOL MILEAGE	**CURRENT MONTH**		**YEAR-TO-DATE**	
Regular Runs				
Special Runs				
Late Runs				
Other:				
TOTALS:				

SAFETY AND TRAINING ACTIVITY:

_____

_____

_____

ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)

_____

_____

_____

OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)
FUEL USAGE: Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.
STUDENT RIDERSHIP COUNTS:

Date Prepared:_____/_____/_____

Prepared by: _____

Title: _____

FIRST AMENDMENT TO CONTRACT FOR TRANSPORTATION SERVICES

This **FIRST AMENDMENT TO CONTRACT FOR TRANSPORTATION SERVICES** (the "Amendment") dated as of June 30, 2021, is by and between the **WINDSOR BOARD OF EDUCATION** (the "District"), and **DATTCO, INC.** (the "Contractor").

WITNESSETH:

WHEREAS, the District and the Contractor are parties to that certain Contract for Transportation Services dated as of April 29, 2016 for the transportation of children to and from schools located in the Town of Windsor, Connecticut (the "Contract"); and

WHEREAS, the District and the Contractor executed that certain letter agreement dated April 24, 2020 to address payment under the Contract during the spring of 2020; and

WHEREAS, the District and the Contractor have agreed that the term of the Contract shall be extended for an additional five (5) year period; and

WHEREAS, the District and the Contractor desire to amend the Contract to, among other things, effectuate the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. Section 1 of the Contract is hereby deleted in its entirety and replaced with the following:

"1. TERM. The initial term of this Contract shall be for a period of five (5) years, beginning on July 1, 2016 and terminating on June 30, 2021 (the "Initial Term"). The second term of this Contract shall be for a period of five (5) years beginning on July 1, 2021 and terminating on June 30, 2026 (the "Second Term", and together with the Initial Term, the "Term")."

2. In the fourth paragraph of Section 2.3 of the Contract, the phrase stating "The Contractor's prices shown on Exhibit B, attached hereto and made a part hereof, are based on the following:" shall be deleted and replaced with the following:

"The Contractor's prices shown on Exhibit B-1 and Exhibit B-2, attached hereto and made a part hereof, and collectively referred to herein as "Exhibit B", are based on the following:"

3. The heading on Exhibit B to the Contract shall be relabeled as "Exhibit B-1".

4. Exhibit B-2 to this Amendment shall be added as Exhibit B-2 to the Contract.

5. Section 4 of the Contract shall be amended to include the following new Section 4.13:

"4.13 The Contractor and the District each acknowledge and agree that the pricing set forth on Exhibit B-2 hereto applies only during the Second Term. During the Second Term, the District shall pay the Contractor on a per diem, per vehicle fee basis for home-to-school transportation for a minimum of one hundred eighty (180) days during the school year, even if the District did not require home-to-school transportation for 180 days during each school year of the Second Term. The Contractor and the District further acknowledge that the District has agreed to make such payments to ensure continuity of service. To that end, the Contractor agrees that it will take all commercially reasonable steps to ensure continuity of service, including, but not limited to, continuing to employ all drivers and other employees providing service under the Contract, so that the Contractor is able to fully perform its obligations under the Contract in all material respects. The Contractor and the District further acknowledge and agree that even though the District has the right to increase or decrease the number of vehicles utilized in home-to-school transportation, the District nevertheless agrees to pay the Contractor during the Second Term the full per diem, per vehicle rate for the 2021-2022 and the 2022-2023 school years for the Minimum Vehicle Counts as defined below and listed on Exhibit B-2 hereto. The "Minimum Vehicle Counts" shall be defined as 38 Type 1, 71 passenger school buses; 18 Type 2 19/20 passenger school buses; 1 Type 2 school bus for 8 passengers with 2 wheelchair positions; and 7 cars or van type vehicles with 5-7 passengers for the 2021-2022 and 2022-2023 school years. For the remainder of the Second Term (i.e. the 2023-2024 school year, the 2024-2025 school year, and the 2025-2026 school year), the per diem, per vehicle price paid by the District to the Contractor shall be based on the actual vehicle numbers utilized in Home-to-School Transportation, subject to the pricing percentage adjustments included in Exhibit B-2 hereto. During the Second Term, the minimum number of vehicles and minimum school days described in this Section 4.13 shall be incorporated, to the extent applicable, throughout the Contract. Subject to the following sentence, and notwithstanding anything contained herein to the contrary, should a vehicle not be utilized on a scheduled route for any reason whatsoever, such as the Contractor's failure to have adequate drivers or vehicles, the Contractor shall notify the District immediately and (i) the Contractor and the District shall mutually determine any necessary route reconfigurations required for the Contractor to provide the transportation services hereunder and (ii) the District shall not be charged a per diem rate for such unused vehicle for each day that such unused vehicle is not operated, unless such unused vehicle is not operated for fewer than five (5) consecutive school days, in which case the Contractor may charge the District for any such unused vehicle that is not operated during such period. The foregoing sentence shall not include instances where the District cancels or suspends the scheduled route on either a temporary or a permanent basis. The Contractor acknowledges and agrees that it shall not temporarily reassign any driver on its payroll who regularly provides transportation services to the District to another work assignment outside of the District, unless on such date the Contractor has the same amount of regularly scheduled drivers and vehicles performing services in the District."

6. Section 8.2(c) of the Contract is hereby deleted in its entirety and replaced with the following:

"c) $5,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, and Employers Liability."

7. Section 8.2(f) of the Contract is hereby deleted in its entirety and replaced with the following:

"f) Sexual Misconduct and molestation insurance must be provided with limits of at least $3,000,000 and must include an additional insured endorsement naming Windsor Board of Education and Town of Windsor, as their interests may appear under this Contract. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage."

8. The following shall be added at the end of Section 10.4 of the Contract:

"The Terminal Manager shall be responsible for providing training to its drivers on how to properly document student discipline problems and accident reports and for obtaining such reports from its drivers promptly after they are completed. Upon the Terminal Manager's receipt of such reports, he/she shall review such reports for accuracy and proper wording, follow-up with the reporting driver if necessary, and work with the driver to make any required revisions and corrections. Once such report is complete, the Terminal Manager shall submit the same to the District within 36 hours of such incident.

The Terminal Manager shall also be required to monitor the electronic student file that is transmitted nightly to the Mapnet system. As a part of such monitoring process, the Terminal Manager shall verify that each student has been automatically assigned to his/her own unique bus stop. If any student has not been automatically assigned, the Terminal Manager shall manually assign such student to his/her stop within forty-eight (48) hours of such transmittal.

The Board shall, from time to time, provide the Terminal Manager with a current list of all streets in the Town of Windsor that are classified as "No-Cross" streets. The Terminal Manager shall develop and implement a plan for stops on these streets and make clear and appropriate notations on each route sheet indicating instances where students may not cross. The Terminal Manager shall provide such route sheets with appropriate notations to each driver. For example, because Cook Hill Road is a "No-Cross" street, the route sheet provided to the driver should contain a notation that states "Door Side Only". "

9. Section 10.24 of the Contract is hereby amended as follows:

- The phrase "provided by the Contractor" in the first sentence of Section 10.24 shall be deleted and replaced with the phrase "provided by the District."
- Add the following to the beginning of the second sentence of Section 10.24: "The District shall ensure that".

10. Section 11.12 of the Contract is hereby deleted and replaced with the following:

"11.12. (a) Interior Cleaning. The interior of all vehicles must be cleaned and disinfected on a regular schedule in order to mitigate the spread of communicable diseases. The parties agree that the Contractor will perform all cleaning and disinfecting services in accordance with industry standards and provide the necessary cleaning and disinfecting supplies.

The Contractor shall be responsible for cleaning any infestations or contaminations as reasonably required by the District or such other regulatory authority.

(a) Exterior Cleaning. The exterior of each vehicle must be washed at a minimum of once per month during the school year, at all times that weather permits.

(b) Failure to Clean. Should the Contractor fail to meet the interior and/or exterior cleaning requirements described in subsections (a) and (b) above, the District shall have the right to contract with an outside service and charge the cost of such cleaning to the Contractor with the right of offset to any outstanding invoices."

11. Section 11.14 of the Contract shall be deleted and replaced with the following paragraph:

"All buses (including spares) shall be equipped with a digital video system with a minimum of four (4) cameras per vehicle for 30+ passenger Type I buses, and two (2) cameras for Type II vehicles, with audio capture feature and a hard drive retention of a minimum of 16 days. The Contractor shall also make available software for viewing, playback and event searching by District personnel as soon as practicable, but in no event more than twenty-four (24) hours from which the District requested it. The Contractor shall install a secure shared drive between the Terminal Manager and the District's transportation coordinator so that the Terminal Manager can share any requested video with the District's transportation coordinator in a format easily accessible to the District. All camera use and video viewing shall be consistent with the policies and procedures as established by the District. Information about the camera system is attached as Exhibit C, attached hereto and made a part hereof. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers."

12. The second paragraph of Section 11.16 of the Contract is hereby deleted and replaced with the following:

"During the Initial Term, for each vehicle upon which the Board elects to have GPS, the Board shall pay the Contractor the annual cost per bus for each bus selected by the Board to have GPS at the rate set forth on Exhibit B-1 hereto. During the Second Term, the cost of GPS is included in the home-to-school rates set forth in Exhibit B-2 hereto, and the District shall not be charged separately therefor."

13. The following sentence shall be added to the end of the first paragraph of Section 15.1 of the Contract:

"At all times, the Contractor shall staff the Terminal with one of its employees who has the knowledge and ability to responsively assign students to transportation routes, including, but not limited to, special education transportation routes."

14. The last sentence of Section 15.1 of the Contract is hereby deleted and replaced with the following:

"The Contractor must notify the District's transportation coordinator by telephone whenever a bus driver is delayed by ten (10) minutes or more in the transportation of students."

15. The following sentence shall be added to the end of Section 16.1:

"As used throughout this Contract, including, but not limited to, Section 3.3.9, Section 10.4 and Section 16.5.4, a District's policy or procedure shall be deemed "published" if it is posted on the District's website as of June 30, 2021 or is otherwise provided by the District to the Contractor. The District shall provide written notice to the Contractor of any and all revisions, additions, or amendments to a District policy or procedure with an effective date after June 30, 2021."

16. Section 17 shall be amended to add a new Section 17.3, which shall read as follows:

"17.3 Additional Compliance Requirements. The Contractor shall at all times during the Term comply with the legal requirements set forth on Exhibit D attached hereto."

17. The following language shall be added at the end of Section 20.1:

"Without waiving the previous requirement and consequence, or any other requirement or consequence related to Contractor's proper staffing of drivers contained herein, including, but not limited to, Section 21 of the Contract, should a driver shortage result in a reduction of operating routes and students temporarily moved to a route other than their own, the Terminal Manager must contact the District's transportation coordinator and the affected school by telephone promptly after the Contractor becomes aware of any such shortage."

18. The Contract shall be amended to add Exhibit D to this Amendment.

19. The District and the Contractor hereby adopt, ratify, confirm, reaffirm, and declare in full force and effect the terms and conditions of the Contract, to the extent such terms and conditions have not been modified or altered by this Amendment.

20. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Contract.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

WINDSOR BOARD OF EDUCATION

By: _____

Its _____

DATTCO, INC.

By: _____

Donald A. DeVivo
Its President

Exhibit B-2

Pricing for the Second Term

PUBLIC, NON-PUBLIC, SPECIAL EDUCATION, AND SUMMER SERVICES

	Minimum Vehicle Counts	2021-2022 **	2022-2023 **	2023-2024 ***	2024-2025***	2025-2026***
Home-to-School - Type 1 (71 pass.) **Rate per day**	38	$378.17	$397.50	$413.68	$429.12	$445.12
Home-to-School - Type 2 (19/20 pass.) **Rate per day**	18	$346.03	$363.72	$378.53	$392.65	$407.29
Home-to-School - Type 2 (8+2 w/c) **Rate per day**	1	$355.51	$373.68	$388.89	$403.40	$418.44
Home-to-School - Car/van (5-7 pass.) **Rate per day**	7	$291.86	$306.77	$319.26	$331.17	$343.52
	64					
Mid-day **Rate per Hour***		$57.93	$59.38	$60.87	$62.39	$63.95
Late Run - Type 1 **Rate per Hour***		$57.93	$59.38	$60.87	$62.39	$63.95
Summer - Type 1 **Rate per Hour***		$117.62	$120.56	$123.57	$126.66	$129.83
Excess Hours **Rate per Hour***		$57.93	$59.38	$60.87	$62.39	$63.95
Bus Aide **Rate per Hour**		$28.66	$29.38	$30.11	$30.86	$31.63
Charter In-District **Rate per Hour (1 Hour min.)***		$63.45	$65.03	$66.66	$68.33	$70.03
Charter Out-of-District **Rate per Hour (2 Hour min.)***		$63.45	$65.03	$66.66	$68.33	$70.03
Charter cost per mile over 50 miles		$2.18	$2.24	$2.29	$2.35	$2.41

*- all vehicle types

**- During the 2021-2022 and 2022-2023 school years, the District shall pay the Contractor the per diem, per vehicle rate described above for 180 days without adjustment, except as otherwise described in this Contract. For example, if the District permanently deleted one Type 1 bus in the 2022-2023 school year, bringing the total vehicle count to 63, the District would still pay the Contractor the per diem rate for 180 days for 64 vehicles, even though only 63 vehicle were used. Alternatively, if the District added one Type 1 bus to the 2022-2023 school year, bringing the total vehicle count to 65, the District would pay the Contractor the per diem rate for 180 days for 65 vehicles.

*** During the 2023-2024, 2024-2025 and 2025-2026 school years, the District shall pay the per diem, per vehicle rate described above for 180 days if the number and type of vehicles utilized are the same as the Minimum Vehicle Counts listed above. Notwithstanding the foregoing, if at any time during the 2023-2024, 2024-2024 and 2025-2026 school years the District requires greater or fewer vehicles than the Minimum Vehicle Counts lists above, the per diem, per vehicle rates shall be adjusted as follows:

a) More than 64 vehicles- the price for each vehicle added over the Minimum Vehicle Count, will be charged at 80% of the applicable rate per day listed above. For example, if the District added one additional Type 1 bus for home-to-school in 2023-2024, bringing the total Type 1 buses to 39 and the total vehicle count to 65, the District would pay $413.68 per day for 38 Type i vehicles for 180 days and $330.94 per day for 1 Type 1 vehicle.

b) Less than 64 vehicles- the price for the reduced vehicles will be at 60% of the above prices for 180 days during the first year reduced. For example, if the District permanently decreased the number of Type 1 buses needed for home-to-school in 2023-2024 by one vehicle, bringing the total Type 1 buses to 37 and the total vehicle count to 64, the District would pay $413.68 per day for 180 days for 37 Type 1 vehicles and $248.21 per day for 180 days for the one Type 1 vehicle that was no longer being utilized by the District in 2023-2024.

c) Less than 64 vehicles- the price for the reduced vehicles will be at 20% of the above prices after the first year reduced. For example, if the District permanently decreased the number of Type 1 buses needed for home-to-school in 2023-2024 by one vehicle, bringing the total Type 1 buses to 37 and the total vehicle count to 63, the District would pay $248.21 per day for 180 days for the one Type 1 vehicle that was no longer being utilized by the District in 2023-2024, but would pay $82.73 per day for 180 days for the unused Type 1 vehicle in years 2024-2025 and 2025-2026.

Exhibit D

To the extent that any of the following requirements of this Exhibit D are inconsistent with the terms contained in the Contract, as amended, the terms of this Exhibit D shall control:

1. Masks. Upon the District's request, the Contractor shall require drivers and Contractor employed aides to wear a mask or face-covering that completely covers the individual's nose and mouth at all times while on the transportation vehicle, including when entering and exiting the vehicle. The Contractor shall be responsible for providing drivers and Contractor employed aides with masks or face-coverings that comply with guidelines issued by the Centers for Disease Control and Prevention. Training on appropriate face covering shall be performed by the Contractor for drivers and Contractor employed aides prior to assignment to transportation vehicles serving students.

2. Board Policies. The Contractor and the Contractor's employees shall each be responsible for reviewing, at a minimum, on an annual basis, and complying with, all applicable Board policies in their forms as posted on the Board's website as of June 30, 2021 or as otherwise provided by the Board to the Contractor, including, but not limited to, its non-discrimination policy, as such policies may be amended from time to time provided, however, that the Board provides written notice to the Contractor of any and all revisions, additions, or amendments to a Board policy or procedure with an effective date after June 30, 2021. Any questions regarding any policy or its application may be directed by the Contractor to the Superintendent of Schools. The Board's policies can be accessed at:

   https://www. windsorct.org – BOE Policies

3. Confidentiality of Student Records and Student Data Privacy. The Contractor shall comply with the Family Educational Rights and Privacy Act ("FERPA") in its performance under this Contract. The parties shall execute the Student Data Privacy Addendum to the Contract, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the security and confidentiality of student information, student records and student-generated content (collectively, "student data") received or obtained by the Contractor in connection with the Contract (Attached as Attachment 1 to this Exhibit D).

4. Background and Employment History Checks. For each employee of the Contractor who performs services for the District involving direct student contact, the Contractor shall comply with the following background and employment history checks:

A. The Contractor shall perform, and the Contractor's employee shall submit to, employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.

B. The Contractor shall perform, and the Contractor's employee shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry") or, for any employee of the Contractor's whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry. The Contractor shall request information from the Registry or its out-of-state equivalent promptly, and in any case no later than thirty (30) calendar days from the date the Contractor's employee begins performing services for the District pursuant to this Contract. If the Contractor receives any information from the Registry or its out-of-state equivalent indicating that the Contractor's employee may have a record of abuse or neglect, the Contractor shall, to the extent permitted by law, share information concerning such finding with the District.

C. The Contractor shall perform, and the Contractor's employee shall submit to, state and national criminal records checks in accordance with Sections 10-221d and 29-17a of the Connecticut General Statutes. Each employee of the Contractor shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such employee of the Contractor begins performing services for the District pursuant to this Contract. If the Contractor receives any information indicating that the Contractor's employee may have a criminal record, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.

D. The Contractor shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any of employee of the Contractor whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Contractor's employee is registered as a sexual offender. The Contractor shall comply with the provisions of this Section 4 before any employee of Contractor begins performing services for the District pursuant to this Contract. If the Contractor receives any information indicating that the Contractor's employee may be registered as a sexual offender, the Contractor shall, to the extent permitted by law, share information concerning such finding with the District.

The Contractor shall provide written confirmation to the District that it has complied with subsections (1) through (4) of this Section 4. The Contractor agrees that upon the Board's request, it shall promptly provide the District with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks for any employee of the Contractor performed in accordance with this Section 4.

The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section 4.

Should the Contractor receive any information that an employee of the Contractor performing services under this Contract has a criminal record which could make the individual unfit for an assignment involving contact with children, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, the Contractor shall not assign or shall not maintain, as applicable, the assignment of the individual to perform services under the Contract. By assigning, and/or maintaining the assignment of, any employee of Contractor performing services under the Contract involving direct contact with students, the Contractor represents and warrants that, in its best professional judgment, such Contractor's employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with, or working in or near a school that educates minor children.

The Contractor agrees that if the District determines that any Contractor employee shall not perform services for the District pursuant to this Contract, such determination by the District shall not constitute a breach of this Contract.

5. Mandatory Reporting.

A. Reporting of Suspected Abuse and/or Neglect. In connection with the Contractor's provision of services to the District pursuant to this Contract, any official, agent, and employee of the Contractor should be considered a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes. The Contractor agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, suspected child abuse and/or neglect to the Connecticut Department of Children and Families in accordance with Connecticut law and to otherwise comply with the District's Child Abuse and Neglect Reporting Policy, which can be accessed at:

https://www.windsorct.org P4600

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Contract to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools.

B. Reporting of Information to District Officials. The Contractor shall require its personnel to report any disturbances, irregularities, instances of inappropriate conduct of any type, or disciplinary infractions by students, which are observed during the performance of services to the District pursuant to this Contract, to the building principal or other designated District official. In the case of uncertainty regarding the appropriate District

official to contact with any such report, such report may be made to the Superintendent's office. The Contractor is specifically advised, without limitation, that the Contractor, and any official, agent, and employee of the Contractor, must report:

(1) Acts or reports of bullying pursuant to Section 10-222d of the Connecticut General Statutes. The Contractor agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, any act of bullying witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's Safe School Climate Plan and using the Board's form, both of which can be accessed at:

https://www.windsorct.org P5114; P5131.911; P6114.7

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Contract to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools.

(2) Acts or allegations of sexual harassment under Title IX of the Education Amendments of 1972. The Contractor agrees to report, or cause to be reported through any official, agent, or employee of the Contractor, any act of sexual harassment witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the District's policy concerning Title IX/Prohibition Against Sex Discrimination and Sexual Harassment, which can be accessed at:

https://www.windsorct.org P0610; P4111

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Contract to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools.

6. Driver Training.

A. The Contractor is solely responsible for creating, conducting, managing, enforcing and documenting a formal driver training program for all drivers driving in the District. The Contractor shall provide the training required by Public Act No. 18-185, Section 3 to all drivers. All costs related to the training, retraining, and licensing of the Contractor's bus drivers shall be borne by the Contractor.

B. The Contractor's current driver training and retraining program, a description of said Contractor's continuing safety program, and written procedures related to the selection of drivers, disciplinary measures administered to drivers for various types of negligence, legal infractions, and/or misbehavior, and methods used to insure that drivers check their vehicles prior to the beginning of each day's operation may be requested

during the term of the Contract.

Attachment 1

Student Data Privacy Rider

STUDENT DATA PRIVACY AGREEMENT

This Agreement ("Agreement") is entered into on the date of execution below between the Windsor Board of Education (the "Board") and ***DATTCO, Inc. ("Transportation Provider")*** (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data received or obtained pursuant to the contract between the Parties dated April 29, 2016, as amended ***(the "Transportation Contract").***

Article I. Definitions

For 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. "Education records" and "personally-identifiable information," shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

Article II. Purpose of Agreement

The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), ***which student data may be provided to the Transportation Provider in connection with Transportation Provider's provision of transportation services to the Board. The Parties agree that the Transportation Contract does not require the exchange or maintenance of student generated content and that the exchange of student information and student records, if any, shall be limited in nature. The Board shall only provide to the Transportation Provider student records and/or student information essential to performance of obligations under the Transportation Contract.***

Article III. General Provisions

A. 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, ***including but not limited to the Transportation Contract.***

B. The Transportation Provider shall not modify any separate Privacy Policy of the Transportation Provider or any other policy, procedure or practice of the Transportation Provider concerning student data that is applicable to the Board without the written agreement of the Board.

C. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Transportation Provider.

D. The Board may request that the Transportation Provider delete any student data in the Transportation Provider's possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law ***(including student data that is required to be preserved in relation to litigation or that is subject to a litigation hold)***, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the

public, and (b) unable to be used in the normal course of business by the Transportation Provider, provided the Board may request the deletion of any such student data if such copy has been used by the Transportation Provider to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Transportation Provider. The Transportation Provider will delete the requested student data within two (2) business days of receiving such a request.

E. The Transportation Provider shall not use student data for any purposes other than those authorized in this Agreement or the Transportation Contract, and may not use student data for any targeted advertising.

F. If the Transportation Provider receives a request to review student data in the Transportation Provider's possession directly from a student, parent, or guardian, the Transportation Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Transportation Provider agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Transportation Provider, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

Article IV. Security and Confidentiality of Student Data

A. The Transportation Provider and the Board shall ensure that they each comply with the FERPA.

B. Further, the Transportation Provider shall take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;

2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;

3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

A. The Transportation Provider shall not use student data for any purposes other than those authorized pursuant to this Agreement ***or the Transportation Contract.***

B. The Transportation Provider shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except: ***(a) student data that is required to be preserved in relation to litigation or that is subject to a litigation hold, provided that only that student data reasonably believed to be necessary to preserve may be retained; or (b) in the event that*** a student, parent, or legal guardian of a student chooses to independently establish or maintain an electronic account with the Transportation Provider after the expiration of this Agreement for the purpose of storing student-generated content.

Article VI. Data Breaches

A. Upon the discovery by the Transportation Provider of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data from the Transportation Provider, or the suspicion that such a breach may have occurred, the Transportation Provider shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to dhatchelder@windsorct.org and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

Names of student(s) whose student data was released, disclosed or acquired;

The nature and extent of the breach;

1. The Transportation Provider's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Transportation Provider of a breach, the Transportation Provider 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, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Transportation Provider agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

Article VII. Choice of Law, Choice of Forum, Merger, Severability

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

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

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

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

Article VIII. Term

A. The term of this Agreement shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Transportation Provider is properly and completely deleted or destroyed or returned to the

Board, or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of Paragraph B within this Article.

B. In the event that the Transportation Provider determines that returning or completely deleting or destroying the student data is infeasible, the Transportation Provider shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Transportation Provider shall extend the protections of this Agreement to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Transportation Provider shall not use or disclose such student data and shall maintain its security pursuant to this Agreement for so long as the Transportation Provider possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Transportation Provider's databases following the recovery from a disaster, the Transportation Provider shall delete all such student data immediately.

WINDSOR BOARD OF EDUCATION

By _____ 8/2/2021
Date

DATTCO, Inc.

By _____ 8/1/2021
Date

WINDSOR BOARD OF EDUCATION
AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: October 18, 2022

Prepared By: Dana Fudge

Presented By: Dana Fudge
Dr. Santosha Oliver

Attachments: Program of Studies Changes (2023-2024)

Subject: WHS Program of Studies 2023-2024

Background:

The Windsor High School Program of Studies 2023-2024 is being presented at the BOE meeting on October 18, 2022. The draft Program of Studies includes the new/revised course(s) presented this evening to the Board of Education. The changes are attached.

Recommendation:

That the Board of Education approve the proposed changes to the WHS 2023-2024 Program of Studies for a 1st Reading.

Reviewed by: S. Olivia **Recommended by the Superintendent:** TH/sb

Agenda Item # 8.a.

Windsor High School
Program of Studies Changes
2023-2024

ADDITIONS

➢INTRODUCTION

Mastery-Based Diploma Assessment (MBDA): Mastery-based learning is an instructional approach where students need to demonstrate a deep level of understanding of a topic [or skill] before progressing onto the next skill area. It promotes the idea that different students will take different paths to attain the desired understanding, and different students may need more or less time than others.

➢AFJROTC

None

➢ART

None

➢CAREER & TECH ED

Firefighter 1 **1644 College**

0.5 credit. This course is designed to give a real world look on what a firefighter does day in and day out and the steps involved to becoming a firefighter. In the firefighter course, students will participate in classroom and hands-on practical evolutions similar to those in a new recruit firefighting academy such as fire behavior, building construction, stretching hose lines, forcible entry, ladders, and much more. Students will be learning from certified fire instructors and professional firefighters with years of experience. Students will also be issued firefighting textbooks and firefighting personal protective equipment.

Add career cluster list and infographic (see below).

THE 12 WINDSOR CAREER CLUSTERS

Career clusters help students develop a course of study and link what they learn in school to the knowledge and skills they will need to be successful in their careers. The career clusters identify pathways from high school to postsecondary education opportunities and the workplace.



Architecture and Construction
Focuses on careers in designing, planning, managing, building, and maintaining the built environment.



Arts, A/V Technology and Communication
Focuses on designing, producing, exhibiting, performing, writing, and publishing multimedia content including visual and performing arts and design, journalism, and entertainment services.



Business Management and Administration
Focuses on careers in planning, organizing, directing, and evaluating business functions essential to efficient and productive business operations.



Education and Training
Focuses on planning, managing, and providing education and training services, and related learning support services. Current Connecticut teacher shortage areas include mathematics (7-12), science (7-12), technology education (PK-12), and world languages (7-12).



Finance
Focuses on services for financial and investment planning, banking, insurance, and business financial management.



Health Science
Focuses on planning, managing, providing therapeutic services, diagnostic services, health informatics, support services, and biotechnology research and development.



Hospitality and Tourism
Focuses on management, marketing and operations of restaurants and other food services, lodging, attractions, recreation events, and travel related services.



Information Technology
Focuses on building linkages in information technology occupations for entry level, technical and professional careers related to the design, development, support, and management of hardware, software, multimedia and systems integrations services.



Manufacturing
Focuses on planning, managing, and performing the processing of materials into intermediate or final products and related professional and technical support activities such as production planning and control, maintenance and manufacturing, and process engineering.



Marketing
Focuses on planning, managing, and performing activities to reach organizational objectives.

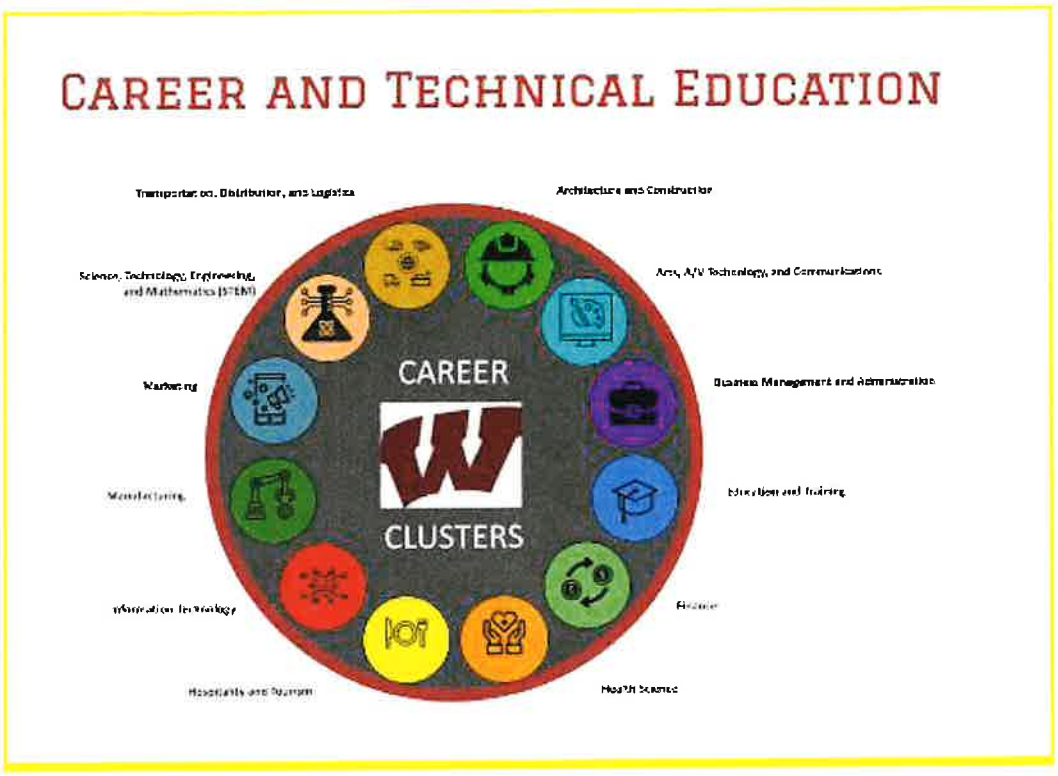


Science, Technology, Engineering, and Mathematics (STEM)
Focuses on planning, managing, and providing scientific research and professional and technical services (e.g. physical science, social science, engineering) including laboratory testing services, and research and development services.

Although listed as a separate funding cluster, the CT State Board of Education believes STEM education is key to preparing students for college, career, and vivid life. Thus, high-quality STEM instruction should be incorporated across clusters and pathways to provide students with numerous opportunities to problem solve, innovate, and critically analyze complex problems.



Transportation, Distribution, and Logistics
Focuses on planning, management, and movement of people, materials, and goods by road, pipeline, air, rail and water related professional support services such as transportation infrastructure planning and management, logistics services, mobile equipment and facility maintenance.



➢ENGLISH

Multimodal & Academic Composition **1090 High Honors**

1.0 credit. Open to Grade 12. UCONN's First-Year Writing course introduces students to the work of college writing, which includes posing questions, developing sustained intellectual projects, and generating knowledge that invites engagement with wide and varied audiences. Writing, here, is project-building- a practice of making something, composing- and the course reflects this attention to purposeful engagement and meaningful contribution. A main focus of this class will be collaborative, student-driven inquiry resulting in not only written pieces, but also visual, auditory (podcasts, speeches, etc.) and a mix of different modes of expression.
*Eligible for 4 UCONN English credits with a C- or higher.
***Add Multimodal & Academic Composition to the list of ECE classes.**

➢MATH

Advanced Math Decision Making (AMDA) **1226 College**

1.0 credit. Prerequisite: Algebra 2. This course builds on and extends what students have learned in Algebra 1, Geometry and Algebra 2 in relevant and engaging contexts. The course emphasizes statistics and financial applications, and it prepares students to use algebra, geometry, trigonometry, and discrete mathematics to model a range of situations and solve problems. Students will develop college and career readiness skills such as collaborating,

conducting research and making presentations as they demonstrate their mathematical content knowledge. This course is an alternative to Pre-Calculus for college-bound students.

➢ **MUSIC**
None

➢ **PHYSICAL EDUCATION/HEALTH**
None

➢ **SCIENCE**
None

➢ **SOCIAL STUDIES AND HISTORY**
None

➢ **SPECIAL EDUCATION**
None

➢ **WORLD LANGUAGE**
None

CHANGES

➢ AFJROTC

Course Name Change - JROTC 1-4. Change course title from Aerospace 1-4 to JROTC 1-4.

Course Description Change - A Journey into Aviation History/Citizenship Character and Air Force Tradition. Remove "NOT OFFERED 2022-2023."

Course Description Change - The Science of Flight/Communication, Awareness and Leadership. Add "NOT OFFERED 2023-2024."

Course Description Change - Exploring Space/Life Skills and Career Opportunities. Remove "NOT OFFERED 2022-2023."

➢ ART

Introduction Change - Remove "Courses in art are linked to the following career clusters: Arts and Media, Business and Finance, Government, Education and Human Services, and Retail, Tourism, Recreation and Entrepreneurial." Add "Courses in art are linked to the Windsor Career Clusters".

Table Change - Remove old table and replace with the new table (see below).

OLD TABLE:

Fine Arts Course Art Foundations
STEM Arts Art: Ceramics 1, Art: Drawing 1, Art: Jewelry Design 1, Art: Sculpture 1
Mastery Based Assessment (MBA Courses) Drawing 2, AP Art, Painting 2
Advanced Courses Pre-AP Art, AP Art *, Art: Drawing 3* *Successful completion of these courses have the potential to earn students college credit through AP or UCONN*

NEW TABLE:

Fine Arts	STEM Arts
Art Foundations Art: Drawing 1 Art: Drawing 2 Art: Drawing 3* (UCONN ECE) Art: Painting 1 Art: Painting 2* AP Studio Art* *These Fine Arts Courses also fulfills MBDA Courses	Art: Ceramics 1 Art: Ceramics 2 Art: Jewelry Design 1 Art: Jewelry Design 2 Art: Sculpture 1 Art: Sculpture 2 Pre-AP Art May count towards either Fine Arts or STEM Graduation Requirements

Course Description Change - Art Foundations. This course introduces students to the elements and principles of art through the exploration of various media such as collage, sculpture and printmaking. Composition, skillful handling of tools, and creative interpretation of assignments are emphasized. Historical and contemporary applications of design are references in this Fine Arts course.

Course Description and Name Change - Art, AP to Studio Art, AP. Add "This course may also fulfill the MBDA credit."

Course Description Change - Art: Drawing 3. Add "This course may also fulfill the MBDA credit."

Course Description Change - Art: Painting 2. Add "This course may also fulfill the MBDA credit."

Course Description Change- Art, Pre-AP. Add " This course may earn Fine Art or STEM Art credit."

Course Description Change- Art: Ceramics 1. Add " This course may earn Fine Art or STEM Art credit."

Course Description Change- Art: Ceramics 2. Add " This course may earn Fine Art or STEM Art credit." **(**Also updated description wording from Accomplished to Advanced**)**

Course Description Change- Art: Jewelry Design 1. Add " This course may earn Fine Art or STEM Art credit."

Course Description Change- Art: Jewelry Design 2. Add " This course may earn Fine Art or STEM Art credit." (Also updated description to remove statement: as they create a professional collection of their own jewelry pieces)

Course Description Change- Art: Sculpture 1. Add " This course may earn Fine Art or STEM Art credit."
Course Description Change- Art: Sculpture 2. Add " This course may earn Fine Art or STEM Art credit.

➢CAREER & TECH ED

Course Name Change - Precision Manufacturing 1. Change course title from Introduction to Precision Manufacturing to Precision Manufacturing 1.

Course Name Change - Precision Manufacturing 2. Change course title from Precision Manufacturing 1 to Precision Manufacturing 2.

Course Name and Description Change - Precision Manufacturing 3. Change course title from Precision Manufacturing 2 to Precision Manufacturing 3. Remove "Prerequisite: "CADD/CAM" and Add " Prerequisite: Precision Manufacturing 2."

Course Name and Description Change- Automotive History and Evolution. Change course title from Power Technology to Automotive History and Evolution. Add "Open to grades 9-10. Automotive History and Evolution is an informative look at the evolution of the automobile. Students will learn how the industry evolved and how the automotive industry spawned other industries. In addition, students will learn the skills necessary to service today's automobiles such as accessing information, understanding technical information and how to safely use tools."

Course Name and Description Change - Automotive Systems 1. Change course title from Automotive Systems to Automotive Systems 1. Add "Disk brakes, automatic suspension & steering." Remove "Manual transmissions & drivetrains."

Course Name and Description Change - Automotive Systems 2. Change course title from Advanced Automotive Systems to Automotive Systems 2. Add "Diagnostics OBDII."

Course Name Change - Robotics 1. Change course title from Robotics I to Robotics 1.

Course Name Change - Robotics 2. Change course title from Robotics II to Robotics 2. Add.

" Prerequisite: Robotics 1."

Course Description Change - Foundations Technology. Add "Course is Not Being Offered."

Course Name and Description Change - Engineering 1. Change course title from Engineering Drawing to Engineering 1. Add "Prerequisite: None. Students develop the basic concepts required in a design process. Preliminary ideas and information developed from working sketches are developed into CAD parts. While a design project may be required, the emphasis of instructional activities is learning the program of solid works and how to create a proper 3D part."

Course Name and Description Change - Engineering 2. Change course title from Computer Aided Drafting and Design to Engineering 2. Add " Prerequisite Engineering 1. During the first semester, students utilize a professional Computer-Aided Drafting and Design software package to develop an understanding of three- dimensional design. As the semester progresses, students design more and more complex solid models. Once students have a good handle on the CADD software this course becomes project based. Students will use 3D printing technology, a laser engraver, and CNC machines to create prototypes and then solutions to problems they are presented with."

Course Name and Description Change - Engineering 3. Change course title from Computer Assisted Drafting and Design/Computer Assisted Machining to Engineering 3. Add " Prerequisite: Engineering 1 & 2."

Course Name Change - Architecture & Interior Design 1. Change course title from Introduction to Drafting and Design to Architecture & Interior Design 1.

Course Name and Description Change - Architecture & Interior Design 2. Change course title from Housing and Interior Design. Add, "Prerequisite Architecture & Interior Design 1."

Course Name and Description Change - Architecture & Interior Design 3. Change course title from Advanced Drafting and Design. Add **"**Prerequisite: Architecture & Interior Design 1 & 2."

Course Name Change - Graphic Design 1. Change course title from Introduction to Graphics to Graphic Design 1.

Course Name and Description Change - Graphic Design 2. Change course title from Applied Graphics to Graphic Design 2. Add "Prerequisite: Graphics 1."

Course Name and Description Change - Graphic Design 3. Change course title from Advanced Graphics to Graphic Design 3. Add "Prerequisite: Graphics 1 & 2."

Course Name Change - Digital Photography 1. Change course title from Intro to Digital Photography to Digital Photography 1.

Course Name and Description Change - Digital Photography 2. Change course title from Advanced Digital Photography to Digital Photography 2. Add "Prerequisite: Digital Photography 1."

Course Name and Description Change - Television Production & Digital Media 2 (Advanced). Change course title from Advanced Television Production & Digital Media to Television Production & Digital Media 2 (Advanced). Add "Prerequisite: TV Production & Digital Media 1 and Grades 10th-12th."

Course Description Change - Yearbook. Add "One of the Following Prerequisites from: Art (2D or 3D Foundations), Business (Computer Applications 1 or 2, Marketing 1 or 2, Entrepreneurship), English (Creative Writing, Journalism), Technology (Graphic Design 1 & 2, Digital Photography 1, Television Production & Digital Media 1)."

Course Description Change - Business Law. Change course title from Law for Business and Personal Law to Business Law.

Course Name Change - Personal Finance 1. Change course title from Personal Finance to Personal Finance I.

Course Description Change- Personal Finance 2. Add "Grades 10th-12th."

Course Description Change- Accounting 2. Add "Grades 10th-12th."

Course Name and Description Change- Microsoft Applications 1. Change course title from Microsoft Applications I to Microsoft Application 1. Add "Course is Not Being Offered."

Course Name Change- Microsoft Application 2. Change course title from Microsoft Application II to Microsoft Application 2. Add "Prerequisite Microsoft Application 1 and Course is Not Being Offered."

Course Description Change - Individual Development & Family Studies. Add "Eligible for dual credit through the University of Connecticut's Early College Experience."

Course Description Change - Individual Development & Family Studies. Remove "Not offered 2022-2023."
***Add Individual Development & Family Studies to the list of ECE classes.**

Course Description Change - Culinary Arts 3. Remove "MCC- Students completing the course with an average of 75+ can receive College Career Pathways credit from Manchester Community College."

Course Description Change - Family Sociology. Add "This one-semester course provides an opportunity for students to improve their executive skills and gain an understanding of the importance of responsibility and maturity in successful relationships. These relationships include relationships with family, friends, classmates, coworkers, future employers and employees as well as healthy relationships in adulthood including life or marital partners. To achieve this, students are taught how to understand themselves, how to interpret their actions, and how to understand and interpret the actions of others. Careers associated with this course can include Health Educators, Social Workers, Psychologists, Counselors, Therapists, Personal Care Aides, Childcare Workers Business, Psychiatrists, Family Therapists or any field in which healthy relationship skills will benefit everyone involved."

Course Description Change - Introduction To Health Care Services. Add "This course serves as an introduction to a variety of levels of health care services and specialties such as careers in planning, managing, and providing therapeutic services, diagnostic services, health informatics, support services, and biotechnology research and development. In addition more specific careers associated with health care services include Anesthesiologists, Biomedical Engineers, Chiropractors, Dental Hygienists, Dietitians and Nutritionists, Home Health Aides, Occupational Therapists, Optometrists, Pharmacists, Physical Therapists, Physician, Nurses, Surgeons, Veterinarians. Topics include: a history of health care, medical terminology, basic health care procedures, techniques and practices including taking vital signs, medical ethics, wellness & integrative medicine, basic anatomy and physiology and human development."

Course Description Change - Fashion Merchandising. Add "Course is Not Being Offered."

Course Description Change - Microsoft Applications 1 . Add "Course is not being offered."

Course Description Change - Microsoft Applications 2. Add "Prerequisite: Microsoft Applications 1." Add, "Course Not Being Offered."

Course Description Change - Fashion Merchandising. Add "Course is Not Being Offered."

Course Description Change - The S.T.E.A.M guitar project a sampling of Technology: Education and the Arts. Add "Course is not being offered."

Course Description Change - Foundations of Technology. Add "Course is not being offered."

➢ENGLISH

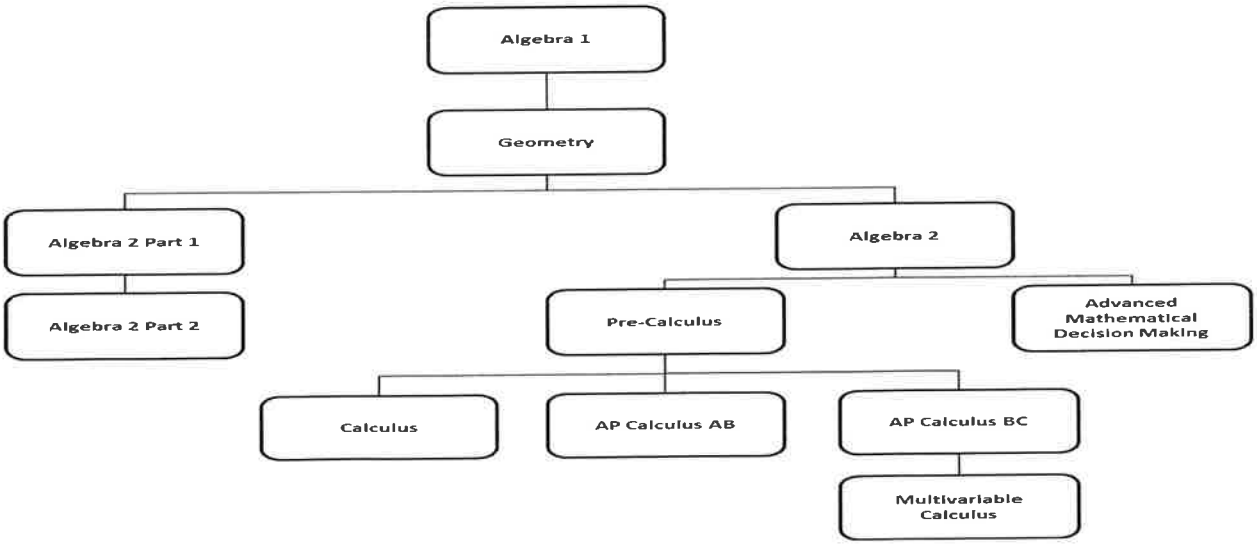
None

➢MATH

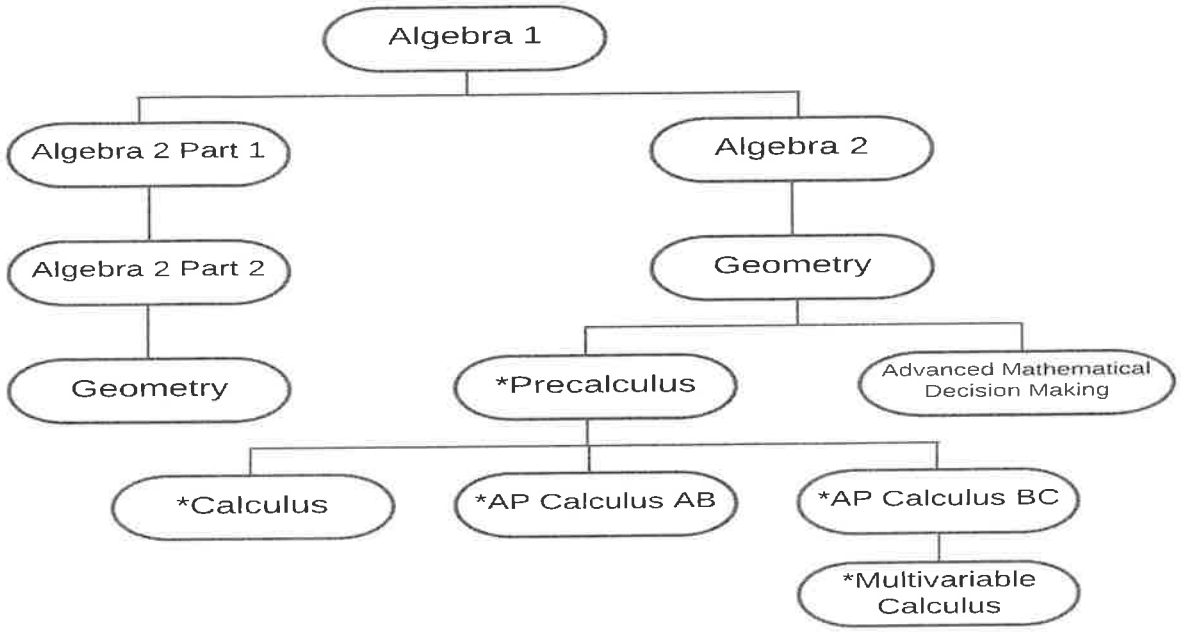
Introduction Change - Remove "Courses in mathematics are linked to the following career clusters: Business and Finance; Health and Biosciences; Construction Technologies and Design; Environmental, Natural REsources and Agricultural; and Technologies; Manufacturing, Communication and Repair." Add "Courses in mathematics are linked to the Windsor Career Clusters."

Flow Chart Change - Remove old flow chart and replace with the new flow chart (see below).

OLD FLOW CHART:



NEW FLOW CHART:



Course Description Change - Remove "All students must purchase a TI-83/84 graphing calculator." Add "The courses with an asterisk * require students to purchase a TI-83/84 graphing calculator. This also includes AP Statistics."

Course Description Change - Remove "asterisk from Algebra 1."

Course Description Change - Remove "asterisk from Geometry."

Course Description Change - Add "asterisk to Pre-Calculus."

Course Description Change - Add "asterisk to Calculus."

Course Description Change - Add "asterisk to AP Calculus."

Course Description Change - Add "asterisk to AB & BC Calculus."

Course Description Change - Add "asterisk to Multivariable Calculus."

Mathematics Section Change - Remove "Students who fail a course will continue to move on to the next course in the sequence as well as recover the credit for the failed course. This only applies to Algebra 1 and Geometry."

Course Name and Description Change - Computer Science 1. Change course title from Introduction to Computer Science to Computer Science 1. Add "Prerequisite: Algebra 1 or concurrent. This course is an introduction to Computer Science and programming. In this

year-long course, students will learn about the foundational components of computers, programming in both visual and written languages, robotics, and cryptography. Projects include Scratch games, LEGO Mindstorm robots, Python applications and more. Students of all experience levels are invited to learn more about technology and gauge their interest in computer science as a career. This course does not fulfill graduation requirements in mathematics or technology education."

Course Name and Description Change - Computer Science 3 AP A. Change course title from Computer Science AP to Computer Science 3 AP A. Add "Prerequisite: Introduction to Computer Science or instructor approval. This course serves as a college-level introduction to computer science through the Java programming language. This course follows the goals and topics of the AP Computer Science A curriculum. Students who complete the course and examinations successfully may receive credit for one semester college introductory computer science course. Students are required to take the AP exam at no cost. This course does not fulfill the graduation requirements in mathematics or technology education."

Course Name and Description Change - Computer Science 2 AP Principles. Change course title from Computer Science Principles AP to Computer Science 2 AP Principles. Add "Prerequisite: Introduction to Computer Science or instructor approval. This course is designed to give students foundational computing skills, an understanding of the real-world impact of computing applications and programming literacy. The course will introduce students to the creative aspect of programming, abstraction, algorithms, large data sets, the internet, cybersecurity concerns, and computing impacts. This course follows the goals and topics of the AP Computer Principles curriculum. Students are required to take the AP exam at no cost. This course does not fulfill the graduation requirements in mathematics or technology education."

➢ MUSIC

Introduction Change - Remove "Courses in music are linked to the following career clusters: Arts and Media, Education and Human Services; and the Retail, Tourism, REcreation and Entrepreneurial career cluster." Add "Courses in music are linked to the Windsor Career Clusters."

Course Description Change - Chorale. Add " Chorale is available for all singers on all levels! This group is designed to provide the student with an authentic experience in vocal music. Emphasis will be placed on learning proper vocal and breathing techniques, basic music literacy, and basic rehearsal and performance procedures. The choir performs in the winter and spring concerts and participates in an adjudication festival. Participation in all concerns is mandatory and will count towards each student's grade; however, participation at adjudication festivals is strongly recommended."

Course Description Change - Gospel Choir. Remove "Prerequisite: One year of Concert Choir and audition."

Course Description Change - Concert Choir. Add "Concert Choir is the high school's entry-level performing ensemble. Students wishing to perform in any of the audition-only groups should join this choir first. Emphasis will be placed on learning vocal technique, basic music literacy, and basic rehearsal and performance procedures. The choir performs in the winter and spring concerts, exchange concerts and possibly participate in an overnight music festival trip."

➢ PHYSICAL EDUCATION/HEALTH

Introduction Change - Remove "Courses in physical education are linked to the following career clusters: Government, Education and Human Services; Health and Biosciences; and Retail, Tourism, REcreation and Entrepreneurial." Add "Courses in physical education and health are linked to the Windsor Career Clusters".

Course Name Change - Health 9/10. Change course title from Health 10 to Health 9/10.

Course Description Change - PE/Wellness 9. Remove "one quarter in Health activities."

➢ SCIENCE

Introduction Change - Remove "Courses in science are linked to the following career clusters: Construction Technologies and Design; Environmental; Natural Resources and Agricultural; Health and Biosciences; and Technologies: Manufacturing, Communication and Repair." Add "Courses in science are linked to the Windsor Career Clusters."

Course Description Change - Physics C AP. Add "Prerequisite Calculus or concurrent. This course is equivalent to an introductory mechanics course for university students majoring in Physics or Engineering. The emphasis is on understanding concepts such as electrostatics, conductors, capacitors and dielectrics, electric circuits, magnetic fields, and electromagnetism through mathematics. Students will do hands-on laboratory work to investigate phenomena and use calculus to solve problems. Students are required to take the Advanced Placement Examination at no cost. This course may not be offered in all school years. Course is Not Being Offered 2023-2024."

Course Description Change - Anatomy and Physiology. Add "Prerequisite Biology."

Course Description Change - Add "Grades 9 & 10 in the chart the required courses on chart from bold and the electives courses to non bold text."

Course Description Change - Add "Required Chemistry (College, Honors or AP) or Integrated Science 2 (College or Honors) and Chemistry is strongly recommended."

Course Description Change - Add "Grade 11 list: Anatomy & Physiology, AP Environmental Science, Forensics, Marine Biology, Medical Emergencies, Microbiology & Disease, Zoology, Physics, AP Physics, AP Physics 1, and AP Physics 2."

Course Description Change - Biology AP. Remove "Qualifies for University of Connecticut Early College Experience and may be taken concurrently with Chemistry."

Course Description Change - Chemistry. Add "Prerequisite from C- or better/Algebra 1 to Prerequisite: Algebra 1. It is recommended that students receive an average of a C- or higher in Algebra 1."

Course Description Change - Chemistry. Remove "Recommendation: May be taken concurrently with Physics." Add "Qualifies for University of Connecticut Early College Experience. & Prerequisite Algebra 2 Honors or concurrent. It is recommended that students receive an average of a B or higher in Algebra, Geometry, and Honors or AP Biology."

Course Description Change - Integrated Science 2. Add "Prerequisite Integrated Science 1 & This course is an alternative to Chemistry."

Course Description Change - Environmental Science. Add " course description to the elective science section & Prerequisite Biology. It is recommended that students receive an average of C or higher in AP Biology or a B or higher in Honors Biology."

Course Description Change - Physics 1 AP (Mechanics). Add "Prerequisite Precalculus or concurrent & add qualifies for University of Connecticut Early College Experience at end of course description."

Course Description Change - Physics 2 AP (Electricity and Magnetism). Add "Prerequisite Precalculus or concurrent & add qualifies for University of Connecticut Early College Experience at end of course description."

Course Description Change - Anatomy and Physiology. Add "Prerequisite Biology."

Course Description Change - Forensic. Add "Prerequisite Chemistry or concurrent."

Course Description Change - Medical Emergencies. Remove " Medical Emergencies 1."

➢ SOCIAL STUDIES AND HISTORY

Introduction Change - Remove "Courses in social studies are closely linked to Government, Education and Human Services Career Cluster." Add "Courses in social studies are linked to the Windsor Career Clusters."

➢SPECIAL EDUCATION

Program Description Change -Alternative Education Options. The Windsor Board of Education developed its WHS Alternative Education programs so that students who have not succeeded in the mainstream setting might find success in an alternative setting. The Alternative Education Department is composed of content area teachers, special education teachers, and support staff who work with students to differentiate and individualize learning beyond academics. Smaller class sizes allow a more personalized approach with attention to specific and diverse needs. Students engage in the WHS curriculum ensuring a smooth transition to traditional classes.

Program Description Change - Alternative Education Courses. The Alternative Education department offers college level sections of Algebra 1, Geometry, Algebra 2-1, Integrated Science 1, Biology, Integrated Science 2, English 9, English 10, English 11/12, Early Global Studies, Modern Global Studies, and Civics. Smaller class sizes allow a more personalized approach with attention to specific and diverse needs. Students engage in the WHS curriculum, ensuring a smooth transition to traditional classes. In addition to academics, teachers focus on helping students understand themselves as learners and build capacity for independent learning.

The Alternative Education Department also offers a general education Study Skills class to students. Students may be recommended for a Study Skills class with or without additional Alternative Education support. The Study Skills class may contain any of the following components: high school transition support, check-in/check-out, direct instruction in organizational methods, learning strategies, self-awareness techniques, and post secondary research and planning. In addition to direct instruction, students will receive academic support for their other classes. Students may complete this course more than once.

Program Description Change - Ninth Grade Alternative Cohort. The 9th Grade Cohort Program provides support to students with the academic, social, and behavioral transition to high school. Alternative Education content area teachers deliver instruction in 9th grade college level courses (Algebra 1, Early Global Studies, English 9, and Integrated Science). Smaller class sizes allow a more personalized approach with attention to specific and diverse needs. Students engage in the WHS curriculum ensuring a smooth transition to traditional classes. In addition to academics, teachers focus on helping students understand themselves as learners and build capacity for independent learning.

Students who participate in the 9th Grade Cohort Program also are enrolled in a Study Skills class. The Study Skills class may contain any of the following components: high school transition

support, check-in/check-out, direct instruction in organizational methods, learning strategies, self-awareness techniques, and post secondary research and planning. In addition to this direct instruction, students will receive academic support for their other classes and will have time to meet with their content area teachers.

Program Description Change - Bridges Program. Bridges is an alternative resource program that provides a "home base" to students through Study Skills and Resource Study classes. Students who are enrolled in the Bridges program may receive support inside and outside of the scheduled Bridges block. Students can be referred to Bridges for many different reasons (behavior, organization, academic). This program may be accessed by General Education students as well as Special Education students.

Bridges offers students an opportunity to develop and apply study skills needed for successful performance in their courses. Students will receive direct instruction in organizational methods, learning strategies and self-awareness techniques. Specific instruction around each student's IEP goals and objectives, including post-secondary transition, will be emphasized. The primary goal of the course is to promote independent learning and to increase each student's sense of responsibility for his/her learning and achievements. In addition to direct instruction, students will receive academic support for their other classes. Students may complete this course more than once.

Program Name Change - Special Education (under Alternative Education Options). Change program name Special Education and Related Services to Special Education.

Course Description Change - Functional Academic Support 1771 Basic. Add "Students may take this course more than once" at the end of the course description. Add "Prerequisite: Recommendation of PPT."

Course Description Change - Study Skills 1793 Basic S1 and 1794 Basic S2. Add, "and is graded on a pass/fail basis" at the end of the course description. Add "Prerequisite: Recommendation of PPT."

Course Description Change - Science Foundations 1762. Add, "grades 9-12." Add "Prerequisite: Recommendation of PPT."

Course Description Change - Educational Work Experience 1 1779. Add, "grades 9-12." Add "Prerequisite: Recommendation of PPT."

Course Description Change - Consumer Math 1753. Add "Prerequisite: Recommendation of PPT." This course is designed for students in grades 9-12 who require individualized mathematics instruction. The course is offered at 3 levels: Functional Life Skills, 9/10, and 11/12. The course emphasizes the application of basic math skills and concepts to daily living and real-world situations. Course concepts include specialized instruction of IEP goals and objectives, place value, rounding, fractions, decimals, money management, budgeting, and measurement. Individual and small group instruction is provided. This course may be repeated for credit.

Course Description Change - English Foundations 1746. Add, "students in grades 9-12." Add "Prerequisite: Recommendation of PPT."

Course Description Change - Social Studies Foundations 1760. Add, "grades 9-12." Add "Prerequisite: Recommendation of PPT."

Course Description Change - Resource Study 1773 S1 College/1774 S2 College. Add "Prerequisite: Recommendation of PPT."
Course Description Change - Pre-Algebra 1754. Add "Prerequisite: Recommendation of PPT."

Course Description Change - Adaptive Physical Education 1921. Add "Prerequisite: Recommendation of PPT."

Program Description Location Change - SPARK Program. Move the description of the SPARK Program to the end of the Alternative Education Section

➢WORLD LANGUAGE

Introduction Change - Remove "Courses in world languages are closely linked to all the career clusters." Add "Courses in world languages are linked to the 12 Windsor Career Clusters."

Update - WINDSOR BOARD OF EDUCATION
David J. Furie, President
Leonard O. Lockhart, Vice President
Ayana K. Taylor, Secretary
Paul J. Panos, Minority Leader
Jill A. Canter, Member
Juline F. Golinski, Member
Jeremy C. Halek, Member
Darleen C. Klase, Member

Nathan G. Wolliston, Member

Update - School Counseling Department

(860-687-2020, ext. 2370)

Dana Fudge, Director of School Counseling, Grades 6-12

Tess Albert, School Counselor

Roxanne Atterbury-Whyne, School Counselor

Michael Broxterman, School Counselor

Ross Burba, School Counselor

Jasmine Hardrick, School Counselor

Carol Normoyle , School Counselor

Ann Wallace, Administrative Assistant

Naisha Bennett, Administrative Assistant

Counselor Caseload for Classes 2023-2026

Grade 9 (2026)
A-D Tess Albert
E-I Michael Broxterman
J-N Jasmine Hardrick
O-R Roxanne Atterbury-Whyne
S-Z Carol Normoyle

Grade 10 (2025)
A-C Tess Albert
D-H Michael Broxterman
I-M Jasmine Hardrick
N-T Roxanne Atterbury-Whyne
U-Z Carol Normoyle

Grade 11 (2024)
A-C Tess Albert
D-G Michael Broxterman
H-M Jasmine Hardrick
N-R Roxanne Atterbury-whyne
S-Z Carol Normoyle

Grade 12 (2023)
A-C Tess Albert
D-G Michael Broxterman
H-K Jasmine Hardrick
L-Q Roxanne Atterbury-Whyne
R-Z Carol Normoyle

Life Skills
A-Z (All Grades) Tess Albert

L.P. Wilson
A-Z (All Grades) Ross Burba

DELETIONS

➢INTRODUCTION

Remove: Prior Graduation Requirements: (Class of 2022)

Course Requirements	Credits
English	4
Mathematics	3
Science	1 Biology 1 Physical Science 1 Elective Science
Social Studies	1 Early Global Studies 1 Modern Global Studies 1 U.S. History .5 Civics
Fine Arts	.5 Art or Music
Applied Education	.5 Business or Family & Consumer Science or Technology Education
Physical Education & Personal Development	1.5
Electives	7

➢AFJROTC

Introduction Deletion - Remove, "For 2022-2023, two courses will be offered: Aerospace Science 2 and Aerospace Science 4. Aerospace Science 4 is open to 4th –year cadets and other select seniors."

➢SOCIAL STUDIES AND HISTORY

Remove Comparative Government & Government & Politics from the list of AP classes (course not offered).

Course Deletion - African American and Latinx History

➢WORLD LANGUAGE

Course Deletion - Latin 1

Course Deletion - Latin 2

Course Deletion - Latin 3

Course Deletion - Latin 4

WINDSOR BOARD OF EDUCATION

AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: October 18, 2022

PREPARED BY: Terrell M. Hill, PhD **PRESENTED BY:** Terrell Hill, PhD

ATTACHMENTS: Current WSASA Bargaining Contract

SUBJECT: Discussion on Windsor School Administrators' and Supervisors' Association (WSASA) Contract (Executive Session and Possible Action)

BACKGROUND:

The board would like to discuss the status of the Windsor School Administrators' and Supervisors' Association (WSASA) union bargaining and hear an explanation as to the "interest bargaining" process.

RECOMMENDATION:

Move the Board of Education enter into executive session to discuss the WSASA bargaining contract. We invite Superintendent Dr. Terrell Hill and Director of Business Services and Human Resources Danielle Batchelder into executive session.

Recommended by the Superintendent: TH/sb

Agenda Item # 8.b.

AGREEMENT
BETWEEN THE
WINDSOR BOARD OF EDUCATION
AND THE
WINDSOR SCHOOL ADMINISTRATORS' AND
SUPERVISORS' ASSOCIATION

July 1, 2020 - June 30, 2023

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ARTICLE 1

GENERAL

1.1 This Agreement has been entered into by virtue of negotiations under Chapter 166, §10-153b through §10-153f of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.

1.2 It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.

1.3 It is understood that unit members shall continue to serve under the direction of the Superintendent of Schools and in accordance with board and administrative policies, rules and regulations.

1.4 This Agreement shall be binding upon both parties for its term, and the Board hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement.

1.5 If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of this Agreement, said provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.

1.6 This Agreement shall not be altered, amended, or changed unless agreed by both parties hereto, which agreement shall be in writing signed by both the Board and the Association. Any amendment shall be appended hereto and made a part hereof.

ARTICLE 2

RECOGNITION

2.1 The Board hereby recognizes the Windsor School Administrators' and Supervisors' Association as the exclusive representative of all those certified professional employees in the Windsor school district who are not excluded from the purview of Sections 10-153a to 10-153n, inclusive, of the Connecticut General Statutes, who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee.

2.2 Unless otherwise specifically defined, the term "administrators" when used in this Agreement, shall mean all persons employed in the positions of elementary

school principals, secondary school principals, secondary school assistant principals, elementary assistant principals, coordinators, supervisors, and department chairs.

ARTICLE 3

BOARD RIGHTS AND RESPONSIBILITIES

3.1 It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Windsor Public Schools in all its aspects including but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Windsor Public Schools.

3.2 These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives other than as there are specific provisions herein elsewhere contained shall be subject to the grievance provisions of this Agreement.

ARTICLE 4

RIGHTS OF ASSOCIATION

4.1 The Windsor School Administrators' and Supervisors' Association as the exclusive negotiating representative of the administrators and supervisors, realizing its obligation to represent and communicate to all members of the unit shall be afforded the following privileges:

4.1.l The School mail and mailboxes may be used to facilitate the dissemination of Association material in accordance with guidelines jointly established by the Superintendent; and the President of the Association.

4.1.2 A copy of all materials distributed through mailboxes shall be given to the Superintendent of Schools previous to being distributed or posted.

4.1.3 Copies of the agenda of all regular Board meetings shall be sent to the Association President at the same time they are sent to Board members.

4.1.4 When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representative of the unit members, during the school day, they may be given such free time,

without loss of pay, as is necessary to perform any such activities, provided such activities and free time have been approved by the Superintendent or his designated representative in accordance with established administrative regulations. The Association and its officers recognize and agree that this privilege should not be abused.

4.1.5 No administrator shall receive a written reprimand or be suspended without pay except for just cause.

ARTICLE 5

AGENCY FEE

5.1 All unit members employed by the Windsor Board of Education shall as a condition of continued employment join the Association or pay an agency fee to the Association. Said agency fee shall be equal to ninety percent (90%) of the Association dues uniformly required of members, but in no case greater than the proportionate cost of collective bargaining, contract administration and grievance adjustment.

5.2 All unit members who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall be delivered to the Board of Education and shall continue in effect from year to year, unless such unit member shall notify the Board of Education and the Association in writing in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that in the coming school year said unit member shall pay the agency fee as described in Section l via payroll deduction.

5.3 For those unit members who have not delivered an authorization card by October 1st, the Board of Education agrees to deduct the annual agency fee from their salaries via payroll deductions.

5.4 The Board of Education agrees to deduct from each unit member an amount equal to the Association membership dues or agency fee by means of payroll deductions. The deduction from each paycheck of membership dues or agency fee shall be made in seventeen (l7) equal installments, commencing from the second paycheck in October and then from the first two paychecks in each following month. The amount of Association membership dues or agency fee shall be certified by the Association to the Board of Education prior to August l5.

5.5 Those unit members commencing employment after the start of the school year shall sign and deliver to the Board of Education an authorization card as described in Section 2 by the date of the first paycheck received or be subject to the agency fee. Deduction of either Association membership dues or the agency

fee shall commence with the second paycheck, and thus the amount of membership dues or agency fee under this section shall be a prorated amount, equal to the percentage of the remaining school year.

5.6 The Board of Education agrees to forward to the Association treasurer, each month, a check for the amount of money deducted during that month. The Board shall include a list of the unit members for whom such deductions were made.

5.7 The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article.

ARTICLE 6

WORK YEAR

6.1 The work year for unit members shall be as set forth below. The unit member shall submit his/her proposed schedule of such days for the next school year to the Superintendent for modification and/or approval by June 1 each year. Although the presumption shall be that non-work days will rarely be scheduled on student school days requests by unit members for the use of non-work days on student school days will not be unreasonably denied. With the prior written approval of the Superintendent, one or more of the five (5) days before the teacher work year and the five (5) days after the teacher work year required for Category II employees may be scheduled for another time during the work year. In addition, Category II employees may, with the prior written approval of the Superintendent, schedule up to three (3) work days during the regular work year for another time during the calendar year.

6.1.1. CATEGORY I - 222 actual work days
All Principals
High School Assistant Principal
Middle School Assistant Principal
Directors
Supervisors

6.1.2 CATEGORY II - 197 actual work days
High School Assistant Principal
Middle School Assistant Principal
Elementary Assistant Principal
Department Chairs

6.2 When circumstances make it impossible for a unit member to schedule all of his/her

non-work days between July 1 and June 30 of a work year, he/she shall be permitted to carry over up to five (5) non-work days into the next work year. Through request an administrator with more than five non-work days left after June 30, can have the days above five, converted to previously used sick days, for days within that past school year. However, no unit member may have more than thirty (30) non-work days available to him/her during any work year. The application of this provision shall not be subject to the grievance procedure set forth in Article 12.

6.3 There shall be no further accrual of vacation time after June 30, 2004. Administrators employed prior to July 1, 2004 who have accrued vacation time shall be paid upon resignation or retirement for accrued vacation days at the 2004-2005 rates with the per diem based on the work year when such days were accrued (e.g. 260, 240, 220). With the prior written approval of the Superintendent, a designated number of such days may be used as additional non-work days in a given year. With application prior to November 1 in the preceding school year and the prior written approval of the Superintendent, up to five (5) of such days may be paid at the rates set out above.

ARTICLE 7

REDUCTION IN FORCE

7.1 Factors Which May Cause a Reduction-in-Force

A reduction in force occurs when the total number of full and/or part-time positions requiring the Intermediate Administrative-Supervisory certificate, established and budgeted by the Board of Education, is less than the total number of full-time equivalent administrators and supervisors who are unit members. The elimination of a position and/or a reduction can result from:

7.1.1 Decline in enrollment.

7.1.2 Reorganization within the school district.

7.1.3 Consolidation and subsequent elimination of school buildings.

7.1.4 Change in curriculum or program.

7.1.5 Severe financial conditions.

7.1.6 Other circumstances as determined by the Board of Education.

7.2 Management Rights Reserved to the Board of Education

Nothing in this Article should be construed to limit the right of the Board of Education to eliminate or create any position, program, department or school, or to reorganize the staffing thereof or to assign staff. The provisions of Reduction-In-Force shall not be utilized in a manner that results in a promotion and/or movement into a position with a higher salary for the affected administrator. Accordingly, this procedure shall in no way preclude the Superintendent from making any transfer or reassignment, for any bona fide reason.

7.3 Criteria to be Considered in Determining Qualifications of Unit Member(s) to be Affected by a Reduction-In-Force

The Superintendent shall consider the following factors in determining the qualifications of unit member(s) to be affected by a reduction-in-force pursuant to Section D below:

7.3.1 Training, certification, evaluations and experience as related to available positions.

7.3.2 Total administrative/supervisory experience.

7.3.3 The district's Affirmative Action goals.
These factors are not weighted or arranged in order of importance, but are all to be considered in reaching a decision.

7.4 In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

7.4.1 Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists, in his/her classification for which he/she is certified and the Superintendent finds them qualified.

7.4.2 If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in his/her present classification for which position the administrator is certified and the Superintendent finds them qualified.

7.4.3 If there is no existing administrative opening in his/her classification, and the displaced administrator has the least seniority in his classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification, for which he/she is certified and the Superintendent finds them qualified; provided, however, such appointment does not constitute a promotion.

7.4.4 If there are no existing administrative openings in any administrative classifications, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and the Superintendent finds them qualified, the displaced administrator will be offered such position; provided, however, such appointment does not constitute a promotion.

7.4.5 If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified subject to the reduction in force policy or collective bargaining agreement then in effect relative to teachers.

7.4.6 The classifications referred to in this Article are as follows:

1. High School Principal
2. Middle School Principals
3. Elementary School Principals, High School Assistant Principals And Directors (222 work days)
4. Middle School Assistant Principal (222 work days), Supervisors
5. High School Assistant Principal (197 work days)
6. Middle School Assistant Principal (197 work days)
7. Elementary School Assistant Principals (197 work days)
8. Department Chairs

7.4.7 Notwithstanding the foregoing, the Superintendent shall have the right to override the result indicated by the above procedure in determining which unit member shall be affected by a reduction in force, based on the following considerations:

1. Unique experience, abilities, skills or knowledge valuable to the school district.
2. The district's Affirmative Action goals.

7.4.8 The rights of tenured unit members vis-a-vis non-tenured unit members under the provisions of Conn. Gen. Stat. §10-151 shall take precedence over any provision of this Article. In the event of a layoff, termination of contract shall be subject to administrative and/or judicial review in the manner set forth in Conn. Gen. Stat. §10-151 as amended and in no other manner.

7.4.9 The name of a unit member who is assigned to a lesser pay administrative or supervisory or teaching position or who is laid off shall be placed on a reappointment list and shall remain thereon for up to two (2) years following the effective date of transfer or contract termination. Unit members on the reappointment list shall be reappointed to positions for which they are certified and the Superintendent finds them qualified, provided such appointment does not constitute a promotion. Notice of reappointment shall be sent to such unit members, return receipt requested (RRR), and such unit members shall have ten

(10) days from receipt of notice within which to accept such position in writing. If reappointment is offered and is refused by the unit member, his or her name shall be removed from the reappointment list."

7.4.10 The Board and the Association agree that prior to the submission of any recommendations to the Board for the establishment of any new positions or the elimination of existing positions to be or being currently represented by the Association, the Superintendent and/or his/her designee shall meet with the executive board of the Association so that consideration may be given to the Association's views. Any grievance of this provision shall not go beyond Level 3.

ARTICLE 8

INVOLUNTARY TRANSFERS

8.1 Before an involuntary transfer is made, because of reduction in force or otherwise, the Superintendent or a member of his staff shall meet with the unit member and a representative of the Association, if requested, to explain the circumstances and conditions.

8.2 Following this meeting, the circumstances and conditions shall be confirmed to the unit member in writing.

8.3 The need for such transfer shall be reasonable.

8.4 Should a transfer for reasons including reduction in force, other than a demotion for unsatisfactory performance be to a position in a lower classification, the unit member shall receive his or her previous, higher salary for the first year following the transfer. Should the unit member be transferred to a teaching position, he or she shall receive the difference between the salary of his or her new position and his or her previous salary in the first year following the transfer.

ARTICLE 9

PROMOTIONS

9.1 When vacancies in advanced positions occur, notice will be posted throughout the district. Such notice may be posted electronically and shall contain the qualifications in terms of education and experience, the duties and the salary.

9.2 A promotion shall be defined as a move from one salary classification to a higher salary classification.

9.3 Any unit member who is promoted will not take a decrease in pay if the new position begins at a lower pay. He/she will be placed at the step which is higher

than his/her previous position, and he/she will then progress on that salary schedule.

ARTICLE 10

PROTECTION OF UNIT MEMBERS

10.1 Unit members shall report immediately in writing to the central office all cases of assault suffered by them in connection with their employment. Such report shall be forwarded through the Superintendent to the Board of Education. Any unit member involved, or alleged to be involved, in the incident to be reported shall not be required to make such report as aforesaid, but may promptly delegate the responsibility therefor to another unit member.

10.2 The Board and the Superintendent shall comply with any reasonable request of the unit member for information in his/her or the Board's possession not privileged under law and which relates to any incident allegedly involving the unit member.

ARTICLE 11

UNIT MEMBER FILES

Official unit member files, wherever kept, shall be maintained under the following conditions:

11.1 Unit members shall have the opportunity to review and discuss their observation and evaluation with their Supervisors. Unit members shall have the right to receive copies of their individual reports. The unit member may acknowledge that he/she has read such observation and evaluation reports by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

11.2 The unit members shall have the right to answer any material filed, and the answer shall be attached to the file copy.

11.3 Upon appropriate request by the unit member, he/she shall be permitted to examine his/her files.

11.4 The unit member shall be permitted to reproduce any material in his/her files within five calendar days of his/her request at his/her own expense.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Purpose

12.1.1 The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

12.1.2 A unit member who feels aggrieved shall attempt to resolve the issue through administrative channels before following the below-noted grievance procedure.

12.2 Definitions

12.2.1 A "grievance" is a claim that a specific provision of this Agreement has been misapplied or misinterpreted.

12.2.2 An "aggrieved person" is the unit member or unit members making the claim.

12.2.3 A "party in interest" is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or in its resolution.

12.2.4 The term "days" means work days.

12.2.5 Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission complained of, or within twelve days from when he/she knew or should have known, whichever is later.

12.3 Procedure

12.3.1 Informal:
A unit member with a grievance shall have the right to discuss it with the immediate supervisor involved, accompanied by one member of the Association if he or she chooses, with the object of resolving the matter informally.

12.3.2 Formal:

(a) Level One

If the aggrieved person is not satisfied with the disposition of his/her problem through the informal procedure, or if the problem is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to the immediate supervisor involved accompanied by one member of the Association. Such grievance shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve (12) days of the act or omission complained of.

(b) Level Two

(1) If the grievance is not resolved at Level One, or if no decision is rendered within five (5) days of its presentation under Level One, the aggrieved person shall have the right to present his/her grievance within five (5) days of a decision under Level One, or within ten (10) days of its presentation under Level One if there is no decision, to the Superintendent of Schools. If the Superintendent rendered the decision at Level One, the grievant shall proceed directly to Level Three as set forth below.

(2) Within ten (10) days after receipt of the written grievance, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance.

(3) A maximum of three representatives of said Committee shall have the right to attend and participate in the meeting of the Superintendent with the aggrieved person relating to the grievance.

(c) Level Three

(1) If the grievance is not resolved at Level Two, or if no decision is rendered within five (5) days of the meeting with the Superintendent under Level Two, the aggrieved person shall have the right to refer the grievance in writing to the Board of Education, within three (3) days of a decision under Level Two, or within eight (8) days of the meeting with the Superintendent under Level Two if there is no decision.

(2) Within twenty (20) days after receipt of the written grievance, the Board with the Superintendent shall hold a hearing with the aggrieved person for the purpose of resolving the grievance.

(3) A maximum of three (3) representatives of said Committee shall have the right to attend and participate in the hearing before the Board with the aggrieved person relating to the grievance.

(d) Level Four - Impartial Arbitration

(1) If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the meeting with the Board under

Level Three, the aggrieved person shall have the right to request the Association to submit his/her grievance to Arbitration; provided, however, such request shall be in writing and shall be made within five (5) days of a decision under Level Three, or within fifteen (15) days of the meeting with the Board under Level Four if there is no decision.

(2) Within fifteen (15) days after receiving the request, the Association shall decide whether to submit the grievance to arbitration.

(3) If the Association decides to submit the grievance to arbitration, it shall notify the Board in writing.

Within ten (10) days of notification, the Board and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time period specified, a request for a list of arbitrators shall be made to the American Arbitration Association or the American Dispute Resolution Center by either party and they shall be bound by the rules and procedures of the designated arbitrator in the selection of an Arbitrator.

(4) The Arbitrator so selected shall confer promptly with representatives of the Board and the Association, shall hold hearings with the aggrieved person and such other parties in interest as he shall deem requisite, shall review the record of prior hearings and, unless extended by mutual agreement, shall issue his decision not later than twenty (20) days from the date of the closing of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

(5) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole responsibility of the Arbitrator shall be to determine whether the terms of this agreement have been misapplied or misinterpreted, and the Arbitrator shall have no power or authority to make any decision which violates, modifies, or amends any then-established terms of this Agreement. The Arbitrator shall not substitute his judgment for that of the Board where the Board's action is not unreasonable except in the following circumstances:

(a) where an issue to be determined by the arbitrator is an issue of fact;

(b) where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

(6) The decision of the Arbitrator shall be rendered to the Board and to the Association and shall be binding upon both parties during the life of this Agreement unless the same is contrary to law.

(7) The costs for the services of the Arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

12.4 Miscellaneous.

12.4.1 The Board and the Association agree that these proceedings shall be kept as informal and confidential as possible.

12.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limits specified, however, may be extended by mutual agreement in writing, except the initial filing of the grievance.

12.4.3 Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved.

12.4.4 Forms for filing and processing grievances shall be prepared by the Superintendent and distributed to the parties in interest and the Association so as to facilitate operation of the grievance procedure.

12.4.5 Commencing with Level One, decisions rendered at all levels of the procedure shall be in writing setting forth the decision and the reasons therefor.

12.4.6 It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and Administration until such grievance and any effect thereof shall have been fully determined.

12.4.7 The Board and the aggrieved person or the Association may utilize the service of a bona fide professional consultant at Levels Three or Four of this procedure.

ARTICLE 13

LEAVES OF ABSENCE
CHILDBEARING

13.1 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section l0-l56 of the Connecticut General Statutes.)

13.2 Accumulated sick leave shall be available for use during periods of such disability.

13.3 Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

13.4 Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

13.5 Pregnancy or childbirth shall not be a basis for termination of employment or compulsory resignation.

CHILDREARING

13.6 Childrearing leave of absence may be granted for one year by the Board of Education based upon the recommendation of the Superintendent of Schools. Such leave of absence must be requested in writing prior to the commencement of childbearing leave and shall be taken for the remainder of the academic year. Unit members shall apply for such leave at least six weeks prior to the expected commencement of the childrearing leave. In the case of adoption, the written request must be submitted to the Superintendent within five days of the agency approval of the unit member as an adopting parent.

13.7 The Board of Education shall reinstate the unit member to the original or an equivalent position if available at the start of the following school year, providing the unit member has given notice of intent to return by May 1st of the school year in which the leave is taken. Such position shall not be deemed available if the Superintendent has granted a continuing contract for the position to another unit member by June 1 of the school year in which the childbearing leave is taken. Notwithstanding the above condition, a unit member who commences childbearing leave on or after February 15 shall be entitled to return to the same position or a similar position at the beginning of the next school year provided the unit member has given proper notice of such intent. A unit member on leave of absence under this Article shall, upon return from leave, placed on that step of the prevailing applicable salary schedule which represents the amount of

administrative or supervisory experience the Board recognized at the time the leave commenced.

JURY DUTY

13.8 Any unit member ordered to report for jury duty shall receive a rate of pay equal to the difference between his/her professional salary and the jury fee for each day he/she serves as a juror.

13.9 Any unit member ordered to report for jury duty shall notify the Superintendent of such fact within 48 hours of receipt of such information.

MILITARY

13.10 Military leave of absence shall be granted to any unit member who is inducted into any branch of the armed forces of the United States. Upon return from such leave, the unit member shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence; provided, however, that such increase shall not exceed that obtainable with a maximum of two years of service.

13.11 Upon return from such leave, a unit member will be assigned to the same position, if available, or, if not available, to a substantially equivalent position.

13.12 Unit members shall be granted the difference between their regular pay and their military pay for a period not to exceed thirty (30) days while on compulsory training or an emergency call.

PERSONAL

13.13 All unit members shall be entitled to a total of six (6) days personal leave annually with full pay. The following definitions and limitations shall govern such leave:

13.13.1 Personal leave shall not accumulate from year to year.

13.13.2 Each member of the group shall be entitled to six (6) days leave of absence with pay for the following matters of pressing personal concern: for legal matters (which after good faith effort cannot be scheduled or accommodated outside of the school day), birth of one's child, adoption or placement of a child, religious holidays, death of a person, including close friend, who is not part of the immediate family, illness in the immediate family, marriage in the immediate family, or graduation in the immediate family. A son, daughter, mother, father, sister, brother and any regular resident of employee's immediate household shall constitute the immediate family. Upon application to and approval of the Superintendent or his/her designee, one of these days

may be used for a personal emergency that cannot be accommodated outside of the school day and/or the school year (e.g. child's PPT or parent-teacher conference, transporting child to/from college, taking parent to doctor's appointment).

13.13.3 The Association and the Board jointly accept the responsibility to encourage staff members to use leave of absence days with discretion.

13.14 All unit members shall be entitled to a total of three (3) days leaves of absence, annually with full pay for the death of a spouse, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, grandparents of spouse, grandchild**,** sister, brother, sister-in-law, and brother-in-law or any regular resident of a unit member's immediate household. Such leave shall not accumulate from year to year.

13.15 Application for leave hereunder shall be made to the immediate supervisor at least forty-eight (48) hours before taking such leave (except in the case of emergencies) and such leave shall be granted automatically except in cases of hardship or disability to the school system as determined by the immediate supervisor.

13.16 Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the unit member is entitled.

13.17 Additional days beyond the limits provided in this Article may be granted by the Superintendent for extenuating circumstances.

13.18 For authorized absences without pay, the rate of deduction shall be based upon the per diem rate of the affected unit member for the time of the absence.

PROFESSIONAL

13.19 When it is evident that convention or conference attendance or the observation of an activity in another school system will contribute to the improvement of a unit member's effectiveness, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school system to the unit member without loss of pay.

13.20 The Board agrees to reimburse all unit members for all reasonable expenses incurred in attending a convention or conference, regardless of geographical location, or observing activities in another school system as an official representative of the Windsor School System designated by the Superintendent.

13.21 At the discretion of the Superintendent, such professional leaves may be granted without expenses, or without pay, or both.

SICK

13.22 Each Category I administrator in the group shall be entitled to a minimum sick leave with full pay of twenty (20) days each school year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than two hundred twenty-two (222) days for unit members hired July 1, 2004 and thereafter (two hundred sixty (260) days for unit members hired before that time).

13.23 All other unit members in the group shall be entitled to a minimum sick leave with full pay of seventeen (17) days each school year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than one hundred ninety-seven (197) days for Category III administrators hired after July 1, 2004 (two hundred twenty (220) days for Category III administrators hired before that time) and shall not be more than two hundred nine (209) days for Category II administrators hired after July 1, 2004 (two hundred forty (240) for Category II administrators hired before that time.)

ARTICLE 14

BENEFITS

14.1 Upon satisfactory completion of a course, unit members covered by this Agreement shall be reimbursed by the Board at the current resident tuition rate in effect at Central Connecticut State University. Payments for such coursework shall be made only under the following conditions:

14.1.1 The course must be a graduate level course or one to enhance professional growth.

14.1.2 The course cannot be used to meet the requirements for a Professional Educator Certificate.

14.1.3 The course shall have the prior written approval of the Superintendent or his designee.

14.1.4 Reimbursement shall be limited to a maximum of six semester hours for any one school year, and three semester hours in any one semester or term, except as otherwise approved by the Superintendent.

14.1.5 Reimbursement shall be made following the satisfactory completion of the course.

14.1.6 The coursework shall be related to the unit member's assignment or the needs of the school district.

14.1.7 No more than $8,000 per year shall be expended by the Board of Education for this tuition reimbursement plan.

INSURANCE

14.2 The group insurance program for the benefit of the administrators, herein referred to also as the "Covered Employees" or "Individuals," and their covered dependents collectively as "family(ies)" shall be as follows:

14.2.1 Administrators shall have the opportunity to make an annual selection of the High Deductible Health Plan (HDHP). The plan shall include all state mandated requirements for insured plans. The Board may also consider as an option offering other insurance coverage alternatives which could result in a lower insurance premium. Such options may include voluntary wellness/disease management programs and/or biometric testing. Changes during the year will be permitted only if a “Qualified Life Event,” as enumerated in IRC Section 125 and defined below, occurs. Changes then requested must be on account of and consistent with the Life Event. Selection changes made annually or as a result of a Qualified Life Event, shall be permitted without the imposition of pre-existing condition limits, late entrant requirements, or medical evidence requirements.

14.2.2 "Qualified Life Events" are defined as follows:

a. The Covered Employee's marriage or divorce,

b. The death of the Covered Employee's spouse or dependent,

c. The birth or adoption of a child of the Covered Employee,

d. Termination of employment or commencement of employment of the Covered Employee's spouse,

e. The Covered Employee or his/her spouse switches from full-time to part-time or part-time to full-time employment,

f. The taking of an unpaid leave of absence by the Covered Employee or his/her spouse,

g. Separation from service,

h. A significant change in the cost of the plan which causes a corresponding increase in the Covered Employee's contribution during the plan year, or

i. A significant change in the health coverage of the Covered Employee or spouse due to the spouse's employment.

14.2.3 "COVERED CHARGES" - For the purposes of this Article, the term "Covered Charges" shall mean any charges, or portions thereof, for healthcare expenses deemed reimbursable under the policy of coverage provided Windsor Public Schools by Anthem Blue Cross and Blue Shield of Connecticut.

14.2.4 For those Administrators electing the High Deductible Health Plan (HDHP), the Board will pay seventy-nine percent (79%) in 2020-2021, seventy-eight percent (78%) in 2021-22, and seventy-seven percent (77%) in 2022-23 of the premium cost for the class of enrollment (i.e., individual, two person or family coverage) for the plan, and the Covered Employee is to pay no more than twenty-one percent (21%) in 2020-2021, twenty-two percent (22%) in 2021-22, and twenty-three percent (23%) in 2022-2023 of the premium for the class of enrollment chosen.

14.2.5 For purposes of this Agreement, a Network Provider is defined to mean a physician, facility or other medical provider under contract with the carrier or affiliated with the carrier chosen to administer the health benefits plan. The carrier retains the final determination with respect to whether a provider is a Network Provider under the terms of this Agreement.

14.2.6 THE HIGH DEDUCTIBLE HEALTH PLAN/HEALTHCARE SAVINGS ACCOUNT - (HDHP/HSA)

For those Administrators electing the HDHP/HSA, the plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	$2000/4000	$2000/4000
Co-insurance	N/A	30% after deductible up to co-insurance maximum
Out of Pocket Maximum (Individual/Aggregate Family)	$4000/8000	$4000/8000
Prescription Drug Co-Pay (Post Deductible)	$5/$25/$40	$5/$25/$40

The Board will fund fifty percent (50%) of the applicable HDHP deductible for each full-time employee who elects coverage under the HDHP. The Boards contribution toward the HDHP deductible will be deposited into the HSA in one installment, on September 1st.

Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a HSA because the employee receives Medicare and/or veterans's benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

THE PRESCRIPTION DRUG PROGRAM

14.2.7 The HDHP shall contain a prescription drug copay post-deductible using a formulary as described: a prescription co-pay of five dollars ($5) for generic, twenty-five dollars ($25) for brand name and forty dollars ($40) for non-formulary drugs. Co-pay for mail-in (100 day supply) shall be twenty dollars ($20) for generic, fifty dollars ($50) for brand name and eighty dollars ($80) for non-formulary drugs. No maximum limits on an annual basis.

LONG TERM DISABILITY

14.2.8 Employees may participate in the existing Long Term Disability program with the cost shared equally by the Covered Employee and the Board (50%/50%).

FLEXIBLE SPENDING ACCOUNTS

14.2.9 The Board shall make available to eligible employees a Health Care and Dependent Care flexible spending account .

14.2.10 The Board will administer the plan in compliance with Internal Revenue Code Section 125 and other relevant regulations.

LIFE INSURANCE PROGRAM

14.2.11 Term life insurance of two times the employee's annual basic salary shall be provided to the individual administrator paid by the Board in accordance with the Board's master contract with the insurance carrier.

14.2.12 The individual administrator may participate in an additional group term life insurance program in an amount equal to his/her annual salary rate with the administrator assuming the cost of the additional term life insurance. Administrators who exercised this right to additional group term life

insurance as of July 1, 2016 shall share the cost of this additional term life insurance with the Board on an equal basis (50%/50%).

DENTAL INSURANCE

14.2.13 The Board shall provide administrators with an individual, two person or family dental plan. The plan will provide coverage for caps and crowns. The Board shall pay seventy-nine percent (79%) of the premium for individual, two person or family coverage, and the Covered Employee shall pay twenty-one (21%) of the applicable premium. This benefit shall be subject to a $2,500 per person annual maximum.

INFERTILITY SERVICES

14.2.14 The Board shall provide administrators, as part of their insurance coverage, coverage for infertility services equal to those defined and mandated by the State of Connecticut.

MISCELLANEOUS

14.2.15 The Board shall meet and confer with the Association prior to implementing any change in insurance carriers. If the Board elects to provide insurance coverage through alternative carriers, it will provide benefits substantially comparable to the current coverage. If the Association does not agree to a proposed change in carriers, it may file a grievance commencing at Level 3, which grievance shall be resolved prior to the implementation of such change.

PERSONAL INJURY

14.2.16 When a unit member is absent from his/her regular assignment in the event of a disability resulting in a claim under the Town's Workers' Compensation program, the Board shall pay the unit member the difference between the compensation payment and his/her regular salary to a maximum of ninety (90) days (no limit for personal assault) without reduction to sick leave.

14.2.17 In such case, the unit member shall be charged a ratable share of his/her unused sick time for each day or portion of a day, for which he/she is paid by the Board.

REOPENER

14.2.18 If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section

4980l, or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll him/herself or his/her family members in a coverage option(s) that triggers an excise tax, one hundred percent (100%) of any such excise tax shall be borne solely by the employee.

ARTICLE 15

SALARIES

15.1 Salary payments shall be by direct deposit every two weeks on a Friday, during the member's work year.

15.2 The annual salary paid to each unit position is set forth in Appendices A-1, A-2 and A-3 attached and made a part of this Agreement. Initial step placement of new hires shall be determined by the Superintendent.

15.3 A unit member who is formally assigned by the Superintendent to work in a higher classification on a temporary basis (excluding coverage during vacations) shall receive the compensation of the higher classification after twenty (20) work days in such assignment.

ARTICLE 16

PAYROLL DEDUCTION

16.1 The Board agrees to make fixed monthly payroll deductions for all unit members for the Tobacco Valley Teachers Federal Credit Union, upon written request of the unit member requesting said deductions. Other fixed monthly payroll deductions for all unit members requested in writing shall be made upon the approval of the Superintendent of Schools, consistent with clerical and other operational factors.

16.2 The Board shall make a 457(b) plan available to all members of the bargaining unit by January 1, 2011, or sooner if reasonably possible.

ARTICLE 17

MISCELLANEOUS

MILEAGE REIMBURSEMENT

17.1 The Board shall reimburse each unit member at the Internal Revenue Code (IRC) authorized rate per mile for the authorized use of a private motor vehicle on official school business.

CENTRAL CALLING SYSTEM

17.2 Throughout the term of this Agreement, the Board shall provide a central calling system for contacting and assignment of substitute teachers.

ARTICLE 18

SAVINGS CLAUSE

18.1 If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

ARTICLE 19

DURATION

19.1 The provisions of the Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2020.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

WINDSOR BOARD OF EDUCATION

By_____
President

Date_____

WINDSOR SCHOOL
ADMINISTRATORS' AND
SUPERVISORS' ASSOCIATION

By_____
President

Date_____

SCHEDULE A-1
SALARY SCHEDULE

July 1, 2020 June 30, 2021

2020-2021 Salary Scale					
	Categ.	**Step 1**	**Step 2**	**Step 3**	**Step 4**
High School Principal	I	$151,149	$154,999	$158,848	$162,880
Middle School Principal	I	$143,906	$147,635	$151,361	$155,323
Elementary School Principal	I	$137,800	$141,285	$144,766	$148,583
Director	I	$135,512	$139,009	$142,567	$146,217
High School Vice Principal	I	$134,678	$138,162	$141,644	$145,460
Middle School Vice Principal	I	$130,067	$133,433	$136,799	$140,542
Supervisor	I	$121,945	$125,096	$128,247	$131,899
High School Vice Principal	II	$119,586	$122,675	$125,766	$129,347
Middle School Vice Principal	II	$111,160	$113,950	$116,736	$120,138
Elementary Vice Principal	II	$108,107	$110,819	$113,533	$116,893
Dept Chair	II	$99,345	$102,164	$105,696	$110,451

Administrators below Step 4 will advance one step on the salary schedule for the 2020-21 contract year.

SCHEDULE A-2
SALARY SCHEDULE

July 1, 2021 - June 30, 2022

2021-2022 Salary Scale					
	Categ.	**Step 1**	**Step 2**	**Step 3**	**Step 4**
High School Principal	I	$154,172	$158,099	$162,025	$166,138
Middle School Principal	I	$146,784	$150,588	$154,388	$158,429
Elementary School Principal	I	$140,556	$144,111	$147,661	$151,555
Chief/Director	I	$138,222	$141,789	$145,418	$149,141
High School Vice Principal	I	$137,372	$140,925	$144,477	$148,369
Middle School Vice Principal	I	$132,668	$136,102	$139,535	$143,353
Supervisor	I	$124,384	$127,598	$130,812	$134,537
High School Vice Principal	II	$121,978	$125,129	$128,281	$131,934
Middle School Vice Principal	II	$113,383	$116,229	$119,071	$122,541
Elementary Vice Principal	II	$110,269	$113,035	$115,804	$119,231
Dept Chair	II	$101,332	$104,207	$107,810	$112,660

Administrators will not advance a step on the salary schedule for the 2021-22 contract year.

SCHEDULE A-3
SALARY SCHEDULE

July 1, 2022 - June 30, 2023

2022-2023 Salary Scale					
	Categ.	**Step 1**	**Step 2**	**Step 3**	**Step 4**
High School Principal	I	$157,641	$161,656	$165,671	$169,876
Middle School Principal	I	$150,087	$153,976	$157,862	$161,994
Elementary School Principal	I	$143,719	$147,353	$150,983	$154,965
Chief/Director	I	$141,332	$144,979	$148,690	$152,497
High School Vice Principal	I	$140,463	$144,096	$147,728	$151,707
Middle School Vice Principal	I	$135,653	$139,164	$142,675	$146,578
Supervisor	I	$127,183	$130,469	$133,755	$137,564
High School Vice Principal	II	$124,723	$127,944	$131,167	$134,903
Middle School Vice Principal	II	$115,934	$118,844	$121,750	$125,298
Elementary Vice Principal	II	$112,750	$115,578	$118,410	$121,914
Dept Chair	II	$103,612	$106,552	$110,236	$115,195

Administrators below Step 4 will advance one step on the salary schedule for the 2022-23 contract year.