

Please Note: These minutes are pending Board approval.
Board of Education
Newtown, Connecticut

Minutes of the Board of Education meeting held on June 21, 2022 at 6:45 p.m. in the Council Chambers, 3 Primrose Street.

D. Zukowski, Chair	L. Rodrigue
J. Vouros, Vice Chair	A. Uberti
D. Ramsey, Secretary	T. Vadas
R. Harriman	1 Staff
D. Cruson (absent)	30 Public
J. Kuzma	1 Press
J. Larkin	

Ms. Zukowski called the meeting to order at 6:45 p.m.

MOTION: Mr. Ramsey moved that the Board of Education to into executive session to discuss the Assistant Superintendent's contract and invite Dr. Rodrigue. Mrs. Harriman seconded. Motion passes unanimously.

Item 1 – Executive Session

Executive session ended at 7:05 p.m.

Item 2 – Pledge of Allegiance

Item 3 – Vote on Executive Session Item

MOTION Mr. Ramsey moved that the Board of Education approve the one-year contract extension for the Assistant Superintendent and contract changes per the Superintendent's recommendation. Mr. Vouros seconded. Motion passes unanimously.

Item 4 – Consent Agenda

MOTION: Mr. Ramsey moved that the Board of Education approve the consent agenda which includes the donations to Newtown High School and Central Office and the correspondence report. Mrs. Larkin seconded.

Mrs. Harriman had a question on the correspondence report because in the June 15 entry the last name of the person was not given.

MOTION: Mrs. Harriman moved to amend the motion to add the full name to the June 15 entry in the correspondence report which is Kate McGrady.

Mr. Ramsey seconded. Motion passes unanimously.

Vote on the consent agenda passes unanimously.

Item 5 – Public Participation

Item 6 – Reports

Mrs. Zukowski asked to start with the Superintendent's report.

Dr. Rodrigue said she did not have a report and just wanted to thank the Board for their support over the years and her wonderful staff including secretary Kathy June who has been my right hand, Tanja Vadas, Director of Business, who has done a phenomenal job, and Anne Uberti, her outstanding Assistant Superintendent, who has been amazing. This is an outstanding community and she has been blessed and is thankful for so many years in Newtown. She will miss you all.

Committee Reports: The DEI Subcommittee met last week and discussed professional development for the subcommittee, the equity and sustainability plan, and Mr. Johnson updated us on the equity leaders in each building.

Mrs. Kuzma reported that the Policy Committee discussed the two policies for approval. Mrs. Larkin reported the CFF committee met yesterday and had a good end-of-year meeting. They discussed the CIP and Mr. Gerbert provided a positive update on the Hawley move. We also went through the financial report.

Chair Report: Ms. Zukowski thanked Dr. Rodrigue for all she has done for students and staff and read a statement from Dan Cruson who could not be at the meeting.

Financial Report:

MOTION: Mr. Ramsey moved that the Board of Education approve financial report and transfers for the month ending May 31, 2022. Mr. Vouros seconded. Motion passes unanimously.

Mrs. Vadas presented the financial report and transfers.

Mrs. Larkin reported this was presented to the CFF subcommittee and was recommended to move forward.

Motion passes unanimously.

Item 7 – Presentations

Anne Dalton presented the WellSAT Triennial Assessment of School Wellness.

Mr. Vouros referred to the section regarding our support of the local farm products and felt that local farmer Jim Shortt would be happy to talk to students along with his son who is a sophomore at Shepaug. He addressed the need for teachers who are dual certified in physical education and health.

Mrs. Uberti stated that we have three teachers who are dual certified and moving forward we will hire dual certified teachers.

Mrs. Dalton spoke about the Health and Wellness Committee and regarding the Social Emotional Health and Wellness subcommittee we are trying to list all of the current social emotional supports in the district.

Mrs. Kuzma thanked Mrs. Dalton for this phenomenal job.

Item 8 – Old Business

Policies:

MOTION: Mr. Ramsey moved that the Board of Education approve Policy 6141.51/6141.52 Enrollment in an Advanced Course or Program and Challenging Curriculum. Mr. Vouros seconded.

Mrs. Kuzma said there were no further questions on this policy. They discussed the question about the change made under “Guiding Principles and Implementation” regarding adding the words “marginalized groups may be” as suggested by legal and the change in the first paragraph.

Motion passes unanimously.

MOTION: Mr. Ramsey moved that the Board of Education approve Policy 6172 Gifted and Talented Students Program. Mr. Vouros seconded.

Mrs. Kuzma said there were no questions but the committee decided a regulation should be developed.

Motion passes unanimously.

Item 9 – New Business

Discussion on Mentor for the New Superintendent:

Ms. Zukowski noted that at the last discussion we were asked to check with CAFE and CAPSS regarding their mentor services. Mr. Cruson called CAFE and they don't provide mentor services. She spoke to Fran Rabinowitz at CAPSS and they have a mentoring service free of charge. The mentor is a highly qualified retired superintendent and they provide a monthly facilitated discussion for all new superintendents. EdAdvance also offers regional meetings and they would provide a coach for Mr. Melillo. She spoke to Mr. Melillo and he said he has professional relationships with many superintendents and can call on them informally. During the search process he forged a strong relationship with Dr. Collins. Ms. Zukowski said the decision is to either with NESDEC at the added cost of up to \$6,000 or go with CAPSS with no charge.

Mr. Ramsey was in favor of going with Dr. Collins and NESDEC for the reasons just stated. Mrs. Harriman appreciates Mr. Melillo's opinion on this but doesn't feel like we are being appropriate stewards of the public funds if we already pay CAPSS membership fees and this is part of their service that that we are choosing to pay NESDEC. She would not be in support of this motion but understands why some would be.

Ms. Zukowski said the more diverse perspectives a new superintendent can be exposed to will be learning more robustly and more quickly and she liked that he will be interacting with CAPSS and EdAdvance. This would give us a third perspective that will be useful. She would be in support of Dr. Collins.

Mrs. Kuzma also supports Dr. Collins who has spent a considerable amount of time here and learned a lot about our community.

MOTION: Mr. Ramsey moved that the Board of Education approve using NESDEC with Dr. Randall Collins as its consultant to mentor the new Superintendent. Mr. Vouros seconded. Vote: 5 ayes, 1 nay (Mrs. Harriman) Motion passes.

Paraeducators Association Contract:

MOTION: Mr. Ramsey moved that the Board approve the ratified Newtown Paraeducators Association Contract from July 1, 2022 through June 30, 2025
Don moved contract. Mrs. Harriman seconded.

Mrs. Harriman was proud to have been part of this contract negotiation. Everyone worked collaboratively and it was a fair and equitable contract.

Mr. Ramsey concurred with Mrs. Harriman.

Dr. Rodrigue thanked Marlene Bucci, President, who worked behind the scenes for a really good negotiation.

Motion passes unanimously.

All-Star Transportation Contract:

MOTION: Mr. Ramsey moved that the Board of Education approve the five-year All-Star Contract effective July 1, 2022. Mr. Vouros seconded.

Mrs. Vadas spoke about the contract.

Mrs. Larkin stated there was a lot of work with this contract. They took a situation that wasn't ideal but put things in the contract that the vendor would take seriously.

Mrs. Vadas added that All-Star is working tirelessly to hire drivers.

Ms. Zukowski asked if the First Selectman knew he will have access to emergency buses and if there was a price structure for the town.

Mrs. Vadas said the cost wasn't discussed and she was not sure if he knows.

Motion passes unanimously.

Tuition:

MOTION: Mr. Ramsey moved that the Board of Education approve the out-of-district tuition rate of \$20,900 for the 2022-2023 school year. Mr. Vouros seconded.

Mr. Ramsey felt we should reduce it further for the employees.

Mrs. Vadas noted that we have a policy in place on tuition.

Motion passes unanimously.

MOTION: Mr. Ramsey moved that the Board of Education approve the minutes of June 7, 2022. Mr. Vouros seconded. Motion passes unanimously.

Item 10 – Public Participation

Nerlande Foote, 14 Bear Hills, said her children participated in Kids Core which was a great benefit to them. She thanked Dr. Rodrigue for all she has done for the students and wished her rest and relaxation.

Tony Keating, Oak Ridge Drive, stated that at a board meeting last month there was a commentary about Newtown's education system not getting students ready for graduate school. His sons were well educated in Newtown. He also spoke about DEI.

Eric Paradis, 85 Riverside Road, thanked Dr. Rodrigue for his daughters receiving a quality education. The pushback against DEI is absurd. It is basically being kind to each other.

Mrs. Harriman stated that effective immediately she was resigning from the Board of Education. She has been on the Board for nearly seven years and spoke about the policies that were developed and positions added like out Grant Writer, Director of Teaching and Learning and the DEI Coordinator. We were a team. She is leaving because she has seen a shift the last six months with the overstepping of boundaries and disrespect to our staff. This shift is coming close to damaging ground breaking work in particular in DEI. We have lost sight of our one job to serve all of our students every day. It's about showing up and making decisions in the best interest of our students. She wished the Board the best and to keep an open mind and always make decisions for all of our students.

MOTION: Mr. Ramsey moved to adjourn. Mr. Vouros seconded. Motion passes unanimously.

Item 11 – Adjournment

The meeting adjourned at 8:55 p.m.

Respectfully submitted:

Donald Ramsey
Secretary

**NEWTOWN BOARD OF EDUCATION
MONTHLY FINANCIAL REPORT
MAY 31, 2022**

SUMMARY

The eleventh report of the 2021-22 school year continues to provide year to date expenses, active encumbrances and anticipated obligations. Many of the accounts have been forecasted in accordance with actual and anticipated expenditures in order to determine an estimated full year position. These estimates are captured in the “anticipated obligations” column and are adjusted throughout the year.

During the month of May, the Board of Education spent approximately \$5.3M; \$4.1M on salaries and approximately \$1.2M on all other objects.

Changes in encumbrances and anticipated obligations have resulted in an additional \$64,348; adding to our projected year-end balance. *See below for the detailed explanation of balance changes during the month of May.*

The current year-end projected balance is now showing a positive position of \$521,139. Of this, \$519,783 can be found in the salary accounts and is a result of ongoing workforce issues that have been reported to the Board throughout the year.

In the certified accounts, we experienced open positions (filling with subs), teachers on leave, less of a demand for homebound tutoring as well as employee turnover which all resulted in an excess of \$131,808. However, the majority of our salary balance can be found in the non-certified accounts, primarily due to the inability to fill open para professional and behavioral analyst positions. This combined with employee turnover in our custodial and secretarial accounts yielded a projected year-end balance of \$387,975.

The last page of this report includes transfer requests. These requests were compiled after thorough discussions with various departments regarding current year needs for curriculum and technology initiatives along with building & ground projects. Once approved by the Finance Subcommittee, a revised financial narrative will be issued if needed.

➤ **SALARIES**

The overall change in salaries has accounted for an additional \$30,304 with the majority of this change (\$27,338), found in the certified salaries.

Salaries - Certified

Adjustments were made in our anticipated obligations that have resulted in the projected balance increase. The majority of change was found in tutor salaries; homebound for both regular and special education as well as ISSI (in-school suspension instruction).

- The tutor accounts are at times, difficult to predict based on the services provided. The two accounts that were adjusted contained anticipated costs for homebound tutors, in-school suspension tutors and homebound special education tutors. With the close of the school year upon us, these accounts were adjusted, releasing just over \$37,000 in anticipated obligations.

➤ PROFESSIONAL SERVICES

The net change in this object produced an overall increase to the projected year-end balance by \$37,456.

These accounts contain costs associated with legal fees, consulting services for central office and building & grounds as well as services for special education.

- Similarly to last month, the majority of this change was due to the release in anticipated obligations for special education testing services. Because many of these professionals have experienced scheduling delays, we were unable to schedule these services before the close of the school-year. However, we anticipate the testing will take place over the summer or at the beginning of the next school-year.

➤ OTHER PURCHASED SERVICES

The balance in this object has increased over the prior month by \$77,674. This increase is primarily due to the transfer of the special education contingency account (object 910), which was transferred last month in the amount of \$100,000. *The SPED Contingency account now shows a zero balance.*

Contracted Services

- In last month's financial report, a budget transfer was approved by the Board to apply the special education contingency account toward the deficit in special education contracted services. In doing this, the SPED contracted services account is now in better alignment with the budget. This line item has been burdened with unanticipated costs for an outside company to provide behavioral therapists required for students with an IEP (individual education plan).

Transportation Services

- In transportation, we have received the remaining credit from All-Star (April – June) for buses that have not been utilized all year due to the bus driver shortage. The credits supplied by All-Star were not contractually bound; however, because of our long-standing relationship with the company, they agreed to negotiate a discounted rate for these buses that did not run. The credits have been previously applied to other areas of the budget that were in need of funding (see prior board reports for transfer approvals). The remaining credit balance is included in our transfer request.

Tuition

- The Out-of-District tuition account experienced and unanticipated costs to the projected year-end balance which include:
 - Anticipated obligation for a mediated agreement estimated at \$60,000
 - Additional charges billed for 1:1 student services; approximately \$28,000
 - Other small changes in encumbrances.

All resulting in a reduction to the anticipated year-end balance by \$93,098.

➤ **SUPPLIES**

The supply accounts did not experience too much of a change overall; however, the electric and fuel oil accounts are worth mentioning.

Our virtual net metering project has been well worth the investment as we have been producing large amounts of energy from our solar fields. This project was an initiative of the Town that began in 2020 with the High School being the first to come online.

This year we are anticipating a higher credit than what was budgeted and we have updated our end-of-year balance to include this estimate; hence, increasing the balance by \$47,000 over the prior month's estimate.

On the contrary, our fuel oil balance has been decreased due the purchase of oil for our Head O'Meadow school and maintenance shop that have our exceeded our budget by approximately \$19,000.

➤ **PROPERTY**

There has been a decrease in property over the prior month by \$18,540. This is due to purchases that were required for the Hawley move; such as, moveable cubbies that can be removed and placed wherever there may be a need.

➤ **REVENUE**

Revenue received in the month of May totals \$5,386 for student tuition.

TRANSFER REQUESTS

This report includes transfer requests, pending Board approval. After presentation to the Board, a revised narrative will be issued.

1. **\$76,628** from other purchased services (object 500) to supplies (object 600 - textbooks) for the purchase of printed and digital material for the math 6-8 program. This program is currently underway and the purchase of these materials would ensure that the delivery would arrive before the start of the school year, giving teachers time to review.
2. **\$50,000** from salaries (object 100) to purchased property services (object 400 – building repairs), for the purchase of two rooftop a/c units for the Middle School. We currently have 6 units aging at approximately 30 years old. We have replaced two of them and we have two budgeted for next year. By replacing two now using current year funds, we will have all six units replaced by next year.
3. **\$25,952** from salaries (object 100) to equipment (object 700 – other equipment), for the additional funding needed to purchase a box truck. Earlier in the year the Board approved a transfer request in the amount of \$45,000 for a new box truck. Due to the supply and demand of vehicles, we have been unsuccessful in locating a truck for this amount. However, we have recently found a truck but will require additional funding.
4. **\$84,000** from salaries (object 100) to purchased property services (object 400 – building repairs), for the purchase and replacement of new LED parking lot lights for the HS. The current lot light lights are non-LED, expensive to run and are not equipped with timers. Also, some of the units are currently non-functional and expensive to replace. The new units are equipped with LED technology, use less energy and are equipped with time sensors.
5. **\$29,040** from salaries (object 100) \$18,320 to equipment (object 700 – other equipment) and \$10,720 to contracted services (object 500), for the purchase of timekeeping equipment and other contractual obligations for our new time-keeping solution.
6. **\$9,509** from salaries (object 100) to purchased property services (object 400 – water), to pay off capital water project.
7. **\$134,350** from salaries (object 100) to equipment (object 700 – technology equipment), for interactive boards at the Reed School. These boards will be installed on the Hawley side of the school and will later be used for the Reed Students. The addition of these boards at the five-six grade level has been an initiative for the district for some time. Even more important now, the boards are used throughout K-4 education and will be needed for the incoming Hawley students.
8. **\$409,479** total from salaries to various objects

**NEWTOWN BOARD OF EDUCATION
2021-22 BUDGET SUMMARY REPORT
FOR THE MONTH ENDING MAY 31, 2022**

OBJECT CODE	EXPENSE CATEGORY	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
<u>GENERAL FUND BUDGET</u>									
100	SALARIES	\$ (84,000)	\$ 52,183,415	\$ 41,792,823	\$ 9,729,479	\$ 661,113	\$ 141,330	\$ 519,783	99.00%
200	EMPLOYEE BENEFITS	\$ -	\$ 11,665,232	\$ 11,399,335	\$ 2,080	\$ 263,817	\$ 357,630	\$ (93,813)	100.80%
300	PROFESSIONAL SERVICES	\$ -	\$ 687,417	\$ 369,886	\$ 64,707	\$ 252,824	\$ 165,044	\$ 87,780	87.23%
400	PURCHASED PROPERTY SERV.	\$ -	\$ 1,847,678	\$ 1,409,432	\$ 241,910	\$ 196,336	\$ 274,025	\$ (77,689)	104.20%
500	OTHER PURCHASED SERVICES	\$ 123,000	\$ 9,529,686	\$ 7,657,759	\$ 1,490,733	\$ 381,195	\$ 262,426	\$ 118,768	98.75%
600	SUPPLIES	\$ -	\$ 3,381,039	\$ 2,709,003	\$ 274,453	\$ 397,583	\$ 418,551	\$ (20,968)	100.62%
700	PROPERTY	\$ 61,000	\$ 329,112	\$ 67,328	\$ 141,313	\$ 120,472	\$ 149,456	\$ (28,984)	108.81%
800	MISCELLANEOUS	\$ -	\$ 74,119	\$ 56,468	\$ 842	\$ 16,262	\$ -	\$ 16,262	77.32%
910	SPECIAL ED CONTINGENCY	\$ (100,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL GENERAL FUND BUDGET		\$ -	\$ 79,697,698	\$ 65,462,033	\$ 11,945,517	\$ 2,289,602	\$ 1,768,463	\$ 521,139	99.35%
900	TRANSFER NON-LAPSING								
GRAND TOTAL		\$ -	\$ 79,697,698	\$ 65,462,033	\$ 11,945,517	\$ 2,289,602	\$ 1,768,463	\$ 521,139	99.35%

OBJECT CODE	EXPENSE CATEGORY	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
100	SALARIES								
	Administrative Salaries	\$ 14,759	\$ 4,236,559	\$ 3,827,681	\$ 402,318	\$ 6,560	\$ 12,764	\$ (6,204)	100.15%
	Teachers & Specialists Salaries	\$ (171,759)	\$ 32,891,949	\$ 25,211,186	\$ 7,511,686	\$ 169,078	\$ 8,629	\$ 160,449	99.51%
	Early Retirement	\$ 73,000	\$ 81,000	\$ 81,000	\$ -	\$ -	\$ -	\$ -	100.00%
	Continuing Ed./Summer School	\$ 1,136	\$ 94,233	\$ 90,263	\$ 3,970	\$ -	\$ -	\$ -	100.00%
	Homebound & Tutors Salaries	\$ -	\$ 159,858	\$ 90,090	\$ 7,773	\$ 61,994	\$ 5,000	\$ 56,994	64.35%
	Certified Substitutes	\$ -	\$ 642,310	\$ 573,681	\$ 45,680	\$ 22,949	\$ 47,694	\$ (24,745)	103.85%
	Coaching/Activities	\$ -	\$ 662,356	\$ 658,177	\$ 1,333	\$ 2,846	\$ 2,000	\$ 846	99.87%
	Staff & Program Development	\$ -	\$ 150,083	\$ 106,235	\$ 99,380	\$ (55,532)	\$ -	\$ (55,532)	137.00%
	CERTIFIED SALARIES	\$ (82,864)	\$ 38,918,348	\$ 30,638,313	\$ 8,072,140	\$ 207,895	\$ 76,087	\$ 131,808	99.66%
	Supervisors & Technology Salaries	\$ 15,046	\$ 1,101,338	\$ 930,650	\$ 93,157	\$ 77,531	\$ -	\$ 77,531	92.96%
	Clerical & Secretarial Salaries	\$ 6,137	\$ 2,318,762	\$ 2,000,309	\$ 303,099	\$ 15,354	\$ 300	\$ 15,054	99.35%
	Educational Assistants	\$ (31,259)	\$ 2,939,688	\$ 2,397,054	\$ 346,526	\$ 196,108	\$ 3,400	\$ 192,708	93.44%
	Nurses & Medical Advisors	\$ 17,414	\$ 927,175	\$ 724,539	\$ 212,158	\$ (9,522)	\$ 1,700	\$ (11,222)	101.21%
	Custodial & Maint. Salaries	\$ 4,698	\$ 3,331,418	\$ 2,800,757	\$ 421,918	\$ 108,743	\$ 16,876	\$ 91,867	97.24%
	Non-Certied Adj & Bus Drivers Salaries	\$ (98,779)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	Career/Job Salaries	\$ -	\$ 134,711	\$ 107,740	\$ 22,869	\$ 4,102	\$ (4,140)	\$ 8,242	93.88%
	Special Education Svcs Salaries	\$ 49,700	\$ 1,449,812	\$ 1,148,162	\$ 177,263	\$ 124,387	\$ 6,207	\$ 118,180	91.85%
	Security Salaries & Attendance	\$ 35,907	\$ 676,153	\$ 603,297	\$ 79,764	\$ (6,908)	\$ 4,000	\$ (10,908)	101.61%
	Extra Work - Non-Cert.	\$ -	\$ 118,010	\$ 97,492	\$ 587	\$ 19,931	\$ 9,900	\$ 10,031	91.50%
	Custodial & Maint. Overtime	\$ -	\$ 236,000	\$ 318,577	\$ -	\$ (82,577)	\$ 26,000	\$ (108,577)	146.01%
	Civic Activities/Park & Rec.	\$ -	\$ 32,000	\$ 25,934	\$ -	\$ 6,066	\$ 1,000	\$ 5,066	84.17%
	NON-CERTIFIED SALARIES	\$ (1,136)	\$ 13,265,067	\$ 11,154,510	\$ 1,657,339	\$ 453,218	\$ 65,243	\$ 387,975	97.08%
	SUBTOTAL SALARIES	\$ (84,000)	\$ 52,183,415	\$ 41,792,823	\$ 9,729,479	\$ 661,113	\$ 141,330	\$ 519,783	99.00%
200	EMPLOYEE BENEFITS								
	Medical & Dental Expenses	\$ -	\$ 8,532,018	\$ 8,533,311	\$ 1,580	\$ (2,873)	\$ 2,785	\$ (5,658)	100.07%
	Life Insurance	\$ -	\$ 86,760	\$ 81,290	\$ -	\$ 5,470	\$ 7,500	\$ (2,030)	102.34%
	FICA & Medicare	\$ -	\$ 1,641,519	\$ 1,358,674	\$ -	\$ 282,845	\$ 282,845	\$ -	100.00%
	Pensions	\$ -	\$ 869,471	\$ 921,891	\$ 500	\$ (52,920)	\$ 24,000	\$ (76,920)	108.85%
	Unemployment & Employee Assist.	\$ -	\$ 102,000	\$ 67,818	\$ -	\$ 34,182	\$ 40,500	\$ (6,318)	106.19%
	Workers Compensation	\$ -	\$ 433,464	\$ 436,351	\$ -	\$ (2,887)	\$ -	\$ (2,887)	100.67%
	SUBTOTAL EMPLOYEE BENEFITS	\$ -	\$ 11,665,232	\$ 11,399,335	\$ 2,080	\$ 263,817	\$ 357,630	\$ (93,813)	100.80%

OBJECT CODE	EXPENSE CATEGORY	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
300	PROFESSIONAL SERVICES								
	Professional Services	\$ -	\$ 518,402	\$ 281,242	\$ 42,370	\$ 194,789	\$ 113,000	\$ 81,789	84.22%
	Professional Educational Serv.	\$ -	\$ 169,015	\$ 88,643	\$ 22,337	\$ 58,035	\$ 52,044	\$ 5,990	96.46%
	SUBTOTAL PROFESSIONAL SERV.	\$ -	\$ 687,417	\$ 369,886	\$ 64,707	\$ 252,824	\$ 165,044	\$ 87,780	87.23%
400	PURCHASED PROPERTY SERV.								
	Buildings & Grounds Contracted Svc.	\$ -	\$ 678,563	\$ 608,488	\$ 70,372	\$ (297)	\$ 1,000	\$ (1,297)	100.19%
	Utility Services - Water & Sewer	\$ -	\$ 151,157	\$ 84,137	\$ -	\$ 67,020	\$ 67,020	\$ -	100.00%
	Building, Site & Emergency Repairs	\$ -	\$ 475,000	\$ 338,359	\$ 100,156	\$ 36,485	\$ 139,265	\$ (102,780)	121.64%
	Equipment Repairs	\$ -	\$ 275,366	\$ 174,998	\$ 32,269	\$ 68,099	\$ 48,111	\$ 19,988	92.74%
	Rentals - Building & Equipment	\$ -	\$ 267,592	\$ 203,450	\$ 39,113	\$ 25,028	\$ 18,629	\$ 6,399	97.61%
	Building & Site Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	SUBTOTAL PUR. PROPERTY SERV.	\$ -	\$ 1,847,678	\$ 1,409,432	\$ 241,910	\$ 196,336	\$ 274,025	\$ (77,689)	104.20%
500	OTHER PURCHASED SERVICES								
	Contracted Services	\$ 313,000	\$ 1,011,975	\$ 697,905	\$ 283,164	\$ 30,907	\$ 31,059	\$ (153)	100.02%
	Transportation Services	\$ (190,000)	\$ 4,381,980	\$ 3,711,461	\$ 350,459	\$ 320,060	\$ 162,060	\$ 158,000	96.39%
	Insurance - Property & Liability	\$ -	\$ 385,500	\$ 425,660	\$ -	\$ (40,160)	\$ -	\$ (40,160)	110.42%
	Communications	\$ -	\$ 128,815	\$ 179,227	\$ 9,175	\$ (59,587)	\$ (8,058)	\$ (51,529)	140.00%
	Printing Services	\$ -	\$ 26,169	\$ 8,938	\$ 7,060	\$ 10,171	\$ 9,316	\$ 855	96.73%
	Tuition - Out of District	\$ -	\$ 3,373,676	\$ 2,461,001	\$ 825,182	\$ 87,493	\$ 67,000	\$ 20,493	99.39%
	Student Travel & Staff Mileage	\$ -	\$ 221,571	\$ 173,567	\$ 15,693	\$ 32,312	\$ 1,050	\$ 31,262	85.89%
	SUBTOTAL OTHER PURCHASED SERV.	\$ 123,000	\$ 9,529,686	\$ 7,657,759	\$ 1,490,733	\$ 381,195	\$ 262,426	\$ 118,768	98.75%
600	SUPPLIES								
	Instructional & Library Supplies	\$ -	\$ 773,786	\$ 654,355	\$ 131,074	\$ (11,643)	\$ 30,528	\$ (42,171)	105.45%
	Software, Medical & Office Supplies	\$ -	\$ 214,816	\$ 159,806	\$ 24,332	\$ 30,678	\$ 34,945	\$ (4,267)	101.99%
	Plant Supplies	\$ -	\$ 391,100	\$ 354,478	\$ 51,617	\$ (14,995)	\$ 12,096	\$ (27,091)	106.93%
	Electric	\$ -	\$ 1,043,970	\$ 835,611	\$ -	\$ 208,359	\$ 150,359	\$ 58,000	94.44%
	Propane & Natural Gas	\$ -	\$ 416,899	\$ 372,625	\$ -	\$ 44,274	\$ 44,374	\$ (100)	100.02%
	Fuel Oil	\$ -	\$ 63,000	\$ 67,438	\$ -	\$ (4,438)	\$ 19,488	\$ (23,926)	137.98%
	Fuel for Vehicles & Equip.	\$ -	\$ 202,401	\$ 167,257	\$ -	\$ 35,144	\$ 17,644	\$ 17,500	91.35%
	Textbooks	\$ -	\$ 275,067	\$ 97,433	\$ 67,430	\$ 110,204	\$ 109,117	\$ 1,087	99.60%
	SUBTOTAL SUPPLIES	\$ -	\$ 3,381,039	\$ 2,709,003	\$ 274,453	\$ 397,583	\$ 418,551	\$ (20,968)	100.62%

OBJECT CODE	EXPENSE CATEGORY	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
700	PROPERTY								
	Technology Equipment	\$ -	\$ 130,960	\$ 24,255	\$ 31,432	\$ 75,274	\$ 75,274	\$ -	100.00%
	Other Equipment	\$ 61,000	\$ 198,152	\$ 43,073	\$ 109,881	\$ 45,198	\$ 74,183	\$ (28,984)	114.63%
	SUBTOTAL PROPERTY	\$ 61,000	\$ 329,112	\$ 67,328	\$ 141,313	\$ 120,472	\$ 149,456	\$ (28,984)	108.81%
800	MISCELLANEOUS								
	Memberships	\$ -	\$ 74,119	\$ 56,468	\$ 842	\$ 16,262	\$ -	\$ 16,262	77.32%
	SUBTOTAL MISCELLANEOUS	\$ -	\$ 74,119	\$ 56,468	\$ 842	\$ 16,262	\$ -	\$ 16,262	77.32%
910	SPECIAL ED CONTINGENCY	\$ (100,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	TOTAL LOCAL BUDGET	\$ -	\$ 79,697,698	\$ 65,462,033	\$ 11,945,517	\$ 2,289,602	\$ 1,768,463	\$ 521,139	99.35%

OBJECT CODE	EXPENSE CATEGORY	YTD TRANSFERS 2021 - 2022	CURRENT BUDGET	YTD EXPENDITURE	ENCUMBER	BALANCE	ANTICIPATED OBLIGATIONS	PROJECTED BALANCE	% EXP
<u>SPECIAL REVENUES</u>									
	EXCESS COST GRANT REVENUE	APPROVED BUDGET	STATE PROJ 18-Jan	PROJECTED 1-Mar	ESTIMATED Total	VARIANCE to Budget	FEB DEPOSIT	MAY DEPOSIT	% TO BUDGET
51266	Special Education Svcs Salaries ECG	\$ (36,710)	\$ (2,857)	\$ (7,170)	\$ (7,170)	\$ (29,540)	\$ (5,860)	\$ (1,791)	19.53%
54116	Transportation Services - ECG	\$ (362,617)	\$ (339,660)	\$ (333,218)	\$ (333,218)	\$ (29,399)	\$ (259,137)	\$ (57,472)	91.89%
54160	Tuition - Out of District ECG	\$ (1,261,493)	\$ (1,270,593)	\$ (1,193,144)	\$ (1,193,144)	\$ (68,349)	\$ (944,836)	\$ (228,827)	94.58%
	Total	\$ (1,660,820)	\$ (1,613,110)	\$ (1,533,532)	\$ (1,533,532)	\$ (127,288)	\$ (1,209,833)	\$ (288,090)	92.34%
							Total	\$ (1,497,923)	
	SDE MAGNET TRANSPORTATION GRANT	\$ (20,800)	\$ (13,000)	\$ (9,100)	\$ (9,100)	\$ (11,700)	\$ (6,500)	\$ (2,600)	43.75%
<u>OTHER REVENUES</u>									
	BOARD OF EDUCATION FEES & CHARGES - SERVICES		APPROVED BUDGET	ANTICIPATED	RECEIVED	BALANCE		% RECEIVED	
	LOCAL TUITION		\$32,430		\$51,510	(\$19,080)		158.83%	
	HIGH SCHOOL FEES FOR PARKING PERMITS		\$30,000		\$30,000	\$0		100.00%	
	MISCELLANEOUS FEES		\$6,000		\$3,033	\$2,967		50.55%	
	TOTAL SCHOOL GENERATED FEES		\$68,430		\$84,543	(\$16,113)		123.55%	
	OTHER GRANTS	TOTAL BUDGET	21-22 BUDGET	YTD EXPENSE	ENCUMBER	BALANCE			
214	ESSER II	\$625,532	\$625,532	\$549,540	\$40,619	\$35,373		94.35%	
	ESSER III (estimated \$809k for 21-22 use)	\$1,253,726	\$809,095	\$651,792	\$64,115	\$93,188		88.48%	

June 13, 2022

With great pleasure Jane and I were thrilled to have donated a substantial amount of culinary inventory to the High School Culinary Department the least of which is a Falsgraff white china dinnerware service for 40. All of it will enhance the students' curriculum.

A leather sofa and oversized armchair with a Karastan rug were donated to the reception area of the BOE as well.

Total Donation values at \$3400.

Warmest regards,

John and Jane Vouros

Dana Holcombe House

29 Main Street

Newtown, Connecticut 06470

Correspondence Report
06/07/2022 – 06/20/2022

Date	Name	Subject
06/07/2022	Melissa Mottola	Fw: Send data from MFP1742441 06/03/2022 02:19
06/08/2022	Concerned Par...	Disappointing to see
06/07/2022	Deborra Zukowski	Conflict During Executive Session
06/10/2022	Ramsey, Donald	BOE Communications Subcommittee Minutes June 6, 2022
06/10/2022	Debrantes, Nathalie	Graduation Parking and info
06/12/2022	Rodrigue, Lorrie	Sunday Highlights
06/12/2022	Zukowski, Deborra	Jun 12, 2022 Week in Preview
06/13/2022	Doris Samson	Rehire of Food Service Employees
06/15/2022	Kate	Re: Request of Information
06/16/2022	Zukowski, Deborra	Fwd: All pics
06/17/2022	Rodrigue, Lorrie	For Your Information
06/17/2022	June, Kathy	BOE Mailing – June 21, 2022
06/17/2022	Zukowski, Deborra	More re: Tuesday's meeting
06/19/2022	Rodrigue, Lorrie	Sunday Highlights
06/19/2022	Zukowski, Deborra	June 19 Week in Preview
06/19/2022	June, Kathy	Fwd: May Financial Budget Detail
06/19/2022	June, Kathy	Fwd: 5-31-22 Financial Report
06/20/2022	June, Kathy	June 21 Proposed Motions
06/20/2022	June, Kathy	Revised Agenda and Motions
06/20/2022	Gouveia, Tanja	Transportation contract
06/20/2022	Gouveia, Tanja	Fwd: Attached Image

TO: Lorrie Rodrigue, Superintendent
FROM: Suzanne D'Eramo, Director of Human Resources
RE: Superintendent's Report – Certified Staffing Update for MAY/JUNE 2022
DATE: June 16, 2022

MAY/JUNE 2022

CERTIFIED RETIREMENTS:

None

CERTIFIED RESIGNATIONS:

Alysia Caffrey– NHS SPED (eff. 6/30/22)
Bethany Phillips – MGS grade 2 (eff. 6/30/22)
Marcia Stiman-Glaser – NHS SPED (eff. 6/30/22)

CERTIFIED NEW HIRES: (All starting 8/24/22)

Ellen Calcovecchio – RIS SPED
Nicole Dannen – NHS SPED
Caitlin Granucci – NHS SPED
Caitlin McLarnon – HAW school psychologist
Megan Memoli – MGS PE (.5)
Geri O'Sullivan – NHS chemistry (.5)
Cristiano Pereira – HAW/HOM elementary Spanish
Justin Thomas – NHS biology

CERTIFIED OPEN POSITIONS:

HAW – 1 classroom position (candidate on your calendar for next week)
MGS – 3 classroom positions (1 candidate on your calendar for next week)
HOM – 1 classroom position (candidate on your calendar for next week)
NMS – language arts and Spanish/French
NHS – art, biology and SPED (biology candidate on your calendar for next week)

ADDITIONAL DISTRICT HIRING NOTES:

Here is a recap of all certified/non-certified staff who began working in May/June:

Building subs/LT subs = 1

Paraeducators = 2

BTs = 1

Of the 4 newly hired employees, 3 indicated a diverse ethnicity or race other than white. This equates to a total of 75% broken down as follows:

Asian = 1

Black/African American = 1

Hispanic = 1

**2021 - 2022
 NEWTOWN BOARD OF EDUCATION
 TRANSFERS RECOMMENDED
 JUNE 21, 2022**

AMOUNT	FROM		TO		REASON
	CODE	DESCRIPTION	CODE	DESCRIPTION	
ADMINISTRATIVE					
\$50,000	100	TEACHERS & SPECIALISTS SALARIES	400	BUILDING, SITE & EMERGENCY REPAIRS	TO REPLACE TWO ROOFTOP A/C UNITS AT THE MIDDLE SCHOOL
\$84,000	100	TEACHERS & SPECIALISTS SALARIES	400	BUILDING, SITE & EMERGENCY REPAIRS	TO REPLACE HIGH SCHOOL PARKING LIGHTS WITH LED LIGHTING
\$9,509	100	SUPERVISORS/TECHNOLOGY SALARIES	400	UTILITY SERVICES - WATER & SEWER	TO PAYOFF CAPITAL WATER PROJECT
\$10,720	100	SUPERVISORS/TECHNOLOGY SALARIES	500	CONTRACTED SERVICES	TO PURCHASE EQUIPMENT AND SERVICES FOR NEW TIME-KEEPING SOLUTION
\$18,320			700	TECHNOLOGY EQUIPMENT	
\$134,350	100	EDUCATIONAL ASSISTANTS	700	TECHNOLOGY EQUIPMENT	TO PURCHASE INTERACTIVE BOARDS AT REED FOR HAWLEY AND REED STUDENTS TO USE
\$25,952	100	SPECIAL EDUCATIONAL SVCS SALARIES	700	OTHER EQUIPMENT	ADDITIONAL FUNDING REQUIRED TO PURCHASE A REPLACEMENT BOX TRUCK
\$76,628	500	TRANSPORTATION SERVICES	600	TEXTBOOKS	TO PURCHASE DIGITAL & PRINTED MATERIALS FOR MATH 6-8 PROGRAM
\$409,479					

Instruction

Enrollment in an Advanced Course or Program and Challenging Curriculum

~~The Newtown Board of Education (the "Board") understands the importance of providing opportunities for students to enroll in an advanced course or program and offering students challenging curriculum in the Newtown Public Schools (the "District"). In accordance with Connecticut law, this policy shall explain the manner in which the District determines eligibility for enrollment in advanced courses or programs and creates academic plans for students in the District.~~

The Newtown Board of Education (the "Board") believes in the basic principle that academic rigor and the opportunity to accelerate learning are powerful motivators for students to meet intellectual challenges and excel in the an academic environment. Therefore, the Board endorses the goal to create foster a culture of deliberate excellence through its commitment to in which all students who have the capability, potential, or motivation to may access advanced academic curriculum and instruction. As a further part of that goal, the Board encourages students to pursue rigorous, challenging academic coursework such as, but not limited to, honors classes, dual enrollment, dual credit, advanced placement classes, International Baccalaureate courses, and the Cambridge International Program, as may be provided by the Newtown Public Schools (the "District").

To better realize such a goal, and in accordance with Connecticut law, this policy shall explain the manner in which the District determines eligibility for enrollment in advanced courses or programs and creates academic plans for students in the District.

I. Definitions

For purposes of this policy:

"Advanced course or program" means an honors class, advanced placement class, International Baccalaureate program, Cambridge International program, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by the Board. ~~in grades nine to twelve, inclusive.~~

"Advanced placement" program is a program authorized by the College Board that offers college-level courses and exams that students take in high school.

"Cambridge International program" is an internationally recognized academic program for students aged five (5) to nineteen (19). High school

level courses, available only through approved Cambridge International Schools, provide students the opportunity to earn postsecondary credit that is accepted by colleges in the United States and abroad.

P6141.51/6141.52(b)

Instruction

Enrollment in an Advanced Course or Program and Challenging Curriculum

“Dual credit/Dual enrollment” courses are college courses offered by high schools in partnership with a college or university. Students taking these courses in high school are simultaneously enrolled with the partner higher education institution. Students who successfully complete a dual credit/dual enrollment course earn credit toward high school graduation as well as college course credit that appears on a student transcript issued by a college or university.

“International Baccalaureate (“IB”) program” is a program that offers international education through four programs for students aged three (3) to nineteen (19). The four programs are: Primary Years, Middle Years, Diploma Program, and Career-related Program. Schools must be authorized to teach IB programs. Every authorized school is known as an IB World School.

“Prior academic performance” means the course or courses that a student has taken, the grades received for such course or courses and a student's grade point average.

II. Eligibility Criteria

Consistent with state law, the District will identify students in grades eight and nine who may be eligible to take or enroll in an advanced course or program. Students will be eligible to enroll in advanced courses or programs throughout their high school career, even if they are not identified as eligible in grades eight or nine.

Eligibility for enrollment in an advanced course or program shall not be based exclusively on a student's prior academic performance. There are multiple methods by which a student may satisfy the eligibility criteria for enrollment in an advanced course or program, including:

- Recommendations from teachers, administrators, school counselors or other school personnel.
- A student's prior academic performance, as determined by evidence-based indicators of how a student will perform in an advanced course or program.

- GPA improvement over time
- Student interests and persistence
- The District administration may, in its discretion, identify and publicize additional criteria, including but not limited to student or parent request. Any such criteria shall be established prior to the commencement of an academic term.

P6141.51/6141.52(c)

Instruction

Enrollment in an Advanced Course or Program and Challenging Curriculum

III. Creation of an Academic Plan/Challenging Curriculum

The District will create an academic plan for each student who is identified in grade eight or nine as eligible for enrollment in an advanced course or program. Such plan will be designed to enroll the student in one or more advanced courses or programs and allow the student to earn college credit or result in career readiness. Such academic plan will also be aligned with:

- The courses or programs offered by the Board,
- The student's student success plan, created pursuant to Conn. Gen. Stat. § 10-221a(j),
- High school graduation requirements, and
- Any other policies or standards adopted by the Board relating to the eligibility for student enrollment in advanced courses or programs.

A student, or the student's parent or guardian, may decline to implement the provisions of an academic plan created for such student.

The academic plan may be part of the student's success plan, required for each student by Conn. Gen. Stat. §10-221a, if the student success plan's academic component intentionally focuses on advanced course and program participation.

IV. Guiding Principles and Implementation

The Board is aware that marginalized groups may be are chronically underrepresented in advanced level high school courses and programs of similar rigor. Low awareness of advanced courses and programs, insufficient preparation or failure to identify students with potential, and fear of social isolation may prevent ~~low-income and minority~~ marginalized groups from enrolling in such courses or programs. ~~Further, other barriers to participation~~

~~include the failure to identify students with potential, insufficient motivation and incentives on behalf of teachers and/or students, and funding.~~

The Board recognizes that course access and academic planning should be guided by considerations beyond traditional course eligibility criteria. An emphasis on equity must include a focus on increasing student's access to rigorous learning opportunities to assist all students to be prepared for success after high school. ~~The following District and school-level principles~~ The proceeding eligibility criteria will contribute to fostering greater equity in student participation in advanced courses or programs.

P6141.51/6141.52(d)

Instruction

Enrollment in an Advanced Course or Program and Challenging Curriculum

The Superintendent or designee shall be responsible for implementing this policy and developing procedures in furtherance of this policy and in accordance with guidance provided by the Connecticut Department of Education.

Legal Reference:

Connecticut General Statutes § 10-221a

Connecticut General Statutes § 10-221w

Connecticut General Statutes § 10-221x

Connecticut State Department of Education, *District Guidance for Developing an Advanced Course Participation Policy* (March 2022 Draft)

ADOPTED: _____

REVISED: _____

4/29/2022

Instruction

Gifted and Talented Students Program

The Newtown Board of Education (Board) recognizes its responsibility to identify gifted and talented students within the school district and to provide these students with appropriate instructional adaptations and services. ~~(Districts are required to identify but provision of services is at the discretion of the local district.)~~ The Board is committed to providing identification and assessment which is responsive to students' economic conditions, gender, developmental differences, disabling conditions and cultural diversity.

For purposes of this policy, "gifted and talented students" means a each child identified by the Screening Team ~~Planning and Placement Team (PPT)~~ as (A) possessing demonstrated or potential abilities that give evidence of very superior intellectual, creative or specific academic capability and (B) needing differentiated instruction or services beyond those being provided in the general education program in order to realize the child's intellectual, creative or specific academic potential. The term shall include children with extraordinary learning ability and children with outstanding talent in the creative arts.

For purposes of this policy "outstanding talent in the creative arts" means a child identified by the Screening Team ~~Planning and Placement Team~~ as gifted and talented on the basis of demonstrated or potential achievement in music, the visual arts or the performing arts.

The ~~school district~~ Newtown Public Schools (the "District") shall provide educational programs for the gifted and talented, within budgetary constraints, which include a broad spectrum of learning experiences which increase knowledge and develop skills necessary for the student to function successfully in society while encouraging students to excel in areas of special competence and interest. ~~(optional language)~~

Though early identification of the gifted and talented is important, it is essential that the identification of these students be recognized as a continuing process in that special abilities and skills appear at different times in the lives of many children and new children are regularly being enrolled in the system.

The Superintendent or his/her designee will develop procedures for an ongoing kindergarten through grade twelve identification process for gifted and talented students that includes multiple measures in order to identify student strengths in intellectual ability, creativity or a specific academic area.

Multiple measures may include, but are not limited to, tests of academic achievement, aptitude, intelligence, and creativity; achievement test scores; grades; student performance or products; samples of student work; parent, student, and/or teacher recommendations; and other appropriate measures. The identification methodology will include consideration of all students, including those who are English language learners and those with Individualized Education Programs (IEP) or Section 504 Plans, shall be developmentally appropriate, non-discriminatory, and related to the programs and services offered by the District.

Instruction

Gifted and Talented Students Program (continued)

The final determination in the identification of students as gifted and/or talented must be done by a PPT Screening Team. The Screening Team charged with this responsibility shall be composed of a group of certified or licensed professionals representing each of the teaching, administrative and pupil personnel staffs, who participate equally in the decision making process.

~~Though early identification of the gifted and talented is important, it is essential that the identification of these students be recognized as a continuing process in that special abilities and skills appear at different times in the lives of many children and new children are regularly being enrolled in the system.~~

Upon the identification of a student as gifted and talented, the District shall provide a paper copy and electronic notice of such identification to the parent/guardian of such student. Such notice shall include, but need not be limited to:

1. an explanation of how such student was identified as gifted and/or talented;
2. the contact information for the District's employee in charge of the provision of services to gifted and talented students, or, if there is no such employee, the District's employee in charge of the provision of special education and related services;
3. the contact information for the employee at the State Department of Education who has been designated as responsible for providing information and assistance to Boards of Education and parents or guardians of students related to gifted and talented students, pursuant to section 10-3c of the General Statutes; and
4. any associations in the state that provide support to gifted and talented students.

If a parent/guardian disagrees with the results of the evaluation conducted by the Screening Team, the parent/guardian has a right to a hearing.

As per state statute, the District may identify up to ten (10) percent of the total student population for the District as gifted and talented.

The school district, ~~should it decide to offer services to the gifted and talented,~~ shall utilize the guidelines, developed and promulgated by the State Department of Education (SDE), for providing gifted and talented-related services to those eligible students. The guidelines include best practices for the district to consider for (1) addressing the intellectual, social and emotional needs of gifted and talented students in schools and (2) providing teacher training and professional development on gifted and talented students.

Instruction

Gifted and Talented Students Program (continued)

Legal Reference: Connecticut General Statutes
10-76a-(e) Definitions.
10-76d-(e) Duties and powers of Boards of Education to provide special education programs and services.
Conn. Gen. Stat. § 10-76xx Notification of students identified as gifted and talented. Adoption of policy re equitable identification of gifted and talented students.
Regulations of Connecticut State Agencies Sections 10-76a-1–10-76l-1.
~~P.A. 19-184 An Act Concerning the Provision of Special Education Gifted and Talented Education:-~~
Connecticut State Department of Education Guidance Regarding Identification and Service. SDE Guidance, March 2019,
P.A. 21-199 An Act Concerning Various Revisions and Additions to the Statutes Relating to Education and Workforce Development, Section 2

Policy adopted:

rev 6/17

rev 7/19

rev 4/22

WellSAT Triennial Assessment of School Wellness Newtown Public Schools 2022



Background



The WellSAT Triennial Assessment is required for all districts who participate in the National School Lunch Program. The assessment reviews these areas related to promoting students' overall health:

- **School Policy (WellSAT 3.0)**
- **Practice (WellSAT I)**
- **How well policy and practice are integrated**





GOAL: To assist schools in examining the strengths and weaknesses of their current wellness programs, and to continuously work to improve them.

The data collected during the assessment is separated into four categories:

- 1. Strong Policies and Aligned Practices**
- 2. Practice Implementation Plan**
- 3. Policy Update Plan**
- 4. Opportunities for Growth**

SECTION 1: STRONG POLICIES AND ALIGNED PRACTICES





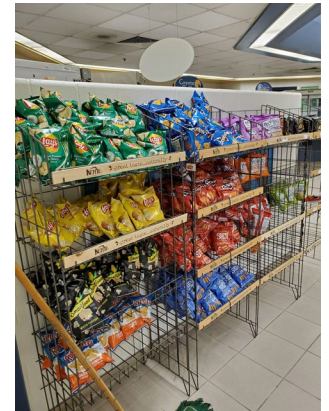
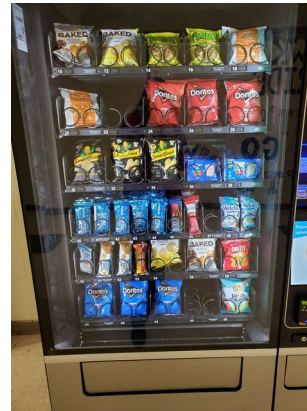
This section highlights areas where Newtown has clearly stated policies and corresponding consistent practices.

Newtown meets all federal requirements in the following areas:

- **The district provides information annually to all families about free and reduced meals. (SM5)**
- **The identity of those participating in the reduced meal program is kept completely confidential. (SM3)**
- **Free water is accessible during meals for all students. (SM8)**
- **All competitive foods and beverages sold during the school day, including fund raisers, meet federal Smart Snack Standards. (NS1,3,4, 5, 6)**

Newtown is also in full compliance with:

- Assuring that snacks sold in high school vending machines also meet Smart Snack Standards (NS4)
- Prohibiting the sale of caffeinated foods and beverages during the school day (NS8)
- Providing annual training of all school food and nutrition staff that meets USDA professional standards (through Whitson's) (SM9)
- Assuring that any marketing of foods and beverages on the school campus complies with federal Smart Snack standards. (WPM7)





Additional areas of strength include:

Newtown's Physical Education program: Newtown has a standards based, developmentally planned and sequential physical education curriculum which is taught at all grade levels. (PEPA1)

Newtown Wellness Committee As required by federal regulation, the Newtown Wellness Committee has full representation from various sectors of the school community and the public to ensure that all are able to participate in the writing and implementation of the Wellness Policy. The Wellness Policy is posted on the Newtown school district website: [Policy 6142.101 School Wellness Policy](#) (IEC2,4)

SECTION 2: CREATE PRACTICE IMPLEMENTATION PLAN





In the areas summarized below, Newtown has strong policies, but there are gaps in the implementation of the policy. Recommendations are listed to address these gaps and to ensure compliance with all federal regulations.

Newtown has a strong nutrition education curriculum, which includes specific goals, as required by federal regulations. A standards-based nutrition curriculum is taught in grades 5 and 6 and at the high school. However, not all elementary students receive sequential, comprehensive nutrition education. The integration of nutrition education into other subject areas is part of the district policy and is done very well at the intermediate and high school level. In addition, there is one elementary PE teacher who is dual certified in PE/Health who has very successfully integrated nutrition education into the PE classes. At the middle school level, part of the nutrition education curriculum used to be taught in a Consumer Science class which has now been eliminated. **(NE1,6)**

Recommend:

- **Integrate nutrition education into elementary PE classes**
- **Include nutrition content previously covered in Consumer Science in NMS Health class.**
- **Dual certification of PE teachers at the elementary level in Health.**

Implementation plan:

The existing health curriculum will be updated to include integrated nutrition classes in the elementary schools. District will seek dual certification of PE teachers in Health.



Newtown's policy supports the purchase of local farm products, but there is a lack of communication about this effort to the school community. **(SM10)**

Recommend:

- **Labeling/Promotion of locally grown produce.**
- **Promote school gardening projects**
- **Invite farming groups in to share information (Real Food Share, Young Farmers, Short's Farm, Newtown Greenery)**

Implementation Plan: District Wellness Coordinator will work with Food Services and local organizations to promote local produce and farm to table education, such as labeling and tasting of local foods.



Newtown's Wellness Policy states that the physical education program will promote an active lifestyle. However, there is a need for a greater focus on self-assessment to promote lifelong fitness. **(PEPA3)**

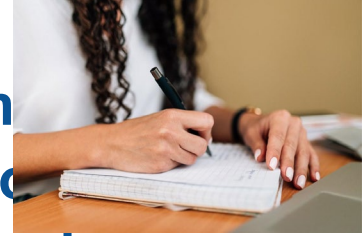
Recommend:

- **Teach self-assessment through Fitness-gram or similar program.**
- **Students will set and meet personal goals in one of the elements of physical and/or motor fitness**

Implementation Plan: PE curriculum will be reviewed and updated to include these elements.

SECTION 3: UPDATE POLICIES





There are a number of areas where Newtown practice meets federal recommendations, but the school policy does not fully reflect this practice. Listed below are areas that need policy updates to align with best practice.

-All Newtown High School students receive sequential and comprehensive nutrition education, but school policy is not specific about this requirement. The current policy does not include agriculture and the food system. (NE 5,8)

-The HHFKA regulations for breakfast and lunch are fully implemented per federal guidelines, but the school policy does not fully reflect those requirements. (SM 1)

-Students with unpaid balances are allowed to charge up to \$20. If balance remains unpaid, student is offered separate meal choice (cheese sandwich, pretzels). (SM 4)

-All students have at least a twenty minute lunch period, although this is not specified in school policy. (SM 7)



**-Whitson Food Service director is able to access Smart Snacks standards to confirm that foods sold at school meet USDA standards. Location of information in the current policy is unclear.
(NS 2)**

-Policy does not specifically address nutrition standards for foods sold after the school day. Whitson does not sell food after the school day. (NS 11)

-All students are allowed to carry water during the school day. There are water fountains and bottle filling stations available at all of the schools. Bottled water is also sold in the cafeteria. The current wellness policy does not address student access to water. (NS 13)



-The District has a strong physical education curriculum that is aligned with state and national standards. Relevant professional development is offered to PE teachers each year. All PE classes are taught by certified teachers with PE endorsement. Update policy to reflect practice. (PEPA 2,7,8)

-PE exemptions and substitutions are not allowed outside of medical exemptions. NHS and NMS offer Unified sports and inclusive PE classes accessible to most disabled students. Clarify language in policy. (PEPA 9,10)

-Newtown schools offer students and/or family members the opportunity to engage in physical activity before and after school clubs. Include wording in the policy to make this known. (PEPA 11,12)

-All Newtown students in grades K - 6 have at least 20 minutes of daily recess. Recess is supervised by paraeducators. Students in each of the elementary schools and the intermediate school have access to safe and appropriate play equipment. Specify this in the policy. (PEPA 13)

-The schools have an agreement with the town Parks and Rec. department and with other community organizations to allow use of school facilities and grounds when school is not in session. Specify this in the policy. (PEPA 15)



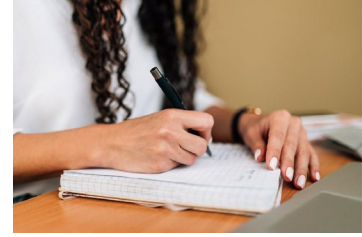
-The District offers low cost yoga classes and the Town of Newtown sponsors a free premium Fitbit program for staff. The Fitbit program encourages friendly competition between school teams to increase walking. The school fitness center at NHS is also available for staff use after school hours. Local health facilities also offer reduced membership rates for school staff. Update policy to reflect these initiatives. (WPM2)

-Teachers do not withhold physical activity or use physical activity as punishment although this is not spelled out in school policy. Update the policy to reflect this. (WPM4,5)

-There is no food or beverage marketing on school property, including educational materials, school publications, computer screens, vending machines and in food related items. There are some fund-raisers that are food related (pies, candy bars) The current policy specifies that any food or beverages marketed to students must meet Smart Snacks standards. Include link to standards.(WPM8,9,10)

-There is a district Wellness Committee. The committee consists of 12 members including teachers, administrators, the Health Department Director, parents and representatives from several town organizations. The committee meets 2 - 3 times a year to review wellness policies and to discuss issues that impact the health and wellness of the school community. Current policy does not require a Wellness Committee. Update policy language. (IEC1)

Wellness Policy Review and Update



Specific revisions of the language in the District Wellness Policy will be made in collaboration with the District Policy Committee to reflect best practices as described in each of the areas identified above.

SECTION 4: OPPORTUNITIES FOR GROWTH





Newtown's Wellness Policy compared well overall to the model policies. Presented in the WellSAT assessment. However, there are a few areas, discovered during the assessment where both policy and practice need to be addressed to bring Newtown into full compliance with federal requirements. These areas, along with recommendations to address them, are listed below.

The Newtown Wellness Policy requires non-sold food or beverages brought into school for school sponsored events to meet federal nutrition guidelines, but it does not specifically address birthday and holiday celebrations, as required by federal regulations. The policy does include an appendix with ideas for food free celebrations, rewards and fundraiser.

(NS9)

Recommendations:

- **Amend policy to include language addressing birthday and holiday celebrations. 6142.101d under Non-Sold Foods and Beverages: "Non-sold foods and beverages brought into the schools by students and other persons for school events, including birthday and holiday celebrations, shall comply with federal nutrition standards."**
- **Ensure that these requirements are clearly communicated to staff and families along with the appendix of alternative non food ideas for celebrations.**

Federal regulations require each school district to designate a school official to ensure compliance of each participating school with the wellness policy. This compliance must be assessed at least once every three years and the results must be shared with the public. Appropriate updates to the wellness policy must be made based on these assessments. (IEC 3,4)

- **Newtown policy supports these regulations, and the district has recently created a position for a Health & Wellness coordinator who will oversee policy compliance, ongoing assessments and updates, and communication to the public about policy assessment results and updates.**

Health & Wellness

- **Social Emotional Learning, BOE Subcommittee:** Social Emotional Health Supports
 - PEAC Partnerships: Kids Core and Mental Health Resource
 - Center for Empowerment and Education: meeting with Matt Austin K - 12 Programming
- **Vaping Education:** Tricia Dahl, Yale TRY program; Vaping cessation program for Health 1 classes, in alignment with Newtown Prevention Councils anti-vaping campaign “Don’t Be a Juul Fool”
- **5-2-1-0: Healthy Choices Count**- NHS Health Fair, June 8th aligns with Newtown Health District and the Lions Club “Know Your Numbers” - encouraging people to take charge of their health (BP, weight, BMI, cholesterol, blood sugar).
- **COVID Vaccine Clinics:** Continue to work with Griffin Hospital to provide convenient access to vaccines. Next clinic June 30th at NHS.
- **DASHBOARD 2021-22**: easy access to COVID data for the school district.

AGREEMENT BETWEEN
NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN PARAEDUCATORS ASSOCIATION
LOCAL 136-13
INTERNATIONAL FEDERATION OF
PROFESSIONAL & TECHNICAL ENGINEERS, AFL/CIO/CLC

JULY 1, 2022 THROUGH JUNE 30, 2025

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AGREEMENT

PREAMBLE

This Agreement made on the ___ day of _____, 2022, by and between the Newtown Board of Education, hereinafter referred to as the “Board”, and the Newtown Paraeducators Association, Local 136-13, International Federation of Professional & Technical Engineers, AFL/CIO, CLC and Paraeducators, hereinafter referred to as the “Association”.

Article 1 Recognition

The Newtown Board of Education (hereinafter referred to as the “Board”) recognizes the Newtown Paraeducators Association, Local 136-13 International Federation of Professional & Technical Engineers, AFL/CIO/CLC and Paraeducators (hereinafter referred to as the “Association”) as the exclusive bargaining representative for employees employed as classroom, special education, clerical, tutorial and monitorial paraeducators by the Board of Education of Newtown, Connecticut, for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and conditions of employment in accordance with the certification of July 27, 1992, the Connecticut State Board of Labor Relations in Decision No. 3028, Case No. ME-14, 500 and as provided by Section 7-467 et seq. of the Connecticut General Statutes.

Article 2 Board Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures, provided that the Board will notify the Association President of any change in Board policy affecting the duties and responsibilities of paraeducators within ten (10) days after approval of any such change (subject to the Association’s right to engage in impact bargaining in accordance with the Municipal Employee Relations Act).
- c) To discontinue processes or operations or to discontinue their performance by employees.

- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- g) To create job specifications and revise existing job specifications, subject to the Association's right to negotiate the assigned wage rates.
- h) To determine the work year, work day and work schedules for employees.

Article 3 Negotiations

3.1 Negotiations Over a Successor Agreement

Not later than January 1 of the year in which this agreement expires, the Board and the Association agree to initiate negotiations over a successor agreement.

3.2 No Strike

Pursuant to Connecticut General Statute, Section 7-467, employees included in this Agreement shall not hinder the Board's operation by strike or withholding of services and the Board shall not pursue lock-out tactics of bargaining unit employees in any part of its operation.

Article 4 Grievance Procedure

4.1 Definitions

A. A "grievance" is defined as any dispute between the Board and any employee which involves the interpretation or application of any of the provisions of this Agreement; or a claim based on the discriminatory application of written personnel policies relative to employment, copies of which will be supplied to the Association.

- B. A “grievant” is an employee in the paraeducators’ bargaining unit making said claim. The Association may represent the aggrieved person at any time during the grievance procedure.
- C. “Days” shall mean calendar days other than Saturdays, Sundays and holidays.

4.2 Purposes

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of members of this unit.
- B. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration.

4.3 Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be, however, extended by mutual agreement in writing or by email.
- B. If in the judgment of the Association, a grievance affects the bargaining unit as a whole, or any group or class within the unit, the Association President may submit such grievance in writing directly to the Superintendent at Level Two.
- C. If the grievant fails to file a grievance within the time limit set forth herein, such grievance shall be considered waived.
- D. If the grievant fails at any level to appeal a grievance to the next level within the specified time limits, the grievance shall be deemed waived. Failure of the Board at any level to comply with time limits regarding responding to a grievance shall permit the grievant to appeal the grievance to the next level.

E. Informal - School Principal or Designated Administrator

The Paraeducator with a grievance will meet to discuss the matter with the Principal or designated administrator directly or through/with an Association representative with the objective of resolving the matter informally.

F. Level One - Formal - School Principal or Designated Administrator

A grievant with a grievance shall, within fifteen (15) days following the event or condition on which the grievance is based, file a written grievance with his/her Principal or designated administrator. The Principal or designated administrator shall give the grievant a written response within five (5) days.

G. Level Two - Superintendent of Schools

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance with the Superintendent within five (5) days after the response at Level One, or within fifteen (15) days after the grievance was presented, whichever is sooner. Any written grievance must set forth the specific article and section of this agreement that has allegedly been misinterpreted or misapplied or specific written personnel policies relative to employment that have been discriminatorily applied.
2. Within five (5) days after receipt of the written grievance, the Superintendent, or his/her designee, shall meet with the grievant (and representative of the Association if the grievant so desires) in an effort to resolve it. The grievant shall be given a written response to his/her grievance within ten (10) days after such meeting. The response will be signed by the Superintendent, or his/her designee, and will constitute the Superintendent's decision on the grievance.

H. Level Three - Board of Education

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within fifteen (15) days after presentation of the grievance to the Superintendent he/she may file such written grievance to the Board within fifteen (15) days after the meeting at Level Two. Within twenty (20) days after receiving the written grievance, the Board or Board committee shall meet with the grievant (and a representative of the Association and/or International Union if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Three shall be rendered by the Board or Board committee within fifteen (15) days after such meeting.

I. Level Four - Arbitration

If a grievance is not settled at Level Three, the Association may submit the grievance to final and binding arbitration by providing written notice to the Superintendent of Schools with ten (10) days after the decision was rendered or should have been rendered at Level Three. The Board shall have the option to select either the State Board of Mediation and Arbitration (SBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Association, in writing, within ten (10) days of receipt of the Association's written notice of intent to proceed to arbitration. In the event that

the Board does not so notify the Association within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Association shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee. The parties shall share the arbitration filing fee equally. For any case in which the Board exercises the option to have the AAA hear the grievance, the Board shall pay the arbitrator's fees.

The arbitration proceedings will be conducted in accordance with the rules and regulations of the applicable arbitration agency. The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

The parties agree that the decision of the arbitrator shall be final and binding, except as otherwise provided by law, and that this grievance procedure shall be the sole and exclusive means of resolving claims which are encompassed within the definition set forth in Section 4.1.A.

4.4 Miscellaneous

- A. The grievant(s), together with witness(es) and the Association representatives, shall suffer no loss of earnings or benefits as a result of meetings or hearings scheduled during school hours as a result of the application of this grievance arbitration procedure. When feasible, all meetings or hearings shall be held within the hours of the employees' work day, with the exception of Level 3, which will be scheduled in accordance with Board of Education scheduled meetings.
- B. No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure.
- C. Grievances and responses to grievances shall be filed separately from the personnel files of the grievant. This does not preclude the Board from placing memoranda or similar material that are disciplinary in nature in the individual employee's file. The grievant has the right to attach a statement of rebuttal to any disciplinary material added to his/her file. If such disciplinary matter is the subject of a grievance and the grievance is decided in favor of the grievant, it shall be removed from the file, consistent with such decision.

Article 5 Employment Practices

5.1 Conditions of Employment

- A. Non-Discrimination

The Board agrees not to discriminate against any Association officer, member or representative relating to employment in violation of federal or state statutes.

B. Employment Practices

1. The Board will provide a copy of this agreement to newly hired employees. The Director of Human Resources will provide Association Officers with information regarding any new hires through real-time electronic transmission no later than ten (10) days after the employee was hired or the first pay period of the month after the employee was hired, whichever is earlier.
2. All new employees will serve a probationary period for six (6) school calendar months for the purpose of performance evaluation, during which time they may be terminated without recourse to the grievance procedure. After the first three (3) school calendar months of the probationary period, employees may use accrued sick and personal time. Probationary employees are entitled to holiday pay.
3. The Superintendent reserves the right to increase a paraeducator's hours upward of 50% of their regular hours within a school year to meet students' needs without posting the position.
 - a. In the event said increase places the paraeducator at or over twenty-seven and one-half (27.5) hours/week the position must be posted internally.
 - b. Notification of an increase in an employee's hours will be given to the Association President prior to notifying the employee of the anticipated increase.

C. Vacancies and New Positions

1. When the Board decides to fill a vacancy or new position within the paraeducators' bargaining unit, it shall email all paraeducators via district email and post notice of the vacancy or new position on the District's website for a period of five (5) business days. Such notification shall indicate that interested candidates shall apply for the position using the district's electronic process. The notice of such vacancy or new position shall clearly set forth the responsibilities, qualifications, and salary. Qualified bargaining unit applicants shall be granted an interview. When there are two or more applicants for such vacancy or new position, the Superintendent or his/her designee will make the decision based on qualifications and seniority. Qualifications include, but are not limited to, previous work experience, educational background, evaluations, and interview. The decisions by the Superintendent or his/her designee regarding whether a bargaining unit employee is qualified for a vacancy or new position, and regarding which applicant will be appointed to the vacancy or new position, must be submitted in writing to the Association President upon written request within

five (5) business days with the reason for the decisions. Such decisions shall not be grievable.

2. In the event that a currently employed paraeducator (“internal candidate”) is determined to be not qualified, the Superintendent or his/her designee will notify the candidate that he/she is not qualified for the new position or vacancy. Upon request from an internal candidate, the Superintendent or his/her designee responsible for hiring may provide feedback as to the reason the candidate is deemed not qualified.
3. After the first three (3) school calendar months of the probationary period, probationary employees will be eligible to apply for a vacancy or new position.

D. Involuntary Transfers

1. The Superintendent shall have the right to transfer employees in the best interest of the school system. Involuntary transfers shall be made only after the vacancy has been posted in all schools and on the district website for five (5) business days. In the event that there are no qualified applicants for the posted vacancy or new position, the involuntary transfer may be made with the approval of the Superintendent or his/her designee. The qualified employee with the least seniority shall be the first to be transferred. Transfers shall be made only after the Association President has been notified and, if necessary, a meeting with the employee and the Superintendent or his/her designee wherein the employee shall be informed of the reason for the transfer.
2. Whenever a vacancy occurs in a position from which an employee has been involuntarily transferred, that person shall have the first opportunity to request a transfer back to that position.

5.2 Work Schedules

A. Work Year/Work Week

1. The work year and week shall be in accordance with the calendar year established for the Newtown School System. The number of days worked in a school year and the number of hours worked in a day shall be determined at the beginning of the school year or at the time a position is filled by the school Principal in accordance with needs and the budget.
2. Attendance at Convocation Day activities shall be mandatory for all Paraeducators. In the event that the Board schedules professional development for Paraeducators on Convocation Day, following the Convocation program, attendance at the professional development program shall be mandatory for all Paraeducators. The Administration will confer with the Association President in developing the content for the professional development session. Paraeducators who are in attendance on Convocation Day (including any professional

development program scheduled for Convocation Day) shall be paid at their regular hourly rate.

3. A Paraeducator may request to work up to four (4) hours in the week prior to the start of the school year in coordination with the teachers' start date. Any such request shall include a written plan describing the job responsibilities that will be carried out by the Paraeducator during such time. All such requests shall be subject to the approval of the Principal and supervisor.
4. The work year for K-4 Library Media Center Paraeducators will be five (5) days longer than the contractual work year for Paraeducators, with three (3) days prior to and two (2) days after the end of the regular work year.

B. Work Day

1. On PLC (teacher training) days, parent/teacher conference days and high school exam days, employees may work their regular workday and shall be paid at their regular hourly rate based on the number of hours worked on such days.
2. Notwithstanding the foregoing, the Board shall provide professional development for Paraeducators on at least two (2) delayed opening days and/or early release days per year, to be scheduled by the Administration in consultation with the Association President. (In the event that the Board does not schedule professional development for Paraeducators on Convocation Day for any school year, the Board shall provide professional development for Paraeducators on at least three (3) delayed opening days and/or early release days for that school year). Such professional development will occur during the delayed opening or early release portion of such day(s). Attendance for such professional development program(s) shall be mandatory for all Paraeducators who are scheduled to work during those hours. Attendance for Paraeducators who are not scheduled to work those hours shall be voluntary, and the Paraeducators who attend such program(s) shall be paid at their regularly hourly rate, even if such attendance exceeds their scheduled work week. The Administration will confer with the Association President in developing the content for the professional development sessions. The Board reserves the right to schedule additional professional development with appropriate notice.
3. The work week for the position of Behavior Interventionist will be thirty-five (35) hours per week.

5.3 Unscheduled Delayed Opening or Early Dismissal

- A. An unscheduled delayed opening or early dismissal is defined as any change in the school day hours not previously identified at the start of the school year within the Board's established school calendar. This change can be the result of, but not limited to, such occurrences as inclement weather, power outages, or other emergencies.

- B. Paraeducators will be compensated for their full day, regardless of hours worked and regardless of when the change in school day was determined. In the event a Paraeducator is absent on any such day due to illness or personal leave, they shall be charged a full sick/personal day, notwithstanding the delayed opening or early dismissal.

5.4 Assignment

Employees already employed in the school system shall be notified of any modification of their building assignment by the Board or its designee for the ensuing year no later than August 15th.

5.5 Seniority, Layoff, Recall

- A. Seniority shall be defined as an employee's continuous length of service with the Board from that employee's date of hire in a position in the Paraeducators' bargaining unit.
- B. Seniority and continuity of employment will not be considered broken by an approved leave.
- C. Layoff, Recall and Reduction in Hours.
 - 1. In the event an employee's position is eliminated, the reduction in force will be based on seniority with the least senior employee laid off first pursuant to Section 5.5. -D.9 herein.
 - 2. Laid off employees shall have recall rights for one full year from the date of layoff.
 - 3. When employees are to be recalled, the first one recalled shall be the last one laid off.
 - 4. Seniority for a laid off employee shall continue from the date of recall.
 - 5. Accumulated sick leave benefits shall be restored to an employee upon recall under this provision and Article 7.
 - 6. In the event that an employee is laid off and recalled in the same school year, any personal leave time remaining at the time of layoff will be restored upon recall under this provision and Article 7.
 - 7. No new employees shall be hired while employees qualified to perform the work (as defined in Article 5, Section 5.1.C.1) are laid off and are still on recall.

8. Whenever a position is eliminated, or the hours are reduced and an employee's insurance benefit status is changed as a result of the reduction, the Superintendent will review remaining employee positions within the district for placement of the affected employee based on seniority and qualifications. This review will be for placement in a similar position with the same work hours for the most senior employee.
9. Layoff Procedure: When it is necessary to have layoffs, including elimination of positions or a cut in the number of hours of a position, the following procedures shall be adhered to:
 - a) Management has the right to determine which positions are affected, and what the remaining positions shall be.
 - b) For each position that is reduced in hours, the employee in the position shall be given the option of accepting the reduction or, if eligible, choosing to bump into another position.
 - c) Once the reduction in hours for an employee is set, a layoff list shall be established.
 - d) The bumping process shall be based on the number of hours in a position, and the employee's seniority.
 1. An employee cannot bump into a position with a greater number of hours.
 2. The most senior affected employee shall bump the least senior employee with the same number of hours.
 3. This shall continue in each case with the next most senior employee bumping the next least senior employee.
 - a. Should there be no employee to be bumped with the same number of hours, the bumping employee shall bump the least senior employee with fewer hours that is closest to the number of hours in the bumping employee's current position.
 - b. At some point, there will be a situation where an employee has no one to bump.
 - e) Once employees are informed of what position they may bump into, they will be given five (5) calendar days, other than Saturdays, Sundays and holidays, to determine if they will accept the position (subject to a possible reduction of such time period by mutual agreement of the Superintendent or his/her designee and the Association President, based on extenuating circumstances).

f) Any positions that are vacated will be posted, and open to all internal employees, and anyone with recall eligibility, in accordance with Article 5, Section 5.1.C.1.

g) The following employees shall be qualified to be on a recall list:

Those whose positions have been eliminated, or who have been bumped, and there is no one for them to bump; and if they have attempted to find another position and have not been able to do so.

h) Should an employee on the recall list not attempt to apply for a vacant or new equal or similar position for which they are qualified, the employee shall be removed from the recall list.

i) Should a qualified employee refuse to bump into the offered position, and refuse to apply for any comparable (within three (3) hours per week of current assignment) position, the employee shall be considered to have resigned from the district, and shall not be placed on the recall list.

5.6 Discipline and Dismissal

A. Disciplinary action, including dismissal, shall be for just cause only.

B. All disciplinary actions must be documented by the building or district administrator. A copy of any disciplinary action shall be given to the Association President at the time it is given to the employee.

C. Discipline shall be progressive and corrective in nature and may include verbal warnings (notation to employee's file), written warnings, suspensions with or without pay, and/or dismissal.

D. Any employee may be subject to immediate suspension or dismissal for serious offenses.

E. Employees shall have the right to grieve any disciplinary actions.

5.7 Bulletin Boards

The Association will have access to bulletin boards maintained in faculty lounges to display notices, circulars, and other Association material. Copies of such material will be given to the building Principal in advance of posting, but his advance approval will not be required. The Association agrees that it will not post any material which is derogatory to the administration, the Board, or any member thereof, or the school system.

5.8 Personnel Files and Evaluations

- A. Employees will be evaluated at least annually by their immediate supervisor.
- B. In conjunction with Board designees, the Association officers would have the opportunity to establish a standardized performance evaluation form to be used in all the schools.
- C. Administrators, teachers and immediate supervisors are encouraged to place information of a positive nature indicating special competencies, achievements, performances or special contributions in employees' personnel files.
- D. Employees have the right to inspect their personnel files, to receive photocopies of any relevant materials therein and to attach a written comment to any evaluation or correspondence within ten (10) days of its placement in the file. No critical or negative material shall be placed in the employee's personnel file unless a copy has been given to the employee. Verbal and written warnings three (3) years old or older in the personnel file cannot be used for progressive discipline against an employee except in the case of a similar offense.

Article 6 Compensation

6.1 Salary

The salary schedule for positions covered by this agreement is as set forth in Appendix A attached hereto and made a part of this agreement.

6.2 Rate of Pay

- A.
 1. All employees currently employed by the Board as of the date of ratification of this contract shall be placed on the level of wages as outlined in Appendix A.
 2. All employees hired by the Board subsequent to the date of ratification of this contract shall be placed on the Base Level of pay (Level 1), except as otherwise provided in Appendix A with respect to K-4 Library Media Center Paraeducators.
 3. Advancement from one level to the next on Appendix A shall occur in accordance with the provisions of Appendix A.
- B. Paraeducators who have been employed by the Board and have left the district will be given full credit for their prior service with the Board, provided they are rehired by the Board within one (1) year from the date they left the district. Full credit for such prior service with the Board will be given for wage level placement, accumulated sick time and seniority, less the time away from the district. A paraeducator rehired by the

Board more than one (1) year after leaving the district will re-enter as a new employee.

- C. All employees will be paid for hours worked only in accordance with the appropriate level on the pay scale.
- D. Employees are required to submit their timesheets in a timely fashion, which shall be Friday at noon in the week before payday. (This day and time may vary if it is a week containing a holiday). The designation of personal and sick days on time sheets is binding, and cannot be changed after the fact, later than the next payroll period.

6.3 Salary Payments

Employees shall be paid bi-weekly, via direct deposit, in accordance with the standard payroll pay periods from September through June. Salary payment vouchers will be sent electronically to all employees.

6.4 Longevity

A longevity benefit based on cumulative years of employment as an employee in the Newtown Public School System shall be as follows: an employee who has completed ten (10) or more years of service on their anniversary date each year shall receive a longevity payment of \$100 in addition to their annual salary. After completing fifteen (15) years or more, the longevity payment will be \$175 in addition to their annual salary. After completing twenty (20) years or more, the longevity payment will be \$225 in addition to their annual salary. Longevity payments will be made on their first payday in December. Employees hired after September 30, 2005 shall not be eligible for longevity payments.

6.5 Substitute Teacher Coverage

When a paraeducator is assigned (to act as a substitute teacher) to cover a class when the teacher is not present, the paraeducator shall receive an additional stipend of fifteen dollars (\$15) for a half day and thirty dollars (\$30) for a full day.

For grades K-6, a half-day shall be defined as no less than one-half hour up to three (3) hours of classroom coverage in a given day.

For grades 7-12, a half-day shall be defined as not less than the equivalent of one (1) classroom period and not more than three (3) hours total during one school day.

Anything beyond three (3) hours at any grade level is considered a full day.

6.6 School Committee/Clubs/Athletic Teams

Any Paraeducator assigned to work with a student who is participating in an after-school activity will be compensated at their regular rate of pay up to forty (40) hours per week,

and must be approved by the Superintendent or his/her designee. Any work over forty (40) hours will be compensated at time and a half.

6.7 Field Trips

In the event an employee is assigned to accompany students on an overnight field trip, the employee shall be compensated for all hours that the employee is actively working with the student. The employee shall be paid at straight time for all hours in that week, up to forty (40) hours, and shall be paid at time-and-a-half for all hours over forty (40) and for all hours on Saturday and Sunday.

6.8 Workshops/Seminars

Employees shall be compensated at their regular hourly rate when attending job related workshops/seminars on a regularly scheduled school day. The workshop/seminar must be approved by the Principal or special education administrator as relevant to the employee's professional responsibilities.

6.9 Educational Compensation

Association members who have five (5) or more years of consecutive employment with the Board and a Bachelor's Degree or higher shall receive as an Educational Stipend an additional \$0.25 per hour in addition to their salary set forth in Appendix A.

6.10 Personal Care Compensation

Association members who assist students in Activities of Daily Living (including without limitation, toileting, feeding, or diapering) for one (1) full work day or more, shall receive additional compensation in the amount of \$1.00 per hour. The parties agree that such compensation is to be paid only when an employee is at work and performing the duties described in this section. If an employee is absent from work for any reason, the employee shall not be eligible for such compensation during the period of absence. If an employee fills in for an absent employee in performing such responsibilities for one (1) full work day or more, the employee filling in will receive the additional compensation set forth in this section for the time period in which the employee performs such responsibilities. The Board shall provide Association members with the training necessary to assist students in Activities of Daily Living.

6.11 Compensation for Behavioral Interventionists

Behavioral Interventionists shall receive additional compensation in the amount of \$1.50 per hour.

6.12 Compensation for Chemistry Lab Paraeducator

The Chemistry Lab Paraeducator shall receive additional compensation in the amount of \$1.00 per hour.

6.13 Compensation for Project Adventure Paraeducator

The Project Adventure Paraeducator shall receive additional compensation in the amount of \$1.00 per hour.

Article 7 Approved Absences

7.1 Sick Leave

- A. Sick leave of fifteen (15) days annually (prorated for new hires), with full pay, cumulative to a maximum of one hundred fifty (150) working days, shall be credited to employees. Employees may utilize up to five (5) sick days annually for purposes of caring for an ill household member.
- B. Paraeducators will be compensated for the number of hours they were scheduled to work on the day taken as sick leave.
- C. Employees shall be notified of their sick leave status on their payroll vouchers.

7.2 Personal Days

Each school year, all employees shall be entitled to three (3) personal days with pay, which will be prorated for new hires, for legal, religious, business or family matters; i.e., as defined in Section 7.4, the birth of a child, marriage, serious illness in employee's household or immediate family that requires absence during school hours. Personal days for these purposes shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not to be used for extension of vacation periods, recreation, or holidays.

7.3 Temporary Disability Leave

Temporary disability, including maternity leave, shall be provided in accordance with state and federal laws, and employees shall be allowed to use their available sick and personal days. Employees may be required by Central Office to complete paperwork in accordance with the Family and Medical Leave Act when the employee qualifies.

7.4 Bereavement Leave

- A. Leave shall be granted with full pay for five (5) working days following a death in the household or the immediate family. Immediate family members shall be defined as parents, stepparents, foster parents, guardians, brothers, sisters, in-laws (mother, father), spouse, children or stepchildren.
- B. There will be a maximum three (3) days leave for grandparents and brothers or sisters-in-law. In special cases, the Superintendent or his/her designee may make allowance.

7.5 Leaves Without Pay

- A. Leaves of absence for an agreed duration not to exceed one year may be granted by the Board without pay when such action is recommended by the Superintendent or his/her designee for reasons of maternity, personal illness, immediate family emergencies, or disability.
- B. At the discretion of the Board, other extended leaves not covered by this agreement, with or without salary, may be granted upon the recommendation of the Superintendent or his/her designee.
- C. Employees on unpaid leave of absence may have the option of purchasing medical benefits for any period during their leave if permitted by the insurance carrier and if they were already eligible for insurance and purchasing from the Board, with the approval of the Board.
- D. An employee who returns to work upon termination of any leave of absence shall be reinstated in his or her previous position at the same salary level on the current wage scale.
- E. Employees shall be permitted to take up to two (2) unpaid in-session days with prior approval of the Superintendent. The employee must provide the Director of Pupil Personnel Services or the building Principal with notice in writing at least two (2) weeks in advance, unless emergency circumstances prevent two (2) weeks' notice. The employee must inform the supervisor as to the emergency circumstances. Such days are not to be taken consecutively and are not to be used to extend holidays, vacations, or other approved periods of absence.

7.6 Jury Duty

- A. Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick or personal leave. For the period of jury duty, the employee shall receive from the Board pay equal to the amount by which, if any, his or her regular pay exceeds the fee for jury duty.
- B. The employee called for jury duty shall notify the Superintendent or his/her designee in writing as soon as the employee has received either a notice from the court

indicating that he/she has been selected for service on the jury panel or a notice to appear in court for service on the jury panel.

7.7 Paid Holidays

For the 2022-23 contract year, employees will be entitled to one (1) paid holiday. This paid holiday will be Thanksgiving Day.

Effective with the 2023-24 contract year, employees will be entitled to two (2) paid holidays: Thanksgiving Day and New Year's Day.

Article 8 Association Rights

8.1 Association Dues

- A. Upon the submission of a written authorization signed by an employee, the Board will deduct the Association's dues from the pay of the employee and such authorization shall continue from year-to-year unless revoked. The deductions shall be made in bi-monthly installments and sent directly to the treasurer of the Association within ten (10) days of such deduction.
- B. The Association shall hold the Board harmless against all claims and any other forms of liability that may arise by reason of any action taken in making deductions and remitting it to the Association.

8.2 Association Meetings on School Property

All Association activities, other than grievance meetings and negotiations, shall be held before or after school hours. Requests for Association meetings on school property shall be made to the proper authority.

8.3 Membership List

The Board shall prepare a list of all employees covered by this agreement. The list will be available every one hundred twenty (120) calendar days. The list will show each employee's date of hire, school assignment, rate of pay and such additional information as required by applicable law, and will be supplied to Association officers.

8.4 Paid Time for Association Activities

- A. The Association President, or his/her designee, who is required to attend grievance sessions during working hours shall suffer no loss of earnings and shall be paid at his/her regular rate for their normally worked hours.
- B. Negotiations will be held at a time mutually convenient to both parties.

**Article 9
Insurance Benefits**

9.1 Workers' Compensation

Whenever an employee is absent from work as a result of personal injury compensable under the Connecticut Worker's Compensation Law, full salary less the amount of weekly compensation award, shall be paid for the first one hundred twenty (120) work days, after which normal benefits as provided by Connecticut State Law shall apply. Such absence shall not be charged to the employee's sick leave. This provision is not intended to provide any benefit greater than what the employee would have normally received at full pay.

9.2 Employee Protection

- A. The Board will protect and save harmless any member of the unit from any financial loss and expense, including legal fees and costs arising out of any claim(s), demand, suit, or judgment as provided by Connecticut General Statutes, Sec. 10-235 (as amended from time-to-time).
- B. The Board will provide liability insurance for all employees covered by this agreement for any claims of ordinary negligence against an employee performing his/her assigned duties.

9.3 Group Medical Insurance

- A. High Deductible Health Plan/Health Savings Account ("HSA Plan") (as described in Appendix C)

The following High Deductible Health Plan shall be the sole health insurance plan:

HDHP		
Cost Shares Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,250/\$4,500	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum

Prescription Drug Coverage	Subject to deductible then: \$10 Generic, \$30 Preferred Brand, and \$50 Non-Preferred Brand, up to co-insurance maximum	20/80% after deductible, up to co-insurance maximum
Coinsurance Maximum	\$0 Medical \$1,000/2,000 RX (Includes In-Network Post Ded. RX Copays)	\$2,250/4,500 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾	\$5,500 individual coverage/\$11,000 family coverage (includes deductible and in-network and out-of-network cost shares)	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

(1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,250/\$6,500.

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/30/50 (2X Copay for mail order 90 day supply).

The Board will fund forty-five percent (45%) of the applicable HSA deductible (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). In the first year an employee participates, the Board shall deposit the full amount of its contribution into the employee's HSA in September. Thereafter, the Board shall deposit one-half of its contribution into the employee's HSA in September and the remaining one-half of its contribution in January.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed paraeducators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one

(1) preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee’s HSA, in the following amounts, as applicable:

Individual coverage: \$100
 Family coverage: \$200

For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional HSA contributions on or about the July 1st following completion of the calendar year during which the physical exams are completed.

A Health Reimbursement Account (“HRA”) shall be made available for any employee who is precluded from participating in a Health Savings Account (“HSA”) because the employee receives Medicare and/or veterans’ 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.

B. Employees will contribute the following premium contributions toward the costs of coverage for health insurance:

	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
HDHP Plan	18%	18%	18%

C. For all purposes under this Article, the term “dependent child” shall be defined in accordance with applicable law. In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a certified copy of that portion of the employee’s Federal Income tax Return that lists dependents, or other legal documents showing the employee’s legal responsibility to provide health insurance.

D. All employees are eligible for health insurance when working at a level of twenty-seven and one-half (27.5) hours or more per week.

E. The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance, provided the following steps occur:

1. Other carriers may be substituted provided the overall level of benefits remains substantially comparable, when considered as a whole, at no additional cost to the employee.
2. The Association shall have the opportunity to study the proposed plan(s) for a period of thirty (30) working days.

3. If, at the end of the aforementioned thirty (30) working days, there is a disagreement between the parties on whether or not the plan(s) offer(s) the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with their rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules the Board’s alternate carrier meets the criteria previously outlined in the section, and the Board changes carriers, the standards must be maintained during the life of the agreement. The Association shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.

F. Annual Enrollment

An election to reinstate coverage may be made during the “open enrollment” period held in May or June of each year and shall be effective during the succeeding July 1 through June 30 period. This clause does not affect new employees or the addition of new dependents.

G. Employee Cancellation of Board Coverage

Employees may change their insurance enrollment status during the insurance plan year only to the extent permitted by Section 125 of the Internal Revenue Code.

- H. In the event the total cost of a group health plan offered under this Agreement triggers an excise tax under Internal Revenue Code §49801 (“Cadillac” tax), or any other State or Federal Law, the Parties agree to a reopener limited to alternatives to address the impact of the Cadillac Tax.

9.4 Life Insurance

Employees working twenty-three (23) hours or more per week will be covered for accidental death and dismemberment and life insurance in the amount of \$30,000 at no cost to the employee.

9.5 Dental Insurance

All employees working twenty-seven and one-half (27.5) or more hours per week may elect to purchase current Board of Education dental coverage. Such employees shall pay the following percentages of the premium costs:

Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
40%	30%	21.5%

9.6 Pension

- A. After six (6) months of employment, employees hired prior to July 1, 2015 working twenty-three (23) or more hours per week shall be eligible to join the Town pension plan. Personnel currently covered shall retain coverage. The plan shall be administered in accordance with the rules and regulations of the Town pension plan.
- B. Employees hired on or after July 1, 2015 shall be eligible to participate in the Town defined contribution plan.

Article 10 Savings Clause

If any provision of this agreement is, or at any time shall be, found contrary to law, then the provision shall not be applicable except to the extent permitted by law. The Board and the Association shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period, all other provisions shall continue in effect.

Article 11 Signing and Distribution

Within two (2) weeks of the ratification by the Association and the Board of any successor agreement or as soon thereafter as is reasonably possible, the Board agrees to submit the new written agreement to the President of the Association for signature. Within two (2) weeks of signature by both parties or as soon thereafter as is reasonably possible, the Board agrees to have copies of the agreement available for distribution to the President, the negotiating committee, the international representative and all Association officers of the Association. The Association will distribute copies of the agreement.

Article 12 Duration

- 12.1** This agreement shall become effective on July 1, 2022 and shall remain in full force and effect until June 30, 2025.
- 12.2** In the event that the Board and the Association fail to secure a successor to this agreement prior to its expiration as set forth in Section 12.1 hereof, each provision of this agreement shall be continued in full force and until a succeeding agreement is entered into.

THE NEWTOWN BOARD OF EDUCATION

By Its Authorized Representative

Date:

NEWTOWN PARAEDUCATORS ASSOCIATION
Local 136-13, International Federation of
Professional & Technical Engineers,
AFL/CIO, CLC

By Its Authorized Representative

Date

**APPENDIX A
WAGES
JULY 1, 2022-JUNE 30, 2025**

		2022-23	2023-24	2024-25
Level 1	0-5 Years	\$16.45	\$16.78	\$17.11
Level 2	6-10 Years	\$16.85	\$17.19	\$17.53
Level 3	11-15 Years	\$17.40	\$17.75	\$18.10
Level 4	16+ Years	\$18.75	\$19.13	\$19.51

Employees shall advance on the wage levels as follows:

- a) After completing five (5) years of service (i.e., after the employee reaches the fifth (5th) anniversary date), the employee will advance to Level 2, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- b) After completing ten (10) years of service (i.e., after the employee reaches the tenth (10th) anniversary date), the employee will advance to Level 3, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- c) After completing fifteen (15) years of service (i.e., after the employee reaches the fifteenth (15th) anniversary date), the employee will advance to Level 4, effective on the January 1st or July 1st following that anniversary date, whichever occurs first.
- d) For example, an employee with a date of hire of September 15, 2021 will advance on the wage levels as follows:

Event	Date	Wage Level
Date of Hire	9/15/21	Effective 9/15/21, the employee is placed on Level 1.
5 th Anniversary	9/15/26	Effective 1/1/27, the employee moves to Level 2.
10 th Anniversary	9/15/31	Effective 1/1/32, the employee moves to Level 3.
15 th Anniversary	9/15/36	Effective 1/1/37, the employee moves to Level 4.

- e) For example, an employee with a date of hire of March 1, 2022 will advance on the wage levels as follows:

Event	Date	Wage Level
Date of Hire	3/1/22	Effective 3/1/22, the employee is placed on Level 1.
5 th Anniversary	3/1/27	Effective 7/1/27, the employee moves to Level 2.
10 th Anniversary	3/1/32	Effective 7/1/32, the employee moves to Level 3.
15 th Anniversary	3/1/37	Effective 7/1/37, the employee moves to Level 4.

Note: Employees' wage level placements/advancements for the 2022-25 contract shall be as set forth in parties' signed April 7, 2022 name-by-name bargaining unit listing.

- Due to the different responsibilities of K-4 Library Media Center Paraeducators, those positions will have a different rate of pay. The rate of pay will be unrelated to the Date of Hire, and will be set at Level 4.

Grandfathered Pay Levels:

The following pay levels shall apply only to those employees who were placed on Step 7 (Level 6) or Step 6 (Level 5), respectively, as of June 30, 2007. There shall be no movement between Levels 5 and 6 for any such employee.

		2022-23	2023-24	2024-25
Level 5	Everyone on Step 6, June 30, 2007	\$19.56	\$19.95	\$20.35
Level 6	Everyone on Step 7, June 30, 2007	\$21.20	\$21.62	\$22.06

APPENDIX B

Your summary of benefits



Your Plan: Anthem Century Preferred PPO H S A \$2,250/\$4,500

Your Network: Century Preferred RX copays \$10/\$30/\$50

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,250 person / \$4,500 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$3,250 person / \$6,500 family	\$5,500 person / \$11,000 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services		
Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic	0% coinsurance after deductible is met	20% coinsurance after deductible is met
On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Acupuncture <i>Covered</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Other services in an office: Allergy testing	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Chemo/radiation therapy	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services Lab: Office Freestanding/ Site-of-Service Lab Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-ray: Office Freestanding/ Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office Freestanding/ Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care Urgent Care Emergency Room Facility Services Emergency room doctor and other services Ambulance Transportation	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met Covered as In-Network Covered as In-Network Covered as In-Network
Outpatient Mental Health and Substance Use Disorder Doctor office visit and Online Visit Facility visit: Facility fees Doctor Services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Outpatient Surgery Facility fees: Hospital Freestanding Surgical Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):		
Facility fees (for example, room & board)	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Recovery & Rehabilitation		
Home health care <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic):		
Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Hospice</p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 30-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$10 copay after deductible is met (\$10 retail and home delivery).	20% coinsurance after deductible (retail)
Tier 2 – Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$30 copay after deductible is met (\$60 copay home delivery).	20% coinsurance after deductible (retail)
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$50 copay after deductible is met (\$100 retail and home delivery).	20% coinsurance after deductible (retail)

Your summary of benefits

Notes:

- ◆ The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- ◆ Your coinsurance, copays and deductible count toward your out of pocket amount.
- ◆ For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- ◆ If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- ◆ If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (844) 682-6553.

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (844) 682-6553:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (844) 682-6553。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (844) 682-6553 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (844) 682-6553.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (844) 682-6553.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (844) 682-6553.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(844) 682-6553 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (844) 682-6553 로 문의하십시오.

Navajo (Diné): Díí naaltsoos biká'ígíí łahgo bina'ídiłkidgo ná bohónéedzǫ́ dóo bee ahóót'i' t'áá ni nizaad k'ehjí bee nií hodoonih t'áadoo báhá ilínígóó. Ata' halne'ígíí la' bich'i'í hadeesdzih nínizingo koǫ́' hodiłnihi (844) 682-6553.

Language Access Services:

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (844) 682-6553.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (844) 682-6553 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (844) 682-6553.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (844) 682-6553.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (844) 682-6553.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (844) 682-6553.

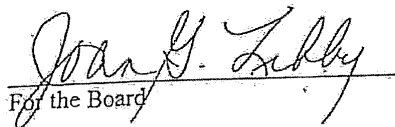
It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

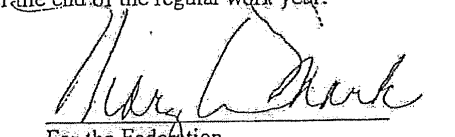
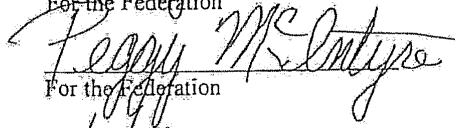

MEMORANDUM OF UNDERSTANDING
Between
Newtown Board of Education
And
Newtown Educational Assistants, Local 136
International Federation of
Professional & Technical Engineers, AFL/CIO/CLC

The following has been agreed to between the Newtown Board of Education and Newtown Educational Assistants, Local 136, International Federation of Professional & Technical Engineers, AFL/CIO/CLC:

- 1) There are five Educational Assistants currently working in the Library Media Centers at each of the four elementary schools and at Reed Intermediate School. After significant discussion, and development of a job description (attached), it was agreed that the position is a hybrid position, i.e., a combination of aspects of an educational assistant and of other responsibilities. Historically, the position has been in the educational assistant union. The focus of the position is on instructional support, as well as supporting the running of the Library Media Center. Thus, the position will be maintained in the Educational Assistants Federation with a separate category of Elementary (K-6) Library Media Assistant.
- 2) Due to the different responsibilities of an Educational Assistant working in the Library Media Center (as compared to other Educational Assistants), it is agreed that these positions will have a different rate of pay than other Federation members. The rate of pay will be unrelated to the Date of Hire, and will be set at Level 4, as set out in the Newtown Educational Assistant contract. The rate of pay for 2008-09 will be \$13.97/hour.
- 3) It is further agreed that individual employees in these five positions during the course of the 2007-08 school year will be paid a retroactive rate for the entire 2007-08 year, for the hours that they worked. The rate of pay for 2007-08 will be \$13.56/hour.
- 4) The work year for the Elementary (K-6) Library Media Assistants will be five days longer than the contractual work year for Educational Assistants, with three days prior to and two days after the end of the regular work year.


For the Board


Date


For the Federation

For the Federation

Date

CONTRACT FOR TRANSPORTATION SERVICES

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

WITNESSETH

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

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

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

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

ARTICLE 1. TERM AND CONTRACT INTERPRETATION

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

Contractor’s Initials

2.6 “Contractor” means All-Star Transportation, LLC.

2.7 “Deadhead” means mileage or time to and from the bus lots that is not considered part of the Bus Routes or trips for time or mileage payments.

2.8 “Director” means the Director of Business & Finance (“Director”) for the NPS and his or her designee.

2.9 “Late runs” means transportation after school from various schools to home for after school activities, sports, clubs, etc., as designated by the Board from time to time.

2.10 “Midday Schedule” means any scheduled bus trips, which are for the transportation of regular education or special education students to or from school at midday.

2.11 “In-district” means within the boundaries served by the Board.

2.12 “Form of Bid” means the pages from the ITB that contain the pricing information and which will constitute the Contract prices.

2.13 “School Day” for purposes of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses drop off the last student in the P.M. Specific “live hours” for the purposes of the Contract, and payment, are described herein.

2.14 “School Year” means the number of days for which transportation will be required and will be governed by the actual school calendar as adopted by the Board including the calendars of all other schools for which the Board is responsible for furnishing transportation. The School Year may vary based on the Board’s schedule. The Board reserves the right to modify the length of its School Year, including increasing or decreasing the number of days of service for such Board.

2.15 “Special Education Van” means any vehicle with a passenger capacity up to fifteen passengers that is used to carry children to or from school. The vehicle, including any modifications, must be licensed by the State of Connecticut.

2.16 “Specification” means the description of services to be performed by Contractor together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.

2.17 “Superintendent” means the Superintendent of NPS and his or her designee.

2.18 “Wheel Chair Van/Bus” means a school bus body and chassis specification classified as a School Transportation Vehicle (STV). The vehicle, including the modifications, must be licensed by the State of Connecticut. The wheelchair van/bus will be required to be handicap equipped with wheelchair lift and associated harnesses.

ARTICLE 3. SCOPE OF WORK

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

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

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

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

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

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

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

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

3.4 Regular Daily Transportation Program

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

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

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

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

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

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

3.5 In-District Special Education

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

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

3.6 Athletic and Field Trips

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

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

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

ARTICLE 4. GUARANTEES BY THE CONTRACTOR

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

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

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

4.3 The Contractor represents, warrants and guarantees:

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

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

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

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

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

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

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

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

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

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

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

4.3.12 At a minimum the Contractor will:

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

ARTICLE 5. PAYMENTS

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. DISTRICT REPRESENTATIVE

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

ARTICLE 7. INDEMNIFICATION

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

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

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

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

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

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

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

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

ARTICLE 8. INSURANCE

The Contractor shall provide the following insurance:

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

M. Best's *Insurance Guide* as a "secured carrier" with a minimum rating of "A" or higher. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the Board's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.

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

8.2.1 Commercial/Business Auto Coverage - Limits:

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

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

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

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

8.2.2 Commercial General Liability (CGL) Coverage - Limits:

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

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

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

A Waiver of Subrogation Clause shall be included.

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

8.2.3 Umbrella/Excess Liability Coverage - Limits:

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

8.2.4 Workers Compensation/Employers Liability – Limits:

Statutory limits required per Connecticut State Law

Employers Liability:

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

8.2.5 Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the Board and any of its respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

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

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

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

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

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

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

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

ARTICLE 9. BOOKS AND RECORDS

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

ARTICLE 10. PERSONNEL MATTERS

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

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

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

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

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

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

The Contractor understands that the role of Manger impacts the retention of drivers and the relationships with the parents. The Manager assigned to NPS transportation program shall be expected to maintain a positive attitude about their work and shall endeavor to represent the Contractor and the Board in a positive way. The Board reserves the right, in its sole discretion, to reject Managers who do not exhibit good relations with the drivers and/or the parents, and may direct the Contractor to replace said Manager.

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

The Dispatcher shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with NPS until the last student is off the last bus and the Dispatcher notifies the Board that all of the students have been delivered to the designated drop-off point. The Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.23 Prohibited Practices:

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

10.23.2 Smoking is prohibited while transporting students.

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

10.23.4 Deviating from the routes as provided by the NPS.

10.23.5 Backing up buses is strictly prohibited.

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

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

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

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

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

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

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

ARTICLE 11. VEHICLES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12. FACILITIES

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

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

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

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

ARTICLE 13. TRANSITION PLAN

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

ARTICLE 14. SAFETY REQUIREMENTS

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

ARTICLE 15. ROUTE SCHEDULING

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

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

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

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

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

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

<u>Pre-School Programs</u>		
Sandy Hook School Pre-School – 2 Sessions	9:00 am	11:45 am
	12:45 pm	3:30 pm

<u>TAP Program</u>		
Newtown High School	1:00 pm	5:00 pm

Magnet Schools

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.11.3 District-wide noon dismissals when required

15.11.4 Early dismissal as per calendars provided by the district.

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

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

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

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

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

15.14 Trial Runs

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

ARTICLE 16. OPERATING MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 17. CHANGES IN BASE PROGRAM

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

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

ARTICLE 18. COMPLIANCE REQUIREMENTS

18.1 Compliance with Title IX Regulations

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

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

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

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

ARTICLE 19. TERMINATION OF CONTRACT BY BOARD WITHOUT DEFAULT

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

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

ARTICLE 20. DEFAULT

20.1 CONTRACTOR'S DEFAULT.

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

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

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

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

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

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

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

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

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

ARTICLE 21. NON-PERFORMANCE DAMAGES

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

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

21.1 If at any time the Contractor does not provide the required number of buses or drivers necessary under the Contract, the Board may deduct from its monthly payment \$100.00 *per student* assigned to said bus, driver or monitor not provided in accordance with the Contract, or the pro rata costs of the vehicle for that day, or the cost of the Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section unless agreed upon by the Board.

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

21.3 This Contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct \$150.00 from its monthly payment for each such occurrence.

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

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

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

21.7 The Contractor is required to maintain 10% of the total fleet as spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within 30 minutes of the request. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the Board, the Contractor may be assessed a \$150 per day per vehicle liquidated damages.

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

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

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

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

21.11 A reliable transportation program is important to meet the education requirements of the students and the Board. To this end, students must be picked up in the AM in a timely and consistent manner, and students must be delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM or PM, the Board has the right to deduct \$100 from the monthly billing for each infraction. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), liquidated damages will not be assessed.

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

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

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

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

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

ARTICLE 22. PERFORMANCE BOND

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

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

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

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

ARTICLE 23. ACTS NOT IN CONTROL OF CONTRACTOR

Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, acts of public enemies, epidemic, pandemic, quarantine, civil disturbance, natural catastrophes, governmental acts or omissions, fire, explosion, or for any other acts not within the control of the Contractor (each event a “Force Majeure Event”), and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party’s financial inability to perform its obligations hereunder.

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

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

ARTICLE 24. NO ASSIGNMENT BY CONTRACTOR

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

ARTICLE 25. INCORPORATION OF DOCUMENTS

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

ARTICLE 26. OTHER CONTRACTORS

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

ARTICLE 27. NO WAIVER

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

ARTICLE 28. FREEDOM OF INFORMATION ACT

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

ARTICLE 29. GOVERNING LAW, MERGER, SEVERABILITY

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

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

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

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

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

ARTICLE 30. STUDENT DATA PRIVACY

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

30.2 For purposes of this Article, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally-identifiable information,” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and it’s implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

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

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

30.5 The Board may request that the Contractor delete any Student Data in the Contractor’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such Student Data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete the requested Student Data within a reasonable period of time, and without undue delay, of receiving such a request.

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

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

30.6 Security and Confidentiality of Student Data

30.6.1 The Contractor and the Board shall ensure that they each comply with the FERPA. If Contractor will have access to "education records" of Board's students as defined under FERPA, then Board represents and warrants that it has determined that Contractor meets the criteria set forth in its annual FERPA rights notification for being a "school official" with a "legitimate educational interest" in the education records. Transportation Provider is and will remain under the direct control of the Board with respect to use and maintenance of education records and will use and disclose personally identifiable information that may be contained in such education records only for the purpose of fulfilling its duties and providing services under the Contract including to (a) develop, improve, and customize any and services provided to Board; (b) comply with any applicable law or regulation.

30.6.2 Further, the Contractor shall implement and maintain security procedures and practices designed to protect the security and confidentiality of Student Data that, based on the sensitivity of the data and the risk of unauthorized access:

- a Use technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
- b Maintain technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- c Otherwise meet or exceed industry standards relating to the safeguarding of confidential information.

30.6.3 Prohibited Uses of Student Data.

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

30.7 Data Breaches

Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, unless a longer period is allowed under applicable law shall provide the Board with notice of the breach. During such thirty (30) day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system. To the extent known, Contractor's notification to the Board shall include the following information: the date and time of the breach; name(s) of the student(s) whose Student Data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future. Contractor agrees to supplement its notification to the Board to the extent that additional information becomes known after its initial notice to the Board.

30.7.1 The Contractor agrees to cooperate with the Board with respect to investigation of the breach. If the breach was caused by the Contractor, then the Contractor agrees to reimburse the Board for its reasonable and documented costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

30.8 Term of Article 29

30.8.1 Upon conclusion or termination of the Contract, Article 30 shall terminate when all of the Student Data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board. If it is infeasible to return or completely delete or destroy the Student Data, protections are extended to such Student Data in accordance with the provisions of Paragraph 30.8.2 below.

ARTICLE 31. NOTICES

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

3 Primrose St., Newtown, CT 06470

All-Star Transportation, LLC

ARTICLE 32. AFFIRMATIVE ACTION

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

Newtown Public Schools

By _____
_____, Superintendent
Duly Authorized

All-Star Transportation, LLC.

By _____
Print Name
Duly Authorized

**Please Note: These minutes are pending Board approval.
Board of Education
Newtown, Connecticut**

Minutes of the Board of Education meeting held on June 7, 2022 at 6:30 p.m. in the Reed Intermediate School Library, 3 Trades Lane.

D. Zukowski, Chair	L. Rodrigue
J. Vouros, Vice Chair	A. Uberti
D. Ramsey, Secretary	T. Vadas
R. Harriman	15 Staff
D. Cruson	60 Public
J. Kuzma	
J. Larkin	
C. Savo	
M. Irving	

Ms. Zukowski called the meeting to order at 6:34 p.m.

Item 1 – Pledge of Allegiance

Item 2 – Celebration of Excellence

Lorrie spoke about celebrating the retirees and students tonight. The retirees include Tom Einhorn, Principal of Newtown Middle School and teachers Linda Baron from Middle Gate School, and Karolyn Baumgartner, Carol Skolas, Randi Kiely and Margaret O’Callaghan from Newtown High School. The teachers unable to attend were Nancy Cedor from Reed Intermediate School, Mary Connolly from Newtown Middle School and Janet Filmer and Doreen Merritt from Newtown High School.

The top 5% of the Newtown High School class of 2022 included Rachel Arena, Brian Garten, Sean Kenny, Norah Kolb, Elliot Lurie, Juan Mendez, Naha Nawaz, Benjamin Ochs, Jeremy Pankow, Christina Savo, Samuel Stably, Aiden Waaler, Jasper White, Jordan Wittmer, Andy Zhang and Salutatorian Amanda Stowe and Valedictorian Cate Fischer.

The CABE Student Leadership Awards were given to Stephen Mammola and Luke Stewart from Newtown Middle School and Christina Savo and Rayna Toth from Newtown High School. The Western Connecticut Superintendent Association/CAPSS Student Recognition Awards were given to Madeline Norrett and Benjamin Fitzgerald from Newtown Middle School and Allison McCarthy and Matthew Irving from Newtown High School.

Leah Rojas, Newtown High School Senior was recognized for placing fourth in the 2022 Congressional Art Show. Saahil Ray, Newtown High School Junior was recognized for receiving the 2022 George A. Coleman Excellence in Equity Award.

The student Board of Education Representatives next year will be Kirtana Kunzweiler and Daniel Godino.

Item 3 – Consent Agenda

MOTION: Mr. Cruson moved that the Board of Education approve the consent agenda which includes the correspondence report. Mrs. Kuzma seconded. Motion passes unanimously.

Item 4 – Public Participation

Item 5 – Reports

Chair Report: Ms. Zukowski said Board members would be involved in three committees. Mr. Vouros will be on the middle school principal search committee, Mr. Ramsey will be on the director of teaching and learning search committee, and she and Mrs. Larkin will be on the NFT negotiations committee. The Legislative Council will be discussing updates to the Town Charter

this week. CABE is waiting for the contract from the State regarding the CABE Lighthouse Training.

Superintendent's Report:

Dr. Rodrigue said she will be sending a final communication to parents and staff. Middle School moving up ceremonies will be held June 14 in the high school gym and high school graduation is June 15 in the stadium. She thanked everyone at the school level for taking advantage of the at home Covid testing. She is finalizing staffing needs for next year and thanked our student representatives for their reports is year.

Committee Reports:

Mr. Cruson reported the Policy Committee focused on tonight's policies to pass before July 1.

Mr. Ramsey said the Communications Sub-committee meeting spoke about highlighting those that work on the front line. Matt Memoli spoke about what occurs during the summer months.

Mrs. Kuzma noted that Hope Bray spoke about the Bounce Back program at Reed at the Social Emotional Health and Wellness Sub-committee meeting. Anne Dalton spoke about community initiatives.

Mr. Vouros said that the Curriculum and Instruction Committee discussed the grade 6-8 math pilot program and Mrs. Uberti gave the curriculum audit update and encouraged the public to look at the minutes from that meeting.

Board members shared how much they enjoyed the various school concerts and art shows they attended.

Student Representatives:

Ms. Zukowski thanked the students for being wonderful representatives on the Board and wished them the best.

Ms. Savo spoke about end of the year activities such as the spring health fair, the seniors presented their Capstone projects, and 53 new members were inducted into the National World Language Society.

Mr. Irving noted that May 26 was the senior dinner dance. The marching band was in the Memorial Day parade in Washington D.C. The Best Buddies prom was Saturday and final exams have begun.

Item 6 – Presentations

Action on Grade 6 – 8 Math Pilot Resource:

Dr. Frank Purcaro presented information on the grades 6 – 8 Math Pilot resource chosen which is *HTM Into Math*.

Mrs. Harriman thanked Dr. Purcaro for what he has done for the district as he has made an incredible difference. She asked how his resource will work with grade 6 plus students to which Dr. Purcaro said they offer an accelerated version of the resource.

Ms. Zukowski said Amity will get a great assistant superintendent. She thanked him and wished him the best.

Mrs. Uberti said it has been a pleasure to work with Dr. Purcaro and it was a real blessing when the Board supported his position and that he walked in the door. What we did during the pandemic could not have been done without Dr. Purcaro and his experience.

Dr. Rodrigue thanked the Board for supporting this position. Dr. Purcaro was the right person and she thanked him and Mrs. Uberti for their outstanding work.

MOTION: Mr. Cruson moved that the Board of Education approve *HTM Into Math* as the Grades 6 – 8 Math Pilot Resource. Mrs. Harriman seconded. Motion passes unanimously.

Item 7 – Old Business

Hawley Update:

Dr. Rodrigue wanted the Board to have the final update on the Hawley relocation. Kelly MacLaren spoke about the Sandy Hook piece, Jenna Connors spoke about welcoming students to Reed and Carla Tischio thanked them for their collaboration. Hawley will be comfortable in their spaces and is grateful for how welcomed we are.

Mr. Ramsey thanked them for this tremendous effort.

Mr. Vouros was glad there will be co-teaching.

Item 8 – New Business

Ratification and Implementation of the New Superintendent's Contract:

MOTION: Mr. Cruson moved that the Board of Education ratify the contract negotiated between Christopher Melillo and the Board for a period of three years commencing on July 1, 2022 and continuing through June 30, 2025. Mr. Vouros seconded. Motion passes unanimously.

Possible Action on Mentor for the Superintendent:

Ms. Zukowski spoke to Dr. Collins. The cost for two meetings per month and phone calls when necessary is \$475 per month which is \$5,700 for 12 months. She prefers to allow the amount of \$6,000.

Mrs. Vadas noted that we have funds to cover that amount.

MOTION: Mr. Cruson moved that the Board of Education designate Randall Collins as Christopher Melillo's mentor for a period of one year and for a total cost of not more than \$6,000. Mr. Ramsey seconded.

Mrs. Harriman asked if the calls are billed at \$195 per hour.

Ms. Zukowski said that amount is if he needs to meet in person or by video.

Mrs. Harriman asked if we had a comparison between CAFE and CAPSS regarding time and availability.

Mr. Cruson also wanted a comparison between CAPSS.

Mr. Ramsey was in favor of Dr. Collins because of his work with the Board and knowledge in connection with Mr. Melillo. It's worth the expenditure.

Mrs. Larkin felt that Dr. Collins would be a good fit. He spent a considerable amount of time with the search and everyone involved and did a good job.

Mrs. Harriman wanted to clarify this was not an indication of not supporting Dr. Collins but we pay dues for CAFE and CAPSS and we should see what they offer and possibly not have to spend the Board's money.

Ms. Zukowski asked Mr. Cruson to reach out to CAFE to see what is available from them and qualifications a mentor would have.

Mr. Ramsey said that due to his start on July 1 he did not want to have a delay.

Ms. Zukowski would reach out to CAPSS.

MOTION: Mr. Cruson moved to postpone this motion until the June 21 meeting.

Vote: 6 ayes, 1 nay (Mr. Ramsey) Motion passes.

Food Service Bid:

MOTION: Mr. Cruson moved that the Board of Education award the food services bid to Chartwells as recommended by the food service committee. Mrs. Kuzma seconded.

Mrs. Vadas thanked the committee members and spoke about the bid process. Chartwells came out on top with a 95. The contract has to go to the State of Connecticut before approved. Motion passes unanimously.

School Activities Fund Accounts:

MOTION: Mr. Cruson moved that the Board of Education approve the continuation of the school activities fund account. Mrs. Harriman seconded. Motion passes unanimously.

Mrs. Vadas spoke about these which are approved each year. They are special revenue accounts that belong to the students and are audited every year. The balances are increasing a little due to Covid.

Motion passes unanimously.

First Read of Policies:

Mr. Cruson noted that these policies are required to be approved by July 1. There were three policies but were combined into two and will meet the State of Connecticut requirements. Policy 6141.51 / 6141.52 were combined and deals with enrollment in an advanced course or program and challenging curriculum.

Mrs. Harriman asked why the change was made on the bottom of page c under #4 regarding marginalized groups.

Mr. Cruson said minorities are chronically misrepresented. Shipman had concerns about the language but we shared concerns it was happening in our schools. We changed it to broaden it so it's not just minorities.

Mrs. Harriman appreciated the change to marginalized.

Policy 6172 Gifted and Talented Students Program is the CAFE version. Mr. Cruson noted that the biggest concern is PPT is crossed out and was being replaced by Screening Team. Special education PPTs generally include parents. Mrs. Earle said the state doesn't include parents. We heard back from legal and they are in favor of using PPT and not changing it to screening team.

Mr. Vouros agrees there is no need to change.

Mr. Ramsey concurred.

Minutes of May 17, 2022:

MOTION: Mr. Cruson moved that the Board of Education approve the minutes of May 17, 2022.

Mrs. Harriman seconded. Vote: 6 ayes, 1 abstained (Mr. Vouros)

Item 9 – Public Participation

Danielle Lozer, 1 Grays Plain Road, thanked Dr. Correia for discussing racism in Reed regarding the uptick in using the “N” word. She was asked to report the incident to see if DEI was necessary. Dr. Correia moved to not punish, but to educate.

Linda O’Sullivan, 8 Farmery Lane, spoke about affirmative action and racial conflicts.

Tony Keating Oak Ridge Drive, noted criticism of Newtown students and gave his opinion on DEI.

MOTION: Mr. Cruson moved that the Board of Education go into executive session for the discussion and possible action on non-union wages and invited Dr. Rodrigue and Mrs. Vadas. Mr. Ramsey seconded. Motion passes unanimously.

Item 10 – Executive Session

Executive session began at 8:49 p.m.

Mrs. Harriman left the meeting at 9:35 p.m.

Item 11 – Public Session for Possible Vote

MOTION: Mr. Cruson moved that the Board of Education approve the salary adjustments for all non-union employees for 2022-2023 as per the Superintendent’s recommendation. Mrs. Kuzma seconded. Motion passes unanimously.

MOTION: Mr. Cruson moved to adjourn. Mrs. Kuzma seconded. Motion passes unanimously.

Item 12 – Adjournment

The meeting adjourned at 10:15 p.m.

Respectfully submitted:

Donald Ramsey
Secretary

NEWTOWN PUBLIC SCHOOLS
Newtown, Connecticut

ENROLLMENT REPORT AS OF June 16, 2022

Current Monthly Enrollment

Cumulative Year-to-Date

Grade	May(e) 2022			June 2022			Sept 8th 2021			June 2022
	2022	Added	Left	2022	2021	Added	Left	2022	2022	
K	291	0	0	291	284	15	8	291	291	
1	270	0	0	270	275	7	12	270	270	
2	272	0	0	272	265	14	7	272	272	
3	288	1	0	289	282	14	7	289	289	
4	284	0	0	284	271	15	2	284	284	
Total Elementary	1,405	1	0	1,406	1,377	65	36	1,406	1,406	
5	276	0	0	276	278	5	7	276	276	
6	307	0	0	307	301	7	1	307	307	
Total Intermediate	583	0	0	583	579	12	8	583	583	
7	294	0	0	294	294	7	7	294	294	
8	287	0	0	287	288	6	7	287	287	
Total Middle	581	0	0	581	582	13	14	581	581	
9	345	0	0	345	346	9	10	345	345	
10	332	0	0	332	336	9	13	332	332	
11	360	0	0	360	359	8	7	360	360	
12	348	0	0	348	359	2	13	348	348	
Total High	1,385	0	0	1,385	1,400	28	43	1,385	1,385	
<u>Special Education</u>										
Pre-Kdg	82	1	1	82	64	28	10	82	82	
NCP, RISE, PAL	28	0	0	28	33	0	5	28	28	
Out-of-Town	44	0	0	44	39	7	2	44	44	
Total Enrollment	4,108	2	1	4,109	4,074	153	118	4,109	4,109	

ENROLLMENT BY SCHOOL

Hawley	304	0	0	304	301	14	11	304	304	
Sandy Hook	386	0	0	386	372	20	6	386	386	
Middle Gate	396	0	0	396	391	12	7	396	396	
Head O' Meadow	319	1	0	320	313	19	12	320	320	
Total	1,405	1	0	1,406	1,377	65	36	1,406	1,406	
Reed Intermediate	583	0	0	583	579	12	8	583	583	
Middle School	581	0	0	581	582	13	14	581	581	
High School	1,385	0	0	1,385	1,400	28	43	1,385	1,385	
<u>Special Education</u>										
Pre-Kdg	82	1	1	82	64	28	10	82	82	
NCP, RISE, PAL	28	0	0	28	33	0	5	28	28	
Out-of-Town	44	0	0	44	39	7	2	44	44	
Total Enrollment	4,108	2	1	4,109	4,074	153	118	4,109	4,109	

(e) = End Of Month

check 0 0 0 0 0 0 0 0

NEWTOWN PUBLIC SCHOOLS
Newtown, Connecticut

ELEMENTARY CLASS SIZES AS OF June 16, 2022

Grade	Hawley	Sandy Hook	Middle Gate	Head O' Meadow	Reed	TOTAL	check
Pre K		82				82	0
K	18	18	18	18			
	16	18	17	18			
	17	18	18	18			
	15	17	14				
		16	17				
Total K	66	87	84	54		291	0
1	17	14	16	17			
	19	18	18	18			
	19	16	17	16			
		15	17	16			
			17				
Total 1	55	63	85	67		270	0
2	20	18	20	19			
	20	20	19	19			
	20	20	20	18			
		20	19				
Total 2	60	78	78	56		272	0
3	21	19	18	20			
	20	19	18	19			
	20	19	18	20			
		20	19	19			
Total 3	61	77	73	78		289	0
4	21	21	18	21			
	20	20	19	22			
	21	19	19	22			
		21	20				
Total 4	62	81	76	65		284	0
Total K-4	304	386	396	320		1,406	0
check	0	0	0	0		0	