

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

Minutes of the Board of Education meeting on October 2, 2018 at 8:00 p.m. in the Council Chambers at 3 Primrose Street.

M. Ku, Chair	L. Rodrigue
R. Harriman-Stites, Vice Chair	J. Evans Davila
D. Cruson, Secretary	R. Bienkowski
D. Leidlein	5 Staff
J. Vouros	8 Public
A. Clure	1 Press
D. Delia	
C. Dubois	
R. Morrill	

Mrs. Ku called the meeting to order at 8:00 p.m.

Item 1 – Pledge of Allegiance

Mrs. Ku asked to move the Board goals item to after New Business so we can hear the options on air conditioning.

Item 2 – Consent Agenda

MOTION: Mr. Cruson moved that the Board of Education approve the consent agenda which includes the minutes of September 18, 2018, the donation to Hawley School, the donation to Newtown Middle School, and the correspondence report. Mrs. Harriman-Stites seconded. Motion passes unanimously.

Item 3 – Public Participation

Item 4 – Reports

Chair Report: Mrs. Ku said the Board met prior to this meeting for a Board self-evaluation and will have another in November. She and Mr. Vouros will attend a sleep conference at Trinity College on October 16 and discuss our school start time change. She thanked Mrs. Leidlein, Dr. Rodrigue, Mr. Bienkowski, and Mr. Faiella for presenting the CIP at the Board of Finance last week.

Mrs. Leidlein thanked Mr. Faiella for bringing in Jack Haggett from Automated Building Systems who spoke about energy savings projects.

Superintendent's Report:

Dr. Rodrigue shared that Dr. Ku earned the CAFE Certificated Board of Education member designation. This honor was due to her attendance at numerous CAFE/CAPSS Conventions, CAFE workshops and programs, as well as a myriad of other events. She congratulated her for accomplishments and representing our district so well.

We have reviewed the dental plan with the Town. Anthem submitted a proposal that matched what we have now and we are in the process of sharing information with the unions. Our attorney is working on a contract in alignment with the self-study proposal between the district and our consultants. She met with both regarding their work and setting up forums and working on surveys. The parent forums are scheduled for October 29 from 1:30 to 3:00 p.m. and 6:30 to 8:00 p.m. in the high school lecture hall. She has met with families regarding some of the issues that have been presented and she appreciated their coming forward. A survey will be conducted through the Panorama platform. She has the additional data from Panorama as requested which she gave to the Board. She also gave out information on supports for the staff. Dr. Rodrigue spoke about the "Kids in Crisis" program which supplies mental health support for

children, parents and staff. The cost is approximately \$85,000 for the person who will also be available evenings and weekends. She thanked the Parent Connection for bringing it forward for us. This is grant funded so we would look at it as a pilot for this year and next year. We hoped it would start in November or December.

Mrs. Harriman-Stites asked who the grantee was.

Dr. Rodrigue said that would be the Parent Connection.

Committee Reports;

Mr. Vouros said the Curriculum and Instruction Committee met regarding student achievement. Mrs. Evans Davila stated that we looked performance results in Smarter Balance and SAT and were pleased with the third grade students who placed number one in ELA and two in math. A more extensive report will be given at an upcoming meeting.

Student Reports:

Claire Dubois stated that Sunday the high school participated in a walk to promote the Danbury Women's Center. There was a school-wide evacuation drill last Friday. Sunday the high school participated in a walk to promote the Danbury Women's Center. Last Friday's football game raised money for breast cancer.

Robert Morrill said this Monday seniors submitted baby pictures and quotes for the yearbook. Financial aid night for parents will be held soon.

Item 5 – Old Business

The Board of Education budget goals discussion was moved to later in the meeting.

Action on Policies:

MOTION: Mr. Cruson moved that the Board of Education approve Policy 3515.2 Parking on School Property by Students and Employees. Mrs. Harriman-Stites seconded. Motion passes unanimously.

MOTION: Mr. Cruson moved that the Board of Education approve Policy 3541.35 Emergencies; Safety – Transportation/School Bus Involved Traffic Accident. Mrs. Harriman-Stites seconded. Motion passes unanimously.

Item 6 – New Business

Student Data, Privacy, and Protocols around Confidentiality:

Dr. Rodrigue said one of the goals is to manage sensitive data with integrity and handle issues by reaching out to families who might be impacted. Deborah Petersen and Carmela Amodeo were attending to speak to these issues.

Mrs. Petersen said this stems from an October 2017 issue. Two situations came from teachers who inadvertently cc'd parents about open house instead of bcc'ing them. The second teacher did the same thing and reached out to the immediate administrator and sent a note to parents. Teachers are required to send home progress reports but another situation in 2017 occurred when in one report the first name of another student was listed in the body. We called to discuss this with the parent.

The third is a FERPA request in 2017. There was an email that had an attachment which listed other student names. The parents were notified and asked to contact her. Within the FERPA request there was a student's report, not the student the request was made for. That parent was also contacted.

Mrs. Petersen said the Board was sent the letter which went to parents and we follow that practice now. She attends department and faculty meetings to discuss and provide training on how to protect student confidentiality specifically in emails. She reached out to our attorney about what other districts are doing. Some FERPA requests can include 600 pieces of paper. She said our checkpoints are in place. Tech helps us a lot with our FERPA requests and there is a two layer piece in reading emails before they go out.

Mrs. Ku asked how often this happens and is it in general education or special education. Mrs. Amodeo said we have only received one FERPA request from a regular education parent. Two years ago there was a breach and we immediately notified those involved to see how it happened.

Mr. Delia would like to see this policy on the website and asked if there was something we could do to help tighten sending these emails.

Mrs. Petersen said that is the way many parents want to communicate but she talked to staff about calling the parents instead of emailing.

Mrs. Amodeo said we have asked them to make the email as generic as possible. We can easily come out with 15,000 emails.

Mrs. Petersen stated that we have talked to staff a lot about not even using initials so there is no personal identifiable information. Unfortunately, many emails are rushed. We constantly speak to staff about email issues.

Mr. Clure asked if there was a way to possibly block copying parents or have a bcc reminder come up to see if they really want to send it.

Mrs. Amodeo would look into that. Gmail will sometimes reach out to see if you really meant to include things.

Mrs. Leidlein agreed with Mr. Clure and asked if teachers generate their email addresses from PowerSchool.

Mrs. Amodeo said Google Classroom is also being used.

Mrs. Leidlein said there is a system that will only bcc.

Mr. Clure asked if other districts could be contacted to see what they are using or is there something Mrs. Leidlein can share.

Mrs. Leidlein stated that she speaks to directors and we are all dealing with similar things. We need to have protocols in place to have a different set of eyes to look at the emails.

Mrs. Harriman-Stites asked what the procedure was when there is an issue.

Mrs. Petersen said when there is a breach in the school they don't necessarily reach out to her. If it goes to another school they will reach out to her or the supervisors. We always document emails send out.

Mrs. Harriman-Stites has heard about continued breaches. It's important to be documented. She asked how many FERPA request we receive on the monthly basis.

Mrs. Petersen said since last October we had nine FERPA requests. The staff has been told to keep service logs which are kept in notebooks.

Mrs. Harriman-Stites asked how they are kept confidential.

Dr. Rodrigue said they are usually kept secure in the teacher's room.

Mr. Delia wanted to be sure that Mrs. Petersen finds about the breaches instead of just supervisors handling them.

Dr. Rodrigue said she would know about all special education breaches when they occur. Mrs. Ku said we should have the same protocol in place for regular education breaches also. Mrs. Harriman-Stites said if there are any security breaches Dr. Rodrigue should know about it and look at the protocols in place. Supervisors of the entire department should be notified. Mr. Cruson questioned procedures for information that is sent to parents through the mail. Mrs. Petersen said we have staff that put together the reports they print and mail out. She has spoken to staff about double and triple checking before mailing.

Overview of Options of Air Conditioning:

Mr. Faiella spoke about future plans for air conditioning the schools and received pricing information. They looked at the middle school cafeteria, auditorium and the music and chorus area and the Hawley cafeteria and multipurpose room. Classrooms have also been discussed. Electrical work will be needed. A ductless split conditions the air in a space and makes the air quality better. This would be used in the middle school Hawley and Middle Gate. It's simple to install and serves the purpose. The disadvantage is not bringing in fresh air. There is no space to put ductwork in the middle school ceiling so it would have to be on the roof. We would need to have a plan in place to work on the second floor in the middle school and Hawley. Pre-work for Hawley is about \$75,000, for Middle Gate it would be \$55,000 and \$130,000 for redistribution at the middle school. We need to plan what school would be done first.

Dr. Rodrigue said we would work with the principals to determine the best place to begin. Mr. Cruson asked the life expectancy of ductless units. Mr. Faiella said 18 to 20 years.

Mr. Delia asked how long it would take for power distribution.

Mr. Faiella said July and August for the three schools.

Mr. Clure asked if we could find out from the schools how often they used the air conditioned space when it's hot. He would prefer air conditioning classrooms over the cafeteria in the middle school.

Dr. Rodrigue said our *next* step would be to speak with the administrators in the schools regarding classrooms versus large spaces.

Mrs. Leidlein recommended that the facilities committee meet and bring this back to the Board.

Mr. Vouros asked the cost to air condition the whole middle school.

Mr. Faiella said it would be well over \$22M with actual air conditioning. Ductless splits would be much less.

Mrs. Ku asked the life span of the different systems.

Mr. Faiella said big commercial units have a 25 plus year life span. Ductless splits have 20 years.

Mr. Clure asked if it was possible to make changes in time for next spring.

Mr. Faiella said there is nothing budgeted for this work.

Mr. Clure asked if it was possible if we had the money and if it was easier to do it without students in the building to which Mr. Faiella said it was possible and best to do the work with no students in the building.

Amendment to Transportation Contract:

MOTION: Mr. Vouros moved that the Board of Education approve the amendment to the transportation contract. Mrs. Leidlein seconded.

Dr. Rodrigue felt it was in the best interest of the district to amend the transportation contract regarding the number of propane buses as well as having a cost savings.

Mr. Bienkowski went over some of the items in the amendment included updating the bus fleet in three years instead of four years, updating the GPA system, having four cameras instead of two, and fuel savings.

Mrs. Leidlein asked for an explanation of the financials.

Mr. Bienkowski said we are reducing the number of diesel buses so the fuel will go down. The Town bills us for fuel and we are locked in for 40,000 gallons. We wanted to be assured we didn't have to be responsible for that and All-Star offered to take the excess fuel to go to one of their facilities and they will pay for it.

Mr. Clure asked if All-Star approached us about making this change.

Mr. Bienkowski said they did. They like to give clients good service and move in new vehicles. They received a Federal grant for the GPS systems.

Mr. Clure said propane seems to be increasing more and diesel might be cheaper in the future. They were purchasing 55 buses but the contract states only new cameras in 50 buses.

Mr. Bienkowski would follow through with All-Star.

Mr. Clure hoped the new camera systems would be in all 55 buses. He asked if we require them to store buses in Newtown so we get the property tax benefit.

Mr. Bienkowski said it wouldn't make sense to move them for timing and additional mileage.

Mr. Clure asked if we could add to the contract that they garage them in Newtown.

Dr. Rodrigue believes they store every bus in Newtown and would follow up on that.

Mr. Bienkowski said they have six or eight spare buses registered and stored in Newtown. He found wording in the contract which states they must store buses in Newtown without prior written consent of the Board.

Mr. Delia verified that there would be no additional costs to taxpayers if we accept this amendment.

Mr. Bienkowski said that was correct and there is additional revenue for the Town.

Vote: 4 ayes, 2 nays (Mr. Clure, Mr. Delia) 1 abstained (Mr. Cruson) Motion passes.

Agreement for Child Nutrition Programs:

MOTION: Mr. Cruson moved that the Board of Education approve the updated language in the Agreement for Child Nutrition Programs document. Mrs. Harriman-Stites seconded.

Mr. Bienkowski said the State was audited by the Federal government to be in compliance with their guidelines. Action needs to be taken by local Board of Education to authorize the signers. This is just a formality.

Motion passes unanimously.

Minutes of September 26, 2018

MOTION: Mr. Delia moved to approve the minutes of September 26, 2018. Mr. Clure seconded. Vote: 3 ayes Motion passes.

Board of Education Budget Goals for 2019-2020:

MOTION: Mr. Cruson moved that the Board of Education approve the Board of Education Budget Goals for 2019-2020. Mrs. Harriman-Stites seconded.

Mr. Delia wanted to add something regarding air conditioning which is important for the community and for learning.

MOTION: Mrs. Leidlein moved to amend the motion to replace the fourth and ninth bullets under the "Priorities" section with "Create a plan for maintenance of facilities and vehicles that includes a budget increase to provide air-conditioning capacity in the identified schools."

Mrs. Harriman-Stites seconded. Motion passes unanimously.

There was a discussion about the special education self-study which resulted in the following motion.

MOTION: Mr. Cruson moved that the second bullet on page 2 should read "Ensure adequate funding for special education that meets needs, including those that are identified in the self-study." Mr. Delia seconded. Motion passes unanimously.

Mr. Clure asked about adding an item to address the non-lapsing account to include what options we would have to use the funds.

Mrs. Ku said that would be a separate discussion. The non-lapsing account isn't in the budget for special education. If money is left over in the special education contingency, we will ask the Board of Finance to roll it over into a fund designated for special education.

Mrs. Harriman-Stites was concerned that we have a lot of extracurricular activities and being consistent with the level of support.

Dr. Rodrigue said there is not the same level of funding for activities as some are supported by students.

MOTION: Mr. Delia moved to change the third bullet on page 2 to read "Evaluate funding for all extracurricular activities to determine an appropriate level of support." Mr. Cruson seconded. Motion passes unanimously.

The last bullet on page two was removed.

Vote on main motion: Passes unanimously.

Item 7 – Public Participation

Alissa Heizler-Mendoza, 3 Bobcat Road, shared that several families would be attending the Decoding Dyslexia Forum at the State on October 11 and she invited the Board to attend. They were also asked to present. They will have an awareness table for dyslexia at the Booth Library. She reached out to the special education administration on how to collaborate on dyslexia awareness but received no reply.

Liza Mecca, 10 Wills Road, said her daughter is now showing signs of dyslexia which is hereditary. They are moving at the end of the school year. We don't need a self-study to teach students how to read. So many children are suffering and should have access to services. This should be addressed before December.

Melissa Schroeder, 4 Ridge Valley Road, said her fifteen-year-old son has ADHD. He is so far behind he had to move to Chicago with his father because he hasn't received support the last two years. He went through a school year with only two assignments turned in. We chose Newtown for the schools and environment. She has three other children. Her son has to be home-schooled. The community should get involved.

MOTION: Mr. Cruson moved to adjourn. Mrs. Harriman-Stites seconded. Motion passes unanimously.

Item 8 - Adjournment

The meeting adjourned at 10:22 p.m.

Respectfully Submitted:

Daniel J. Cruson, Jr.
Secretary



Skybridge Americas, Inc.
 7600 69th Avenue
 Greenfield, MN 55373

SUMMARY

PAGE: 1 OF 1
 DATE: 09/07/2018
 CHECK NUMBER: 0100012388
 CHECK AMOUNT: \$31.35



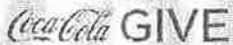
10766784 - 00097



HAWLEY ELEMENTARY SCHOOL
 29 CHURCH HILL RD
 NEWTOWN, CT 06470-1644

Thank you for your participation in Coca-Cola Give! We invite your school to sign up for electronic payments as we seek to move away from physical check payment. Please email GiveCustomerCare@skybridgeamericas.com to get started.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. SECURITY FEATURES INCLUDE THERMOCHROMIC INK, MICROPRINTING, A VOID PANTOGRAPH, AND AN ARTIFICIAL WATERMARK AND SECURITY SCREEN ON THE BACK.



Skybridge Americas, Inc.
 7600 69th Avenue
 Greenfield MN 55373

17-2/910

Check Number	Date
0100012388	09/07/2018

PAY EXACTLY ***31* DOLLARS AND * 35 * CENTS**

TO THE ORDER OF: **HAWLEY ELEMENTARY SCHOOL
 29 CHURCH HILL RD
 NEWTOWN, CT 06470-1644**



Amount
\$*****31.35

This Account Protected By Positive Pay
 Void after 90 days from date of check

Andy Barnett

⑈0100012388⑈ ⑆091000022⑆ 104793100207⑈

To: Board of Education

Date: September 20, 2018

From: Tom Einhorn, Principal NMS

Please allow us to accept the attached generous donation from the Newtown Education Foundation to support Project Lead the Way at Newtown Middle School.

Tom Einhorn

Newtown Education



FOUNDATION

September 1, 2018

Dear Mr. Tom Einhorn,

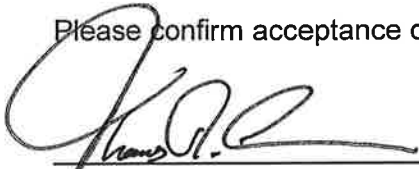
Congratulations! The Newtown Education Foundation (NEF) is excited to announce that we are granting Newtown Middle School with \$3300 to support your Project Lead the Way initiative. The Newtown Education is proud to be able to support experiences for Newtown's students by promoting innovation and creativity through collaboration with the community.

Respectfully,



Allyson Story
Chairperson

Please confirm acceptance of this grant by signing and dating below.



Signature

9.20.18

Date

Correspondence Report
9/18/2018 – 10/01/2018

Date	Name	Subject
9/22/2018	Brenda McRae	Special Ed Self Study
9/22/2018	Brenda McRae	Special Ed Self Study
9/24/2018	Kimberly Bragoli	Special Education Services
9/26/2018	Brenda McRae	Special Ed Self Study
9/28/2018	David Knight	October BOE Meeting – student privacy issues
9/28/2018	David Knight	October BOE Meeting – student privacy issues

ASSUMPTIONS
2018-2019 BOARD OF EDUCATION BUDGET

- The Newtown Board of Education's mission to inspire every student to excel will be the foundation of all decision making.
- Open and honest communication and cooperation will be maintained with other municipal boards and the community throughout the budget process.
- State and Federal financial support of education will not keep pace with increased programming mandates and will be further reduced by legislation and reductions of grants and other supports to local communities. ~~The Department of Education support will be reduced come to close during the 2016-2017 school year and there will be a need for continued services and staffing for the 2017-2018 school year.~~
- Safety, security and health standards will be supported through continued training of staff; e.g., District Security ~~Committee~~, ~~Anti-bullying~~ Safe School Climate, Blood Borne Pathogens, Sexual harassment/Title IX, Mandated reporting, OSHA (Office of Safety and Health Administration).
- Salaries and benefits will be based on commitments incurred through collective bargaining and other employment agreements.
- Existing programs and services will be reviewed, evaluated, maintained or adjusted as the educational needs of students change.
- Overall certified and classified staffing levels will be adjusted based on enrollment, programming, safety factors and facility considerations.

PRIORITIES
2018-2019 BOARD OF EDUCATION BUDGET

- Support funding for appropriate class sizes at all levels of instruction.
- ~~Create~~ Maintain a contingency item in the budget for Special Education enrollment changes.
- Continue a level funding plan for expansion and sustainability of technology with access and equity for all students.
- ~~Create~~ Continue a level funding plan for maintenance of facilities and vehicles.
- Continue to pursue opportunities to share services, where appropriate, between the Board of Education and all town departments and participate in regional services when they are beneficial to the district.

- Ensure adequate funding for mental health resources to meet student needs
- Ensure adequate funding for special education that meets needs, if any, that are identified in the self-study.
- Ensure consistency in the support for all extracurricular activities in the district.
- Include an incremental increase in the facilities budget to increase air conditioning capacity in the schools

9/26/2018

All Star Transportation has proposed changes to their current transportation contract, which will be positive enhancements to their operations in Newtown. They affect the following areas of the contract:

Equipment:

Rather than replace the fleet over four years per current contract they proposed the following schedule:

2017-18 13 new buses model year 2018 (done)

2018-19 21 new buses model year 2019 (8 additional)

2019-20 21 new buses model year 2020 (9 additional)

2020-21 same fleet (no changes)

2021-22 same fleet (no changes)

GPS:

Current Motorola GPS system will be replaced for the start of the 2018-19 school years with an all new Zonar cellular system.

Video cameras:

Current Pro-Vision 700 digital series cameras will be replaced with new Pro-Vision 800 series digital high definition 4 camera system. 34 buses will be equipped for 2018-19 school year and 16 buses will be equipped for 2019-20 school year.

Fuel:

Contractor will absorb any shortage the BOE has of 40,000 gallon diesel fuel obligation with East River Energy.

All Star has been changing out buses in many districts; they are continually updating their fleet to provide the newest safest buses on the market.

Some districts have agreed to this via a contract amendment and some just did a letter attachment to contract.

The All Star towns that currently have switched to Propane are; Torrington, New Milford, Seymour, and a phase in of buses started this year in Region 16. They are in discussions with two towns now to begin a phase in of propane buses next year.

Replacing seven year old diesel buses with new propane buses is good for the BOE and its students.

Propane fuel is cheaper and safer than diesel. The cost savings in fuel this year will be \$6,416 based on the 'not to exceed' limits included in the contract.

Environmentally friendly, propane is a nontoxic, non-contaminant, no-spill fuel.


This will provide increased tax revenue on the new buses for Town in the neighborhood of \$9,600 (total 8 buses)

All new state of the art digital cameras and new state of the art GPS system at no additional cost to the BOE.

All of these items have been reviewed with the District's attorney who has prepared the draft of an amendment to the existing contract.

NEWTOWN PUBLIC SCHOOLS
BUSINESS OFFICE

MEMORANDUM

DATE: October 2, 2018
TO: Board of Education 
FROM: Ron Bienkowski, Director of Business
SUBJECT: Amendment to Transportation Contract

The Amendment you received has been revised slightly by Shipman & Goodwin for clarity regarding the fleet. This represents the final draft regarding this.

FIRST AMENDMENT TO CONTRACT FOR TRANSPORTATION SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR TRANSPORTATION SERVICES (the "First Amendment") entered into as of the ___ day of _____, 2018, by and between the **NEWTOWN BOARD OF EDUCATION** (the "Board") and **ALL-STAR TRANSPORTATION, LLC** (the "Contractor").

RECITALS

WHEREAS, the Board and the Contractor entered into a Contract for Transportation Services dated as of January 17, 2017 (the "Contract"); and

WHEREAS, the parties desire to amend certain terms and conditions of the Contract, as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 10.3 of the Contract is deleted in its entirety and replaced with the following:

“10.3 At the time of the execution of the Contract, the Contractor had agreed that each year it would replace 25% of the existing fleet providing regular daily transportation and special education transportation with new propane autogas powered buses, so that the entire fleet would be replaced within the first four (4) years of the Contract, based on the estimated number of buses described in Section 10.2 as follows:

2017-18	13 new buses (model year 2017)
2018-19	13 new buses (model year 2018)
2019-20	12 new buses (model year 2019)
2020-21	12 new buses (model year 2020)
2021-22	Same fleet

In addition, after implementing the two tier system during the 2017-18 school year, the Board is currently using four buses for regular daily transportation along with one special education bus in addition to the estimated number of buses described in Section 10.2.

As of the start of the 2018-2019 school year, the Contractor has made the replacements described below for the 2017-2018 and 2018-2019 school years, and the Contractor agrees that it shall replace in the 2019-2020 school year the remaining existing fleet providing regular daily transportation and special education transportation with new propane autogas powered buses, so that the entire fleet is replaced with propane autogas powered buses within the first three (3) years of the Contract and the Contractor shall have and keep such

fleet of propane autogas powered buses during the term of the Contract, (unless modified or approved by the Board), based on the new estimated number of buses as follows:

2017-18	13 new buses (model year 2018)
2018-19	21 new buses (model year 2019)
2019-20	21 new buses (model year 2020)
2020-21	Same fleet
2021-22	Same fleet

All Type I buses being phased out from regular daily transportation and special education transportation are 2013 diesels. All Type II buses being phased out from regular daily transportation and special education transportation are 2014 diesels and gasoline vehicles. The phased out vehicles shall continue to be used to provide the Board's athletic and field trip transportation or be used as spare vehicles."

~~(By implementing the two-tier system during the 2017-18 school year, four buses were added along with one special education bus.)~~

2. Section 10.12 of the Contract is amended to add the following:

"10.12 As of the 2018-2019 school year, the current Pro-Vision 700 digital series cameras will be replaced with a new Pro-Vision 800 series digital high definition 4 camera system. The Contractor shall make this replacement on 34 buses in the 2018-19 school year and 16 buses in the 2019-20 school year."

3. Section 10.13 of the Contract is amended to add the following:

"10.13 The current Motorola GPS system will be replaced at the start of the 2018-19 school year with an all new Zonar cellular system."

4. A new Section 12.7 is added to the Contract, as follows:

"12.7 Because the Contractor has replaced the diesel and gasoline vehicles with propane vehicles earlier than the original Section 10.3 of the Contract required for the 2018-2019 school year, and the Board had relied on the replacement schedule outlined in the original Section 10.3 of the Contract in locking in prices and committing to purchase diesel, gasoline and propane fuel for the vehicles used under this Contract for the 2018-2019 school year, the Contractor agrees that it shall be responsible for, reimburse the Board for and hold the Board harmless for the additional costs the Board may incur during the 2018-2019 school year related to the purchase of fuel, in particular:

(a) While the Board shall pay for propane fuel as outlined in Section 12.3 of the Contract, in the event that the Board's actual cost of propane fuel during the 2018-2019 school year is more than the Board's current contracted rate (\$1.29 per gallon), then the Contractor agrees to reimburse the Board for the difference in the cost of propane fuel between the actual rate and the contracted rate attributable to the eight (8) additional propane vehicles (so the additional cost per gallon x 2,970 gallons x 8 vehicles). The

Board shall not lock in the price for propane fuel to be used in the 8 buses for the remainder of the 2018-2019 school year until this Amendment has been executed by the Contractor. The Board shall invoice the Contractor for these amounts once the Board has locked in the price for the propane fuel. Any true-up related to the propane shall be done after the end of the school year.

(b) The Contractor shall arrange with the Town to assume the Town's obligations to purchase a portion of the diesel fuel from the Town's vendor, East River Energy, up to an amount that would be used in the eight (8) diesel vehicles that will no longer be used for regular daily transportation, which is currently estimated to be 17,600 gallons at a contracted rate of \$2.106042 per gallon. An amount (to be based on actual usage for the first quarter of the school year through the end of December) for the school year shall be determined by January 15, 2019 and the Board shall provide notification to the Contractor of this amount. In the event that the Contractor does not or is not able to assume those obligations in that amount by March 1, 2019, then the Contractor agrees to reimburse the Board for the cost of such diesel fuel and the Board shall invoice the Contractor for the above-described amounts by April 1, 2019.

(c) If the amounts described in subsections (a) and (b) are not paid by the Contractor within thirty (30) days of an invoice by the Board to the Contractor outlining the charges, then the Board may reduce such amounts from the amounts to be paid by the Board to Contractor under this Agreement.

(d) In addition, the Board is relying on the Contractor's agreement to replace the vehicles as described in the Section 10.3 of the Contract as revised by this Amendment (and not sooner) in locking in and committing to purchase fuel for the current and upcoming school years and so the Contractor agrees that it shall not obtain or change vehicles other than as stated in the schedule for the vehicles in Section 10.3 of the Contract as revised by this Amendment, unless modified or approved by the Board."

5. Miscellaneous.

(a) Except as otherwise expressly provided by this First Amendment, all of the respective terms, conditions and provisions of the Contract shall remain in full force and effect. It is declared and agreed by each of the parties hereto that this First Amendment and the Contract be read and construed as one instrument.

(b) This First Amendment may be executed and delivered in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same First Amendment.

(c) The provisions of this First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth above.

NEWTOWN BOARD OF EDUCATION






By: _____

ALL-STAR TRANSPORTATION, LLC

By: _____

Document comparison by Workshare 9 on Tuesday, October 2, 2018 11:56:48 AM

Input:	
Document 1 ID	interwovenSite://sgdms.shipman.com/SG/6959163/3
Description	#6959163v3<SG> - Newtown Board of Education/ Amendment to transportation contract with All-Star (2018)
Document 2 ID	interwovenSite://sgdms.shipman.com/SG/6959163/4
Description	#6959163v4<SG> - Newtown Board of Education/ Amendment to transportation contract with All-Star (2018)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	9
Deletions	6
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	19

Agreement for Child Nutrition Programs

The State had to clarify and update the language in the document to comply with Federal Standards. The State, during their audit (by the Feds), were asked to update their language in the LEA agreements. The sign-off page is attached.

ED-099 Agreement for Child Nutrition Programs

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

In order to effectuate the Programs of the National School Lunch Act, as amended (42 USC 1751) and the Child Nutrition Act, as amended (42 USC 1771), the Connecticut State Board of Education and

Newtown Board of Education

(Name of Corporation, Board of Education, or Governing Body)

enter into this Agreement and are subject to all legal rights and duties as provided herein and in the Attachments hereto, together with any amendments that shall become a part of this Agreement, as evidenced by the signatures below.

This is to certify that on October 2, 2018, as shown in the minutes of

Date

the Newtown Board of Education

(Name of Corporation, Board of Education, or Governing Body)

the individuals signing this agreement were authorized as noted.

1. The person designated below is authorized to sign this agreement and to sign claims for reimbursement.

Dr Lorrie Rodrigue

Signature

Printed Name

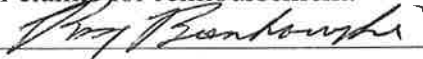
Superintendent of Schools

10/2/18

Title (Superintendent of Schools, Mayor, Selectman, President or Chairperson of the Board, Pastor, or Commissioner)

Date

2. In the absence or incapacity of the first designated individual, the second person designated below is authorized to sign claims for reimbursement.



Ron Bienkowski

Signature

Printed Name

Director of Business

10/2/18

Title (Assistant Superintendent, Business Official, Principal, Headmaster, City or Town Manager, Executive Director, or Deputy Commissioner)

Date

3. The signature below certifies the above action.

Dan Cruson

Signature

Printed Name

Secretary of the Board

10/2/18

Title (Secretary of Corporation, Town Clerk, Secretary of the Board)

Date

For State Use Only

CONNECTICUT STATE DEPARTMENT OF EDUCATION

Kathy Demsey

Signature of Authorized Representative

Printed Name of Authorized Representative

Chief Financial Officer

Title

Date

Business/Non-Instructional Operations

Community Use of School Facilities

Parking

Vehicles Parked on School Property by Students and Employees

While participating in and/or attending school activities, students, employees and visitors of the Board of Education may park vehicles in areas designated by the School Administration.

The Board of Education reserves the right to restrict parking on school property at any time, to withdraw the right of any person to use school property for parking, and to issue regulations governing the movement of parked vehicles whether or not school is in session.

Parking at restricted times or in restricted places is subject to action by the Board of Education and/or administration.

Students parking on campus while school is in session must purchase a parking permit. ~~The parking permit fee will be discounted if the permit is obtained prior to the start of the school year.~~ Parking permits are issued only to students who have a valid Connecticut driver's license and regular use of a motor vehicle.

The Board of Education assumes no responsibility for damage to or theft of a vehicle or any item stored in or on a vehicle parked on school property.

No item, the possession of which is illegal or in violation of school regulations or which endangers the health, safety or welfare of persons shall be stored in or on a vehicle parked on school property.

If the School Administration believes that a vehicle while on school property is being used in a manner or for a purpose which may be injurious or illegal, it shall refer the matter to the police.

(cf. 1411 - Relations with Law Enforcement Agency)

Business/Non-Instructional Operations

Student Parking

~~Student parking permits for Newtown High School are available for Seniors only and will be sold via lottery. However, nothing prevents administration from conducting a Junior parking lottery if extra student parking spaces become available. To qualify for a parking permit, students must possess a valid Connecticut driver's license and have regular use of an automobile. The cost of the school year permit is \$100.00. The fee will be discounted by \$15.00 if purchased prior to the start of the school year. The permit fee is payable by check only and must be made out to "Newtown High School". Cash or credit cards will not be accepted.~~

The student use of automobiles on school grounds whether to drive or to park is a privilege and governed by Board of Education policy.

A permit must be issued which is valid for the academic year only to the car assigned in order for that car to be driven or parked on school grounds.

Students must meet and maintain the following responsibilities:

- A. Must be a senior to be eligible to park.
- B. Juniors will be given parking permits based on order submitted and/or lottery.
- C. A valid driver's license, vehicle registration, and insurance as required under CT law.
- D. Maintaining an attendance record without invalid absences or tardiness to school.
- E. Maintaining slow and safe control of the vehicle on the grounds of the school and surrounding school area.

Student parking permits for Newtown High School are available for Seniors only. However, nothing prevents administration from conducting a Junior parking lottery if extra student parking spaces become available. The cost of a school year permit is \$100. The fee will be reduced by \$10 for every month you do not have parking. For example, if you receive a parking space in February, you will only have to pay \$50 for the remaining 5 months of school. The permit fee is payable by check only and must be made out to "Newtown High School". Cash or credit cards will not be accepted.

Students selected to receive a campus parking permit in the lottery will receive a voucher. In order to purchase a permit, students must present their voucher, driver's license, registration for each vehicle they plan to park in their assigned space, and a check to the Security Office. Security Personnel or Administration will affix the parking permit to the interior windshield of the student's vehicle. Under no circumstances shall a student transfer or convey use of his/her parking permit or designated parking space to another student or individual for use during school hours. Student campus parking is a privilege and space is limited. Therefore, students must keep the following in mind, as they will be held responsible to abide by all campus parking regulations.

- Students park on campus at their own risk. Newtown High School and the Newtown Public Schools are not responsible for any damage or vandalism occurring to student vehicles parked on campus.
- Students shall park only in their designated/numbered parking space. Should a student arrive on campus and find an unauthorized vehicle parked in their parking space, the permitted student shall temporarily park his/her vehicle in a visitor's space in the cafeteria lot and immediately summon security personnel.
- Under no circumstances may students park in a faculty parking space, visitor parking space, in another student parking space, fire lane, grass area or sidewalk. Violators will be subject to a monetary fine and/or towing at their own expense. Students with repeated parking offenses will also be subjected to additional disciplinary consequences.
- Trailers, campers, or other towed items are not permitted on the Newtown High School campus.
- Any vehicle not displaying a valid campus parking permit is subject to tow at the owner's expense.
- Any additional sale of permits will be conducted via lottery.

Regulation adopted:
Regulation revised:

March 15, 2016

NEWTOWN PUBLIC SCHOOLS
Newtown, Connecticut

Business/Non-Instructional Operations Procedures for Emergencies; Safety - Transportation

Procedures to be Followed in the Event of an Accident to a Bus School Bus Involved Traffic Accident

1. In the event of ~~an~~ a traffic accident (any kind of impact) when one or more children are on board, the bus driver or bus management shall immediately call 911 and request the police and EMS to respond to the scene. The driver shall then contact the bus company by radio or other means as soon as possible, ~~the Office of the Superintendent and~~ provide the accident ~~inform them of the location and information on injuries, if any. If the driver is unable to contact the bus management, he/she shall contact the police.~~ The driver shall remain at the accident scene until a representative arrives from the office bus company unless he/she is in need of immediate medical attention and/or hospitalization.
2. ~~If necessary, dispatch of~~ Bus company management will immediately contact the Office of the Superintendent and inform him/her of the location of the traffic accident and provide information on injuries, if any. ~~emergency medical services. Anyone in need of immediate medical attention and/or hospitalization, they will be taken to the nearest hospital.~~
3. Central Office will contact the involved school administrator and inform him/her of the location of the bus-involved traffic accident and provide information on injuries, if any. The school will dispatch a staff member to the scene of the accident to assist as appropriate.
4. Unless circumstances (safety/security related) dictate otherwise, the driver and all children should remain seated on the bus and await the arrival of police and EMS.
5. If possible, the driver should record student names and seating arrangements while awaiting the arrival of police and EMS. The bus company will provide the police with all student information required to complete the accident report, including dates of birth and addresses. The driver, officers at the scene, and/or administrators on the scene, will take student names, seating arrangements, and provide police with dates of birth and addresses.
6. Bus drivers ~~are~~ shall not to release students from the scene of the accident unless ~~until~~ directed to do so by an school district administrator or police.
7. Parents of students in need of medical attention will be notified as soon as possible by a school district administrator. An administrator, at an appropriate time, may send a written correspondence to parents providing ~~briefly describing the situation. Initially, only information pertaining to~~ the location, date, time, and level of seriousness of ~~reported injuries should be transmitted.~~ related to the school bus accident.
8. Bus company management will arrange, if necessary, alternate transportation for students from the scene of the traffic accident to home or school as appropriate.
9. If the bus is en route to a school at the time of the traffic accident, the students will, upon arrival at school, be assessed by the school nurse before returning to class.

Business/Non-Instructional Operations

Procedures for Emergencies; Safety--Transportation

Procedures to be Followed in the Event of an Accident to a Bus

If a school bus is involved in a traffic accident, the following procedures shall be followed:

1. ~~In the event of a serious accident, central office and the appropriate school(s) are to be notified immediately by the bus contractor identifying bus route numbers and location. Any bus or van involved in an accident will remain at accident scene until a representative from the bus contractor arrives.~~
2. ~~If the bus is en route to a school, the students will, upon arrival at school, be examined by the school nurse before returning to class.~~
~~If injuries require further examination, the students will be immediately transported to the nearest hospital.~~
3. ~~If a bus is en route from school and an accident occurs, the students will be examined by the ambulance service, if it is the decision of the representative from the bus contractor. If further examination is required, the students will be immediately transported to the nearest hospital. The representative from the bus contractor can make the decision to continue the bus route if it was a minor accident.~~
4. ~~Bus drivers are not to release anybody until all students and drivers have been accounted for and released by appropriate medical staff and the bus contractor's representative.~~
5. ~~All parents of students in need of medical attention will be notified as soon as possible by school officials.~~
6. ~~The bus contractor will be responsible for supplying transportation from the scene of accident to home for students who have been released.~~
7. ~~The school Principal or designee will be responsible for having staff available on the scene for the purpose of identification of students.~~