

MINUTES



Addison Central School District

ACSD Board

Board Meeting

Monday, June 26, 2023, 6:30 pm - 8:30 pm

208 Charles Avenue, Middlebury VT & Virtual Connection

ACSD District Vision and Mission

OUR VISION

All students will reach their full academic potential and be prepared for success as engaged citizens.

OUR MISSION

To provide an innovative, rigorous, and supportive educational community that inspires a passion for learning and cultivates empathy and responsibility.

Please click the link below to join the webinar:

Link to join Webinar

<https://us06web.zoom.us/j/89182861661>

- | | |
|--|--------|
| A. Call to Order Upon Reaching A Quorum | |
| 1. Introductions - Board Members, Administrators and Staff | 5 min |
| 2. Public Comment | 10 min |
| B. Recommendation to Approve Minutes of 6/9, 6/12 | 5 min |
| C. Approve ACSD Bills | 5 min |
| D. Report of the Board | |
| 1. Action: Approve Professional Appointments | 10 min |
| 2. Action: Approve Auditor bid | 10 min |
| 3. Action: Approve Transportation bid | 10 min |
| 4. Discussion: Review Policies C1, C15, D23, F3 & F4 | 10 min |
| 5. Discussion: Board Retreat | 20 min |
| E. Other | 5 min |
| F. Adjournment | |

Total Meeting Time: 1h 30m

***Public Comment Guidelines:**

Public comments are encouraged and welcome at each regular board meeting during the period designated for public comment. Comments are limited to three minutes per person. Citizens will be called to make their statement by the board chair. Public comments regarding personnel, students or legal matters will not be heard by the Board.

MINUTES



Addison Central School District

ACSD Board

Special Meeting

Friday, June 9, 2023, 8:00 am - 9:00 am

49 Charles Avenue, Middlebury VT & Virtual Connection

In-Person Attendance

Barbara Wilson; James Malcolm; Jamie McCallum; Jason Chance;
Mary Heather Noble

Remote Attendance

Ellie Romp; Joanna Doria; Lindsey Hescock; Steve Orzech;
Suzanne Buck **Not In Attendance**

Brian Bauer; Ellen Whelan-Wuest; Tricia Allen

- A. Call to Order Upon Reaching A Quorum Meeting called to order at 8:00 a.m.
- B. Public Comment
No public comment.
- C. Executive Session: Superintendent Search - Personnel 1 VSA 313 (a) (3)
Entered Executive Session at 8:03 a.m.
Exited Executive Session and returned to Open Session at 8:25 a.m.

Motion to enter Executive Session to discuss personnel matter per 1 VSA Section 313 (a) 3. Move: Jamie McCallum Second: Mary Heather Noble
Status: Passed
- D. Other
None.
- E. Adjourn
Meeting adjourned at 8:25 a.m.
Motion to adjourn.

Move: James Malcolm Second: Suzanne Buck Status:
Passed

***Public Comment Guidelines:**

Public comments are encouraged and welcome at each regular board meeting during the period designated for public comment. Comments are limited to three minutes per person. Citizens will be called to make their statement by the board chair. Public comments regarding personnel, students or legal matters will not be heard by the Board.

DRAFT

MINUTES



Addison Central School District

ACSD Board

Board Meeting

Monday, June 12, 2023, 6:30 pm - 8:30 pm

208 Charles Avenue, Middlebury VT & Virtual Connection

ACSD District Vision and Mission

OUR VISION

All students will reach their full academic potential and be prepared for success as engaged citizens.

OUR MISSION

To provide an innovative, rigorous, and supportive educational community that inspires a passion for learning and cultivates empathy and responsibility.

In Attendance

Barbara Wilson; Ellen Whelan-Wuest; Ellie Romp; James Malcolm; Jamie McCallum; Jason Chance; Joanna Doria; Lindsey Hescocock; Mary Heather Noble; Steve Orzech; Suzanne Buck; Tricia Allen

Not In Attendance

Brian Bauer

A. Call to Order Upon Reaching A Quorum

Meeting called to order at 6:30 p.m. Barb Wilson notified the Board of an adjustment to the agenda -- instead of Item G going into Executive Session, the Board will take action on hiring an Interim Superintendent.

1. Introductions - Board Members, Administrators and Staff
2. Public Comment

Mary Slosar of Weybridge spoke to emphasize the importance of the ACSD Literacy Report. She hopes the Board will recognize how important the literacy issue is for our District. She mentioned that this is something that the Special Education community has been talking about for some time, and has been pushing for structured literacy programming. Aiming to have 90% of District 3rd graders meeting literacy standards in 3 years is a big goal -- this board will have to be curious about how to support the administration in meeting this important goal.

B. Recommendation to Approve Minutes of 5/22, 5/23, 5/30, and 6/5

James Malcolm made a motion to approve the regular meeting minutes for May 22, 2023. Tricia Allen seconded. Barb Wilson noted a few confusing sections in the public comment section, as if something had been truncated during cut & paste. The Board unanimously approved the minutes.

Steve Orzech made a motion to approve the minutes for the May 23, 2023 Special Board Meeting. Jamie McCallum seconded. The Board voted to approve the minutes. Jamie McCallum and Jason Chance abstained.

Joanna Doria made a motion to approve the minutes for the May 30, 2023 Special Board Meeting. Steve Orzech seconded. The Board voted to approve the minutes; Lindsey Hescock, Ellie Romp, and Mary Heather Noble abstained.

Suzanne Buck made a motion to approve the minutes for the June 5, 2023 Special Board meeting. James Malcolm seconded. Jason Chance indicated that he was present at the meeting -- Mary Heather said she would check. The Board voted to approve the minutes; Tricia Allen, Ellen Whelan-Wuest, and Lindsey Hescock abstained.

C. Approve ACSD Bills

James Malcolm presented the ACSD Bills as follows.

Read May 30, 2023:

General Fund -- \$1,098,161.56 (~\$450K of this related to benefits, and ~\$172K for Responsive Classroom Training, paid with ESSER funds)

Payroll -- \$907,028.47

Payroll -- \$594.02

McGilton Fund -- \$2,005.70

Read June 12, 2023:

General Fund -- \$217,375.50

Payroll -- \$1,126,117.81

Payroll -- \$20,789.17

Payroll -- \$25,342.55

Motion to approve the ACSD Bills as presented.

Move: James Malcolm Second: Suzanne Buck Status: Passed

D. Report of the Superintendent

Peter Burrows delivered his final Superintendent Report for ACSD. He expressed gratitude for the Board and staff, and everything they've been able to accomplish. He looks fondly on the experience and will miss everyone.

Peter said that he has been working with the Leadership Team on a Transition Plan for his departure and welcoming the new Interim Superintendent. ACSD has very strong leaders, and we're hoping for an Interim Superintendent to provide some stability to maintain the course.

The Strategic Plan Action Team has been working with Emma to finalize the draft plan. They are close to the finish line but won't be ready to present the final report to the Board until mid-July. They will plan to deliver it to the Board and Interim Superintendent at an August Board meeting.

The Administrative Team is planning to have their retreat on August 3rd & 4th -- they will be incorporating elements of the Strategic Plan into their work. The Board will really need to work with the team on understanding resource allocation needs, especially in the wake of sunseting ESSER funds and implementation of the State's new pupil weighting study figures.

Hiring for next year has been going well, but the standard para positions remain open -- they are hoping the bump in pay from the Board's approval of the side letter to the contract will make these positions more competitive.

Finally, Peter reminded the Board that they will need to find another student representative to replace Nargis Anzali.

1. Discussion: ACSD Literacy System Development 20 min

Heather Gebo, ACSD Literacy Coordinator provided a detailed presentation of the work she has done over the last 2 years (included in meeting materials). In summary, she reviewed literacy instruction and intervention practices across the district and found many inconsistencies from one building to another. She has been introducing a new science-based reading instruction program to teachers, which includes new best practices that will take time to implement. The focus is on establishing strong foundational skills for prevention of literacy issues, with early intervention if/when student struggles with the foundational skills present. Report highlights:

- Introduction of Executive Functioning skills into the foundational pillars for literacy
- Earlier introduction of phonological awareness and word recognition
- Bridging processes,
- Requiring 90-120 literacy instruction every day.
- Direct literacy instruction with specific scope and sequence so issues can be identified & addressed early before they compound
- Benefits of the IB framework to support this structured work
- Shifting from Balanced Literacy curriculum to Structured Literacy curriculum

The Board asked questions around the District's commitment to this shift, use of literacy screening tools, how to involve parents in aiding this transition in how literacy is taught, and how the Board can support the work. The Literacy Coordinator position is ESSER-funded, so this will be a consideration with

budgeting, as will professional development for teachers needing training in this new method.

2. Discussion: ACSD FY23 Assessment Report 20 min

Nicole Carter, ACSD Assistant Superintendent and Director of Equity and Student Services provided a presentation of the District's FY23 Assessment Report (included in meeting materials). She indicated that this information provides essential baseline data for evaluating the District's strategic plan deliverables. One thing to note is that the data currently come from 10 different systems -- but the District is working to centralize data management so tracking and comparing student assessment information over time is more functional. ACSD just signed a contract with Educlimber, which will enable the District to query student assessment data more easily.

Highlights from the presentation:

- ACSD currently has 5 schools that receive Title 1 funding for economically disadvantaged students: Mary Hogan, Shoreham, Ripton, Bridport, and Salisbury. These schools receive additional dollars for Tier 1 and Tier 2 practices.
- Percentages of students needing plans (IEP, 504 and/or EST plans): 36% for MUHS, 52% for MUMS, 43% for Mary Hogan, 33% for Cornwall, 28% for Shoreham, 43% for Salisbury, 23% for Bridport, 41% for Ripton, and 34% for Weybridge.
- Schools with >25% of students with high SEL needs (self-reported for higher grades) include MUMS, Mary Hogan, Shoreham, Salisbury, and Bridport. (Note the overlap between these figures and the schools receiving Title 1 funding as an indicator of students living in poverty.)
- 4-year Graduation Rates at MUHS were 83% for 2019, 86% for 2020, and 83% for 2021. 6-year Graduation Rates at MUHS were 91% for 2019, 91% for 2020, 84% for 2021. Takeaway: MUHS needs more robust options for students, including flexible pathways and alternative programming. Other possible factors include culture and climate at MUHS and lingering post-COVID attendance issues.
- Work that is currently being done to address these patterns includes MTSS work, specialized training for special educators and professional development re: literacy instruction & interventions for teachers, improving assessment data management & analysis to properly track students with early screening, and refining Tier 1 instruction with a focus on preventing so much need for intervention. (see meeting materials for more detail).

Board members asked questions about the assessment tools and how the leadership is using the data to inform decision making about staffing and resource allocation. Several noted the challenges presenting for some schools with higher percentages of students living in poverty. Other questions came up about the challenges of reporting assessment statistics for schools with small student populations, and the inability to accurately report the number of students on plans due to privacy concerns.

3. Discussion: FY22 Audit 10 min

Matt Corrente provided a brief summary of the FY22 audit, noting that no significant issues came up. He did mention the effort that the Finance Department is making to provide some consistency to the Student Activity Funds across the different schools -- many have special revenue sources (e.g., PTO funds, concessions, donations, etc.) that are overseen and handled at each building. The advantage of the method is that schools have easy access to the money for desired programming. The disadvantage is that the spending/use of funds is not always consistent across the district, and create potential equity concerns. They are working with the schools to see which student activities expenses should be handles through Central Office, and which ones can be handled through the school.

4. Action: Approve Tax Anticipation Note 5 min

Matt Corrente explained that the Board approves a Tax Anticipation Note every year to allow the District to borrow money as needed to pay bills during low cash flow times of the year. He explained that the motion needs to include the exact language in the meeting materials.

Motion to Approve a \$3,125,422.00 operating line of credit from the National Bank of

Middlebury, due no later than June 30, 2024, at an interest rate of 3.0% and authorize the Treasurer, Business Manager, and Assistant Business Manager to borrow against the line of credit as needed on behalf of the board.

Move: James Malcolm Second: Suzanne Buck Status: Passed

5. Action: Approve Professional Appointments 5 min

Steve Orzech noted the appointment for Haysal Jones only said "school" -- Peter Burrow explained the full position "school nurse" should have been included in the list.

Motion to approve the professional appointments as presented.

Move: Suzanne Buck Second: James Malcolm Status: Passed

E. Report of the Board

1. Discussion: Committee Updates

a. Finance Committee Update: Transportation and Auditor RFP

10 min

Matt Corrente provided an update regarding the request for bids for auditing and transportation services:

- The Committee received 2 bids for auditing services -- 1 from the current provider (RHRSmith) based in Maine, and 1 local provider (Tom Telling). RHR Smith was a lower bid and has more relevant experience, so that's who they would like to select. Suzanne Buck reminded the Committee that the full Board needs to vote on the RFP, so this will need to be on a future agenda before the official selection is made.
- The Committee reported that the cooperative RFP for transportation services in Addison County (ACSD, ANWSD, and MAUSD) only received 1 bid from Betcha transportation. Other firms expressed interest, but indicated the need to additional ~18 month lead time to build capacity in their fleets to commit to a formal bid. So the Committee is looking at a 3 year contract with Betcha, but is thinking about going out to bid again within the year to attract other firms to the process for transportation services after FY27. James Malcolm also noted that the Committee needed to go through the practice of estimating costs of running a District-based bus fleet for comparison sake -still much too costly, even if shared between the 3 Addison County school districts. This will also be included in a future agenda for formal Board approval.

Lindsey Hescock asked a few detailed questions about providing busing for after school activities -- Matt noted that the contract provides flexibility to allow the District to request this additional services, but that Betcha can also refuse if they lack the resources to meet the need. There was also some discussion around the section of the contract requiring Betcha to provide updates on transitioning their fleet to electric.

F. Other

Mary Heather Noble made a motion to hire Dr. Timothy Williams as the Interim Superintendent, pending contract signatures and approval from the AOE. She noted specific reasons for the Board's choice, including the 3 priority criteria it had identified for the search process:

- Experience as a Superintendent or Interim Superintendent: Dr. Williams has both, most recently in our own backyard as an Interim Superintendent for the Hannaford Career Center.

- Strength in developing and overseeing a district-wide budget: Dr. Williams has at least 8 years of experience with budget development as a Superintendent or Assistant Superintendent from 2015- 2023. Budgets for the Districts he has led range from \$4.8 Million with the Hannaford Career Center to \$64 Million with the York Suburban School District in York, Pennsylvania. Of note is Dr. Williams's assistance in helping the Hannaford Career Center proceed with a Bond request in 2022 for capital improvements.

- Proven strength in leadership and unifying staff: Dr. Williams has 7 years of Superintendents of similar or larger size, some of which followed tumultuous leadership. He has a demonstrated ability to stabilize and organization in the wake of such challenges. He is familiar with the ACSD community and can assist the Board in recruiting and hiring a permanent Superintendent to lead ACSD into the future.

Ellen Whelan-Wuest made a comment to clarify that the Board does not regard leadership under current Superintendent as tumultuous; rather, his departure creates a leadership vacuum that requires stability. James Malcolm expressed thanks to Barb Wilson and Mary Heather Noble for their hard work on the search process.

Mary Heather Noble and James Malcolm both expressed gratitude for the 10 years of leadership that Peter Burrows provided to ACSD, particularly in helping the District to anticipate state-level policy changes early and allowing the Board to take early action. Everyone wished Dr. Burrows well in his new position with the Milton MA School District.

Motion to hire Tim Williams as the ACSD Interim Superintendent, pending signature of the contract and final approval from the Vermont Agency of Education.

Move: Mary Heather Noble Second: Joanna Doria Status: Passed

G. Executive Session: Contract Negotiations VSA 313 (a)3 Not needed.

H. Adjournment

Meeting adjourned at 9:15 p.m.

Motion to adjourn.

Move: Suzanne Buck Second: Jamie McCallum Status: Passed

Total Meeting Time: 1h 10m

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called to make their statement by the board chair. Public comments regarding personnel, students or legal matters will not be heard by the Board.

DRAFT

Addison Central School District					
Faculty Positions					
2023-2024 School Year					
School	Last	First	Position	Assignment	FTE
Departing					
Shoreham	Johnson	Andy	Principal		1.00
New hires					
ACSD	Baird	Marlies	Special Educator		0.80
MUMS	Pettorini	Samuel	Math Teacher		1.00
ACSD	Sapienza	Sarah	Special Educator		1.00
Cornwall	Taylor	Gwendolyn	Classroom Teacher		1.00
Transfers					
Shoreham	Urban	Jennifer	Asst. Principal		1.00

PROPOSAL FOR
FINANCIAL STATEMENT AUDITS

Addison Central School District
Middlebury, Vermont



Proven Expertise & Integrity

SUBMITTED BY:

RHR SMITH & COMPANY
Certified Public Accountants

3 Old Orchard Road
Buxton, Maine 04093
May 1, 2023

(207) 929-4606 | (800) 300-7708

Contact:
Ronald H.R. Smith, CPA, CFE
Managing Partner

www.rhrsmith.com

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May 1, 2023

Matt Corrente, Business Manager
Addison Central School District
49 Charles Avenue
Middlebury, Vermont 05753

Dear Mr. Corrente,

Thank you for giving us the opportunity to submit the following proposal to perform the audit of the Addison Central School District. The information you requested about our firm, our qualifications and the services we provide are enclosed.

We propose to audit the financial statements of the Addison Central School District for the fiscal years ending June 30, 2023 through June 30, 2027. We will conduct the audits in accordance with Generally Accepted Auditing Standards (GAAS); requirements promulgated by the American Institute of Certified Public Accountants (AICPA), and the Government Auditing Standards Board (GASB); and standards contained in *Government Auditing Standards* issued by the General Accounting Office, the Single Audit Act of the United States Office of Management and Budget, the provisions of the Uniform Guidance, *Audits of States, Local Governments and Nonprofit Organizations*, and related pronouncements regarding any Federal assistance awards.

RHR Smith & Company specializes in governmental audits, serving municipal, county and tribal governments, as well as schools, housing authorities, sewer and water utilities, and nonprofit corporations with a high concentration of these audits in Maine and Vermont. Our unique and innovative approach allows us to build client relationships based on a shared understanding of your entire organization and its needs. We take the time to get to know our clients, making the audit report an important part of organizational education and improvement. Selecting RHR Smith & Company as your independent auditing firm gives you access to talented, experienced professionals who will meet all of your audit and accounting needs and become valuable resources to the Addison Central School District.

We look forward to continuing our relationship with the Addison Central School District and providing consistent auditing and governmental financial advice as we have in the past.

Please do not hesitate to call if you have any questions about this proposal and our services. I can be reached at the office in Buxton at (800) 300-7708. We welcome the opportunity to meet with you and your staff.

Very Best,

A handwritten signature in blue ink, appearing to read "Ron", is placed above the printed name of the sender.

Ronald H.R. Smith, CPA, CFE
Managing Partner

TECHNICAL PROPOSAL

History

The firm of RHR Smith & Company, Certified Public Accountants was formed by Ronald H.R. Smith in 1997. Since August of 2001, Ronald has been the sole shareholder of the Company. It is a Maine based firm headquartered in Buxton and holds its license to practice in the states of Maine, Vermont, and Massachusetts. Together, Ronald H.R. Smith CPA, CFE, and his staff have over 200 years combined experience providing professional accounting, auditing, computer consulting, and other internal control and financial services.

Organizational Size and Structure

The firm is a professional corporation. Audit opinions are prepared and issued by Ronald H.R. Smith, CPA, CFE, Christina M. Smith, CPA, Miranda MacDonald, CPA, MBA, RTSBA, Michael B. Nadeau, CPA, CMA, MBA, SFO, and Jordan Nelle, CPA. Professional accounting and auditing experience are provided by a staff of 36 accountants. All of our accountants are dedicated solely to our governmental auditing practice which makes us able to handle not only audit matters but the complex accounting or industry matters which may need to be understood during the relationship. We are comprised of auditors, former government finance directors, former government school business managers, and other former seasoned government fiscal leaders. These 36 individuals pride and commit themselves to the governmental industry. The firm also has a dedicated tax practice comprised of 2 professionals to provide tax consultation, tax preparation, tax advice in all areas of taxation, and tax accounting service.

Service Capabilities

The firm specializes in the areas of governmental and nonprofit accounting and auditing. Within this field, the following services are provided:

- Reporting on financial statements in three capacities:
 - Audit
 - Review
 - Compilation
- Compliance auditing to meet federal and state requirements.
- Preparation of financial statements.
- Accounting system design.
- Internal control system design.
- Electronic data processing system study, including assistance in implementation.
- Assistance in budgeting procedures, forecasts, and cash flow analysis.
- Tax and bond anticipation requests including lease and bargain purchase financing.
- IRS Section 125 plan design and implementation.
- Assistance and preparation of GFOA Comprehensive Annual Financial Report.
- Other non-attest accounting and consulting services.
- Free client training workshops.

TECHNICAL PROPOSAL

Firm Experience

RHR Smith & Company conducts over 400 audits for government and nonprofit clients. All audit work is overseen by the Managing Partner, Ronald H.R. Smith, CPA, CFE.

We assist three of our clients in preparing CAFR reports, and one of our CPA's serves on the CAFR review team.

A list of all our governmental clients is included in this document.

Continuing Education

All continuing professional education requirements have been met or exceeded with respect to standards set forth by the American Institute of Certified Public Accountants and the U.S. Government Accountability Office, and State of Maine Board of Accountancy. The Engagement Partner is responsible for ensuring that all personnel assigned to the Town's audit have the experience and qualifications necessary to complete all audit tasks accurately and efficiently.

Quality Control

As a member requirement of the American Institute of Certified Public Accountants, the firm is enrolled in the Peer Review Program. Under this program, our firm is required to be audited every three years by another firm of similar size that is independent of our firm. Our quality control reviews include reviews of specific government engagements. Our most recent quality control review was performed in 2021 for the year ended September 30, 2020 and is included in this document on page 4.

Peer Review documents are made available for public access on the AICPA website. The firm of RHR Smith & Company also maintains a very structured internal quality control system designed to meet the standards of the American Institute of Certified Public Accountants.

Desk Reviews

The firm has had no federal or state desk reviews or field reviews of its audits during the past three years. None of the employees of the firm are or have been, the subject of disciplinary action taken or pending with state regulatory bodies or professional organizations.

RHR Smith & Company
Certified Public Accountants

TECHNICAL PROPOSAL

D.E. Rodrigues & Company, Inc.

Certified Public Accountants

215 Pleasant St. Fl. 4 – PO Box 3634
Fall River, Massachusetts 02722

Tel: (508)679-6079 (508)999-0020
Fax: (508)672-4938

Report on the Firm's System of Quality Control

To RHR Smith & Company, CPAs and the Peer Review Committee of New England Peer Review:

We have reviewed the system of quality control for the accounting and auditing practice of RHR Smith & Company, CPAs (the Firm) in effect for the year ended September 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included audit engagements performed under Government Auditing Standards including compliance audits under the Single Audit Act. As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Deficiency Identified in the Firm's System of Quality Control

We noted the following deficiency during our review:

1. The Firm's quality control policies and procedures with respect to engagement performance do not provide reasonable assurance that the Firm adequately performs and documents governmental audit engagements in accordance with professional standards. Consequently, on engagements performed under government auditing standards we noted that the firm's documentation incorrectly identified engagements as being low risk. On one engagement reviewed, not enough testing was done to satisfy the low risk rating. In our opinion, this matter contributed to the governmental audit engagement not being performed in accordance with professional standards in all material respects.

Opinion

In our opinion, except for the deficiency previously described, the system of quality control for the accounting and auditing practice of RHR Smith & Company, CPAs in effect for the year ended September 30, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. RHR Smith & Company, CPAs has received a peer review rating of *pass with deficiency*.

D.E. Rodrigues & Company, Inc.

May 27, 2021

Where Your Financial Success Begins

Member: American Institute of Certified Public Accountants - Division for Firms
Web: WWW.Rodriguesaccounting.com Email: Doug@rodriguesaccounting.com

TECHNICAL PROPOSAL

Independence and Quality Assurance

Our firm adheres to the most rigid standards, including those of the U.S. Government Accountability Office, in ensuring independence and avoiding any real or apparent conflict of interest. We have policies outlining detailed processes for making determinations regarding independence and conduct extensive training in making those determinations. Staff reviews all firm engagements periodically to evaluate the potential for conflict and provides statements regarding any prior or current relationships with clients.

As to this engagement, we are independent of the Addison Central School District. No professional relationship exists between our firm and employees or agencies affiliated with the Addison Central School District.

The Engagement Partner is responsible for ensuring that all staff assigned to the School's audit have the experience and qualifications necessary to complete all audit tasks accurately and efficiently.

Contracted Services

Only employees of RHR Smith & Company will be assigned to work on the Addison Central School District audit. We do not utilize any contracted services at this time.

Licensing

The firm is registered in the State of Vermont under license number 092.0000697; its Managing Partner, Ronald H.R. Smith, CPA, CFE, is licensed in Vermont, and all personnel is duly authorized to practice in the State of Vermont according to applicable state statutes. Attached at the end of this proposal, you will find a copy of the firm's Occupational License.

Our firm employs five Certified Public Accountants, and three Master's level accountants. License numbers are provided for each CPA assigned to this audit team as part of their biographical information.

Professional Organizations

All professional personnel are members of the American Institute of Certified Public Accountants, and the Maine Society of Certified Public Accountants. Ronald, H.R. Smith, CPA, CFE, is also a member of the Association of Certified Fraud Examiners.

Audit Record Retention

All working papers and reports are retained for a minimum of five years after the end of each audit unless notified in writing by a cognizant agency to extend the retention period. Working papers will be made available, upon request from the District or its designee or the General Accounting Office, at the completion of the audit.

TECHNICAL PROPOSAL

Audit Team

The following table shows the audit team selected for the Addison Central School District, along with their respective roles.

NAME	TITLE	ROLE & RESPONSIBILITY
Ronald H.R. Smith, CPA, CFE	Managing Partner	<i>Engagement Partner:</i> Oversees audit including all work papers and audit documents, attends entrance and exit conferences and other client meetings as needed.
<i>Ron has been an auditor for over 30 years. He is the engagement partner for all audits and also manages many audits.</i>		
Miranda L. MacDonald, CPA, MBA, RTSBA	Audit Manager	<i>Audit Manager:</i> Implements work plan, supervises and reviews field work, coordinates with the client, conducts a test of controls.
<i>Miranda has 16 years of governmental accounting, with expertise in audit, budget and financial management.</i>		
Jordan E. Nellé, CPA	Quality Reviewer	<i>Quality Reviewer:</i> Supports the functions of the Quality Control Division; reviews workpapers and prepares financial statements for compliance with professional and Firm standards.
<i>Jordan has 12 years of experience in governmental auditing with specific expertise in general ledger, account reconciliation and budget analysis.</i>		
John Boulay	Audit Manager	<i>Audit Manager:</i> Implements work plan, supervises, and reviews field work, coordinates with the client, conducts a test of controls.
<i>John has four years of accounting experience with specific expertise in participating in the auditing of governmental clients.</i>		

Audit Team resumes are located on pages 7 through 10.

Staff Reassignment

At RHR Smith & Company, we are proud of the experience and longevity of our employees and take our commitment to audit quality and continuity seriously. We rarely find it necessary to reassign team members during an engagement. If we conduct your audit for several years, we may change members of the audit team to ensure independence and quality control. Any staff changes made during an audit are discussed with client management and should be approved in writing by the client.

TECHNICAL PROPOSAL

Ronald H.R. Smith, CPA, CFE
North Yarmouth, Maine
Managing Partner

SUMMARY

Over thirty years of public accounting experience. Specific expertise in the auditing, computer consulting, internal control testing, and other numerous financial tasks of governmental and nonprofit clients.

PROFESSIONAL HISTORY

1997 – Present	Managing Partner, RHR Smith & Company, Certified Public Accountants, Buxton, Maine
1989 – 1997	Senior Audit and Accounting Manager with Ron L. Beaulieu & Company, Certified Public Accountants, Portland, Maine

EDUCATION

1988, B.S. degree in Accounting, Saint Joseph's College, Standish, Maine

CONTINUING EDUCATION

All continuing professional education requirements have been met or exceeded with respect to standards set forth by the American Institute of Certified Public Accountants and the Government Accounting Office and State of Maine Board of Accountancy.

LICENSE

Certified Public Accountant - State of Maine Certificate Number CP 2285
Certified Public Accountant - State of Vermont Certificate Number 001.0002033
Certified Fraud Examiner - Credential Number 158186

PROFESSIONAL ASSOCIATIONS

- Member of the Maine Society of Certified Public Accountants
- Member of the American Institute of Certified Public Accountants
- Member of the Association of Certified Fraud Examiners
- Member of the GAO Yellow Book Council

TECHNICAL PROPOSAL

Miranda MacDonald
South Burlington, Vermont
Audit Manager

SUMMARY

Sixteen years of governmental accounting. Specific expertise in audit, budget and financial management, internal control testing, accounting and other financial processes related to the needs of governmental and nonprofit clients.

PROFESSIONAL HISTORY

2018 – Present	Audit Manager, RHR Smith & Company, CPA's, Buxton, Maine
2014 – 2018	Accounting Manager, Burlington School District, Burlington, Vermont
2012 – 2013	Director of Finance, Bonham Independent School Districts, Bonham, Texas
2008 – 2012	Accounting Supervisor, Irving Independent School District, Irving, Texas
2003 – 2007	Staff Accountant, Rockwall Independent School District, Rockwall, Texas

EDUCATION

2008, MBA, University of Texas, Dallas, Texas
2003, B.S. degree in Business & Accounting, Texas Tech University, Lubbock, Texas

CONTINUING EDUCATION

All continuing professional education requirements have been met with respect to standards set forth by the American Institute of Certified Public Accountants and the Government Accounting Office, and State of Maine Board of Accountancy.

LICENSE

Certified Public Accountant - State of Texas Certificate Number 093519

PROFESSIONAL ASSOCIATIONS

- Registered Texas School Business Administration (RTSBA)
- Vermont Association of School Business Officials (VASBO)
- Texas Association of School Business Officials (TASBO)

TECHNICAL PROPOSAL

Jordan E. Nellé, CPA
Hinesburg, Vermont
Quality Reviewer

SUMMARY

Over twelve years of experience as a financial professional with a focus on governmental accounting. Specific expertise in general ledger, account reconciliation & budget analysis, month and year end close procedures, internal controls, municipal auditing and financial reporting. Experienced with Microsoft Great Plains, Tyler Munis and NEMRC accounting software.

PROFESSIONAL HISTORY

2019 – Present	Quality Reviewer, RHR Smith & Company, CPA's, Buxton, Maine
2018 – 2019	Budget & Finance Director, Champlain Valley School District, Shelburne, Vermont
2012 – 2018	Senior Accountant/Controller, Green Mountain Transit, Burlington, Vermont
2010– 2012	Senior Accountant, Davis & Hodgdon Associates, CPAs, PLC, Williston, Vermont
2003 – 2015	Staff Accountant, Sullivan, Powers & Company, CPAs, Montpelier, Vermont

EDUCATION

Bachelor of Science Degree in Accounting, Champlain College, Burlington, Vermont

LICENSE

Certified Public Accountant (CPA) – State of Vermont

CONTINUING EDUCATION

All continuing professional education requirements have been met with respect to standards set forth by the American Institute of Certified Public Accountants and the Government Accounting Office, and State of Vermont Board of Accountancy and State of Florida Board of Accountancy.

PROFESSIONAL ASSOCIATIONS

Vermont Society of Certified Public Accountants (VTCPA)
American Institute of Certified Public Accountants (AICPA)

TECHNICAL PROPOSAL

John Boulay
Newport, VT
Audit Manager

SUMMARY

Four years of accounting experience. Specific expertise in participating in the auditing of governmental clients.

PROFESSIONAL HISTORY

2022 – Present Audit Manager, RHR Smith & Company, CPA's, Buxton, Maine

2019 – 2021 Staff Auditor, RHR Smith & Company, CPA's, Buxton, Maine

EDUCATION

Spring 2019, Bachelor of Science Accounting and Business Administration, Lyndon State College, Lyndonville, Vermont

CONTINUING EDUCATION

All continuing professional education requirements have been met with respect to standards set forth by the American Institute of Certified Public Accountants and the Government Accounting Office, and State of Maine Board of Accountancy.

TECHNICAL PROPOSAL

References

We are experienced in performing audits for state and local governments under standards that include GAS (Yellow Book), and Single Audit Act (Uniform Guidance), and we understand the audit requirements of the states in which we practice. We currently audit and provide accounting services for many governments and governmental organizations in the State of Maine and the State of Vermont. Some of those similar to the Addison Central School District audit are listed below:

Andrew Lundeen, Business Manager
Lamoille South Unified Union School District
46 Copley Avenue, Morrisville, VT 05661
Audit of Financial Statements including Single Audit

P. (802) 888-4541

Nathan Lavery, Director of Finance
Burlington School District
150 Colchester Avenue, Burlington, VT 05401
Audit of Financial Statements including Single Audit

P. (802) 865-5332

Tisha Hankinson, Director of Finance
Kingdom East Unified Union School District
64 Campus Lane, Lyndon Center, VT 05850
Audit of Financial Statements including Single Audit

P. (802) 626-6100

TECHNICAL PROPOSAL

GOVERNMENT & GOVERNMENTAL AGENCIES

Acton, Town of	Chittenden Unit for Special Investigations
Andover, Town of	Claremont Housing Authority
Androscoggin County District Attorney	Clinton, Town of
Androscoggin County Jail	Concord Housing Authority
Androscoggin Valley Council of Governments	Cooper, Town of
Androscoggin, County of	Corinth, Town of
Appleton, Town of	Cornish, Town of
Arlington VT, Town of	County of Aroostook District Attorney
Aroostook, County of	County of Aroostook Jail
Augusta Housing Authority	County of Aroostook Unorganized Territories
Baldwin, Town of	County of Cumberland Jail Fund
Baring Plantation	County of Franklin
Bath, City of	County of Kennebec
Bellows Falls Village Corporation	County of Kennebec Unity Township
Bennington Housing Authority	County of Piscataquis
Berlin Housing Authority	County of Piscataquis Jail
Berwick, Town of	County of Piscataquis Unorganized Territories
Biddeford Housing Authority	County of Somerset Unorganized Territories
Blue Hill, Town of	Cumberland County District Attorney
Bowdoin, Town of	Cumberland, County of
Brandon, VT, Town of	Cutler, Town of
Bridgton, Town of	Damariscotta, Town of
Bristol VT, Town of	Denmark, Town of
Brooks, Town of	Derry Housing and Redevelopment Authority
Brownfield, Town of	Dexter, Town of
Brownington, Town of	Dixfield, Town of
Buckfield, Town of	Dover-Foxcroft, Town of
Bucksport, Town of	Drew Plantation
Burnham, Town of	Eastern Slope Airport Authority
Bustins Island Village Corporation	Easton, Town of
Buxton, Town of	Eastport Non-Profit Housing Corporation
Byron, Town of	Eliot, Town of
Calais VT, Town of	Ellsworth, City of
Camden, Town of	Fair Haven, VT, Town of
Canton, Town of	Fairfield, Town of
Carmel, Town of	Farmington, Town of
Carrabassett Valley, Town of	Ferrisburgh, VT, Town of
Casco Bay Island Transit District	Forks Plantation
Casco, Town of	Franklin County Unorganized Territories
Castleton VT, Town of	Freedom, Town of
Caswell, Town of	Fryeburg, Town of
Central Aroostook County Emergency Medical Services	Gardiner, City of
Chebeague Island, Town of	Gray, Town of
Chelsea, Town of	Green Mountain Transit
Cherryfield, Town of	Greene, Town of
Chester, VT, Town of	Guilford, Town of
Chesterville, Town of	Harpswell, Town of

TECHNICAL PROPOSAL

GOVERNMENT & GOVERNMENTAL AGENCIES

(continued)

Harrington, Town of
Harrison, Town of
Hartford, Town of
Hebron, Town of
Hiram, Town of
Hollis, Town of
Houlton, Town of
Housing Authority of Fort Fairfield
Hubbardton, VT, Town of
Huntington VT, Town of
Industry, Town of
Isle La Motte, VT, Town of
Jackman, Town of
Jay, Town of
Johnson, VT, Town of
Jonesboro, Town of
Kennebec Valley Council of Governments
Kennebunk, Town of
Killington, VT, Town of
Kittery, Town of
Laconia Housing & Redevelopment Authority
Lebanon Housing Authority NH
Lebanon, Town of
Leeds ME, Town of
Lewiston Housing Authority
Lewiston-Auburn Water Pollution Control Authority
Lewiston, City of
Limerick, Town of
Limington, Town of
Lincoln - Unorganized Territories, County of
Lincoln Plantation
Lincoln, County of
Lisbon, Town of
Livermore Falls, Town of
Livermore, Town of
Lovell, Town of
Ludlow, Town of
Ludlow, Village of
Lunenburg, Town of
Madison, Town of
Maine County Commissioners Association
Maine Indian Tribal-State Commission
Maine Port Authority
Mariaville, Town of
Mattawamkeag, Town of
Mechanic Falls, Town of
Meddybemps, Town of

Mercer, Town of
Merrill, Town of
Midcoast Council of Governments
Milbridge, Town of
Milford, Town of
Millinocket, Town of
Monson, Town of
Montpelier Housing Authority
Montpelier, VT, City of
Morrill, Town of
Mount Ascutney Regional Commission
Mount Holly, Town of
Mount Vernon, Town of
New Haven, VT, Town of
New Sharon, Town of
Newfield, Town of
Newmarket Housing Authority
Newry, Town of
Norridgewock, Town of
North Berwick, Town of
North Yarmouth, Town of
Northeastern Vermont Development Association
Oakfield, Town of
Ogunquit, Town of
Old Orchard Beach, Town of
Oxford Unorganized Territories, County of
Oxford, County of
Oxford, Town of
Palermo, Town of
Paris, Town of
Phillips, Town of
Pittsfield, Town of
Pleasant Point Housing Authority
Plymouth, VT, Town of
Poland, Town of
Porter, Town of
Presque Isle Housing Authority
Presque Isle Industrial Council
Presque Isle, City of
Putney, VT, Town of
Rangeley, Town of
Raymond, Town of
Readfield, Town of
Richford, VT, Town of
Richmond VT, Town of
Rockingham, VT, Town of
Rome, Town of

RHR Smith & Company
Certified Public Accountants

TECHNICAL PROPOSAL

GOVERNMENT & GOVERNMENTAL AGENCIES

(continued)

Royalton Fire District	Vergennes, City of
Rumford, Town of	Vernon, VT, Town of
Sabattus, Town of	Victory, VT, Town of
Salem Housing Authority	Vinalhaven, Town of
Sandy River Plantation	Wade, Town of
Sanford Housing Authority	Waldoboro, Town of
Sangerville, Town of	Warren, Town of
Shapleigh, Town of	Washburn, Town of
Shelburne VT, Town of	Washington County Council of Governments
Sheldon VT, Town of	Waterboro, Town of
Shrewsbury, Town of	Waterford, Town of
Sidney, Town of	Wayne, Town of
Smyrna, Town of	Weathersfield VT, Town of
Somerset, County of	Wells Emergency Medical Services
South Burlington, VT, City of	Wells National Estuarine Research RMA
Southern Aroostook EMS Authority	Wells, ME, Town of
Springfield Housing Authority	Wells, VT, Town of
St. Johnsbury School District	Whitefield, Town of
Starks, Town of	Whitneyville, Town of
State of Maine, UT Education and Services Fund	Willimantic, Town of
Steuben, Town of	Wilton, Town of
Stockbridge, VT, Town of	Windham Regional Commission
Stonington, Town of	Winn, Town of
Stow, Town of	Winooski, VT, City of
Strong, Town of	Wolcott, VT, Town of
Sweden, Town of	Woodstock, Town of
Thomaston, Town of	Woodville, Town of
Turner, Town of	York County District Attorney
Two Bridges Regional Jail Authority	York, County of
Two Rivers-Ottawaquechee Regional Commission	
Union, Town of	
Upper Valley Lake Sunapee Regional Planning Commission	
Van Buren Housing Authority	

SCHOOL DISTRICTS & DEPARTMENTS

Acton School, Town of	Lake Region Elementary Middle School District
Addison Central School District	Lake Region Union High School
Addison Northwest School District	Lamoille South Unified Union School District
Appleton School, Town of	Lewiston School, City of
Arlington School District	Limestone Community School
Barre Unified Union School District	Lisbon School, Town of
Barstow Unified Union School District	Ludlow Mt. Holly Unified Union School District
Bellows Falls Union High School #27	Maine School Administrative District 8
Bennington Rutland Supervisory Union	Maine School Administrative District No. 27
Brighton Town School District	Marlboro School District
Burlington School District	Mettawee School District
Byron School Unit	Milford School, Town of
Canaan School District	Mill River Unified Union School District

RHR Smith & Company
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TECHNICAL PROPOSAL

SCHOOL DISTRICTS & DEPARTMENTS *(continued)*

Carrabassett Valley School, Town of	Millinocket School Department, Town of
Caswell School, Town of	Missisquoi Valley School District
Central Vermont Career Center	Morgan Town School District
Champlain Valley School District	Mount Abraham Unified School District
Charleston School District	Mount Anthony Union School District #14
Chebeague Island School District	Mount Mansfield Unified Union School District
Cherryfield School, Town of	Mt. Ascutney School District
Cutler School, Town of	Mt. Blue Regional School District
Derby School District	NEK Choice School District
Easton School, Town of	Newport Town School District
Ellsworth School, City of	North Bennington Graded School District
Enosburgh - Richford Unified Union School District	North Country Supervisory Union
Essex North Supervisory Union	North Country Union High School
Essex Westford School District	Northern Mountain Valley School District
Fairfax Town School District	Orleans Central Supervisory Union
First Branch Unified District	Otter Valley Unified Union School District
Five Towns Community School District	Patricia A Hannaford Regional Technical School District
Fletcher Town School District	Pittsfield School District
Foundation of the University at Presque Isle	Quarry Valley Unified School District
Franklin Northeast Supervisory Union	Region 10 Technical High School
Franklin West Supervisory Union	Region 2 School of Applied Technology

NON PROFIT ORGANIZATIONS

Belgrade Lakes Association	Manchester Community Library
Bennington County Habitat for Humanity	Mark and Emily Turner Memorial Library Charitable Trust
Calais Methodist Home, Inc.	Mechanic Falls Development Commission
Chittenden Children's Advocacy Center	Mercer Shaw Library
Coastal Counties Workforce, Inc.	Morningview, LLC
Cobscook Community Learning Center	Northern Maine Development Commission
Community Regional Charter School	Old Orchard Beach Free Public Library Association, Inc
Eastern Maine Development Corporation	Parent Child Center of Rutland County
Eastern Trail Management District	Piscataquis County Economic Development Council
Grand Chapter of Maine, Order of the Eastern Star	Portland Ballet
Greater Falls Regional Service Center	Putney Mountain Association
Greater Franklin Development Council	River Valley Healthy Communities Coalition
Greater Sebago Education Alliance	Rural Community Action Ministry
Home Counselors, Inc.	Sacopee Rescue, Inc.
Kennebunkport Conservation Trust	Schoodic Arts for All
Mahoosuc Land Trust	Sheepscot Regional Education Program
Maine Arts Academy	
Maine Connections Academy	
Maine Family Resource Center	
Maine Huts & Trails	
Maine Mobile Health Program	

RHR Smith & Company
Certified Public Accountants

TECHNICAL PROPOSAL

TRIBAL GOVERNMENTS

Aquinnah Wampanoag Tribal Housing Authority
Penobscot Indian Nation

Penobscot Indian Nation Enterprises
Pleasant Point Passamaquoddy Tribal Council

FOR PROFIT

Cross Insurance Arena

Vacationland Estates Resort

UTILITIES

Addison County Solid Waste Management District
Alfred Water District
Auburn Sewerage District
Auburn Water District
Berwick Sewer District
Canton Water District
Carrabassett Valley Sanitary District
Central Penobscot Solid Waste
Chittenden Solid Waste District
Dixfield Sewer, Town of
Dixfield Water, Town of
Farmington Sewer, Town of
Grand Isle Consolidated Water District
Harrison Water District
Jay Village Water District
Kennebec Valley Regional Waste Corporation
Kittery Wastewater, Town of
Limerick Water & Sewer
Lisbon Water, Town of
Livermore Falls Sewerage Treatment

Livermore Falls Water District
Monson Utilities District
Mount Blue Standard Water District
North Berwick Sanitary District
North Jay Water District
Northeast Kingdom Waste Management District
Pittsfield Sewer, Town of
Pittsfield Water, Town of
Rangeley Water District
Royalton Fire District
Rumford Water District
Sabattus Sanitary District & Water Division
South Berwick Wastewater
Stonington Sanitary District
Strong Water District
Topsham Sewer District
Tri-Town Transfer Station
Vassalboro Sanitary District
Wilton Wastewater Department, Town of
Wilton Water Department, Town of

TECHNICAL PROPOSAL

General Audit Approach

We believe the audit process should be an integral part of how an entity can achieve organizational improvement. An audit can reveal opportunities to improve internal processes and controls, enhance accuracy and efficiency, and increase understanding of the financial position of the entity.

Our technical approach is to use standard programs to direct and document the audit. Auditors use programs to determine the level of examination needed, guide conversations with management, document procedures and tests of controls and gather valuable information. All of our processes are customized, meaning our specific approach is unique to each client. This is a necessity when working with unique organizations of varying size, level of wealth and sophistication, the scope of public services and programs, staff experience and history.

We view our engagements as an ongoing professional relationship, and your auditor and other professionals at our firm will be available to assist with consultation, accounting and other services throughout the year.

Overall Technical Approach

The audit will employ techniques to provide evidence to substantiate the financial statement assertions. Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and banks. We will request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

The firm uses PPC audit programs to direct and document the audit. These programs are very extensive and are selected based on materiality factors. A list of some audit programs we typically use include:

- General Procedures
- Minutes, Contracts, Policies
- Cash
- Investments
- Revenue, Receivables, Notes Receivable and Receipts
- Expenditures for Goods and Services and Accounts Payable
- Payroll and Related Liabilities
- Inventories
- Property, Equipment, and Capital Expenditures
- Debt and Debt Service Expenditures
- Fund Equities
- Grants and Similar Programs
- Insurance and Self Insurance

Financial statements and schedules will be prepared from the School's internal financial statements as for each fiscal year end. The financial statements will be presented in accordance with generally accepted accounting principles. All required footnote disclosures will also be included.

TECHNICAL PROPOSAL

Sampling Technique

Audit sampling will be in accordance with the American Institute of Certified Public Accountants Audit and Accounting Guide-Audit Sampling. Audit sampling will be utilized where it will be the most efficient and effective audit tool in the circumstance.

Three phases of audit sampling will be performed: planning, selection and evaluation. The actual selection process will include random, systematic, and haphazard selection.

Scope of Work

Engagement Summary

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information when considered in relation to the basic financial statements taken as a whole. We will also perform and report on any other procedures necessary to comply with Government Auditing Standards (Yellow Book and Single Audit). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the requirements of the State of Vermont Department of Audit. It will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions.

Our audit will include obtaining an understanding of the entity and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with applicable laws and regulations and the provisions of contracts and agreements.

An audit is not designed to provide assurance on internal controls or legal and regulatory compliance or to identify deficiencies in those controls and compliance. However, during the audit, we will communicate to management and those charged with governance, internal control related matters that are required to be communicated under AICPA professional standards.

TECHNICAL PROPOSAL

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with applicable laws and regulations and the provisions of contracts and agreements. We use a risk-based approach to determine which laws and regulations to test, which includes the use of interactive audit software which allows us to design our field work and tests based on individual client structure, individual needs, and real-time information as we progress. This program's ability to adjust audit designs will indicate additional test work that may be needed based on the level of risk.

We will express an opinion on the fair presentation of the School's basic financial statements taken as a whole and supporting schedules, in conformity with generally accepted accounting principles and procedures applicable to governmental and nonprofit organizations.

In connection with the examination of the records and financial statements, we will review the system of internal control, operating procedures, and compliance with the budgetary and legal requirements by the Addison Central School District. The review of the internal controls will include an annual review of the related processing controls within the Addison Central School District's operations, to include developing an understanding of policies involving security, documentation, controls and data retention, and testing adherence to those policies. The approach we use includes staff interviews and completing and examining questionnaires.

The Engagement Partner, Audit Supervisor and Audit Manager are available to coordinate with Management regarding scheduling and planning the audit, understanding the control environment, and discussing any management issues that may arise during the audit. The Auditor will issue a letter to Management listing problem areas and suggested improvements. Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations.

TECHNICAL PROPOSAL

Engagement Outline

The engagement will include the following:

- Audit plans developed and reviewed with the Business Manager and / or appointed staff.
- Audits of the Addison Central School District's basic financial statements in accordance with Generally Accepted Auditing Standards (GAAS); requirements promulgated by the American Institute of Certified Public Accountants (AICPA), and the Government Auditing Standards Board (GASB); and standards contained in *Government Auditing Standards* issued by the general Accounting Office, the Single Audit Act Amendments of 1996 (if applicable), the provisions of the Uniform Guidance, *Audits of States, Local Governments and Nonprofit Organizations*, and related pronouncements regarding any Federal assistance awards.
- Audits of each fund of the school district; copies of final trial balance and adjusting entries will be provided for each fund to the Accounting Manager.
- Audit in compliance with Government Auditing Standards, the Single Audit Act, and the provisions of uniform guidance and its supplements (if applicable), and financial and compliance audits in accordance with grant programs.
- Entrance, exit and progress conferences.
- Preparation of financial statements and required supporting schedules. Draft statements will be submitted for review to the Business Manager, Director of Finance, and/or appointed staff.
- At the conclusion of the audit meet with District Officials and School Boards and/or appointed staff to discuss the results of the audit and review any findings and/or recommendations included in the Management Letters.

TECHNICAL PROPOSAL

Audit Schedule

- *Preliminary Work:* Preliminary audit work and audit planning will be conducted as soon as possible at a mutually agreed upon date, based on discussions with Management at an entrance conference conducted at the onset of the engagement.
- *Planning:* An audit plan will be provided at a progress conference with the key personnel before field work begins. The role of School officials in the audit will be discussed, and a list of schedules to be prepared by the staff of Addison Central School District will be provided.
- *Field Work:* Field work will be completed in a contiguous block of time (to the extent possible) and will commence as soon as possible after discussions with Management, between October 15th and December 15th.
- *Audit:* An entrance conference with the Business Manager and/or other designated personnel to commence year-end audit work will be conducted as soon as possible after the execution of the contract. School personnel will prepare trial balances and supplemental schedules by the first day of field work, and will make recommendations, revisions and suggestions on the draft reports within ten (10) business days of receiving them.
- *Meetings:* Meetings with Business Manager and/or appointed staff as needed before, during and after the audit, including presentation of the audit, including single audit, to the School Board in February of each contract year.
- *Audited Basic Financial Statement Package*
 - Draft set of financial statements and management letters will be delivered no later than January 31st in each contract year.
 - An electronic copy of the independent auditors' report and basic financial statements with all the above-mentioned reports, Provisions of Uniform Guidance and all reports required by Government Auditing Standards delivered following the acceptance of the draft, to each school district.
- *Management Letter*
 - A detailed letter listing items which go beyond the entity's internal control structure will be provided to each school district. Management letters deal with operational and administrative efficiencies and other items of perceived benefit to the Addison Central School District. A draft of the letter will be presented at the exit interview at the conclusion of the audit.

COST PROPOSAL

Estimate of Hours and All-Inclusive Maximum Fee

Staff	Rate	Preparation of Financial Statements	Audit of Financial Statements	Total Hours	Cost
Engagement Partner	\$150	4	4	8	\$1,200
Audit Managers	\$125	73	75	148	\$18,500
Quality Control	\$125	60	0	60	\$7,500
Staff Accountants	\$85	85	95	180	\$15,300
Total				396	\$42,500

ANNUAL FINANCIAL STATEMENT AUDIT PRICE WILL NOT EXCEED: \$42,500, broken down as follows:

Audit Year – June 30, 2023:	\$42,500
Audit Year – June 30, 2024:	\$42,500
Audit Year – June 30, 2025:	\$42,500
Audit Year – June 30, 2026:	\$42,500
Audit Year – June 30, 2027:	\$42,500

If required, Single Audit is included in the annual audit price.

Our price includes travel and all out of pocket expenses related to the audit, and all client communications related to the audit.

Other Services

Hourly rates for accounting services beyond the scope of the audit through non-attest engagements:

- Management Advisory and Consulting: \$125 to \$150 (Principal)
- Accounting Services: \$100 to \$125
- Fixed Assets: \$100

Hourly rates are based on the level of expertise required and are subject to change.

Invoicing

Progress bills are sent periodically as work progresses. The final bill will not be sent until the audit is complete and presentation has been made to the Addison Central School District.

Addison County Consortium

**ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT**

TRANSPORTATION CONTRACT PROPOSAL

Jun 13, 2023

Addison County Consortium

ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT

TRANSPORTATION AGREEMENT

TABLE OF CONTENTS

1. GENERAL CONDITIONS
2. TERMS
3. PERIOD of PERFORMANCE
4. CONTRACT
5. GUARANTEES
6. PAYMENTS
7. SAVINGS CLAUSE
8. SPECIFICATIONS

APPENDICES

- APPENDIX A - BASE PROGRAM CONTRACT
- APPENDIX D - CURRENT CONTRACTED SERVICES
- APPENDIX E - COMMITMENT TO FLEET ELECTRIFICATION
- APPENDIX F - SCHOOL DETAILS AND BELL TIMES

_____ Contractor Initials

1.0 GENERAL CONDITIONS

IN unison and cooperation, the school districts of Addison County, Vermont, known herein and henceforth as the Addison County Consortium do hereby agree to contract with Student Transportation of Vermont dba. Bet-Cha Transit to provide student transportation services in the Addison Central, Addison Northwest, and Mount Abraham school districts for a three-year (July 1, 2023 to June 30, 2026) period.

2.0 TERMS

"ACC" - Addison County Consortium. Representing the Addison Central, Addison Northwest, and Mount Abraham school districts along with their respective Boards of Education.

"Contractor" - Student Transportation of Vermont dba. Bet-Cha Transit

3.0 PERIOD of PERFORMANCE

3.1 PERIOD

This contract shall remain in effect for a period of three years and commence on July 1, 2023 until June 30, 2026.

3.2 TRANSPORTATION PROGRAM

The Contract will include home-to-school transportation, including special education, summer and extra-curricular services.

The program described herein covers various aspects of the transportation program operated by the ACC Districts. A description of current contracted services is included in Appendix "D".

The ACC also operates multiple Summer Programs which have varying time periods June/July/August for K- 9th grade students, for which transportation is provided to-and-from the designated locations, as well as certain extra-curricular trips during the days the program operates. A detailed description of summer transportation services will be provided annually to the contractor with as much advance notice as possible.

_____ Contractor Initials

3.2.2 For home-to-school and special education services, vehicle prices will be based upon the time that the vehicle is serving the Constituent District, from terminal to terminal in both the AM and PM. Should the Contractor's terminal be located outside the District limits, the prices shall be based upon the time that the vehicle crosses into or out of the District limits in the AM and PM. All full day buses shall be based on a four (4) hour day. The length of day shall be determined solely by the District. The ACC reserves the right to require documentation and verification on any run where the requested billing exceeds the route time as defined by the ACC. All routes must be operated in the most efficient manner possible. If the Contractor is utilizing multiple terminal locations within the County, the terminal closest to the beginning of the run must be used for billing purposes.

In the event that a bus is required to transport a District employee, such as a Monitor, and that employee requires a drop off location that adds additional time to the end of the run, that additional time will be considered "live time" and will be added to the regular run time.

Should a bus only be required for either an AM or PM run, payment shall be made for 75% of the base daily rate for that sized vehicle.

3.2.3 Special Runs: For special runs defined as those in service of field trips, athletics, extracurricular events, and late buses, the Contractor shall submit a rate per hour, and mile for field trips and athletics with a guaranteed minimum of two (2) hours. In the event that a field or sports trip is not canceled by the Constituent District with at least two (2) hours of notice provided to the Contractor, and if the Contractor can demonstrate to the satisfaction of the District that he/she incurred labor costs due to the late cancellation, then the District will pay the Contractor a cancellation fee of \$50.00.

For trips outside of the District limits, the Contractor shall submit a rate per hour and all trips shall be guaranteed a minimum of two (2) hours. All times that exceed the two hours shall be billed at the same hourly rate with charges rounded to the nearest half hour. Additionally, the Contractor shall submit a rate per mile which will be charged for all miles that exceed 15 miles per trip. Therefore, there would be no mileage charge for the first 15 miles. The mileage rate shall be in addition to the hourly rate.

In the event that the Contractor elects to "deadhead" a round trip special run route by:

- a. dropping students off and having the driver return with an empty bus, or
 - b. sending an empty bus out of the district to pick up students for a return-only trip,
- the ACC will not be held liable for any empty-bus driver time or deadhead mileage. For each special run, the Districts will be billed for only **one** outbound charge, **one** inbound charge, and **one** service charge. It is up to the Contractor to determine how best to structure the individual legs of each trip within this framework.

Buses can be used for any combination of in-School District and out-of-School District routes as determined by the Districts.

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3.2.4 If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the Districts and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the Districts prior to performing the service, the Districts reserve the right to determine the most appropriate method of reimbursing the Contractor.

These minimum guarantees may be modified for specialized routes, early dismissals, or exceptional circumstances as determined by the Districts. Prior to the initiation of any route, the Constituent District will notify the Contractor of the time allocation and approved payment basis for the route.

Support for any "excess billing" shall be supplied to the Constituent District as requested and included in the monthly invoice. Given the dynamic nature of transportation, as route changes occur, the payment basis for the route may increase or decrease. Contractor's billing must reflect these changes, and all such changes must be approved in advance and in writing by the District.

3.2.5 The school year for bid calculation usage will be based upon 176 days. The aggregate total cost of the three Contract years will be considered the Contract cost.

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Addison County Consortium

ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT

4.0 CONTRACT

4.1 This agreement has been received with the understanding that its acceptance, in writing, by the ACC, approved by the Boards of Education, shall constitute Contracts between the Contractor and the Districts. The Contracts shall bind the Contractor to furnish the labor and material required at the prices and in accordance with the conditions of his/her Bid.

4.2 If the Contractor fails to furnish service on the date of commencement of the Contracts, or should it default in meeting any obligation under said Contracts during the term of the Contracts or should the Contractor fail, or be delinquent (as determined by the ACC), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Contractor will be notified in writing by the ACC. If within (10) days after written notification by the ACC, the Contractor has not taken such measures, as will, in the sole and reasonable opinion of the ACC, insure the satisfactory progress and performance of the service, then the ACC shall have the right to declare the Contractor in default and in addition, to any other legal or equitable remedies available to it, the ACC, upon declaring the Contractor in default may upon written notice to the Contractor, take the following action:

4.3.1 Withhold any funds due the Contractor under this Contract and have the right of set-off, recoupment, and/or counterclaim against said funds for any claims for which the ACC might have against the Contractor.

4.3.2 Commence providing the services contracted with the Contractor, either directly, or through another Contractor.

The Contractor shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the ACC. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the Contractor, as well as Bid/RFP development fees, and attorney's fees incurred in Contracting with another party.

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- 4.4 It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of these Contracts or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the ACC. It is understood that a stock ownership change in the Contractor's firm (if a corporation) is considered a material change to the contracts and the ACC has the right to terminate the contracts at the end of the school year in which the stock ownership change occurs. The Contractor is required to inform the Districts in a timely manner, in writing, of any such ownership changes. Failure to comply with this provision may be considered a default of this contract by the Contractor and the Districts retain all rights to remedy this default as detailed in these specifications or as allowed under applicable laws and regulations.
- 4.5 The General Conditions, Specifications, and Addenda shall form a part of these Contracts and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contracts themselves.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and these Contracts shall be deemed to be inserted herein and these Contracts shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contracts shall forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 It is understood that the Contracts in no way excludes the ACC from using its own vehicles, or services provided by/through other Districts, agencies, or in any way limits the ACC from using other Contractors in performing similar or other services.
- 4.9 The ACC may terminate these Contracts any time by a notice in writing from the Districts to the Contractor. If the Contracts are terminated by the Constituent Districts as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.
- 4.10 No action or failure to act on the part of the ACC to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the ACC is entitled, nor shall such action or failure to act on the part of the ACC 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 hereunder, except as may be specifically agreed in writing.

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4.11 In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Contractor is required to draw such matter to the attention of the ACC Superintendents or their designees.

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Addison County Consortium

ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT

5.0 GUARANTEES BY THE CONTRACTOR

5.1 The ACC may at any time by a written order, require the performance of such extra transportation services or changes in the transportation services as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra transportation services as ordered shall be determined by the applicable prices, set forth in the Contracts. The ACC shall not be liable for any extra transportation services or increased compensation unless authorized in advance by the ACC's written order.

The Contractor should note that information about the current routes is included in Appendix "D" and a good faith estimate of required services for the July 1, 2023-June 30, 2026 school year, and the summer of 2023, has been provided in Appendix "D". Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, ACC employee labor agreement changes, and traffic and construction demands. The Contractor guarantees that it will be able to accommodate a variety of changes over the life of the Contracts and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as needed.

5.2 All materials, supplies, services, and the quality of the materials, supplies, and services shall be subject to inspection, examination, and test by the Constituent Districts. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination, and tests shall be made by the Districts.

The Constituent Districts reserve the right to reject all materials, supplies, and services, and the quality of materials, supplies, and services that do not meet its standards.

5.3 The Contractor warrants and guarantees:

5.3.1 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.

5.3.2 That Contractor shall procure and maintain solely at its own expense Worker's Compensation and Vermont State Disability Insurance for all its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to

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the ACC Business Office no later than 30 days before the commencement of each year's service.

5.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as well as the Patient Protection and Affordable Care Act (PPACA), or any successor health care law, as to all of its employees while they are engaged in work under any Contract between the Contractor and the Constituent Districts.

5.3.4 That it will comply with the United States Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on ACC premises, and all other Federal, State, or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

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

5.3.6 The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination based on race, color, creed, religion, national origin, political affiliation, sex, sexual orientation, age, marital status, military status, veteran status, disability or domestic violence victim status or other status protected by law.

5.3.7 The Contractor will cause the foregoing provisions to be inserted in all sub-Contracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the noted provisions shall not apply to Contracts or subContracts for standard commercial supplies or raw materials.

5.3.8 That Contractor will comply solely at its own expense with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the Constituent Districts. In particular, the ACC requires that bus drivers be required to submit to a drug/alcohol test if an accident occurs that results in any person being transported to a hospital, or if

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a vehicle is required to be towed, or if there is \$1,000 or more in estimated damages. This requirement is for the protection of the ACC, the Contractor, and the Driver.

5.3.9 The Contractor will comply with all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the ACC.

5.3.10 Contractor shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students, and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Bid.

5.3.11 In the performance of these contracts, Contractor is an independent contractor, the ACC being interested only in having the bus transportation services performed. For all purposes of these contracts, all bus drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the ACC, unless otherwise specifically designated by the ACC. In certain instances, the ACC may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses.

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Addison County Consortium

ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT

6.0 PAYMENTS

- 6.1 The acceptance by the Contractor of the final payment shall release the Districts of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Districts and others relating to or arising out of this work.
- 6.2 Payments of any claim shall not preclude the Districts from making claim for adjustment on any item found not to have been in accordance with Contract Documents.
- 6.3 The Districts may withhold from the Contractor so much of the payment due it as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The Districts 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.
- 6.4 The Contract awarded herein shall be contingent upon appropriation by the voters of funds sufficient to meet the Constituent Districts' operating costs, as budgeted for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the ACC, or if anticipated revenues of the Districts from Federal and State sources are reduced, the District reserves the right to cancel the Contract(s) upon thirty (30) calendar days written notice without further liability to the Contractor(s).
- 6.5 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. Districts and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format and supporting detail to meet the needs of the Districts, including a requirement for multiple copies of the invoices. At the ACC's option, an automated invoicing format may be developed, and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of the number of buses required, and or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional routes. The number of buses paid for are those buses that the District has

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approved for daily routes, special routes, or field and sports trips. No payment will be made for buses that are scheduled but fail to provide services due to mechanical problems, driver shortages, weather conditions, or similar operating issues that are deemed by the Districts to be within the control of the Contractor. All invoices for services rendered must be submitted within 30 days of the end of the month in which services were provided. Delayed billing is not acceptable and will not be honored by the ACC.

Fuel reconciliation and/or billing shall be submitted to the Districts on a monthly basis, or as required by the Districts.

The Contractor shall maintain records during the term of the Contract of the daily services provided to the ACC 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. As stated herein, length of day for each bus shall be determined by the District consistent with the route schedules and detail contained in these specifications.

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Addison County Consortium

ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT

7.0 SAVINGS CLAUSE

7.1 The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of these contracts shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by exercise of reasonable diligence it is unable to prevent.

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Addison County Consortium

ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT

8.0 SPECIFICATIONS

8.1 SCOPE

These specifications are intended to provide for school bus services for the safe transportation of students for the three districts in the Addison County Consortium (ACC). The July 1, 2023 - June 30, 2024 transportation programs of the Districts are defined and described at Appendix "A" annexed to these specifications.

It should be noted that the Transportation Program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests.

8.2 ADDISON COUNTY CONSORTIUM DISTRICT REPRESENTATIVES

The Superintendent or his/her designees from each district in the ACC will represent the Boards of Education in all matters pertaining to the performance of these Contracts.

8.3 BID BOND

The Contractor is required to furnish, at its expense, a Bid Bond or certified check payable to each of the three ACC Districts in the amount of ten percent (10%) of the calculated bid amount for each district.

The Bid Bond or certified check will be deposited with each respective District as a guarantee that the Contract will be signed and delivered by the Contractor, and in default thereof, the amount of such check or Bid Bond shall be retained for use of the Districts as liquidated damages on account of such default.

8.4 PERFORMANCE BOND

The Contractor shall furnish the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of each estimated annual contract to guarantee the faithful performance of the Contract. Such performance bonds shall be maintained in full force and effect until the Contracts have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Vermont, must be

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satisfactory to the Board. The performance bond shall be furnished to the District at least 15 days before the initiation of the contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of each District.

A determination on the acceptance of the Performance Bond ultimately rests solely with each District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

The Districts in the ACC will not accept a cash deposit in lieu of a Performance Bond.

8.5 INSURANCE

The Contractor shall provide the following insurance:

8.5.1 All insurance and bonds are to be issued not only upon the ratings requested herein but also only from companies licensed to do business in the State of Vermont. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Districts as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and Vermont State disability.

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

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

A combined single limit of bodily injury and property damage of \$5,000,000 per occurrence is required for owned, hired and borrowed and non-owned motor vehicles.

An additional insured endorsement is required and must be provided with a certificate of insurance. The ACC, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name each of the three Districts' Board of Education, and any of its respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

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

b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement using CG 2026 or equivalent naming the three Districts' Board of Education, and any of its respective public officials, agents and employees must be included. The decision to accept an alternative endorsement rests solely with the ACC. A Waiver of subrogation in favor of the additional insured must apply. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

c) \$9,000,000 umbrella or excess liability coverage is required. Must at least follow form over the Auto Liability, General Liability, and Employers Liability.

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

e) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Vermont State law. A waiver of subrogation in favor of the three District Boards of Education, and any of its respective public officials, agents and employees must be included.

f) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming each of the three District Boards of Education, 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. The commercial general liability policy must affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

8.5.3 The automobile liability insurance shall also cover any liability arising out of the use by the Contractor of hired or non-owned vehicles as might be used incident to the completion of the Contracts.

8.5.4 Said policy or policies shall be primary and noncontributory to any policies of insurance available to the three Districts in the ACC. The Contractor shall self-insure any applicable deductibles, and the Contractor shall also agree to indemnify the

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Districts for any applicable deductibles and self-insured retentions. The Districts and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

8.5.5 The limits outlined above are strictly minimum amounts. The ACC 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.

8.5.6 The Contractor shall deposit with the Districts satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual certificates of insurance evidencing insurance coverage shall be provided to the Districts no later than August 1st of each contract year, or June 15th of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Districts does not eliminate the mandate. Contractor acknowledges that failure to obtain such insurance on behalf of the ACC constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Districts. The contractor is to provide the Districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

8.5.7 The Contractor shall hold harmless, defend and indemnify the Districts from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract, including but not limited to claims brought against the Districts by third parties, employees of the Districts, or employees of the Contractor.

8.5.8 All insurance certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The ACC 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 Districts constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Districts.

8.5.9 In fulfilling the obligations of the Contracts, care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the Districts. 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.

8.5.10 The Contractor acknowledges that the procurement of such insurance as

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required herein is intended to benefit not only the Districts in the ACC but also the District's insurers.

8.6 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contracts by the three Districts in the ACC. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contracts may be examined at a mutually agreeable time by duly authorized representatives of the Districts, and all records shall be kept for a minimum of three (3) years following expiration of the Contracts. The Contractor shall also allow School District representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

8.7 TERM

The term of the Contract shall be for a three (3) year period, beginning 7/1/2023, and ending with the 2025- 2026 school year (June 30, 2026).

8.8 CONTRACTOR'S RESPONSIBILITIES

8.8.1 Personnel Matters: All transportation personnel shall be the responsibility of the Contractor and shall be Contractor's employees. All drivers, mechanics, and attendants/monitors 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 Commissioner of Education regulations, 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 and State Department of Transportation, State Education Department, and State Department of Motor Vehicles regulations, and Board of Education policy.

8.8.1.1 It is recognized that for the protection of the children, drivers, attendants/monitors, and all other personnel coming in contact with the children must be of stable personality and of the highest moral character. The School Districts place upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or be an attendant/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 be an attendant/monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract. All drivers and attendants/monitors must understand and speak English

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with proficiency.

8.8.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the Districts of the ACC, their Superintendents, or designees shall have the right to direct the removal of any person (driver, attendant/monitor, or office personnel) servicing this Contract for any reason. Said District's requirement to remove a person shall be provided in writing to the Contractor, stating the reason(s), and will not be in conflict with any law or regulation. The Districts have the right to require immediate removal of any person should conditions warrant as solely determined by the Districts.

Should drivers be utilized, who are not assigned to the three Districts of the ACC program on a regular basis, said driver(s) must be reported to the Districts prior to their providing services in the Districts. All drivers providing services to the Districts must be approved for service by the Superintendents of each District pursuant to State regulations. No drivers may be utilized "from another terminal" without the District's approval.

The Boards reserve the right, in the exercise of its sound discretion, to reject drivers or attendants/monitors, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers or attendants/monitors shall be removed from the routes immediately upon notice from the Boards to the Contractor. The Boards also reserve the right to directly employ certain attendants/monitors, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

8.8.1.3 A "Contract Manager (or similar function/title)" will be provided by the Contractor hereunder. Said supervisor must have complete authority over the operation of the Contractor's buses and must be dedicated to the three Districts of the ACC. This supervisor will be directly responsible for working with the Districts' supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the School Districts; provided, however, that all such routing and parent contacts are authorized by officials of the School Districts as designated by the School District's Superintendents, or designees. Said supervisor also shall be responsible for compliance by drivers with all School Districts transportation policies, all statistical studies and reports required by the School Districts, including those items necessary for State Aid purposes, and any reports on pupil load, driver and student discipline problems, and accident reports.

The Contract Manager shall meet with the Districts upon request but no less than twice per school year to review operations and to discuss service options or issues. The Districts reserve the right to interview and approve/disapprove of any

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person to be assigned to the Contract Manager position. Should a change in employment occur during the term of the contract, the Districts shall be notified, and the Districts reserve the right to interview and approve/disapprove of any candidate.

8.8.1.3.1 Said Contract Manager or his/her ACC approved designee(s), shall be available at the dispatching station during all hours that regularly scheduled morning, mid-day, and afternoon 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 Districts.

8.8.1.3.2 The Contract Manager must be located at the transportation facility servicing the Districts, is not required to be a full-time position, but must be readily available to meet the District's needs. This position is assumed to be administrative with responsibility to oversee this contract.

8.8.1.4 Dispatcher(s): A "Dispatcher" function shall exist within the terminal with said position staffed from one hour before to one-half hour after the AM and PM route operating times. The person serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services. The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the Districts until the last student is off the last bus and the Dispatcher notifies the Districts that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the Districts are notified.

The Contractor shall provide the District with emergency contact information for issues arising from after-hour runs, and on weekends. A Contractor representative must be accessible when District runs are scheduled to operate.

The Contractor must provide a cell phone for the terminal for use during any power outages. The cost of all phone services shall be the responsibility of the Contractor.

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

The Districts reserve the right to interview and approve/disapprove of any person to be assigned to the Dispatcher position. Should a change in employment occur during the term of the contract, the Districts shall be notified, and the Districts

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reserve the right to interview and approve/disapprove of any candidate.

8.8.1.5 Operations/Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the Districts through a safety supervisor. This position does not need to be full-time dedicated to the three Districts of the ACC but must be allocated sufficient time to reasonably perform training, road checks, and training of the staff members serving the Districts. It is expected and required that the Safety Supervisor allocate more time to the three Districts of the ACC operations when new and inexperienced drivers are being utilized, including supplemental training and road observations. The Operation/Safety Supervisor must submit written reports to the Districts, at least quarterly, on all driver training programs, including new hires and existing drivers.

8.8.1.6 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 Districts. It is the Contractor's responsibility to determine what additional employees may be required to meet the program needs.

8.8.1.7 All drivers and attendants/monitors provided by the Contractor pursuant to the Contract shall be properly dressed. The Contractor shall submit their proposed dress code to the Districts for their review and approval, with said approval not unreasonably withheld. These same employees shall be expected to maintain a positive attitude about their work and shall endeavor to represent the Contractor and the Districts of the ACC in a positive way.

8.8.1.8 The Contractor must comply with all State, Federal, and local laws and regulations, as well as the Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of attendants and monitors.

8.8.1.9 Each driver and each attendant/monitor performing services pursuant to the Contract shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of Vermont as well as training in recognition of child abuse in an educational setting and the reporting requirements. Any Contractor hereunder must comply particularly with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers and attendants/monitors. District Administrators or representatives reserve the right to attend any of these training meetings.

The Districts reserve the right to provide specialized training with the cost of said training borne by the Districts, with associated wages for the attendees paid by the Contractor. In particular, all drivers and monitors must attend and participate in Epi Pen training which will be provided by the District's nurse. In some instances, student needs may mandate more focused training of a driver or aide assigned to a student's bus. 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

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Contractor with the cost of said training borne by the Contractor.

During the term of the contract, the Districts may have students who require access to Epi-pen autoinjectors for emergency situations. The Districts will provide detailed training to the Contractor's drivers and attendants on the administration of the vital service, and the Districts strongly encourage the Contractor to facilitate this potentially life-saving effort. Pursuant to State regulations, the Contractor will be required to provide these services consistent with said regulations and related procedures. The Contractor shall follow Districts policies and procedures relative to safety training as defined in this section.

8.8.1.10 The physical examinations of drivers and attendants/monitors shall be at the driver's and the attendant's/monitor's expense or the Contractor's expense. All examinations are to be completed as required by regulations of the Commissioner of Education and the Commissioner of Motor Vehicles. All drivers and attendants/monitors 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 these Contracts.

Each driver or aide performing services pursuant to the Contracts must undergo the physical examinations and the reports thereof shall be transmitted to the District Superintendents, or designees, in writing on the forms prescribed by the Districts. The Districts reserve the right to have its doctor examine anyone providing service under this Contract with the cost of such examination at the District'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.

8.8.1.11 The Contractor shall submit to the Districts of the ACC, no later than one week prior to the first week of school for the Contracts, a list of the names and addresses of all regular and substitute drivers (including mechanics as drivers, clerical personnel as drivers, the Contract/Terminal Manager, any Assistant Terminal Manager, and any Dispatcher as a driver), and all regular and substitute attendants/monitors employed to provide the services required hereunder. Said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date and at the time such hiring, or termination takes place. Information on temporary drivers from other Contractor locations must be provided to the Districts prior to providing services to the Districts.

Completed driver and attendant/monitor application forms are to be submitted to the Districts, in a file, along with a certification that the Contractor's Terminal Manager has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a criminal background check, provided the applicant with at least

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three (3) hours of school bus safety instruction including one (1) hour of actual bus driving, and conducted a personal interview.

8.8.1.12 The Contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers shall not be less than two (2) per District. These drivers cannot be used for any other purpose without the prior express permission of the Districts.

8.8.1.13 The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use, and operation of the emergency door(s), fire extinguisher(s), first aid equipment, and windows as well as roof hatches as means of escape in case of accident. Upon request, the Contractor will provide the Districts with attendance sheets verifying each driver's attendance at the instructional program as well as a copy of any instructional plans and materials.

8.8.1.14 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 written approval of the Districts. Additionally, prior to transporting students on their assigned routes, all drivers shall traverse ("dry route") their assigned routes until they become familiar with all stops and roads. The Contractor shall provide the Districts with a written certification of the date that each driver completed their dry runs.

Drivers are to pick-up/drop-off students only at the three Districts of the ACC designated bus stops. Courtesy bus stops are specifically forbidden without the prior approval of the Districts.

The Contractor, along with the respective driver and attendant/monitor will be responsible for the safety and supervision of the children transported under the Contract. To the extent that the Districts designate that a car seat must be utilized, an individual with the appropriate level of training and qualifications will be assigned to assist the child by placing the child in the seat and properly securing them consistent with the car seat design recommendations.

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

8.8.1.15 Students shall be discharged pursuant to District's policies. The Contractor shall be responsible for the safety of the students from the time the student enters the vehicle to the time that the student is properly discharged from the vehicle. No students who are younger than the second grade will be dropped off if no adult can be seen waiting to receive the student, and the child will be returned to school to wait for their parents in the respective office. During the course of the contract the Districts reserve the right to determine other age groups that require supervision

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when released. Should the age group change, the Districts will provide this notice to the Contractor in writing. If there is no one to meet the student at the bus stop, the student is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

8.8.1.16 No alcoholic beverages or intoxicants may be brought to or consumed upon any of the three Districts of the ACC 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, intoxicants, or prescription drugs. Additionally, neither weapons nor smoking/vaping are allowed on the buses or on school property. The Contractor is required to inform its employees of this provision. Alcoholic beverages may not be available or consumed at the bus terminal. The three Districts of the ACC have a "drug free zone" policy on school property.

8.8.1.17 Each driver and attendant/monitor will remain aboard his or her assigned bus at all times that pupils are aboard said bus and while waiting at the designated areas to disembark/embark pupils.

8.8.1.18 Under no circumstances, shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized in advance by the Districts, 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.

Under no circumstances shall a driver allow an unauthorized person to enter or ride the bus, including parents, unauthorized students, non-assigned employees, or children of the driver. The Districts are the sole authority to approve additional personnel to ride the bus.

Monitors assigned to buses for discipline purposes (non IEP) shall be required to safely move throughout the bus during the run, and not simply be located in one seat for the entire route. The intent of this mandate is to enhance the supervision of students. The Districts reserve the right to observe this relocation of the monitor using the video cameras, especially should student discipline or student observation issues arise on a bus. Failure of the monitor to follow this mandate could result in the District's request for the replacement of the monitor, and/or such other damages as defined herein.

8.8.1.19 The Contractor must provide a private telephone number, or cell phone number, to allow the Districts immediate and direct access to the bus terminal. The Contractor is required to provide a fax machine in the bus terminal and provide said number to the Districts. Additionally, the Contractor is required to have access to Internet communications and periodically check its e-mail address that the Contractor will supply to the School Districts.

8.8.1.20 The three Districts of the ACC reserve the right to require a change in the route assignment of a driver and an attendant/monitor should circumstances

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warrant due to the fact that the actions and conduct of bus drivers and attendants/monitors reflect upon the Districts as a whole. The Superintendents or his/her designees shall have the final authority in these matters.

8.8.1.21 The Contractor must supply a sufficient number of trained mechanics to meet the DOT inspection goals as detailed in these specifications. The Contractor is responsible for providing all necessary training to ensure that the maintenance staff is capable and efficient in the maintenance of the vehicles utilized under the terms of this Contract.

8.8.1.22 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 spreadsheet programs. In order to facilitate communications with the Districts in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 8.8.2, the terminal is required to have access to the GPS software. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

8.8.2 Vehicles:

8.8.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to meet adequately the needs of the three Districts of the ACC as solely determined by the Districts. All vehicles will have valid Vermont Department of Transportation 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, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to ensure that the spare vehicle can respond to an in-District vehicle need within 30 minutes. The spare vehicles must be operational and must be capable of performing services as detailed herein. Vehicles that are "out-of-operation" or are receiving maintenance services that make them unavailable for service, do not qualify as operating spare vehicles. The Districts reserve the right to establish a vehicle review system which will mandate that the Contractor provide specific information on the spare vehicles, including capacity, bus number, and vehicle identification number. Stand-by drivers must be available to operate these vehicles.

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Based on current vehicle usage and program requirements, the Districts have supplied information about program needs for this bid in Appendix A.

There shall be no buses used in the performance of this contract over ten (10) years old, and the average age of the buses in use must not exceed 5.5 years (including route and spare buses). Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the chassis year. For example, a 2020 model year bus would be considered four years old for the 2023-2024 school year. All buses added by the Contractor once the contract is started must be "new" at the time of addition to the fleet, with the exception of any buses designated as a spare vehicle only. Spare vehicles added to the fleet shall be no older than six (6) years and shall have less than 80,000 miles at the time of addition. The spare vehicles must be operational and must be capable of performing services as detailed herein. Vehicles that are "out-of-operation" or are receiving maintenance services that make them unavailable for service, do not qualify as operating spare vehicles. The average fleet age calculation would be performed at the beginning of each school year unless the Districts determined that the Contractor removed "newer" vehicles during the school year once the average age calculation was performed. Should this blatant violation of the contract occur, the Districts reserve the right to terminate the contract pursuant to the termination procedures as detailed herein. If unforeseen circumstances create supply side issues for the contractor that will prohibit compliance with this specification, the contractor shall submit a written waiver request to the Districts.

The Superintendents reserve the right to reject buses to be used under these contracts. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

8.8.2.1.1 Buses shall include the following features as a minimum:

All vehicles, including substitute/replacement vehicles, are to be equipped with digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 60 GB.

The responsibility for the installation and maintenance of this equipment shall be with the Contractor.

The use of this equipment shall be in conformance with the three Districts of the ACC policies. The Districts shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the end of the

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scheduled AM or PM run at the District's request, and access shall be furnished through internet communication or other media transfer mechanisms. Access to video output is of paramount importance to the Districts, and access is occasionally required as part of student discipline or criminal investigations. If camera equipment is not operational, in addition to the liquidated damages detailed in Section 8.16.11 of these specifications, the Districts reserve the right to assess the Contractor with the cost of any legal fees required due to the failure of the Contractor's camera equipment.

Four video cameras and sound recording equipment are required in each full-sized passenger bus (4 for 77 passengers AND 59 +2 Pos. W/C) and must be placed in consultation with the Districts with camera coverage shown to cover entryway, driver, middle and rear seats. The Districts envision a camera system similar to the Seon Trooper TH4 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by the Districts.

The Contractor shall have in place a camera maintenance program to ensure that cameras are operational in all active buses, including both video and audio recording. The maintenance program shall include a procedure for the testing of cameras and said procedure description shall be provided to the Districts. Upon request from the Districts, the Contractor shall immediately provide the District a copy of the camera maintenance log including details on camera tests. The Districts will strictly enforce the mandate to have operational cameras in all buses providing services pursuant to these contracts. No camera systems may exceed seven (7) years of age in order to ensure consistent and reliable operations.

8.8.2.1.2 "Child Check Mate" (or equivalent) child check system is to be installed on all vehicles dedicated to the three Districts of the ACC.

8.8.2.1.3 Two-way radios of at least 50-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of the three Districts of the ACC to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the Districts boundaries without an operating two-way means of communication. Certain areas of the Districts have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone) must be provided by the Contractor. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the Districts. These cellular or digital telephones shall be operated consistent with State laws.

8.8.2.1.4 When approved car seats and child safety/child restraint requirements are needed for specific students, they shall be provided by the Contractor at its

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expense. Any seats for special education and pre-kindergarten and kindergarten students must meet FMVSS 213, 302 Regulations and be approved in advance by the Districts.

8.8.2.1.5 Buses transporting students must be restricted to the transportation of student's grades K-12, and/or authorized personnel only. The Districts specifically prohibit the transport of any children (i.e. driver's preschool children), other than those attending any of the three Districts of the ACC. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required shall be the responsibility of the Contractor.

8.8.2.1.6 Fuel Type and Fleet Electrification: All 65+ passenger vehicles are to be diesel fueled **or electric** unless an exception is specifically approved in advance by the three Districts of the ACC.

8.8.2.1.7 Commitment to Electrification: Contractors will be required to submit a report detailing their plans and commitment to electrify fleet vehicles within the next five years. The Carrier shall submit an **annual** report to ACC detailing progress towards that goal including but not limited to 1.) number of electric buses added 2.) number of diesel buses replaced 3.) % of ACC electrified 4.) % of total fleet electrified. The Carrier agrees to work with ACC cooperatively to purchase electric buses if it is found that, by doing so, they gain any incentive or advantage that makes electrification financially viable.

8.8.2.1.8 All buses must meet industry standard drawstring tests.

8.8.2.1.9 The Districts require operating GPS services on all vehicles. All vehicles must be equipped with a Global Positioning System (GPS) system that will provide the Districts with access to the GPS data at the District's offices. The Contractor will provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features. The GPS system must be able to provide the Districts with specific times for house or school pick-up or drop off occurrences. Included in the GPS system would be the necessary software module(s). The Contractor would be responsible for providing this software to the Districts.

8.8.2.2 Full sized buses shall be a minimum of 65/66-student passenger capacity.

8.8.2.3 Special education vehicles must accommodate any "special" needs of students at the expense of the Contractor. This includes air conditioning if required by the student's Individual Educational Plan (IEP).

8.8.2.4 The Superintendents or his/her designees reserve the right to reject buses to be used under these Contracts. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

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8.8.2.5 Contractors are required to provide with their Bid, on Appendix “B”, the make, model, year, fuel type, and student seating capacity of each vehicle to be used in fulfilling these Contracts. The Districts of the ACC reserve the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and timely availability must be enclosed with the Bid. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Bid.

8.8.2.6 No later than 30 days from receipt but not later than August 15th, of each year of the Contracts, the Contractor shall submit to the Districts the then current copy of its Vermont State Department of Transportation (DOT) **Bus Inspection System Operator Profile** for the terminal(s) from which it is operating these Contracts. In addition to any accompanying correspondence from the Department of Transportation, the copy shall be of the State’s reporting period, April 1st to March 31st, and show the Defect Summary, the Preventative Codes Summary, and the Inspection Summary as well as any other Summary Reports that the Department of Transportation may provide in the future.

8.8.2.6.1 The Districts reserve the right to request periodically that the Contractor provide more current Profiles if the current Profile is not satisfactory to the Districts. They also reserve the right to request current and past Department of Transportation VN-029-OOS inspection report forms for vehicles in service to the Districts.

8.8.2.6.2 Profiles that are not acceptable and can subject the Contractor to a requirement for a corrective action plan, non-performance damages, or cancellation of these Contracts are those that are not in compliance with the Vermont Agency of Transportation of Motor Vehicles School Bus Inspection Program.

8.8.2.7 In order to assist in student and parent identification of vehicles, the Districts require that buses assigned to routes be maintained on those routes as much as possible. The buses must be equipped with visible signs designating either bus numbers, colors, or route numbers. In the event that a spare bus is utilized on a route, the signage on the spare bus must replicate the information for the regularly scheduled bus. The Districts or the school buildings must be notified when a spare bus is assigned to a route.

8.8.2.8 All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits. Each bus must have an exterior bus washing at a minimum of once per month during the school year. Should the Contractor fail to meet the monthly washing mandate, the Districts reserve the right to contract with an outside service and charge the cost to the account of the Contractor with the right of offset to any outstanding invoices. The Contractor shall be responsible for cleaning or eradication of any infestations or contaminations as required by the

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Districts or such other regulatory authority.

8.8.3 Facilities:

8.8.3.1 It shall be the responsibility of the Contractor to provide adequate repair, maintenance and parking for vehicles in the operation of the Contracts. The "Park Out" of buses overnight is acceptable given the **prior authorization and approval from the Districts**. Consideration will also be given to park-outs during the day; however, the Contractor must submit to the Districts a detailed program for driver observation and vehicle security that meets the approval of the Districts. The approval of said detailed program shall be the sole responsibility of the Districts.

8.8.3.2 The Contractor shall provide the exact location of the maintenance facilities that will be utilized to park and repair/maintain vehicles in use for the three Districts in the ACC. The Districts reserve the right to inspect the facilities to determine its adequacy.

8.8.4 Fuel:

The Contractor shall provide at their own expense all vehicle fuels (electricity, diesel and regular grade gasoline) used to fulfill requirements detailed in the Bid. The Districts shall not provide fuel of any type or fuel storage in any amount to support these contracts. Additionally, the Contractor is responsible for paying all local, state and federal taxes on fuels used in connection with this contract.

The Contractor shall plan on a fuel (diesel and regular gasoline) price of \$5.00 per US Gallon (inclusive of all taxes) and a fleet average of eight (8) miles per gallon (MPG). These values shall be used to calculate monthly fuel surcharges due the Contractor and fuel credits due the Districts. The Contractor shall calculate monthly fuel use and submit a separate surcharge or credit invoice with monthly transportation invoices. Surcharge and credit calculation shall equal the product of total fleet miles divided by eight(8) MPG times the difference between \$5.00 per US Gallon and monthly average fuel price for New England found on the US Energy Administration website:

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

listing monthly retail diesel and regular grade gasoline fuel prices.

Fuel surcharge payments due to the Contractor shall be invoiced monthly with transportation invoices and paid according to the contract terms. Fuel credits due to the ACC Districts shall be invoiced by the Contractor with monthly transportation invoices. Credits shall be subtracted from the monthly invoice amount.

Miles traveled will be calculated using computerized routing software to generate a report of the total daily garage-to-garage mileage for each route, if the contractor's

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facility is located within the ACC Districts limits. Should the contractor's facility be located outside of these limits, the miles traveled will be calculated from the vehicle's entry point into the District's limits, and exit point out of the District's limits. The routes will be revised only in the case of a significant change in the route, but not for minor changes, (e.g. a route which usually has three schools on it will not be redone on a day when one of the schools is not in session).

8.8.5 Tolls, Parking Fees, and Meal Reimbursements:

The cost of tolls and parking fees incurred by the Contractor for Field and Sports Trips will be reimbursed by the Districts upon presentation of approved receipts. The Districts reserve the right to bundle reimbursement requests to monthly disbursement for ease of processing. Tolls for any "deadhead" miles will not be reimbursed unless the cost of tolls is incurred through a "drop and pick" structure of a Field or Sports Trip.

8.8.6 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 Districts. Should the Districts approve advertising on or in the vehicles providing services pursuant to these contracts, the Districts shall receive 60% of the net profits from the advertising as verified by an independent accounting firm.

8.8.7 Public Relations:

The Contractor will cooperate with the Districts in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program, can be brought to the attention of the public.

8.9 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The three Districts of the ACC Boards of Education, through the Superintendents, reserve 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 or roadside (except special education students who may have specialized loading requirements), or at designated locations identified by the Districts. At no time are pupils to be transported off the public highways, except in compliance with the specific direction of the Districts.

8.10 ROUTE SCHEDULING

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8.10.1 Route scheduling will be performed by the Contractor with the help and cooperation of the Districts when needed. The Districts reserve the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Contractor, or any driver, without permission of the Districts. Periodically, the Districts may request the assistance of the Contractor to evaluate or revise certain routes.

All routes shall be consistent with District Policies and practice, and they shall be designed to maximize efficiency and minimize costs to the Districts. The routing information provided to the Districts by the Contractor shall include, but not be limited to, ridership lists by bus, grade, and school; driver directions; and route maps. Route information shall be provided in a timely fashion. The Contractor shall be responsible for notifying parents/families during the summer of any new or changed services. As a part of the Contractor's responsibility for routing, parent inquiries are to be directed to the Contractor, and the Contractor shall be responsible for efficiently handling all parent inquiries consistent with the requirements and policies of the Districts.

In order to evaluate the effectiveness of the routes, the Districts require that the Contractor perform a ridership audit (count) every day for the first week of the school year, and three additional weeks during the school year on a schedule determined by the District (fall, winter, spring). The forms for the count, and the reporting of the data, shall be suggested by the Contractor and must be approved by the Districts.

The Contractor is required to provide an industry accepted routing software program such as Versatrans. The Versatrans software is preferred, however, an alternative system which is equal to or better in the sole judgment of the Districts, will be considered. The Districts will be provided a full license, including full/unlimited access as opposed to "read only" access. Additionally, the Districts shall be provided the option of having remote access to the program. All student data is the property of the Districts, and any information contained in the software relative to confidential student information, including but not limited to special needs students, must be held in the strictest confidence consistent with District policies, State and Federal laws and regulations, and industry best practices.

8.10.2 The three Districts of the ACC also reserve the right to notify the Contractor of changes of the starting and dismissal time of a school or schools, and services required by such changes shall be without incremental charges except those consistent with the pricing schedule detailed herein.

8.10.3 Both parties to the Contract agree to cooperate in revising the routes specified herein to improve service, operating efficiencies or economy. No route changes or bus stop locations are to be made by the Contractor without the prior written permission of the Districts.

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No routes are to be doubled by the Contractor without the prior approval of the Districts. All routes shall schedule the same driver in the morning and in the afternoon unless the Districts in the ACC approve a change. Drivers may not leave their designated daily routes to perform field or sports trips. Prior to the beginning of each year and each summer session, the Contractor will provide a route schematic for each route that includes the assigned driver's name and bus number. This information is to be updated whenever permanent driver and/or bus changes are made.

8.10.4 Students shall be delivered to their respective schools before the start of school, and vehicles must be at their designated parking areas before the end of school. Arrival and departure times may be modified by the Districts.

To determine the beginning of the length of the afternoon route, the schedule shall begin at the time the bus is scheduled to be at the first school building to pick-up students.

8.10.5 The number of days for which transportation will be required during the regular school year will be governed by the actual school calendar as adopted by the three Districts of the ACC Boards of Education including the calendars of all other schools for which the Districts are responsible for furnishing transportation.

When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Superintendents declare 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, unless the student's attendance at the non-public school, and such transportation, is required under the student's IEP. The list of mandated legal holidays is contained in Chapter 7 of the Vermont Legislature General Provision and is reflected in the three Districts of the ACC's calendars. However, if school is in session, transportation must be provided on Election Day and President's Day (Washington's and Lincoln's Birthday celebration).

8.10.6 It is understood that on those days that the three Districts of the ACC schools are closed and other locations to which Districts are transported are open, the Contractor may be required to furnish any required transportation to those locations. Transportation to special education locations will follow the official calendar of these locations. It is the responsibility of the Contractor to secure the calendars, to be knowledgeable of the start/end school day times, and the drop-off/pick-up locations of the public schools as well as the special education and homeless student instructional locations.

8.10.7 Each bus used under this Contract will display the proper route designation when on scheduled routes or trips. The route designations will be securely attached to vehicles in locations approved by the Transportation Supervisor or his/her designee.

_____ Contractor Initials

8.10.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the three Districts of the ACC.

8.10.9 SCHEDULE VARIATIONS

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

8.10.9.1 The three Districts of the ACC early dismissals when required.

8.10.9.2 Early dismissals as per calendars provided by the Districts, including during the month of September and late activity schedules as per published schedule

8.10.9.3 Comparable transportation from all non-public schools covered by these Contracts on days when the Districts have other than regular dismissals

8.10.9.4 Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.

8.10.9.5 Comparable transportation for special education locations on days when the Districts are closed for any reason and the special education locations are open.

8.10.9.6 Dismissal as required during January and June examination weeks in the high schools.

8.10.9.7 Dismissals as required during June examination week at the middle and the elementary schools of the three Districts of the ACC as well as any and all non-public schools to which transportation is provided under these Contracts.

8.10.9.8 Summer transportation as required by the individual student programs.

8.10.9.9 The Contractor will provide updated route data, mileage and other additional information deemed necessary by the Districts.

8.10.10 TRIAL RUNS

At a time established by the three Districts of the ACC within two (2) weeks prior to the first day of service under these Contracts, each regular driver will make at least

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one (1) trial a.m. and p.m. route to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to perform regularly to schedule and to serve the pupils safely, and the Contractor shall advise the Districts of the same. **Contractor must provide written verification of this trial route process to the Districts no later than September 1st of each Contract year. Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and challenges. Trial runs must be operated by the driver using their actual assigned vehicle, or a vehicle with similar capacity and features. Operating trial runs using a personal auto is not acceptable.** The cost of providing these mandated trial routes shall be at no additional charge to the three Districts of the ACC and no billing for these routes shall occur.

8.11 OPERATING MATTERS

8.11.1 The three Districts of the ACC Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Districts as set out in the present written policies and rules of the Districts, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Districts. The Districts policies are available on their websites at:

<https://www.acsdvt.org/>

<https://www.anwsd.org/board-policies-procedures.php>

[Policies and Procedures – Policies and Procedures – Mount Abraham Unified School District \(mausd.org\)](#)

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

Upon request from the Districts, the Contractor will provide the Districts with attendance sheets verifying each driver's attendance at the instructional program as well as a copy of any instructional plans and materials.

8.11.3 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction 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. Drills shall also include instruction in safe boarding and exiting procedures with specific emphasis on when and how to

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approach, board, disembark, and move away from the bus after disembarking. Each drill shall emphasize specific hazards encountered by children during snow, ice, rain, and other inclement weather including, but not limited to, poor driver visibility, reduced vehicular control, and reduced hearing. All such drills shall include instruction in the importance of orderly conduct by all school bus passengers with specific emphasis given to student discipline rules and regulations promulgated by the Districts.

Such drills shall be held at such times and in such fashion as may be required by law or regulation. The Contractor shall, when requested, provide buses and drivers for student emergency bus safety drill instruction, according to State Education Department regulations, as well as new student bus safety orientation held in late summer or early fall. Such services shall be provided at no additional cost to the Districts.

8.11.4.1 Emergency Closings: The Contractor will be required to consult with the Superintendents or his/her designees, during times of inclement weather, 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 Superintendents or his/her designees. 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 Districts.

Should the Districts 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 Districts of the ACC.

8.11.4.2 The Carrier shall, in the event of any Governmental Emergency Declaration that results in an immediate and sustained loss of more than 25% of the ACC routes being canceled, agree to the development and implementation of a contingency plan including the negotiation of a reduced fee schedule for the duration of the emergency declaration.

8.11.4.2.a "Sustained" as used here is defined as any period of time greater than 30 days.

8.11.4.2.b Any government relief funding or grant received by the Contractor shall, wherever possible, be applied towards offsetting any potential losses due to the aforementioned fee reductions.

8.11.5 Contractor's Monthly Reports: The Contractor shall deliver its written report

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of operations on a monthly basis to the Districts. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and bus aide training programs, driver and bus aide discipline matters and related documentation, and other items related to the performance of the Contract. The Contractor and the District shall meet prior to the beginning of school to finalize the information to be contained on this report.

8.11.6 Accidents: In addition to monthly reports, in the event of any accident involving the operation of a school bus, the District's designated liaison must be notified immediately. Any written reports which may be necessary will be completed by the Contractor within twenty-four (24) hours and police reports within 5 days. Contractor must also comply with all Federal, State, and/or District regulations or policies relative to accident reporting, investigations, and reviews. The Districts reserve the right to actively participate in any accident review of a vehicle in which its students are being transported.

The Districts reserve the right to have a driver involved in what it deems a preventable accident removed from service to the District and complete an approved retraining program prior to returning to service. The cost of the retaining, including any cost for the continuation of the driver on the Contractor's payroll during this non-driving time, shall be borne by the Contractor.

8.11.7 Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving District students, the Contractor shall immediately notify the individual school building, and the District's liaison, in the manner as prescribed by District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the Districts. Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the Districts during the term of these contracts. It is of paramount importance that drivers and bus aides maintain good order on the school buses. Drivers and/or bus aides may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification (approval) of any driver or aide who fails to do so. Any cost or salary reimbursement for attendance by drivers or aides shall be borne by the Contractor.

8.11.8 Student Counts: A student count is required at least two times per school year. The Districts will provide the Contractor with the schedule for these student counts. The Contractor will provide whatever assistance is requested to assist the Districts in the compilation of this data.

8.11.9 Non-District Students: Subject to Law and Commissioner's Regulations, only those children, adults or other person(s) authorized by the three Districts in the ACC to be transported shall be transported under these Contracts. The Contractor

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shall agree to secure the prior written approval of the Districts before agreeing to undertake the transportation of pupils for other districts, schools, or individuals in conjunction with the trips specified in these Contracts, and to furnish the Districts with copies of each such related Contract with another school, district, or individual for such transportation. The Districts reserve the right to assign students from other districts to buses/routes. Should such assignment result in increased route time as defined herein, the Contractor shall be compensated upon the approval of the Districts, according to the prices submitted in this Bid. **The Contractor agrees to cooperate fully with the three Districts in the ACC's policy of cooperative transportation with other districts, schools and agencies.**

8.11.10 Rights to Property: As a condition of these Contracts, the Contractor agrees to allow the three Districts in the ACC Administrative personnel or their authorized representative(s) on any leased or owned property connected with the service provided to the Districts for the purpose of inspection or transportation program review at any time. Furthermore, it is agreed that if it is deemed necessary by the Districts, due to inadequate service or poor performance, dispatch or management personnel may be supplied by the Districts to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage terminal available for inspection of equipment by District personnel.

8.11.11 The three Districts of the ACC Property: In fulfilling the obligations of the Contracts, care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the Districts. 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.

8.12 COMPLIANCE REQUIREMENTS

8.12.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the three Districts of the ACC require any person, organization, group or other entity with which it Contracts, sub-Contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully with Title IX.

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

8.12.2 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND

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SECTION 504 OF THE REHABILITATION ACT OF 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the three Districts of the ACC require that any person, organization, group, or other entity with which it Contracts, sub-Contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully.

8.13 TERMINATION OF CONTRACT BY BOARDS

The three Districts of the ACC may terminate the Contract any time by notice in writing from their respective Boards to the Contractor, because of the lack of appropriate funding to operate the transportation program.

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

8.14 CONTRACTOR'S DEFAULT

If, at any time during the term of these Contracts, the Contractor, in the sole discretion of the ACC; (a) has failed to provide the level of services required under these Contracts; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under these Contracts other than as provided herein; (i) fails to provide the insurance required in these Contracts; (j) fails to provide the Performance Bond required by these Contracts; or (k) fails to comply with any other term or condition contained in these Contracts, the Boards shall have the right to terminate the Contracts upon written notice to the Contractor.

The above remedies are in addition to any other remedies the Boards of the three Districts in the ACC may have.

In the event of cancellation of these Contracts and the necessity to proposal or otherwise negotiate any new contracts for transportation service with another contractor, the Contractor will be responsible for indemnifying the Boards and the Districts for costs incurred in obtaining new contracts including any and all increase in costs for transportation service for the duration of the term of the original Contracts, irrespective of the Performance Bond.

In addition, in the event that the buses contracted for herein are unavailable for service,

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the Contractor shall be considered in default and the Districts shall be free to contract with any other person or company for bus service. In addition, one-day cessation of bus services shall constitute a default of the Contract. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the Districts as soon as such information becomes known to it, and the Districts shall be free to make interim arrangements for bus service. The Contractor shall obtain temporary interim service and shall compensate the Districts 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 Districts 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.

In all cases where the Contractor ceases service for one or more school days, the Districts 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 these Contracts to the Districts shall so specifically state.

8.15 CONTRACT

The Contractor shall be required to execute Contracts on the appropriate form furnished by the Commissioner of Education which shall contain such additional provisions as are contained in the Contract Documents. The Contracts shall be subject to the approval of the Boards of Education for each of the three Districts and the Commissioner of Education. A copy of each Contract is available for inspection at the School Business Offices. These Contracts shall contain a default provision for all obligations of Contractor contained in the Bid submission, Certifications, General Conditions, Specifications, and said Contracts. The Contractor, upon failure or refusal to execute and deliver the Contracts, or such bonds or insurance as required by the Contracts, within twenty-one days, after it has received notice of the acceptance of its Bid, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with its bond.

The Contracts shall be governed by and under the laws of the State of Vermont. In the event that a dispute arises between the parties, the venue for the resolution of such dispute shall be in a Vermont State Court of competent jurisdiction, sitting in the County of Addison, State of Vermont.

8.16 NON-PERFORMANCE DAMAGES

The Districts have included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Districts and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School Districts will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Districts may assess damages against the Contractor, to be

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paid as liquidated damages and not as a penalty or forfeiture. In addition, the Districts will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the Districts will notify the Contractor via email or in writing of the infraction and 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. Whenever possible, the Contractor will be provided with an opportunity to cure the infraction. Determinations as to cause, and as to a reasonable time to cure, will be made solely by the Districts.

In view of the difficulty the three Districts in the ACC will suffer by reason of default on the part of the Contractor, the Contractor, through their voluntary submission of their bid, hereby stipulates that the following sums shall be deemed liquidated damages and enforceable for breach of these Contracts:

8.16.1 If at any time the Contractor does not provide the required number of buses, drivers or aides necessary under these Contracts, the Districts may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus liquidated damages of \$100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contracts, 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.

8.16.1.2 Route Cancellation Summary Reports for all ACC routes shall be prepared monthly by the Contractor and delivered to each ACC Business Manager. These reports shall list all canceled routes by driver name and route location as well as the days missed.

8.16.1.3 Any single route cancellation lasting more than five consecutive days shall be subject to an additional \$100 for each missed day.

8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the Districts shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$100.00 per vehicle as liquidated damages.

8.16.3 If the Contractor utilizes vehicles in service to the Districts that do not meet the requirements stated in Section 8.8.2 of these specifications, the Districts shall deduct from the monthly payment the sum of \$100.00 per day as liquidated damages for each vehicle operating in violation of the vehicle requirements.

8.16.4 These Contracts envision a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Districts,

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the Districts reserve the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the Districts reserve the right to deduct \$100.00 from the monthly payment as liquidated damages for each such occurrence.

8.16.5 The Districts consider the presence of the Terminal Manager, or his/her ACC Districts approved designee, at the dispatching station during regularly scheduled morning, mid-day, and afternoon hours critically necessary for the Contractor to meet his oversight responsibility. If the Terminal Manager, or his/her approved designee, is not present during these time periods, the Districts shall have the right to deduct \$100.00 as liquidated damages for each operating time period (morning operation, mid-day operation, and/or afternoon operation), or fraction thereof, the Terminal Manager or his/her approved designee is not present. The damage assessment shall not be imposed if the Terminal Manager or his/her designee has to leave the dispatching station for an accident or some other transportation emergency.

8.16.6 If at any time the Contractor uses a driver in the performance of these Contracts who has not been approved by the Superintendents for the specific school year and/or does not meet the requirements of the State of Vermont or of these Contracts, Districts reserve the right to deduct \$200.00 per day as liquidated damages, plus the cost of the route operated by the non-approved driver from the monthly billing for service for each driver so employed.

8.16.7 Because the completion of Trial Routes is necessary to ensure that each driver is familiar with the area travel by his/her route, the location of the route's bus stops, helps to identify any need for any route modification(s), and helps to establish the smooth start-up of the transportation program, the failure to complete a Trial Route at the time and in the manner required by these specifications is considered a critical failure to meet the specifications of these Contracts. For each time period (morning route, mid-day route, afternoon route) for which a Trial Route is not completed, the Districts reserve the right to deduct liquidated damages of \$100.00 from the monthly payment to the Contractor.

8.16.8 A reliable transportation system is important to meet the educational requirements of the students and the Districts. To this end, students must be picked up in the AM and delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM, or PM, the Districts reserve the right to deduct liquidated damages of \$100.00 per day from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up or drop-off (weather, traffic, etc.), the damages will not be assessed.

8.16.9 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Districts shall have the right to secure such other transportation as may be necessary and charge the cost of the same to the account of the Contractor. There will be no payment to Contractor for days no service is

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provided, and the Contractor is responsible for any incremental financial liability to the Districts.

8.16.10 The Districts require that all buses that are utilized in the performance of these Contracts have **operating and active** two-way radios. All vehicles that transport children outside of the radio coverage shall be equipped with cellular or digital telephones or cellular two-way radios at no additional cost to the Districts. There will be no payment to the Contractor for days when a vehicle is used without operating radios, and a \$200.00 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.

8.16.11 The District requires that all buses have operable digital cameras. \$250 per day per bus liquidated damage may be assessed for any bus that violates this mandate. The Contractor is required to provide the District with video output within 1 hour of the end of the scheduled AM or PM run of the District's request. If the video output is not provided in a timely fashion, the Contractor will be assessed liquidated damages of \$100 per day for each day that the video submission is delayed.

A similar liquidated damage assessment of \$250 per day per bus shall be assessed for any bus that is operated without the GPS capability. Included in this provision for GPS shall be any vehicle that is operated without the knowledge of the Districts and without the proper asset notification provided to the Districts.

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

8.16.13 Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the Districts duly inform 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 Districts for the trip, \$50 per missed trip liquidated damage deduction from any payments due to the Contractor under these Contracts, and a reimbursement to the Districts for any financial damages that the Districts 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 Districts will not be billed for the trip. This provision will apply should a driver perform a trip without adequate directions, or should the driver get lost during the performance of the run. Drivers are expected to perform the services for the Districts equipped with proper directions and trip

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details.

However, the Districts realize 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 Districts at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.

8.16.14 As noted in these Specifications, the Contractor and/or drivers are prohibited from changing any routes without prior District approval. If such unauthorized changes are made, the Districts reserve the right to withhold payment for any routes that are modified in an unauthorized fashion.

8.16.15 If the Contractor fails to meet any of the requirements stated in these specifications that is not previously addressed in this Section 8.18, the Contractor shall be liable to a deduction of \$300 per day as liquidated damages per failure from the monthly payment for each such occurrence.

8.16.16 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 School Districts to terminate these Contracts 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 Districts under these Contracts, in law and equity.

The Districts shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,000 in any school year. Should the assessment level be reached, the Districts reserve the right to assess all accumulated liquidated damages. During the term of any accumulation, the Districts will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

It is expressly understood by the Contractor that the Districts, by not exercising its rights, or by waiving any of the provisions of these contracts, or by exercising the provisions of these contracts 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.

8.17 ACTS NOT IN CONTROL OF CONTRACTOR: The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of these Contracts shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for

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any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

8.18 NO ASSIGNMENT BY CONTRACTOR: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of these Contracts or its right, title, or interest herein, or its power to execute such Contracts, or any part thereof to any person, company or corporation, without the prior written consent of the School Districts. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered a contract assignment under this provision.

8.19 INCORPORATION OF DOCUMENTS: All of the Proposal Documents listed in the Table of Contents to the Specifications and Proposal Forms, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of these Contracts and the provisions thereof shall be binding upon the parties hereto.

8.20 OTHER CONTRACTORS: It is the District in the ACC's desire and intention to award a contract to one Contractor. However, in order to meet the operating requirements of the School Districts, it is understood that these Contracts in no way excludes the School Districts from using their own vehicles, drivers, aides, or services provided by other School Districts. The School Districts may also use services from other contractors to meet the School District's needs.

8.21 NO WAIVER: No action or failure to act on the part of the School Districts to enforce its rights or remedies under these Contracts shall constitute a waiver of any right or remedy to which the School Districts are entitled, nor shall such action or failure to act on the part of the School Districts waive any duty on the part of the Contractor to perform under these Contracts 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.

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Addison County Consortium

ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT

9.0 SIGNATURES

Student Transportation of Vermont Representative

Date

Addison Central School District Board Chair

Date

Addison Northwest School District Board Chair

Date

Mount Abraham Unified School District Board Chair

Date

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Addison County Consortium

ADDISON CENTRAL SCHOOL DISTRICT
ADDISON NORTHWEST SCHOOL DISTRICT
MOUNT ABRAHAM UNIFIED SCHOOL DISTRICT

10.0 APPENDICES

- A. Base Program Contract (A1-3)**
- B. Current Contracted Services [Information for Contractor] (D1-3)**
- C. Commitment to Fleet Electrification (E)**
- D. Schools Detail and Bell Times [Information for Contractor] (F1-3)**

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APPENDIX A-1: ACSD BASE PROGRAM

Summary of Transportation Program

As part of the Addison County Consortium, the Addison Central School District is seeking transportation contractors to supply yellow school bus services for its home-to-school, including special education and extra-curricular needs, transportation program. The initial term of the Contract shall be July 1, 2023 until June 30, 2026.

All schools within the District provide pupil transportation for eligible public school education students attending K-5 programs at 7 area school buildings, 6-8 programs at Middlebury Union Middle School, and 9-12 programs at Middlebury Union High School. Bus routes are assigned by town with all students from that town riding the same bus(es) regardless of grade level. Buses from the rural towns (Ripton, Mountain, Weybridge, Cornwall, Salisbury, Shoreham, and Bridport) pick up and drop off at their respective elementary schools before continuing on to the central secondary schools in Middlebury. Buses in Middlebury pick up and drop off at the secondary schools first before proceeding to Mary Hogan Elementary. Afternoon routes mimic this pattern in reverse.

It is anticipated that bus drivers work up to 4 hours per day. Morning bell times are in the 7:30-8:00am range. Afternoon times fall in the 2:40-3:15 range but can vary based on various programs. There are periodic (monthly) early release days throughout the school year. The school year typically begins the last Wednesday in August and concludes by June 30 at the latest.

ACSD provides additional transportation information on its website at the following address:

<https://www.acsdvt.org/domain/1236>

ACSD requests pricing for the following 20 routes and ridership plus additional special services and extra curricular transportation services:

Town	Number of 77 Pass. Buses	Enrolled Elem.	Enrolled Sec.	Enrolled Total
Middlebury	5	374	426	800
Cornwall	2	93	104	197
Bridport	3	63	51	114
Ripton	1	46	35	81
Salisbury	2	65	91	156
Shoreham	3	75	81	156
Weybridge	2	43	43	86
Mountain* (Hancock, Granville, Rochester)	1	2	54	56
Special Education	1 (van with WC access)	tbd	tbd	tbd

COST BREAKDOWN FOR 19 REGULAR ROUTES

School Year	Cost Per Bus Route	Cost Extension (x19)	% Change	Additional Costs?
2023-2024	\$67760	\$1,287,440	4.6%	\$11500
2024-2025	\$70809	\$1,345,374	4.5%	\$12017
2025-2026	\$73995	\$1,405,916	4.5%	\$12558

COST BREAKDOWN FOR SPECIAL SERVICES ROUTES - (Center Point van would provide 1-2 students with transportation to Burlington, VT each day.)

School Year	Cost Per Special Services Van (day)	Cost Per Special Services Van (year)	Cost Per Center Point (or equivalent) Van (day)	Other Services Costs (day)
2023-2024	\$385	\$67,760	\$385	\$385
2024-2025	\$402	\$70,792	\$402	\$402
2025-2026	\$420	\$73,920	\$420	\$420

COST BREAKDOWN FOR EXTRA CURRICULAR SERVICES 77 Passenger Bus - (Field Trips, Athletics)

School Year	Rate Per Hour (2h minimum)	Cost Per Mile (After 15 miles)	Cancellation Charge	Other Charges?
2023-2024	\$60	\$0.95	\$50	\$14
2024-2025	\$62	\$0.99	\$55	\$14
2025-2026	\$65	\$1.03	\$60	\$14

_____ Contractor Initials

APPENDIX A-2: ANWSD BASE PROGRAM

Summary of Transportation Program

As part of the Addison County Consortium, the Addison Northwest School District is seeking transportation contractors to supply yellow school bus services for its home-to-school, including special education, vocational, and extra-curricular needs transportation programs. The initial term of the Contract shall be July 1, 2023 until June 30, 2028. Extensions are to be determined.

All schools within the District provide pupil transportation for eligible public school education students attending K-6 programs at 2 area school buildings, and 7-12 programs at Vergennes Union Middle/High School. Bus routes are assigned by town with all students from that town riding the same bus(es) regardless of grade level. Buses from the rural towns (Addison, Ferrisburgh, Panton, Vergennes, Waltham) pick up and drop off at their respective elementary schools before continuing on to the central secondary school in Vergennes. Buses in Vergennes pick up and drop off at the secondary schools first before proceeding to Vergennes Elementary. Afternoon routes mimic this pattern in reverse.

It is anticipated that bus drivers work up to 4 hours per day. Morning bell times are 8:00am for all three school locations. Afternoon times fall in the 2:55-3:05 range but can vary based on various programs. There are periodic (monthly) early release days throughout the school year. The school year typically begins the last Wednesday in August and concludes by June 30 at the latest.

ANWSD provides additional transportation information on its website at the following address:

<https://www.anwsd.org/>

ANWSD requests pricing for the following 10 routes and ridership, vocational transportation to and from the Patricia Hannaford Career Center, plus additional special services and extra curricular transportation services:

Town	Number of 77 Pass. Buses	Enrolled Elem.	Enrolled Sec.	Enrolled Total
Addison	2	87	58	145
Ferrisburgh	5	144	134	278
Panton/Waltham	1	58	62	120
Vergennes	2	167	142	309
Vocational to PAHCC	1	0	35-50	35-50
Special Education	1 (van with WC access)	tbd	tbd	tbd

_____ Contractor Initials

COST BREAKDOWN FOR 10 REGULAR ROUTES

School Year	Cost Per Bus Route	Cost Extension (x10)	% Change	Additional Costs?
2023-2024	\$64341	\$643410	14%	\$11500
2024-2025	\$70775	\$707750	10%	\$12017
2025-2026	\$77449	\$774490	9.4%	\$12558

COST BREAKDOWN FOR VOCATIONAL ROUTE

School Year	Cost Per Vocational Bus (day)	Cost Per Vocational Bus (year)
2023-2024	\$60 per hour/2 hr minimum	\$21120
2024-2025	\$62.70 per hour/2 hr minimum	\$22070
2025-2026	\$65.52 per hour/2 hr minimum	\$23063

COST BREAKDOWN FOR SPECIAL SERVICES ROUTES - This is the Special Services Van with Wheelchair access. We do not currently use this but need a price in case the service is needed in the future.

School Year	Cost Per Special Services Van (day)	Cost Per Special Services Van (year)
2023-2024	\$385	\$67760
2024-2025	\$402	\$70792
2025-2026	\$420	\$73920

COST BREAKDOWN FOR EXTRA CURRICULAR SERVICES 77 Passenger Bus - (Field Trips, Athletics, Other)

School Year	Rate Per Hour (2h minimum)	Cost Per Mile (After 15 miles)	Cancellation Charge	Other Charges?
2023-2024	\$60	\$0.95	\$50 Less than 2 hr notice	\$14
2024-2025	\$62	\$0.99	\$55 Less than 2 hr notice	\$14
2025-2026	\$65	\$1.03	\$60 Less than 2 hr notice	\$14

_____ Contractor Initials

ATTACHMENT A-3: MAUSD BASE PROGRAM

Summary of Transportation Program

As part of the Addison County Consortium, the Mount Abraham Unified School District (MAUSD) is seeking transportation contractors to supply yellow school bus services for its home-to-school, including special education and extra-curricular needs, transportation program. The initial term of the Contract shall be July 1, 2023 until June 30, 2028. Extensions are to be determined.

All schools within the District provide pupil transportation for eligible public school education students attending K-6 programs at 5 area school buildings, 7-8 programs at Mount Abraham Middle School, and 9-12 programs at Mount Abraham High School. Bus routes are assigned by town with all students from that town riding the same bus(es) regardless of grade level. Buses from the towns (Bristol, Monkton, New Haven, Starksboro) pick up and drop off at their respective elementary schools before continuing on to the central secondary schools in Bristol. Buses in Bristol pick up and drop off at the Elementary school first before proceeding to Mount Abraham Middle/High School. Afternoon routes mimic this pattern in reverse.

It is anticipated that bus drivers work up to 4 hours per day. Morning bell times are in the 7:55-8:15am range. Afternoon times fall in the 2:45-3:00 range but can vary based on various programs. There are periodic (monthly) early release days throughout the school year. The school year typically begins the last Wednesday in August and concludes by June 30 at the latest.

MAUSD provides additional transportation information on its website at the following address:

[Bus Routes – Transportation – Mount Abraham Unified School District \(mausd.org\)](https://mausd.org)

MAUSD requests pricing for the following 16 routes vocational transportation to and from the Patricia Hannaford Career Center, and ridership plus additional special services and extra curricular transportation services:

Town	Number of 77 Pass. Buses	Enrolled Elem.	Enrolled Sec.	Enrolled Total
Bristol	4	255	235	490
Monkton	4	128	111	239
New Haven	4	92	92	184
Starksboro	4	100	116	216
Vocational to PAHCC	1	-	35-50	35-50
Special Education	1 (van with WC access)	tbd	tbd	tbd

_____ Contractor Initials

COST BREAKDOWN FOR 16 REGULAR ROUTES

School Year	Cost Per Bus Route	Cost Extension (x16)	% Change	Additional Costs?
2023-2024	\$64,274	\$1,028,384	29.6%	\$11500
2024-2025	\$70,840	\$1,133,440	10.2%	\$12017
2025-2026	\$77,449	\$1,239,184	9.3%	\$12558

COST BREAKDOWN FOR VOCATIONAL ROUTE

School Year	Cost Per Vocational Bus (day)	Cost Per Vocational Bus (year)
2023-2024	\$60 per hour/2 hr minimum	\$21120
2024-2025	\$62.70 per hour/2 hr minimum	\$22070
2025-2026	\$65.52 per hour/2 hr minimum	\$23063

COST BREAKDOWN FOR SPECIAL SERVICES ROUTES - This is the Special Services Van with Wheelchair access. We do not currently use this but need a price in case the service is needed in the future.

School Year	Cost Per Special Services Van (day)	Cost Per Special Services Van (year)
2023-2024	\$385	\$67760
2024-2025	\$402	\$70792
2025-2026	\$420	\$73920

COST BREAKDOWN FOR EXTRA CURRICULAR SERVICES 77 Passenger Bus - (Field Trips, Athletics, Other)

School Year	Rate Per Hour (2h minimum)	Cost Per Mile (After 15 miles)	Cancellation Charge	Other Charges?
2023-2024	\$60	\$0.95	\$50 Less than 2 hr notice	\$14
2024-2025	\$62	\$0.99	\$55 Less than 2 hr notice	\$14
2025-2026	\$65	\$1.03	\$60 Less than 2 hr notice	\$14

_____ Contractor Initials

Appendix D-1 ACSD - Current Contracted Services

2018 - 2019 (19) Regular route buses \$764,932.00
 Special education van \$40,495.00
 Center Point \$40,495.00
 Special Services \$40,495.00

2019 - 2020 (19) Regular route buses \$818,477.00
 Special education van \$43,329.00
 Center Point \$43,329.00
 Special Services \$43,329.00

2020 - 2021 (19) Regular route buses \$908,509.00
 Special education van \$48,095.00
 Center Point \$48,095.00
 Special Services \$48,095.00

2021 - 2022 (19) Regular route buses \$1,044,786.00
 Special education van \$55,309.00
 Center Point \$55,309.00
 Special Services \$55,309.00

2022 - 2023 (19) Regular route buses \$1,231,269.00
 Special education van \$65,154.00
 Center Point \$65,154.00
 Special Services \$65,154.00

Extra Curricular Trips compensation will be paid at the following rates:

	Per Mile/Per Hour/Minimum		
2018-2019	\$2.25	\$25.75	\$45.00
2019-2020	\$2.30	\$26.50	\$45.50
2020-2021	\$2.35	\$27.25	\$46.00
2021-2022	\$2.40	\$28.00	\$46.50
2022-2023	\$2.45	\$28.75	\$46.50

_____ Contractor Initials

Appendix D-2 ANWSD - Current Contracted Services

2018 - 2019 (12) Regular route buses \$536,880.00
 Vocational Bus * \$225.00 per Day
 Special Services Van with Wheelchair \$338.57 per Day

2019 - 2020 (11) Regular route buses \$565,972.00
 Vocational Bus * \$235.00 per Day
 Special Services Van with Wheelchair \$372.00 per Day

2020 - 2021 (10) Regular route buses \$529,950.00
 Vocational Bus * \$240.00 per Day
 Special Services Van with Wheelchair \$383.00 per Day

2021 - 2022 (10) Regular route buses \$545,850.00
 Vocational Bus * \$245.00 per day
 Special Services Wheelchair Van \$385.00 per day

2022 - 2023 (10) Regular route buses \$564,410.00
 Vocational Bus * \$253.00 per Day
 Special Services Wheelchair Van \$398.00 per day

* Not to exceed 4.5 hours per day utilizing existing route bus

Extra Curricular, Athletics and Other Trips compensation are paid at the following rates:

	Per Mile/Per Hour/Minimum		
2018-2019	\$2.35	\$22.25	\$44.50
2019-2020	\$2.40	\$22.50	\$45.00
2020-2021	\$2.45	\$22.75	\$45.50
2021-2022	\$2.50	\$23.00	\$46.00
2022-2023	\$2.55	\$23.75	\$47.50

_____ Contractor Initials

Appendix D-3 MAUSD - Current Contracted Services

2018 - 2019 (16) Regular route buses \$685,725.00
Vocational Bus * \$220.00 per Day
Special Services Van with Wheelchair \$277.00 per Day

2019 - 2020 (16) Regular route buses \$706,297.00
Vocational Bus * \$226.00 per Day
Special Services Van with Wheelchair \$285.31 per Day

2020 - 2021 (16) Regular route buses \$727,485.00
Vocational Bus * \$233.00 per Day
Special Services Van with Wheelchair \$293.87 per Day

2021 - 2022 (16) Regular route buses \$749,310.00
Vocational Bus * \$240.00 per day
Special Services Wheelchair Van \$302.69 per day

2022 - 2023 (16) Regular route buses \$771,790.00
Vocational Bus * \$248.00 per Day
Special Services Wheelchair Van \$311.77 per day

* Not to exceed 4.5 hours per day utilizing existing route bus

Extra Curricular, Athletics and Other Trips compensation are paid at the following rates:

	Per Mile/Per Hour/Minimum		
2018-2019	\$2.15	\$22.00	\$85.00
2019-2020	\$2.21	\$22.66	\$87.55
2020-2021	\$2.28	\$23.34	\$90.18
2021-2022	\$2.35	\$24.04	\$92.89
2022-2023	\$2.42	\$24.76	\$95.68

_____ Contractor Initials

Appendix E: Commitment to Fleet Electrification [one copy per bid]

IN THAT electricity is, as of 2023, an available alternate fuel source for school buses AND the Addison County Consortium has, for the sake of student health and the reduction of fossil fuel emissions, identified an immediate and permanent interest in converting ALL school transport to electric vehicles as efficiently and as soon as possible, it is hereby required that ANY Contractor for the Contract does agree to and sign the following Commitment:

Commitment to Electrification

1. In the Bid - Contractors are required to submit a letter detailing the 5 year plan of the company to convert fleet vehicles to electric buses. The content of the letter shall be used in consideration of the Contract Award.
2. In Year 1 and Each of the Following Contract Years - Contractor will submit a progress report to the ACC detailing achievement towards the aforementioned plan.
3. During the Contract Period - Contractor agrees to work with ACC in any situation whereby the strategic partnership between Contractor and Districts allows electric vehicle purchases to become feasible or achievable as through the use of grant funds or other incentives.

As a Legal representative on behalf of _____, I hereby pledge to help support and
(company name)
uphold the Addison County Consortium's commitment to divest from fossil fuels.

Signed

Date

Contractor Initials

Appendix F-1: ACSD: School Details and Bell Times

School	Address	Morning Bell / AM Dropoff	Dismissal Bell/PM Pickup
Mary Hogan	201 Mary Hogan Drive Middlebury, VT 05753	8:00am	3:00pm
Ripton	PO Box 155, 753 Lincoln Road Ripton, VT 05766	7:45am	3:05pm
Salisbury	286 Kelly Cross Road Salisbury, VT 05769	7:40am	2:45pm
Bridport	3442 VT Route 22A Bridport, VT 05734	7:35am	3:40pm
Shoreham	130 School Road Shoreham, VT 05770	7:30am	2:45pm
Cornwall	112 School Road Cornwall, VT 05753	7:45am	2:50pm
Weybridge	210 Quaker Village Road Weybridge, VT 05753	7:45am	2:50pm

A. Secondary Schools

School	Address	Morning Bell	Dismissal Bell
Middlebury Union Middle School	48 Deerfield Lane Middlebury, VT 05753	7:55am	3:15pm
Middlebury Union High School	73 Charles Avenue Middlebury, VT 05753	7:50am	3:10pm

_____ Contractor Initials

Appendix F-2: ANWSD: School Details and Bell Times

B. Elementary Schools

School	Address	Morning Bell	Dismissal Bell
Ferrisburgh	56 Little Chicago Road Ferrisburgh, VT 05456	8:00am	3:05pm
Vergennes	43 East Street Vergennes, VT 05491	8:00am	3:05pm

C. Secondary Schools

School	Address	Morning Bell	Dismissal Bell
Vergennes Union Middle/High School	50 Monkton Road Vergennes, VT 05491	8:00am	2:55pm

_____ Contractor Initials

Appendix F-3: MAUSD: School Details and Bell Times

D. Elementary Schools

School	Address	Morning Bell	Dismissal Bell
Bristol Elementary	57 Mountain Street Bristol, VT 05443	7:55am	2:55pm
Monkton Central	1036 Monkton Road Monkton, VT 05469	7:55am	2:55pm
Beeman Elementary	50 North Street New Haven, VT 05472	7:55am	2:55pm
Robinson Elementary	41 Parsonage Road Starksboro, VT 05487	7:55am	2:55pm

E. Secondary Schools

School	Address	Morning Bell	Dismissal Bell
Mount Abraham Middle/High School	220 Airport Drive Bristol, VT 05443	8:20am	2:47pm
Patricia A Hannaford Career Center	51 Charles Ave., Middlebury, VT 05753	8:45am	2:20pm

_____ Contractor Initials

Contract Obligations Checklist

1. Monthly Report to District

- a. Route Mileage
- b. Fuel Surcharge/Credit
- c. Extracurricular Trips Log (miles, hours, \$)
- d. Missed Routes
- e. Other Credits

- | | | |
|------------------------------------|----------------------------------|-----------------------------------|
| <input type="checkbox"/> September | <input type="checkbox"/> October | <input type="checkbox"/> November |
| <input type="checkbox"/> December | <input type="checkbox"/> January | <input type="checkbox"/> February |
| <input type="checkbox"/> March | <input type="checkbox"/> April | <input type="checkbox"/> May |
| <input type="checkbox"/> June | <input type="checkbox"/> July | <input type="checkbox"/> August |

2. Bi-Annual Meetings

- 3. Annual Bus Inspection System Operator Profile
- 4. Annual Certificate of Insurance
- 5. Annual Trial Route Completion

_____ Contractor Initials

Addison Central School District

Policy: Education Records

File Code: C1

Warned:

Adopted:

Policy

The Addison Central School District recognizes the importance of keeping accurate and appropriate education records for students as part of a sound educational program and is committed to act as trustee of this information, maintaining these records for educational purposes to serve the best interests of its students.

The principles of accuracy and confidentiality underlie all policies and procedures for the collection, maintenance, disclosure and destruction of education records. It is the policy of the District to protect the confidentiality of education records and release information only as permitted by law. Annually or when the student enrolls, the district will inform parents, guardians, and students eighteen years and older of their rights with respect to the student's education records and the available procedures for exercising those rights. This shall include notification of the following:

1. The right to inspect and review the student's education records within 45 days after the day the district receives a request for access.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights.
3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that the law authorizes disclosure without consent.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA).
5. The procedure for exercising the right to inspect and review education records.
6. The procedure for requesting amendment of records.
7. The types of personally identifiable information that the district has designated as directory information, and a parent or eligible student's right to opt out of the disclosure of directory information. 4
8. The procedure for a parent or eligible student to notify the district that they want to opt out of the district's disclosure of directory information.
9. The criteria for determining who constitutes a school official and what constitutes a

legitimate educational interest as defined by FERPA.

Administrative Responsibilities

The building principal will be the custodian of all education records in a given school. The superintendent has overall responsibility for education records throughout the District and for assuring that adequate systems are in place to maintain such records and to provide parents with access to them in accordance with state and federal law. The superintendent is responsible for developing procedures to assure the consistent implementation of this policy. The procedures shall comply with all federal and state laws and regulations governing access to and the collection, maintenance, disclosure, and destruction of education records.

Definitions

All terms used in this policy, and the procedures developed for the implementation of this policy, shall be defined, where applicable, as those terms are defined in the Family Educational Rights and Privacy Act and in the federal regulations promulgated pursuant to that Act.⁶

1 The federal Family Educational Rights and Privacy Act (FERPA) does not explicitly require a school board policy on the protection of student records. Its requirements are stated in the negative...“no funds shall be made available to any educational agency...which has a policy of denying...the right of parents...to review and inspect educational records. 20 U.S.C. § 1232g; 34 C.F.R. Part 99. Nor does the State Board Manual of Rules and Practices explicitly require a school board policy on student records. “Each supervisory union shall develop, and each school shall implement, a system of maintaining student records that aligns with Agency of Education statewide data collections; which enables accurate and timely reporting in connection with state and federal data collection requirements; and ensures the accuracy, relevancy and confidentiality thereof, and accessibility thereto; and which is in compliance with the federal Family Education Rights and Privacy Act of 1974 (P.L. 95-380 as amended from time to time.” SBE Rule 2113.

2 A “record” means any information recorded in any way, including but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm and microfiche. The term “education records” means those records that are (1) directly related to a student; and (2) maintained by the school district, a school within the district, or a party acting for the school district or a school within the school district. It does not include a teacher’s notes that are in the teacher’s sole possession and shared only with a substitute teacher or records that are exempted from the definition under 34 C.F.R. § 99.3(b). 20 U.S.C. § 1232g; 34 C.F.R. § 99.3.

3 School districts are required to find an effective way to notify parents or eligible students who are disabled, and parents whose primary language is not English. 20 U.S.C. § 1232g; 34 C.F.R. § 99.7(b).

4 The Family Educational Rights and Privacy Act allows schools to designate certain information as “directory information” and release it after providing public notice of the categories of information it seeks to release. “Directory information” includes, but is not limited to, a student’s name, address, telephone listing, date and place of birth, grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, honors, and awards received, and the most recent previous educational agency or institution attended by the student. Additional information may be released with specific parental consent. 12 U.S.C. § 1232g; 34 C.F.R. § 99.3.

The Family Educational Rights and Privacy Act allows schools to disclose student personally identifiable information to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, consultant, or other party who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. 12 U.S.C. § 1232g; 34 C.F.R. § 99.3; 34 CFR § 99.31(a).

6 12 U.S.C. § 1232g; 34 C.F.R. § 99.3.

Legal Reference(s):

20 U.S.C. §§ 1232g (Federal Family Educational Rights and Privacy Act of 1974) 20 U.S.C. § 7908

16 V.S.A. § 563(27) (NCLBA Armed Forces Recruiter/Higher Education Access) 34 C.F.R. Part 99

1 V.S.A. § 317 (Definitions)

15 V.S.A. § 670 (Non-custodial parents)

33 V.S.A. § 5536a (Juvenile court records)

VT State Board of Education Manual of Rules and Practices § 2113

Addison Central School District

Policy: Student Conduct and Discipline

File Code: C15

Warned:

Adopted:

Policy

It is the policy of the Addison Central School District to maintain a safe, orderly, civil and positive learning environment via a system of classroom and school management practices, supported by consistent, clear and fair disciplinary procedures. The goal of this policy is to create an environment where the expectations for student behavior are clearly stated, are understood, and accepted by students and staff, and are applied in compliance with due process requirements and Vermont law and State Board of Education rules. This policy is to be applied in conjunction with the school's overall discipline plan developed pursuant to 16 V.S.A. § 1161a, the requirements of 16 V.S.A. § 1162, and in conformance with State Board Rule 4500, and any policies adopted by the District with regard to the Use of Restraint and Seclusion

Definitions

- 1) Weapon means a device, instrument, material, or substance whether animate or inanimate, which, when used as it is intended to be used, is known to be capable of producing death or serious bodily injury.^[2]
- 2) School means any setting which is under the control and supervision of the School District. It includes school grounds, facilities, and school-sponsored events whether held on or off of school grounds and vehicles used to transport students to and from school or school activities.^[3]
- 3) Expelled means the termination of educational services for the remainder of the school year or up to 90 school days, whichever is longer.^[4]
- 4) Knife means any instrument that is capable of ready use as a stabbing weapon that may inflict bodily injury or death.

Student Responsibilities

It is the responsibility of each student to contribute to a safe and productive learning environment in the school by demonstrating respect and consideration for fellow students and adults. This includes complying with all policies and rules of conduct of the school district and individual classrooms.

Administrative Responsibilities

The principal, in consultation with the educational staff, will develop an overall discipline plan (the "Plan") pursuant to 16 V.S.A. §1161a. The Plan will include clear guidelines for

student behavior. The Plan may include provisions for the suspension or expulsion of students who engage in misconduct on school property, on a school bus, or at a school sponsored activity when the misconduct makes the continued presence of the student harmful to the welfare of the school community. The Plan may also include provisions for the suspension or expulsion of students who engage in misconduct not on school property, on a school bus, or at a school sponsored activity where direct harm to the school can be demonstrated or where the misconduct can be shown to pose a clear and substantial interference with another student's equal access to educational programs^[5] and/or where such student conduct violates the District's policy for the prevention of harassment hazing and bullying, with respect to sexual harassment, or harassment, or hazing, and such discipline is reasonably designed to prevent a reoccurrence of such conduct.

The Plan shall include any prohibitions against possession by students of knives, weapons, and dangerous instruments while at school, and shall allow disciplinary action up to and including expulsion for violations of the prohibition against knives, weapons and dangerous instruments that are not possessed at school as part of an educational program sponsored or sanctioned by the school.^[6]

Expectations for behaviors, and the consequences of engaging in prohibited conduct, will be set forth in the student handbook and other publications distributed to students and parents/guardians.

The superintendent or designee shall ensure the analysis of student discipline data to identify and address any disproportionalities in discipline.

Notwithstanding anything to the contrary in a school's Plan, a student enrolled in a public school who is under eight years of age shall not be suspended or expelled from the school; provided, however, that the school may suspend or expel the student if the student poses an imminent threat of harm or danger to others in the school.^[7]

1 There is no clear legal requirement for a school board policy on discipline. However, 16 V.S.A. § 1162(a) authorizes school superintendents or principals to suspend pupils for up to 10 school days "...pursuant to policies adopted by the school board..." 16 V.S.A. § 1161a requires that all schools "...adopt and implement a comprehensive plan for responding to student misbehavior..." The State Board of Education Manual of Rule 2122.1 states "Each school shall maintain a safe, orderly, civil, flexible and positive learning environment, which is free from hazing, harassment and bullying and based on sound instructional and classroom management practices and clear discipline and attendance policies that are consistently and effectively enforced."

2 See 13 V.S.A. §4016(a)(2) for definition of "dangerous or deadly weapon."

3 The Federal Gun Free Schools Act defines "school" as "...any setting that is under the control and supervision of the local education agency for the purpose of student activities approved and authorized by the local education agency. 20 U.S.C. § 7151(b)(f).

4 16 V.S.A. §1162(a).

5 See 16 V.S.A. § 1162(a)(3)

6 The "knives, weapons and dangerous instruments" prohibition in this model policy is not required by law. The possession of "dangerous and deadly weapons" on school grounds by any individual is prohibited by 13 V.S.A. §4004. This prohibition does not apply to the possession of firearms in schools for "instructional or other specific purposes." 13 V.S.A. §4004(c)(2).

7 See 16 V.S.A. § 1162(d)

Legal Reference(s):

16 V.S.A. §1161a (discipline) 16 V.S.A. §1162 (suspension and expulsion) 20 U.S.C. §§1400 et seq.(IDEA) 29 U.S.C. §794 (Section 504, Rehabilitation Act of 1973) VT State Board of Education Manual of Rules & Practices §§4311, 4312, 4313; 2120.8.12, 2122.1,4500.

Addison Central School District

Policy: Selection of Instructional Materials

File Code: D23

Warned:

Adopted:

Policy

It is the policy of the Addison Central School District (ACSD) to provide students with a broad variety of instructional materials to support individual student learning. As such, instructional practices will include a range of evidenced-based instructional practices that most effectively improve student learning, as required by national and Vermont guidance and locally collected and analyzed student data. Instructional practices will promote personalization for each student, and enable each student to successfully engage in the curriculum and meet the graduation requirements that are aligned with mandated Vermont Standards.[1]

Implementation

The District shall use the standards issued by the State Board of Education as the basis for the development and selection of curriculum, methods of instruction, locally developed assessments, and the content and skills taught and learned in school.[2]

The board will ensure the written and delivered curriculum that each school implements the SU/SD's written and delivered curriculum, which will be:[3]

- a. aligned with the standards approved by the State Board of Education;
- b. coordinated across all grades to prepare students for graduation;
- c. coordinated across the SU/SD, including sending high schools and technical centers;
- d. informed by ongoing review of new research and evidence, changing learning opportunities, and updates to the standards approved by the State Board of Education;
- e. designed to enable all students to achieve the graduation requirements; and
- f. integrated with technology across all disciplines.

Each school shall enable students to engage annually in rigorous, relevant and comprehensive learning opportunities that allows them to demonstrate proficiency in:[4]

- a. literacy (including critical thinking, language, reading, speaking and listening, and writing);
- b. mathematical content and practices (including numbers, operations, and the concepts of algebra and geometry by the end of grade 10);
- c. scientific inquiry and content knowledge (including the concepts of life sciences, physical sciences, earth and space sciences and engineering design);
- d. global citizenship (including the concepts of civics, economics, geography, world language, cultural studies and history);
- e. physical education and health education as defined in 16 V.S.A. §131;
- f. artistic expression (including visual, media and performing arts); and
- g. transferable skills (including communication, collaboration, creativity, innovation, inquiry, problem solving and the use of technology).

Further, each school with a pre-kindergarten early education program shall offer high-quality programs as outlined in State Board Rule 2600.

Administrative Responsibilities

The superintendent or designee will develop procedures addressing access to instructional materials to ensure that each school:[5]

- a. provides a learning environment with sufficient supplies and infrastructure to allow for learning;
- b. develops, maintains, and expands as needed a collection of print, digital and technology resources, administered by a certified library media specialist;
- c. ensures that the curriculum is supported by necessary digital and print resources;
- d. ensures that students, teachers, administrators and paraprofessionals have access to an organized collection of digital and print materials sufficient and appropriate to support all students in meeting or exceeding the current state and national standards at no cost to the student;
- e. provides students access to the library on a regular basis to use materials for reading, research, and for instruction in the skills needed to select and use information effectively;
- f. provides access to a variety of up-to-date information, assistive, and other technology to support students in meeting or exceeding the standards;
- g. provides broadband Internet service for students and educators to access educational resources;
- h. adopts and implements written policies on electronic resources, acceptable internet usage, and procedures for handling complaints for both staff and students;
- i. supports a schedule that provides opportunities for a library media specialist to collaborate with teachers as they integrate information research skills into their curriculum; and
- j. ensures that students are afforded the opportunity to learn the skills to locate, evaluate, synthesize, and to present information and ideas within content areas using technology integration.

The superintendent or designee shall ensure the implementation of developmentally appropriate curriculum which is aligned with Vermont's Early Learning Standards in any pre qualified public prekindergarten program.[6]

The superintendent or designee will develop procedures to 1) address the selection of instructional materials within the context of the alignment with mandated state standards and 2) respond to requests for reconsideration of instructional materials. All concerns regarding the selection of instructional materials shall be directed to the superintendent for handling consistent with those procedures.

Legal References

16 V.S.A. §563 (14) (*Powers of school boards*)

State Board of Education Rule Series 2000 (Education Quality Standards)

State Board of Education Rule Series 2600 (Prekindergarten Education)

1 See *State Board of Education Rule 2120.1*

2 See *State Board of Education Rule 2111*

3 See *State Board of Education Rule 2120.6* and 16 V.S.A. § 261a(a)(1)

4 See *State Board of Education Rule 2120.5*

5 See *State Board of Education Rule 2122.2*

6 See *State Board of Education Rule 2606*

Addison Central School District

Policy: Fire and Emergency Preparedness Drills

File Code: F3

Warned:

Adopted:

Statement of Policy

It is the policy of the Addison Central School District to require each school site to conduct options-based response drills in the fall and spring of each academic year, and to adopt and maintain an all-hazards emergency operations plan, as part of the District's overall school safety plan.

Definitions

1. **Options-based Response Drill:** For the purpose of this policy, options-based response drill means that there are different actions educators and students can take if confronted by an active shooter/intruder.
2. **School site:** school building(s) operated by the school district.

Administrative Responsibilities

The superintendent or designee will ensure that:

1. Each school site in the district conducts age-appropriate, options-based response drills, including fire drills, in the fall and spring of each academic year. The district must evaluate which approach is best and adapt that approach to the developmental level of their students, including for students with disabilities, language barriers, and mobility needs.
2. The options-based response drills follow the guidance issued by the Vermont School Safety Center and the Vermont School Crisis Planning Team, which includes trauma-informed best practices for implementing options-based response drills.
3. Parents and guardians are notified not later than one school day before an option based response drill is conducted.
4. Completion of the biannual drills is reported to the Agency of Education in a format approved by the Secretary.
5. On or by July 1, 2024, an all-hazards emergency operations plan is adopted and maintained for each school site. This plan must be reviewed and updated annually and in collaboration with local emergency first responders and local emergency management officials.

Legal References

16 VSA §§ 1480,1481

Addison Central School District

Policy: Access Control and Visitor Management

File Code: F4

Warned:

Adopted:

Statement of Policy

It is the policy of the Addison Central School District to provide a safe environment for students and employees while facilitating access to school buildings, premises and equipment by authorized users. The safety and security of the district's physical space and assets is a shared responsibility of all members of the District.

Definitions

1. School site: school building(s) operated by the school district.

Administrative Responsibilities

The Superintendent, or designee, will develop procedures to ensure:

1. Access control procedures are established to address the design, administration and management of access control systems and measures. The superintendent, or designee, must determine and assign access-control privileges based on the specific needs and requirements of the district and the electronic identification/access badge.
2. All school site and district office exterior doors are locked during the school day.
3. Regulation of visits to the school by parents, community members or news media.
4. All visitors check in at a centralized location prior to gaining full access to the school or office site.
5. Each school site maintains a log showing the names of visitors and the date, time and purpose of each visit.

Legal References

16 VSA §1484