

Addendum # 1, dated 11/16/23
Coventry BOE Student Transportation Services RFP
Bid Due Date:12/1/23
Questions/Document Requested:

Article 1, page 2, indicates the term of the contract is 3 years, with the option for the Board to extend for 2 additional years, but the pricing page only asks for rates for the base 3 year term. How will the option years be priced?

Response: The contract term is for three years. If the Board decides to consider a contract extension, prices will be negotiated between the chosen contractor and the Board.

Article 4.1.8 (b), page 8, refers to the proof of insurability to be provided by the Proposer, and states that said proof could be either a 'certificate of insurance' or a 'letter from the insurance company (not agent).' However, article 4.2.5, page 14, indicates that the Proposer 'must include a letter from an insurance broker.' Article 8.5, page 31, states 'binders evidencing coverage' shall be provided annually, while article 8.6 refers to certificates again. These items seem contradictory – the industry norm is to provide a certificate of insurance showing the appropriate coverages and indemnification language. Please consider adjusting the language in these sections to only require annual certificates as the proposal requirement.

Response: Delete Section 4.2.5. Article 8.5 is within the Form of Contract with which the contract awardee is expected to comply. It requires different evidence of proof of insurance at the time of contract versus at the time of proposal submission.

Article 4.1.9, 4th paragraph on page 9, refers to current employees, and recommends they be considered for employment, should they meet the Contractor's employment requirements. However, article 10.26, page 39, states that the Contractor 'will' offer employment to current employees, but leaves out the language about them meeting the Contractor's employment requirements. Please add that language to article 10.26 so as to be consistent with the earlier item.

Response: The suggestion for the Form of Contract (10.26) will be considered at the time of contract negotiations, if necessary.

Article 4.2.2 (f), page 12, states that the Contractors fleet will have an average age not to exceed 8 years at any time during the contract. The use of 'average age' implies that older vehicles could be used, as long as the fleet contains enough younger vehicles to meet the average. However, article 11.1 (b), page 39 states that no vehicles shall exceed 7 years of age. Using an average fleet age instead of a maximum vehicle age provides the Contractor with more flexibility and can reduce the proposal rates. Please clarify which age measurement the Board wants.

Response: The vehicles in Contractor's fleet will not exceed 7 years of age.

Article 4.2.2 (g), page 13, requests a list of vehicle inspection violations – is this just for the most recent CT inspection?

Response: Please submit vehicle inspections for the last year.

Article 5.1.3, page 16, displays a chart showing the required fleet make-up, with 17 type I vehicles. However, 5.2.1, page 17, indicates that 17 type II vehicles will be required. Please clarify.

Response: Revise 5.2.1 to seventeen (17) Type I Vehicles.

Article 6.2, page 19, refers to a GPS system, and the 1st sentence states that the cost will be included in the daily rate. However, the 3rd sentence states that the proposer shall provide an annual cost per bus for such a feature. Please clarify which pricing methodology the Board prefers, and if it is the latter, please provide a place on the pricing page for such a rate.

Response: Delete "On the Form of Proposal, the Proposer shall provide the annual cost per bus for the installation and operation of this feature."

Article 6.4, page 19, refers to computer routing software – and states it will be provided to the Board with a license for 'full use' but then refers to 'read only' use. Please clarify which level of access the Board wants – the industry norm is for a district to be limited to 'read only' unless the district does their own routing.

Response: Read only is acceptable.

Article 1, page 23, refers to the base contract term ending with the 2025-2027 school year, which should read the 2026-2027 school year. Also, the final sentence is incomplete – 'In the event of a conflict between the Invitation for Bids...' and refers to a bid, while this document is an RFP. Please complete and clarify.

Response: Revise Article 1, first sentence as follows: "The term of the Contract shall be for a three (3) year period beginning July 1, 2024 and ending with the 2026-2027 school year (not later than June 30, 2027)." Delete last sentence of Article 1 and replace with the following: "In the event of a conflict between the RFP and the contract, the contract will take precedence"

Article 3.1, 3rd paragraph on page 24, states that the 'cost of fuel ... will be supplied by the Board' and stored in tanks provided by the Contractor. Article 12.5.1, page 42, states that the Board will furnish 'all

fuel necessary’ which seems to contradict the prior statement referring to the cost of fuel. If the Board will provide fuel, as opposed to paying for fuel purchased by the contractor, please clarify that wording in article 3.1. We also note that article 11.7, page 42, states the Board will only provide diesel fuel, not gasoline, which is contradicted by article 5.1.2, page 16, which states gasoline fuel is to be provided by the Board. Please clarify.

Response: The BOE purchases diesel fuel and it is delivered to the Bus yard to a tank owned by the contractor.

Article 3.3, page 24, requires the Contractor to provide routes to the Board by August 18th annually, while article 15.2, page 43, requires routes and schedules to be provided by July 15th. Please clarify.

Response: Routes are to be provided to the Board by July 15th *of the* contract year.

Article 4.3.10, page 26, refers to bus drivers, aides, and others, while article 10.3, page 33, states the Board reserves the right to directly employ monitors, aides, or attendants. Please indicate how many Contractors employed aides and Board employed aides/monitors are currently used?

Response: At the present time, no aides/monitors are employed by either the contractor or the BOE.

Article 5.5, page 28, mentions ‘appropriation by the Towns’ – please clarify/correct the use of the plural, as Coventry is only one town.

Response: There is only one town.

Article 6 title, page 28 – the use of the word ‘Each’ implies that more than one district is involved. Please clarify.

Response: Only one district is involved.

Articles 10.3, page 33, and 10.19, page 38, refer to the Board and/or the Superintendent’s right to remove from service, reject, or replace any driver. Please consider adding the following language as clarification:

“When requesting dismissal of any employee, the Board/Superintendent will state the reason(s) in writing, and such reason(s) will not violate any state or federal employment guidelines.”

Response: The suggestion to the Form of Contract will be considered at the time of contract negotiations, if necessary.

Article 10.4, page 34, first uses the term 'CPS' which then appears throughout the rest of the document, but 'CPS' is not included in the list of definitions on pages 4-5. Please clarify.

Response: CPS is defined in Article 1 first paragraph of the Form of Contract.

Article 10.7, page 35, refers to specialized training to be provided by the Board. As driver wages will be paid by the Contractor, please estimate the number of annual hours for such training.

Response: In recent years, we have not provided any specialized training.

Article 10.19, page 38, 3rd sentence is incomplete. 'If replaced, the driver shall not thereafter be...' Please complete this sentence.

Response: Add the word "reinstated" to the end of the third sentence.

Article 11.1 (d), page 40, refers to a Nextel direct-connect phone. Nextel has long since ceased to exist. Please clarify what the acceptable communication device would be.

Response: Delete "direct-connect" AND (i.e. Nextel or equivalent)

Article 11.1 (e), page 40, refers to special ed students – how many of the 17 listed route vehicles are carrying special ed students?

Response: Special Education students may be on any and every bus run.

Article 11.6, page 41, provides that the Town has the right to use the Contractors vehicles in case of an emergency. Please describe the terms that would apply to such a Town use, especially with regards to payment, responsibility for damage, and indemnification.

Response: Although rare, an example would be emergency evacuations due to natural disasters. The Board anticipates that the costs for such services, if needed, would be negotiated. Responsibility for damages and/or indemnification will be consistent with the contract.

Article 21, page 50, refers to non-performance damages – please indicate the annual total of liquidated damages charged to M & J Bus for the 2021-22 and 2022-23 school years.

Response: Liquidated damages have not been assessed in either year.

Does M & J have a full complement of assigned route drivers? And a fully staffed bench with 10% spare drivers?

Response: NO

DOCUMENTS REQUESTED

A copy of the current contract with M & J- **See attached.**

Copies of invoices from May, September and October of 2023 - **See attached.**

A copy of M & J's current fleet list – **See attached.**

ROUTING QUESTIONS

Bus #4 drops at the HS at 7:25 but starts that run at Windham Tech – please provide times for that tech school run, from the Bus Terminal

Response: Bus #4- Meets the other buses (Cheney, Win Tech and EO) at CHS at approx. 6:25 AM. They all switch students to their appropriate buses to each school. Bus 4 takes all of the Win Tech Students to Win Tech, then completes a CHS/CNH Route and a GHR/CGS Route.

None of the Vo-Ag routes have info for their PM runs – please provide.

Response: For the Vo-Ag routes in the PM- There is 1 Bus that goes to each of those schools for their dismissal- Bus 7 goes to Win Tech, Bus 17 goes to EO Smith, Bus 18 goes to Cheney Tech and they pick up all Coventry Students at those schools. Then Bus 7 and 17 meet the other CHS Buses for dismissal and disperse their students to their appropriate CHS Buses for the transport home. As well as complete CHS/CNH Routes themselves along with Elementary Routes.

Neither bus 16 nor 18 seem to have afternoon HS runs – please confirm that this is the case.

Response: Bus 16 and 18 PM- Bus 18 is the afternoon Bus that picks up all Coventry Students at Cheney, then meets up with Bus 16 and transfers some of the students, they both complete the routes to bring the students home and then both complete Elementary Routes.

CONTRACT FOR TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES ("Contract") is made as of this 3 day of MAY, 2019 by and between the COVENTRY BOARD OF EDUCATION, hereinafter called the "Board," and M&J BUS, INC., hereinafter called the "Contractor."

WITNESSETH

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

WHEREAS, the Contractor is ready, willing and able to provide the required transportation services sought by the Board.

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

1. TERM

The Contract will be for a term of five (5) years, beginning on July 1, 2019 and terminating on June 30, 2024.

2. SCOPE OF WORK

- 2.1 The Contractor agrees that it will transport to and from the Coventry Public Schools and other institutions as designated by the Board such persons as may be designated by the Board ("students"), and at such days, times and hours as designated by the Board, and will make such stops and travel along such routes as are designated by the Board (pursuant to Section 11 below).
- 2.2 The Contractor shall furnish transportation services including personnel, supervision, vehicles, drivers, equipment, and other services required to transport all students to and from the Coventry Public Schools and other designated institutions.
- 2.3 The Contractor shall furnish a sufficient number of vehicles to ensure seats for all passengers at all times. Standees or overloading of the vehicles shall not be permitted at any time.
- 2.4 The Contract includes regular home to school public school transportation and extra-curricular services. The program described herein covers various aspects of the

transportation program operated by the Board. A description of current contracted services is included in Appendix A.

- 2.5 In all cases, the determination on the capacity and style of bus to utilize will be made by the Board in consultation with the Contractor. Should the Board and Contractor disagree on the bus to be utilized, the final decision rests solely with the Board.
- 2.6 The Contractor shall also provide late bus runs from the Middle School building twice a week.
- 2.7 If unusual bus usage situation should occur that are not described in this Contract, the Board 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 Board prior to performing the service, the Board reserves the right to determine the most appropriate method of reimbursing the Contractor.
- 2.8 During the term of the Contract, the Board reserves the right to change, delete, add, or otherwise modify such transportation services, and the Contractor must be prepared for, able to conform and agree that such described transportation services will be provided under the Contract with the same or lower number and type of vehicles that are currently utilized, unless otherwise authorized by the Board.
- 2.9 The Contractor shall also provide intra-district trips (trips between schools in Town) on a per trip basis, as shown on Appendix C, attached hereto and made a part hereof.
- 2.10 The Board reserves the right to hire other transportation providers to provide certain special education transportation and extra-curricular services.

3. GUARANTEES BY THE CONTRACTOR

- 3.1 The Board may at any time during the contract term, by a written order, require the performance of such extra work or changes in the work as it may find necessary or desirable. The Board reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses or length of operating day, and/or the number of days requiring transportation under this contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered shall be determined by the applicable prices, set forth in Appendix C of the Contract. The Board shall not be liable for any extra work or increased compensation unless authorized by the Board's written order.
- 3.2 The Contractor warrants and guarantees:

- 3.2.1 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.
- 3.2.2 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between Contractor and the Board.
- 3.2.3. That it will comply with all State and Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that the Contractor will comply with the Drug and Alcohol Testing Policy of the Board.
- 3.2.4 The Contractor will comply with any and all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the Coventry Public Schools.
- 3.2.5 That in the performance of this contract, Contractor is an independent contractor, the Board being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Coventry Public Schools.

4. PAYMENTS

- 4.1 The Board agrees to make payments to the Contractor for regular transportation services after the receipt of an invoice describing the prior month's services.

The Board agrees to make payments to the Contractor after receipt of an invoice for services provided in the prior month for special trips (for example, field or athletic trips). The pricing for Activity and Athletic trips is based upon a rate per waiting hour, a rate per mile and a minimum per trip. Field Trip pricing will be differentiated based upon the time of day.

Payments for services rendered under the provisions of this Contract shall be made upon receipt of a proper itemized invoice. Board and Contractor shall meet prior to the start of service under this Contract to develop an invoice form and supporting detail to meet the needs of the Board, including a requirement for multiple copies of the invoices. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of services already rendered. If the invoice is received by the fifth business day of a given month, payment will be tendered within 30 days of receipt of invoice. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the Board.

No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The Board will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage. The cost of such tolls should be submitted with the detailed monthly billing, and receipts must be attached.

No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the Board to be under the control of the Contractor.

- 4.2 The parties agree that no other payments shall be made to the Contractor who shall furnish all of the vehicles, drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the Contractor's duties. **The parties agree that mileage for all vehicles is included in the Contract price.**
- 4.3 The Contract price shall be based on a per vehicle per day price as detailed on Appendix C, which is attached hereto and incorporated herein. During the term of the Contract, the Board reserves the right to change, delete, add, or otherwise modify such transportation services, and the Contractor must be prepared for, able to conform and agree that such described transportation services will be provided under the Contract with the same or lower number and type of vehicles that are currently utilized, unless otherwise authorized by the Board. **Under no circumstances is Contractor authorized to charge overtime not authorized by the Board to the Board.**
- 4.4 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Board is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 4.5 If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the Board 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 Board prior to performing the service, the Board reserves the right to determine the most appropriate method of reimbursing the Contractor.
- 4.6 The acceptance by the Contractor of the last payment of the Contract term shall be and hereby is a release to the Board 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 Board and others relating to or arising out of this work.

- 4.7 The Contract is contingent upon appropriation by the Town of Coventry of funds sufficient to meet with the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds are deemed necessary by the Board are not received, or if any anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel the Contract upon fifteen (15) calendar days written notice without further liability.
- 4.8 The Contractor shall maintain records during the term of the Contract and for (3) years thereafter of the daily services provided to the Board on a route by route basis, and shall submit such records upon request by the Board for audit in support of each of the monthly invoices.
- 4.9 Notwithstanding anything herein to the contrary, the Contractor shall credit, or the Board may deduct, from the monthly installment due, hereunder or any other payment due Contractor, hereunder the following liquidated damages:
- 4.9.1 Seventy-five (\$75.00) dollars per day if a majority (or more) of the vehicles do not have an operational and active GPS unit (as described herein).
- 4.9.2 Seventy-five (\$75.00) dollars per day if the routing software is not in good working order and made accessible to the Board.

5. BOARD REPRESENTATIVE

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

6. INSURANCE

- 6.1 The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. All Certificates of Insurance written by sureties or insurers licensed in the State of Connecticut shall be approved by the Board prior to commencement of the services under this Contract.
- 6.2 The Contractor's insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or better.
- 6.3 The following Minimum types and amounts of insurance must be maintained in force by the Contractor throughout the term of the Contract at its own expense:
- 6.3.1 A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required. An additional insured endorsement is required. The endorsement must name the Coventry Board of Education and the Town of Coventry.

- 6.3.2 Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Additional insured endorsement naming Town of Coventry and Coventry Board of Education is required.
- 6.3.3 \$9,000,000 umbrella or excess liability coverage. Additional insured endorsement is required. The endorsement must name the Coventry Board of Education and the Town of Coventry.
- 6.3.4 Workers Compensation and Employers Liability covering all employees and meeting the statutory requirements of Connecticut law. A waiver of subrogation in favor of the Coventry Board of Education and the Town of Coventry must be included.
- 6.3.5 Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut laws.
- 6.3.6 Sexual Misconduct and Corporal Punishment insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Coventry Board of Education and the Town of Coventry. This can be either a separate policy or as an endorsement to the General Liability.
- 6.3.7 Auto coverage for owned, hired, leased and non-owned vehicles in minimum amount of \$1,000,000. Additional insured endorsement is required and must name the Coventry Board of Education and the Town of Coventry.
- 6.4 All policies shall be primary and non-contributory to any policies of insurance available to the Board and must contain thirty (30) days prior notice to the Board of Education of cancellation, reduction or content change.
- 6.5 The limits as outlined herein are strictly minimum amounts. The Board encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- 6.6 The Contractor shall deposit with the Board satisfactory evidence of insurance (including renewals) showing minimum coverage as required above and the proof of premiums paid up-to-date. Annual binders evidencing insurance coverages shall be provided to the Board no later than August 1st of each year.
- 6.7 The Contractor shall name the Board and the Town of Coventry as unrestricted additional insureds on the Contractor's insurance policies, in the form of a policy endorsement, with the exception of Workers Compensation. The policy naming the

Board and the Town of Coventry as additional insureds shall state that the Contractor's coverage shall be primary coverage for the Board and Town, their respective agents, employees, and volunteers. The Contractor shall self-insure any applicable deductibles, and the Contractor shall also agree to indemnify the Board for any applicable deductibles. There shall be a waiver of subrogation on all policies in favor of the Town of Coventry and the Coventry Board of Education.

- 6.8 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the Board. It shall further state that a similar thirty (30) days prior written notice will be given to the Board prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The Board reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Board is a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Board.
- 6.9 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Board, the Town of Coventry and their respective officers, employees and agents harmless from and against any and all claims, lawsuits, settlement, demands, judgments, loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, are alleged to result from, are alleged to arise from, or arise out of the performance of this Contract, negligence of the Contractor, breach of this Contract by the Contractor, and the performance of the Contractor, any employee, agent or personnel or breach of the obligations of the Contractor, any employee, agent or personnel under this Contract. This provision shall survive termination of this Contract.

7. PERSONNEL MATTERS

- 7.1 All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving licensing, training and certification.

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 Board, solely in its discretion, shall have the right to remove, reject, or direct replacement of any manager, supervisor, dispatcher or bus driver.

- 7.2 A Bus Dispatcher will be provided by the Contractor hereunder. The Contractor shall identify the local person who will be in charge of the routes within the Board's transportation system. This person, who shall be an employee of the Contractor, will not be a regularly scheduled route driver and must have at least five (5) years experience managing a similar sized school bus fleet. The Bus Dispatcher must be located at the transportation facility located in Coventry and available from at least 6:00 a.m. to 5:30 p.m. when school is in session.
- 7.3 It is the Contractor's responsibility to determine what additional employees may be required to provide the quality of services expected by the Board and to meet the program needs.
- 7.4 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver employment and bus operation, and Board of Education policies and regulations.
- 7.5 The Contractor shall perform on all drivers any drug and alcohol testing required by state or federal law, or by the Board's Drug and Alcohol Testing Policy, which such testing shall be at the Contractor's expense. No driver with a felony records in any jurisdiction shall be allowed to drive any vehicle in the performance of this Contract. The Board reserves the right to review all background, motor vehicle and/or criminal record checks obtained for any of the Contractor's drivers utilized in the course of this Contract. The Contractor will submit proof of drug and alcohol testing to the Coventry Public Schools for each employee prior to such person driving buses for the Board in its transportation system.
- 7.6 The Contractor, at its cost, shall perform criminal background checks annually and, for new personnel, prior to being assigned a route, on any driver, monitor or any personnel that will drive vehicles, who provide the student transportation services pursuant to the Contract. The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Connecticut Sex Offender Registry (the "Registry"). The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "DCF Registry"). If the Contractor receives any information that any such driver, monitor or any personnel that will drive vehicles

has a criminal record, is on the Registry or has a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry or the DCF Registry and any other related information to the Board. Contractor agrees that it shall comply with Section 10-222c(g) of the Connecticut General Statutes, and Contractor shall immediately notify the Board of any findings required to be reported by such law. The Contractor shall also provide the Board with a certification of compliance with these requirements in writing.

- 7.7 The Contractor shall submit to the Board no later than 14 days prior to the beginning of each year a list of the names of each regular and substitute driver employed to provide services required hereunder and his/her address, telephone number, date of birth, certificate of physical examination, date of School Bus Endorsement and Connecticut driver's license number, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date. Said updated notice shall be provided to the Board within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Coventry Public Schools. No other drivers may be used unless such information is provided to the Board in advance. Said list shall include the designated route/bus assignments for each driver.
- 7.8 The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract.
- 7.9 The Board reserves the right, in the exercise of its sound discretion, to reject drivers, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers shall be removed from the routes immediately upon notice from the Board to the Contractor.
- 7.10 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, windows and roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the Board at such times and in such fashion as may be required by the applicable regulations of this State or the law. Contractor shall also provide all employees mandated training, including but not limited to bloodborne pathogen exposure control training.
- 7.11 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made ONLY with the prior approval of the Board. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall traverse their assigned routes until they become familiar with all stops and roads.

- 7.12 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No kindergarten children are to be released without supervision. If there is no one to meet the child, or if the child is not with a sibling, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.
- 7.13 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver shall be informed of, and comply with, the Board's "no-idling" policy while providing services to the Board.
- 7.14 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the Board, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.
- 7.15 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements. In particular, if there are any strikes by drivers, Contractor will be solely responsible for providing qualified alternate drivers and/or transportation services.
- 7.16 The Contractor agrees, and is responsible for, the following conditions regarding the bus drivers:
- 7.16.1 The Contractor shall take the highest degree of care in recruiting and selecting bus drivers. Bus drivers shall be of good character and be able to use sound judgment. Subject to any applicable confidentiality requirements, the Board reserves the right to review all personnel records of personnel used in the performance of the services. All bus drivers shall be properly licensed and qualified by the State of Connecticut and no other bus drivers may be used. All bus drivers shall be in compliance with all Federal, State, and Local laws, rules and regulations.
- 7.16.2 At its own expense, and in accordance with all State of Connecticut and Federal requirements, the Contractor shall provide for physical examinations of those persons it shall employ as bus drivers.
- 7.16.3 The Contractor shall create, conduct, manage, enforce and document a formal driving training program for all of the drivers at its expense driving in the Town of Coventry in accordance with Federal, State and local laws, rules and regulations, including, but not limited to, training required by Public Act No. 18-185, Section 3. Such ongoing program of classroom and road training shall also ensure continued state certification of all bus drivers. Bus drivers who do not meet the minimum training requirements each year per state statute, shall not be permitted to provide services. The Contractor shall have

a school bus safety program consisting of monthly meetings with bus drivers, to in part, address driver responsibility and procedures related to the services. The Contractor shall allow the Board to actively participate in the school bus safety program, including, without limitation, the setting of the agenda, for the monthly meetings and/or the attendance at such meetings.

- 7.16.4 The Contractor shall make all persons providing services, including, without limitation, the Manager, bus drivers, and driver trainer, available for meetings with the Board upon its request.
- 7.16.5 No alcoholic beverages or illegal intoxicants may be brought to, or consumed upon, Coventry Public Schools' premises, school property, or in any vehicle, by any employee or agent of the Contractor or bus drivers, nor shall any such employee or agent or bus driver, be under the influence of or impaired by, any alcoholic beverages, illegal drugs, or prescription drugs. Additionally, no smoking is allowed on the vehicles, or on School property, by Contractor's employees and agents or bus drivers.
- 7.16.6 The bus driver is responsible to see that all students are seated and remain seated, while the vehicle is in operation and that vehicles are fully stopped before discharging or picking up students.
- 7.16.7 The bus driver may not operate a vehicle at excessive speed and no buses may be backed up on school grounds unless a Board-designated adult is behind the bus and directing the bus driver.
- 7.16.8 The Board may use monitors on vehicles at any time services are being provided. Upon request, the Contractor shall facilitate the use of monitors through route modifications, monitor pick-up or delivery, monitor oversight, or such other functions, as deemed necessary by the Board. Bus drivers will be expected to assist monitors to enforce reasonable discipline on the Vehicle.

8. VEHICLES

- 8.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the Board. The determination on the capacity of buses will be made by the Board in consultation with the Contractor. Should the Board and Contractor disagree on the capacity of bus to be utilized, the final decision rests solely with the Board. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and current Connecticut DMV inspection stickers 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.

- 8.2 In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet as spare vehicles located at such a place to insure that the spare vehicle can respond to a vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles.
- 8.3 The 2019-2020 program is operating with the following buses:
- Home-to-School (Public) program:
- 18 – Type I buses
- 8.4 The average age of the fleet shall not exceed seven (7) years of age at any time. No vehicle (including spare vehicles) shall be more than ten (10) years old at any time during the term of the Contract. Any vehicle reaching or exceeding ten (10) years during any contract year shall be replaced with a vehicle that is less than ten (10) years old. Vehicle ages will be reviewed for this requirement each contract year and the Contractor will provide the Board with a detailed fleet listing at the beginning of each school year stipulating that they meet this age criteria.
- 8.5 All vehicles and other equipment shall be in compliance with all laws, rules, regulations and policies of federal, state, and local governments pertaining to school transportation vehicles.
- 8.6 All vehicles shall have:
- 8.6.1 Flashing stop arms, front safety crossing control gates, and “Child Check Mate” (or equivalent system);
- 8.6.2 Two-way radios of at least 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor;
- 8.6.3 All vehicles will be equipped with one digital camera/recorder in good working order and will have signs posted “Video Surveillance in Use”. The Board and its authorized personnel shall have access to tapes/data from the recorders without charge. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board.
- 8.7 Route numbers shall be prominently displayed on the buses, consistent with State regulations. All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the Board, located in the foremost passenger windows on each side of the vehicle. All buses must be identified with signs reading “Coventry Public Schools” located on both sides of the vehicles.

- 8.8 All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- 8.9 Buses transporting students must be restricted to the transportation of students and/or authorized personnel only.
- 8.10 The Contractor is required to provide Global Positioning System (GPS) in all vehicles. The GPS and GPS software that will be utilized are described on Appendix D and will at no additional cost to the Board. The GPS must be in good working order and must be able to show the current location of the vehicle, exact path of the vehicle, stops made, and the speed of the vehicle. The Board must have immediate web access to the GPS without charge.
- 8.11 The Superintendent or his or her designee reserves the right to reject buses to be used under this Contract for any reason. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
- 8.12 The Contractor shall provide to the Board no later than July 1 of each year a list, in the form of Appendix B, which lists the make, model, year, fuel type and seating capacity of each vehicle (including spare vehicles) to be supplied for the upcoming year of the Contract.
- 8.13 Contractor must provide the Board on request copies of vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and equipment and shall keep written records showing such inspections so that the Board or its authorized agent may, at any time, request the written record of the inspections made by the Contractor. Such records shall be on a form approved by the Board.
- 8.14 The Board or any authorized agent shall have the right to inspect in any reasonable manner, including riding the Vehicles as a passenger, any and all Vehicles or equipment and their operation.

9. FACILITIES

Contractor shall be responsible for providing all transportation-related facilities used in the performance of this Contract. All vehicles to be used in the performance of this Contract are to be parked and stored in Coventry. All vehicles must be registered in the Town of Coventry. The Board reserves the right to inspect the terminal/lot periodically during the term of the Contract. The location to be provided shall include an on-site fuel tank which shall be utilized solely for the provision of services to the Coventry Public Schools.

The Contractor shall also provide to the Board information on Contractor's additional facilities or sites that would be utilized to fulfill this contract, including but not limited to vehicle maintenance services.

10. FUEL

- 10.1 The Board will furnish the Contractor, without charge with the fuel necessary for the performance of the transportation required by Coventry Public School's Transportation Program. The amount furnished will be limited to the amount actually used in the performance of the Contract.
- 10.2 The Board reserves the right to designate the vendor to supply the fuel. Should the Contractor receive the Board's permission to utilize another vendor or source, the Board will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would not be incurred should the Board's designated location be utilized.
- 10.3 It is the Board's intention to provide the Contractor with a fuel site within the Town. The Contractor shall use due diligence in the operation of the fuel system, and shall be responsible for all damage or fuel clean-up requirements.
- 10.4 The Contractor agrees to furnish pumps and tanks for the safe storage of the fuel provided and to restrict the use of fuel to the fulfillment of this Contract. The Board, and/or certain regulatory authorities, may require verification of the storage and use of fuel as herein provided.

11. ROUTE SCHEDULING

- 11.1 Route scheduling will be performed by the Contractor. The Board reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by Contractor, or any driver, without the prior permission of the Board. Periodically, the Board may request the Contractor to evaluate or revise certain routes.

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

The current bell times are detailed in Appendix A attached hereto.

- 11.2 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education.

- 11.3 Each bus used under this Contract will display the proper Bus Number, and must be identified with signs reading "Coventry Public Schools".
- 11.4 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Board.
- 11.5 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the Board.
- 11.6 Both parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his/her designee. The Board reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges, except as additional buses may be required.
- 11.7 The Contractor shall install and operate a computerized routing system and shall provide the Board with access to the system at the Board's offices. The details on the computerized routing system that will be utilized are attached as Appendix D. Such installation, operation and access to the system shall be at no additional cost to the Board.

12. OPERATING MATTERS

- 12.1 Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Board as set out in the present written policies and rules of the Board, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Board. A copy of the Board's current policies have been provided to Contractor and the Board shall provide to Contractor copies of any revisions to the policies during the term of this Contract.
- 12.2 Driver Training and Additional Training: All bus drivers must receive and participate in required training and instruction as required by Federal, State and Local laws, rules and regulations and pursuant to Board policies and as otherwise may be provided in this Contract. The Contractor shall provide the District with annual documentation of the Contractor's compliance with this section.
- 12.3 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door(s), fire extinguisher(s), first aid equipment, and windows and roof hatches as a means of escape in case of fire or accident. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the Board.

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

Should the Board experience an emergency which requires the movement of students, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need.

- 12.5 Accidents: In the event of any accident involving the operation of a school bus, the Board's designated liaison must be notified immediately. Any written reports which may be necessary will be completed by Contractor in a timely fashion. Contractor must also comply with all Federal, State, and/or Board regulations or policies relative to accident reporting, investigations, and reviews. The Board reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.
- 12.6 Complaints: The Contractor will investigate all complaints, keep a log of such complaints, and will report any action taken to the Board or any authorized agent within twenty-four (24) hours from such action.
- 12.7 Student Discipline Matters: In the event of any student discipline matter involving Board students, the Contractor shall immediately notify the administration at the individual school building. The Contractor shall follow the discipline operating procedures as defined by the Board.
- 12.8 Student Counts: Upon the request of the Board, the Contractor shall perform a student count of the number of students riding all vehicles on the day designated by the Board. A student count is required at least two times per school year.

13. COMPLIANCE REQUIREMENTS

13.1 COMPLIANCE WITH TITLE IX REGULATIONS

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

13.2 COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

This clause applies to those contractors or subcontractors providing the Services, which are, or will, come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections §12101-12189 and Sections §12201- 12213) (Supp. 1993); 47 USCS Sections §225.611 (Supp. 1993) (the "Act"). During the term of this Contract, the Contractor represents that it is familiar with the terms of the Act and that it is in compliance with the Act. The Contractor warrants that it will hold harmless from any liability, which may be imposed upon as a result of any failure of the Contractor to be in compliance with the Act. Where applicable, the Contractor agrees to abide by the provisions of Section §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC Section §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

13.3 COMPLIANCE WITH MANDATORY REPORTING

The Contractor, and any official, agent, and employee of the Contractor, may be considered to be a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes, and the Contractor, and any official, agent, and employee of the Contractor, may be obligated to report acts or reports of bullying pursuant to Section 10-222d of the Connecticut General Statutes, in connection with the Contractor's provision of services to the Board pursuant to this Contract. The Contractor agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, suspected child abuse and/or neglect pursuant to the Board's Child Abuse and Neglect Reporting Policy and using the Department of Children and Families Form, both of which are attached hereto as Appendix E. The Contractor further agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, any act of bullying witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's Safe School Climate Plan and using the Board's form, both of which are attached hereto as Appendix F. The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Contract to review, Appendix E and Appendix F hereto.

14. DEFAULT

- 14.1 If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a

voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) is subject to a Federal Tax Lien or Levy or any attachment or a judgment lien placed against the Contractor, or any buses used under this Contract are repossessed or retaken by a finance company, bank or manufacturer, or encumbered in any way such as to prevent their use for any time period; (h) abandons the work; (i) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (j) fails to provide the insurance required under Section 6; (k) fails to provide the security required under Section 15; or (l) fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.

- 14.2 The above remedies are in addition to any other remedies the Board may have.
- 14.3 In the event of Contract termination by the Board pursuant to Section 14.1, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with this Contract are last performed by the Contractor.
- 14.4 In the event of Contract termination by the Board pursuant to Section 14.1 and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract, including reasonable attorney's fees incurred in enforcing said claim against the Contractor, as well as attorney's fees incurred in contracting with another party.
- 14.5 In the event that the buses contracted for herein are unavailable for service the Contractor shall be considered in default of this contract and the Board 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 this Contract provided, however, that this provision shall be inoperative in the event of a labor dispute or causes beyond the control of the Contractor, provided that if reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Board and the Contractor within one (1) week of the cessation of service, the Board shall have the option of terminating this Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

15. PERFORMANCE BOND

- 15.1 At the Board's option each year, the Board may require prior to the start of the school year and if the Board so requires, the Contractor shall furnish, to the Board a Surety Performance Bond ("Performance Bond") in a form satisfactory to the Board assuring the faithful performance of the Contract. The Board, at its option, may also require such Performance Bond have an option to renew each succeeding year of the Contract.

The Performance Bond shall be equal to a hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the Board. The Board, at its option, may also require such Performance Bond be continued for the life of this Contract in amounts equal to a hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the Board. The Contractor must send such Performance Bond to the Board at least 30 days prior to the commencement of each school year. Each such Performance Bond shall be furnished by a surety company acceptable to the Board, licensed or authorized to do business in Connecticut and rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. If a Performance Bond is required by the Board, failure to deliver the Performance Bond shall be considered a default under the Contract, at the discretion of and upon notice by the Board in accordance with Article 14 hereof. Should the Contract price for any year increase during the year, the Board may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of the school year. The Board agrees to pay the Contractor for the Performance Bond in the amount shown in Appendix C related to the applicable school year. The Board shall have the option to pay the yearly amount shown in Appendix C in ten (10) monthly installments (each installment to be determined by dividing the yearly amount by 10).

16. MISCELLANEOUS

- 16.1 It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the Board. 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.
- 16.2 The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or any other acts not within the control of the Contractor, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.
- 16.3 Left Intentionally Blank.
- 16.4 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract 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 Contract shall forthwith be physically amended to make such insertion or any necessary correction.

- 16.5 No action or failure to act on the part of the Board to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the Board is entitled, nor shall such action or failure to act on the part of the Board waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 16.6 If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 16.7 This Contract and all appendices attached hereto constitutes the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- 16.8 This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- 16.9 Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To Board:

Coventry Board of Education
1700 Main Street
Coventry, CT 06238
Attention: David J. Petrone, Superintendent

To Contractor:

M&J Bus, Inc.
130 Ingham Hill Rd
Old Saybrook, CT 06475
Attention: Michael Beebe, President

17. STUDENT DATA PRIVACY

- 17.1 Student Data. This Section shall identify the obligations of the parties relative to the safety and confidentiality of student information and student records and student

generated content (collectively, "student data") received or obtained by the Contractor from the Board in connection with this Contract.

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

17.3 General Provisions.

- 17.3.1. The parties agree that this Section controls over any inconsistent terms or conditions contained within any other agreement entered into by the Contractor and the Board concerning student data.
- 17.3.2. The Contractor shall not modify any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor concerning student data that is applicable to the Board without the written agreement of the Board.
- 17.3.3. All student data of the Board provided or accessed pursuant to this Contract is and remains under the control of the Board. All student data is not the property of, or under the control of, the Contractor.
- 17.3.4. The Board may request that the Contractor delete or destroy student data related to the Board in the Contractor's possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete or destroy the requested student data within two (2) business days of receiving such a request.
- 17.3.5. The Contractor shall not use student data for any purposes other than those authorized in this Contract, and may not use student data for any targeted advertising.
- 17.3.6. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian of the Board, the

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

- 17.4 Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

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

17.5 Prohibited Uses of Student Data

- 17.5.1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Contract.
- 17.5.2. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Contract for the purpose of storing student-generated content.

17.6 Data Breaches

- 17.6.1. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data of the Board, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to:

Name: Dr. David J. Petrone, Superintendent
Email: dpetrone@coventryct.org

and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

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

The nature and extent of the breach;

The Contractor's proposed plan to investigate and remediate the breach.

17.6.2. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

17.7 Term and Termination.

17.7.1. Upon the expiration or termination of this Contract, for any reason, Contractor shall return or, if requested by the Board, delete or destroy all student data maintained by Contractor on behalf of the Board, without retaining any copies.

17.7.2. The provisions in this Section shall remain in effect while this Contract is in effect, shall survive the termination of this Contract and shall terminate when all of the student data maintained by Contractor on behalf of the Board is returned to the Board and/or properly and completely deleted or destroyed or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of subsection 3 below.

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

[NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives, as of the 3rd day of May, 2019.

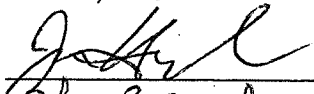
CONTRACTOR

BOARD

M&J BUS, INC.

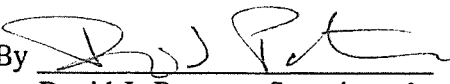
COVENTRY BOARD OF EDUCATION

By



Christoper

By



David J. Petrone, Superintendent

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APPENDIX A

PROGRAM DESCRIPTION

Description of 2019-2020 School Year

There are 4 public schools in Coventry servicing 1,641 students from Kindergarten to grade 12.

- District operates 18 Type 1 buses to transport students to home-to-school runs. Under the present program, the district has a two-tier bus system. The high school and middle school on one tier and the elementary school on the other tier. 5 buses run three tiers, the 3rd being for vocational technical.
- 18 Type 1 buses.
- Late buses - (2) High School / Middle School & (2) Elementary

The following is information about the Opening of Schools, School Hours and other information for the current school year.

[Continued on Next Page]

Coventry Public Schools General Information

Administration Building

1700 Main Street
Phone: 860-742-7317 / Fax: 860-742-4567

Business Hours

8:00 a.m. – 4:00 p.m.

Superintendent's Office: Ext. 2

Business Office: Ext. 3

Pupil & Staff Support Services: Ext. 4

PreK

Hale Early Education Center (HEEC)

1776 Main Street
Phone: 860-742-4550 / Fax: 860-742-5736

Regular Hours:

AM Program 8:30 a.m. - 11:00 a.m.

PM Program 12:00 Noon - 2:30 p.m.

Before Care 7:00 a.m. - 8:30 a.m./8:45 a.m.

School Day 8:45 a.m. - 2:45 p.m.

After Care 2:30 p.m./2:45 p.m. - 5:00 p.m.

Early Release Days:

AM Program 8:30 a.m. - 10:00 a.m.

PM Program 10:30 a.m. - 12:00 Noon

School Day 8:45 a.m. - 12:00 Noon

Grades K – 2

Coventry Grammar School (CGS)

3453 Main Street
Phone: 860-742-7313 / Fax: 860-742-4555

Regular Hours

8:30 a.m. – 3:10 p.m.

Early Release Days

8:30 a.m. - 11:40 a.m.

Grades 3 – 5

G. H. Robertson Intermediate School (GHR)

227 Cross Street
Phone: 860-742-7341 / Fax: 860-742-4582

Regular Hours

8:30 a.m. – 3:10 p.m.

Early Release Days

8:30 a.m. – 11:40 a.m.

Grades 6 – 8

Capt. Nathan Hale Middle School (CNHMS)

1776 Main Street
Phone: 860-742-7334 / Fax: 860-742-4565

Regular Hours

7:40 a.m. – 2:20 p.m.

Early Release Days

7:40 a.m. – 11:00 a.m.

Grades 9 – 12

Coventry High School (CHS)

78 Ripley Hill Road
Phone: 860-742-7346 / Fax: 860-742-4591

Regular Hours

7:40 a.m. – 2:20 p.m.

Early Release Days

7:40 a.m. – 11:00 a.m.

Weather-related / Emergency Closings, Delays and Early Releases

Announcements regarding these closings, delayed openings, or unplanned early releases will be made via our automated phone calling system. In addition to broadcasting on various TV and radio stations, all student home phone numbers will be phoned.

2 Hour Delay Notes

Preschool:

No AM PreK Part-Day Program

Before Care opens at 9:00 a.m.

School Day opens at 10:45 a.m.

Lunch Bunch opens at 11:00 a.m.

PM PreK Part-Day Program opens at 12:00 Noon

Grades K - 5: CGS and GHR - 10:30 a.m. start time

Grades 6 - 12: CNH and CHS - 9:40 a.m. start time

Early Release Notes

Emergency/Weather-related

NO PM PreK / AM PreK and School Day closes at 10:30 a.m.

All other grades end at Early Release times

NO afternoon / evening activities on school grounds

Cafeteria Note: On all Early Release Days

(Planned or Weather-related/Emergency)

Breakfast will be available K-12.

Lunch will be available for Grades K-5 only.

EMPLOYMENT OPPORTUNITIES

Teacher, Para-Educator, and School Nurse Substitutes:

Call the Business Office at 860-742-7317, Ext. 3

Cafeteria Substitutes:

Call Beth Pratt at 860-742-4535

Bus Drivers/Substitutes:

Call M & J Bus Co. at 860-742-0344

11/14/2018

www.coventrypublicschools.org



APPENDIX B

The following list contains those vehicles that will be utilized in the performance of this contract for the upcoming year (2019 - 2020).

[See Attached]

Complete Vehicle List By Town

M J BUS INC.

04/26/19

2018-2019 SCHOOL YEAR																
CO #	PLATE #	YEAR	VEH. ID. NUMBER	DESCRIP	CHASSIS	BODY	CAP	OWN	PHYSICAL LOCATION OF VEHICLE	INFORMATION	TOTALS	TY 1	TY2	VAN	CAR	
1034	07B56	2010	4DRBUSKPBAB224816	BUS	IC	CE	47	M&J	COV			1				
1052	33B62	2010	4DRBUAAN3AB222580	BUS	IC	CE	71	M&J	COV			1				
1131	13B80	2011	4DRBUSKN1BB372886	BUS	IC	CE	77	M&J	COV			1				
1132	13B81	2011	4DRBUSKN3BB372887	BUS	IC	CE	77	M&J	COV			1				
1270	25B34	2012	4DRBUSKN9CB396810	BUS	IC	CE	71	M&J	COV			1				
1271	25B25	2012	4DRBUSKN0CB396811	BUS	IC	CE	71	M&J	COV			1				
1273	25B24	2012	4DRBUSKN4CB396813	BUS	IC	CE	71	M&J	COV	SPARE		1				
1274	27B16	2012	4DRBUSKN6CB396814	BUS	IC	CE	71	M&J	COV			1				
1612	56B55	2016	1BAKGCPH5GF317209	BUS	BB	VISION	77	M&J	COV			1				
1614	56B96	2016	1BAKGCPH1GF317210	BUS	BB	VISION	77	M&J	COV			1				
1761	AJ40909	2017	1BAKGCPH6HF334523	BUS	BB	VISION	77	M&J	COV			1				
1762	AJ41070	2017	1BAKGCPH8HF334524	BUS	BB	VISION	77	M&J	COV			1				
1763	AJ40991	2017	1BAKGCPH1HF334525	BUS	BB	VISION	77	M&J	COV			1				
1764	AJ40910	2017	1BAKGCPH1HF334526	BUS	BB	VISION	77	M&J	COV			1				
1765	AJ40990	2017	1BAKGCPH3HF334527	BUS	BB	VISION	77	M&J	COV			1				
2814	63A65	2008	4DRBUAAN18B651081	BUS	IC	CE	77	M&J	COV			1				
2876	36B12	2008	4DRBUAAN18B567035	BUS	IC	CE	77	M&J	COV			1				
2902	64A24	2009	4DRBUAAN9A671991	BUS	IC	CE	77	M&J	COV			1				
2903	64A23	2009	4DRBUAAN09A671992	BUS	IC	CE	77	M&J	COV			1				
2904	13B94	2009	4DRBUAAN29A671993	BUS	IC	CE	77	M&J	COV	SPARE		1				
										Total Buses in COV	20					
										TOTAL VEHICLES IN COV	20					

APPENDIX C

STUDENT TRANSPORTATION SERVICES FEES

1.	<u>REGULAR DAY TRANSPORTATION</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
	AM/PM per bus day	\$336.92	\$350.23	\$364.07	\$378.45	\$393.40
2.	<u>LATE RUNS</u>					
	Per run charge/day	\$77.64	\$80.71	\$83.90	\$87.21	\$90.66
3.	<u>ACTIVITY/ATHLETIC BUS TRANSPORTATION</u>					
	Cost per Mile	\$4.29	\$4.46	\$4.64	\$4.82	\$5.01
	Cost per waiting hour	\$45.28	\$47.07	\$48.93	\$50.86	\$52.87
	Minimum per trip	\$127.50	\$132.54	\$137.78	\$143.22	\$148.88
4.	<u>INTRA-DISTRICT TRIPS</u>					
	Cost per trip	\$44.50	\$45.00	\$45.50	\$46.00	\$46.50
	per hour with a 2 hour minimum					

APPENDIX D

SEE ATTACHED

Description of Global Positioning System and Routing Software



GROUND TRAFFIC CONTROL®

Web-Based Fleet Management



KNOW

your fleet's
locations and
actions

MONITOR

your fleet
anytime and
anywhere

RUN

time-stamped
reports and
receive alerts

MANAGE

a single asset
or your
entire fleet

Your Fleet at Your Fingertips

Ground Traffic Control (GTC) provides a real-time picture of all fleet operations with an intuitive look and feel. With an unlimited number of users and 24/7 access from a computer, tablet, or smartphone, GTC is a secure web-based application.

Customized for You

User-friendly dashboards and reporting features make finding data for informed decisions quick and easy. Customize dashboards for each user—whether a fleet manager, mechanic, operations executive, or dispatcher—for easy daily access. Field supervisors can manage assets remotely via our companion app, GTC FieldView™.

Maximize Results with Critical Insights

Your success relies on effective execution of key business objectives. GTC's flexible and customizable reporting filters reveal the metrics that matter most to you. Exception-based reports quickly improve driver performance, asset utilization, communication, compliance and safety. Set your favorites for quick recall, schedule reports to run automatically, and create regular subscriptions for multiple users to ensure everyone has the data they need, when they need it.

Security and Ease-of-Use

Unique user log-ins enable customized permissions so employees only see the information applicable to their role. This secure web-based application allows multiple worksites to access

data from any Internet-enabled device. Staying in touch with those on the move is no longer an obstacle.

Features and Capabilities

- Map every turn of the key, every stop and start, and all activity
- Easily measure driver performance, such as speed, path, safety and idling
- Customize reports, alerts and dashboards for each user's preferences
- Pre-set subscriptions for multiple users to receive reoccurring reports
- Automate tasks that were once a burden on drivers, dispatchers and administrative staff
- Integrate with third-party systems using our open API



For more information, visit zonarsystems.com

zonarsystems.com | 18200 Cascade Ave S., Seattle, WA 98188 | 877-843-3847



Smart Fleet Technology for Pupil Transportation



Transporting students safely is a top priority for your school bus fleet. Zonar's expansive set of inspection, diagnostic, student visibility and GPS solutions helps fleet managers increase safety and security, optimize bus routes, ensure inspection compliance, and make data-driven decisions.

Increase Safety and Security

Zonar provides real-time insight into your school bus fleet with location reports, rider status and driver performance data. Improve safety and security with alerts when buses aren't operated safely or when maintenance is needed.

Your Bus Tracking Experts

Access extensive vehicle performance, GPS location data, remote vehicle diagnostics and stop arm/open door events. Streamline maintenance processes and make decisions with easy-to-understand, actionable information. Determine which routes are most efficient with precise HD-GPS location data combined with rider information.

Inspection Compliance

Ensure accurate pre- and post-trip inspection compliance and safety with RFID-based, Electronic Verified Inspection Reporting (EVIR®). Zonar's patented EVIR eliminates paperwork errors, ensures drivers are physically present to inspect all zones, and streamlines maintenance processes by easily integrating with your existing maintenance software.

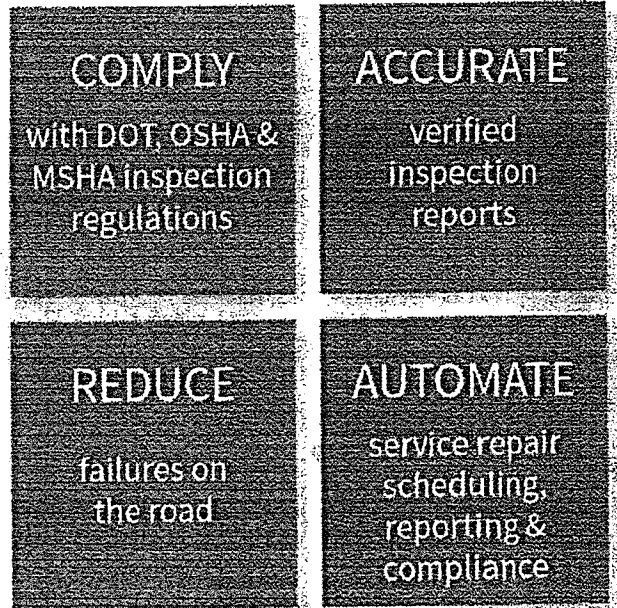
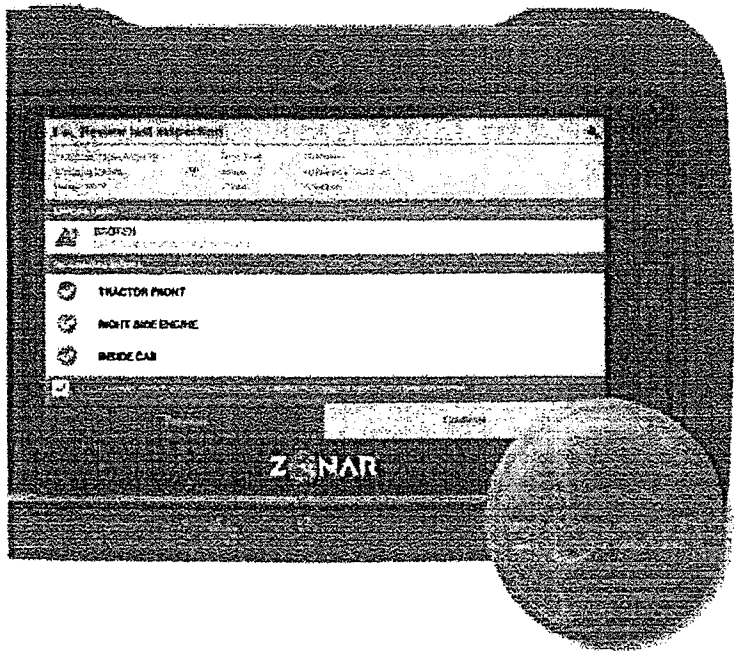
Save Fuel and Reduce Costs

Chart improvements, demonstrate increased efficiency and reduce costs with Zonar. Review data with automated reports and dashboards. Also, receive a text or email if drivers are idling, speeding, or in the wrong place, so dangerous behavior and excessive waste are stopped immediately.

From safety to security to efficiency—isn't it time to bring your fleet up to speed with Zonar?



Electronic Verified Inspection Reporting



COMPLY

with DOT, OSHA & MSHA inspection regulations

ACCURATE

verified inspection reports

REDUCE

failures on the road

AUTOMATE

service repair scheduling, reporting & compliance

The Only One Of Its Kind

The patented EVIR* technology improves and simplifies the pre- and post-trip inspection process, and entirely eliminates paper-based reporting. Compliant with all DOT, OSHA and MSHA inspection requirements, EVIR is the only fully electronic way to perform verified inspections.

Eliminate Paper Logs

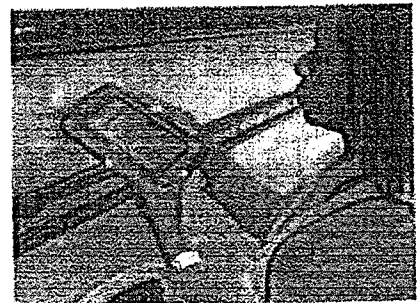
With Zonar RFID tags mounted at each inspection zone on the vehicle,

the driver simply scans an RFID tag, and responds to the on-screen prompts about the condition of each inspection point in that zone. Once the inspection is complete, the driver electronically signs the inspection, and it is transmitted to HQ automatically.

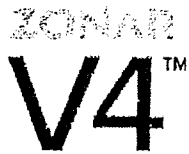
Operate with Speed and Efficiency

With instant notification of defects, your fleet management team can keep each of your vehicles in top shape, reducing the number of

breakdowns on the road. No more delays waiting for paper inspections to be submitted and reviewed. Vehicle uptime is increased through accurate detection of defects and instant notification for maintenance planning.

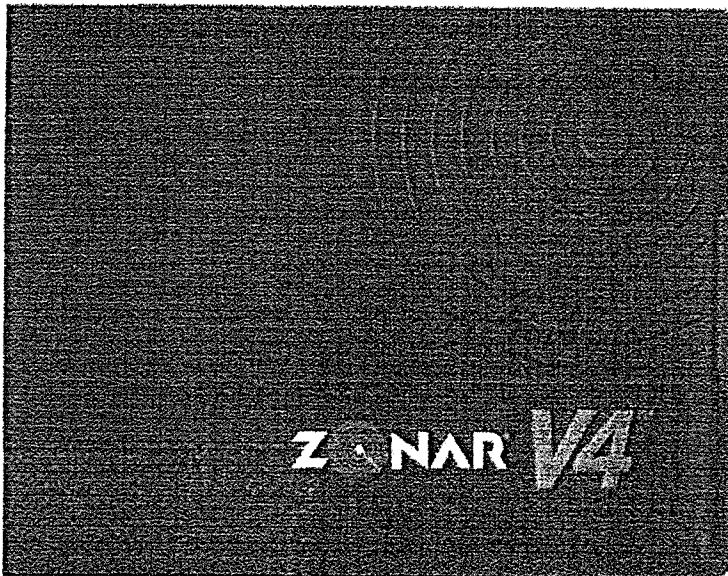


For more information, visit zonarsystems.com/evir
zonarsystems.com | 18200 Cascade Ave S., Seattle, WA 98188 | 877-843-3847



Telematics Control Unit

Appendix D



TRACK

asset location,
odometer,
fuel use

PERFORM

driver and
safety
monitoring

DIAGNOSE

remote engine
and system
diagnostics

REDUCE

costs with
efficient asset
deployment

Enables Smart Fleets of the Future

Gain insight, improve decision making and increase fleet safety with real-time access to critical data on speed, location, idle and diagnostic codes. The V4 is a unique Telematics Control Unit that can be deployed in light, medium and heavy-duty vehicles. Built-in LTE, 4G and 3G cellular radios remain compatible despite evolving network changes. Analyze your entire fleet with Zonar's Ground Traffic Control® solution or extend data to your ERP, TMS or other third-party software using our API and custom integration services. The Anti-tamper feature sends out an immediate notification and location to reduce theft and protect against unauthorized interference. Deploy new functionality and additional sensors with Bluetooth® and 802.11 wireless connectivity.

High-precision Location Tracking

With GNSS positioning services, the V4 uses GPS, GLONASS, Galileo or BeiDou satellites to calculate your vehicles location. This provides you with precise location data that's accurate and available wherever your fleet operates.

Features and Capabilities

- High-definition GNSS Location Tracking
- Anti-tamper alert system
- Reliable LTE/4G/3G network
- Dynamic geo-fencing
- True idle, speed and odometer
- Bluetooth® 4.1
- 802.11b/g/n
- SAE J 1708/1587 and J1939 compatible
- 3-year warranty



For more information, visit zonarsystems.com/V4-telematics

zonarsystems.com | 18200 Cascade Ave S., Seattle, WA 98188 | 877-843-3847



Transform Fleet Operations at Minimal Cost

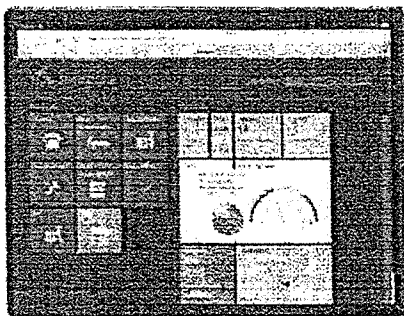
At Tyler Technologies, we recognized a need in the K-12 transportation industry for a software solution that would allow districts to manage all the aspects of their bus fleet—from routing to fleet maintenance, from activity trips to GPS—in one, integrated program. Traditional transportation software has always been offered in the form of bulky, multi-faceted systems with different interfaces, different data sources, and different requirements for training and installation. This presents a barrier to entry which is too high for many school districts to tackle.

Traversa® was designed to reduce these obstacles, making it simple and cost-efficient for districts to implement a comprehensive transportation management solution out of the box. Traversa empowers districts to route buses, plan activity trips, track work orders, schedule fleet maintenance, monitor GPS data and more.

The Latest Technology in an Easy-to-Use Format

Mobile Friendly—built using HTML5, Traversa is touch-friendly and fully functional on a standard tablet. The interface is equally intuitive for PC users, and as it is web-based, it can be accessed from the depot, home or anywhere else where work needs to be done.

Role-Tailored Interface—Traversa is flexible enough to improve the work processes of any transportation staff member, including the Transportation Director who needs to see all available data. Each Traversa user sees only what they need to do their job.



Cloud-Based for Low Cost Implementation

Traversa is cloud-based, which makes it easy for districts to install and implement this program without needing to purchase costly equipment or hire an IT specialist. Tyler's implementation team will convert data, help verify maps, provide training and data security, even disaster recovery, at no additional cost.

Esri® Mapping System—one of the most advanced and cost-effective mapping/GIS systems ever developed, Esri interfaces with third-party data providers to show traffic flow, construction projects, city planning, evacuation routes, weather and more.

System Requirements:

Client OS

- Windows

Browser Client/s

- Internet Explorer 10
- Chrome
- Firefox

Please contact the Tyler Technologies Technical Support team for information about the support of new operating systems and browser versions beyond those listed above.

Empowering people who serve the public™



For more information, visit
www.tyler-tech.com

or email
info@tyler-tech.com

A Total Transportation Solution

Improve efficiency in every area of transportation management using Traversa's many integrated features.

Routing & Planning—build routes and runs, create and manage school boundaries, and assign drivers and vehicles with Traversa's routing software. Stop times are editable, and information like right-side service can be easily entered. Then route coordinators can generate directions describing the streets and bus stops visited. On a standard tablet, routes and runs can be drawn right on the map!

GPS/AVL—track fleet vehicles by viewing them on a map in real time. The GPS/AVL software collects and monitors data such as speed, location and heading. Additionally it can be used to retrieve historical coordinates (i.e. paths) for individual vehicles.



Fleet Maintenance and Work Order Tracking—monitor the maintenance that occurs in the transportation department on a daily basis. Record work orders with details of what vehicle is to be worked on, the work that's being done, which parts are used and who is doing the work. Track preventive maintenance for each vehicle; see what maintenance is scheduled to occur and how long the work will take to complete.

Activity Trip Management—enter field trip information, plot the path on a map, and specify who is driving and being transported on that field trip or other activity trips. Make sure that the driver knows where and when to go to complete the trip. Easily enter individual trip information, or import data on a larger number of predetermined trips into the system, for example, for athletic schedules.

Mobile Alerts for Drivers—send mobile alerts and messages to the fleet by means of text messaging, emails, automated phone calls or any other relevant method. This technology can also be used for sending bus passes or notifications through a student's preferred contact method.

Entity Management—review and edit the data for individual people and items that is maintained at the school district. This include students, employees (and their certifications) and vehicles.

Global Search—in one global search box, search for any entry or entity in the entire Traversa database. No complicated drilling down or messy file system.

Driver Rollout—make sure drivers and vehicles are ready to go, have left the vehicle lot and are on their way to pick up students with this real-time data tool. A dispatcher can mark a run-driver-vehicle grouping as "good to go," meaning that the driver is checked in, the vehicle started and they're on their way. On a daily basis, dispatchers also have the ability to do the following:

- Substitute a driver
- Substitute a vehicle
- Cancel the run
- Flag an entity for follow up

Reporting—generate standard and user-defined reports and export them for use in common document software.

Calendar—enter basic academic information, including school holidays or meetings.

APPENDIX E

SEE ATTACHED

**Board's Child Abuse and Neglect Reporting Policy and
Department of Children and Families Form**

STUDENTS

Child Sexual Abuse and Assault Policy and Reporting Procedure

The Coventry Board of Education has adopted a uniform child sexual abuse and/or sexual assault response policy and reporting procedure in connection with the implementation of its sexual assault and abuse prevention and awareness program.

I. Procedures for Reporting of Child Sexual Abuse and Sexual Assault

- A. Parents (or guardians) of students may file a written report of suspected child sexual abuse and/or sexual assault pertaining to any student enrolled in the Coventry Public Schools. The written report of suspected child sexual abuse and/or sexual assault shall be reasonably specific as to the basis for the report, including the time and place of the suspected abuse and/or sexual assault, the number of incidents, the victim of the child sexual abuse and/or sexual assault, and the names of potential witnesses or others with pertinent information. Such written reports may be filed with any building or central office administrator. All reports shall be forwarded to the Safe School Climate Specialist for the school in which the student is enrolled. The Safe School Climate Specialist or designee shall cause such reports to be reviewed and actions taken consistent with this policy.
- B. Any adult affiliated with the school community may file a written report of suspected child sexual abuse and/or sexual assault pertaining to any student enrolled in the Coventry Public Schools. The written report of suspected child sexual abuse and/or sexual assault shall be reasonably specific as to the basis for the report, including the time and place of the suspected abuse and/or sexual assault, the number of incidents, the victim of the child sexual abuse and/or sexual assault, and the names of potential witnesses or others with pertinent information. Such written reports may be filed with any building or central office administrator. All reports shall be forwarded to the Safe School Climate Specialist for the school in which the student is enrolled. The Safe School Climate Specialist or designee shall cause such reports to be reviewed and actions taken consistent with this policy.
- C. Students may make written or verbal reports of child sexual abuse and/or sexual assault to any school employee. All reports shall be forwarded to the Safe School Climate Specialist for the school in which the student is enrolled. The Safe School Climate Specialist or designee shall cause such reports to be reviewed and actions taken consistent with this policy.
- D. Upon receipt of any report of child sexual abuse and/or sexual assault from any source, a school employee shall report such suspicion to the appropriate authority in accordance with Board Policy [4116.35], pertaining to **REPORTS**

**OF SUSPECTED ABUSE OR NEGLECT OF CHILDREN OR SEXUAL ASSAULT
OF STUDENTS BY SCHOOL EMPLOYEES.**

II. Procedures for Review of Reports of Child Sexual Abuse and/or Assault

- A. The Safe School Climate Specialist or designee for the school in which the student is enrolled shall be responsible for reviewing any reports of suspected child sexual abuse and/or sexual assault. In the event that the suspected child sexual abuse and/or sexual assault has not yet been reported to the appropriate authority in accordance with Board Policy [4116.35], pertaining to **REPORTS OF SUSPECTED ABUSE OR NEGLECT OF CHILDREN OR SEXUAL ASSAULT OF STUDENTS BY SCHOOL EMPLOYEES**, the Safe School Climate Specialist or designee shall promptly cause such a report to be made.
- B. If/when such report alleges that an employee of the Board of Education or other individual under the control of the Board is the perpetrator of child sexual abuse and/or sexual assault, the Safe School Climate Specialist or designee shall immediately notify the Superintendent of Schools, who shall cause such report to be investigated in accordance with Board Policy [4116.35], pertaining to **REPORTS OF SUSPECTED ABUSE OR NEGLECT OF CHILDREN OR SEXUAL ASSAULT OF STUDENTS BY SCHOOL EMPLOYEES**.
- C. The Safe School Climate Specialist or designee shall also promptly notify the parents or guardians of the student about whom a report of suspected child sexual abuse and/or sexual assault has been made. The notification requirement shall not apply if a parent or guardian is the individual suspected of perpetrating the child sexual abuse and/or sexual assault. The Safe School Climate Specialist or designee shall offer to meet with the parents or guardians of the student about whom a report of suspected child sexual abuse and/or sexual assault has been made, in order to discuss the district's review and support procedures, including but not limited to: 1) actions that child victims of sexual abuse and/or sexual assault and their families may take to obtain assistance, 2) intervention and counseling options for child victims of sexual abuse and/or assault, and 3) access to educational resources to enable child victims of sexual abuse and/or sexual assault to succeed in school. If either a Department of Children and Families ("DCF") investigation or a police investigation is pending pertaining to the report of suspected child sexual abuse and/or sexual assault, the Safe School Climate Specialist or designee shall obtain the permission of DCF and/or the police department conducting the investigation prior to informing the parents/guardians of the report.
- D. In the event that the report of suspected child sexual abuse and/or sexual assault alleges that another student enrolled in the Coventry Public Schools is the perpetrator of the sexual abuse and/or sexual assault, the Safe School

Climate Specialist or designee shall also take appropriate action to investigate or cause such a report to be investigated, and appropriate remedial actions taken, in accordance with Board Policy [5131.71], pertaining to **REPORTS OF SUSPECTED ABUSE OR NEGLECT OF CHILDREN OR SEXUAL ASSAULT OF STUDENTS BY SCHOOL EMPLOYEES**, Board Policy [4116.35], pertaining to **Bullying Prevention and Intervention**, and Board Policy [5131.7], **Sex Discrimination and Sexual Harassment**.

- E. The Safe School Climate Specialist or designee shall develop a student support plan for any who has been a victim of child sexual abuse and/or sexual assault. The report of suspected sexual abuse and/or assault need not be verified prior to the implementation of a support plan. The elements of the support plan shall be determined in the discretion of the Safe School Climate Specialist or designee, and shall be designed to support the student victim's ability to access the school environment.

III. Support Strategies

- A. Child sexual abuse and/or sexual assault can take many forms and can vary dramatically in the nature of the offense and the impact the behavior may have on the victim and other students. Accordingly, there is no one prescribed response to child sexual abuse and/or sexual assault.
- B. The following sets forth possible interventions and supports which may be utilized to support individual student victims of child sexual abuse and/or sexual assault:
 - 1. Referral to a school counselor, psychologist or other appropriate social or mental health service.
 - 2. Encouragement of the student victim to seek help when feeling overwhelmed or anxious in the school environment.
 - 3. Facilitated peer support groups.
 - 4. Designation of a specific adult in the school setting for the student victim to seek out for assistance.
 - 5. Periodic follow-up by the Safe School Climate Specialist and/or Title IX Coordinator with the victim of sexual abuse and assault.
- C. The following sets forth possible interventions and supports which may be utilized systemically as prevention and intervention strategies pertaining to child sexual abuse and/or sexual assault:

1. School rules prohibiting sexual assault and establishing appropriate consequences for those who engage in such acts.
2. School-wide training related to prevention and identification of, and response to, child sexual abuse and/or sexual assault.
3. Age-appropriate educational materials designed for children in grades kindergarten to twelve, inclusive, regarding child sexual abuse and sexual assault awareness and prevention that will include information pertaining to, and support for, disclosures of sexual abuse and sexual assault, including but not limited to:
 - (a) the skills to recognize child sexual abuse and sexual assault, boundary violations and unwanted forms of touching and contact, and the ways offenders groom or desensitize victims; and
 - (b) strategies to promote disclosure, reduce self-blame and mobilize bystanders.
4. Promotion of parent involvement in child sexual abuse and sexual assault prevention and awareness through individual or team participation in meetings, trainings and individual interventions.
5. Respectful and supportive responses to disclosures of child sexual abuse and/or sexual assault by students.
6. Use of peers to help ameliorate the plight of victims and include them in group activities.
7. Continuing awareness and involvement on the part of students, school employees and parents with regards to prevention and intervention strategies.

IV. Safe School Climate Specialists

The administrators located at each site are considered "Safe School Climate Specialists."

V. Community Resources

The Board of Education recognizes that prevention of child sexual abuse and sexual assault requires a community approach. Supports for victims and families will include both school and community sources. The national, state and local resources below may be accessed by families at any time, without the need to involve school personnel.

A. National Resources:

National Center for Missing & Exploited Children Resource Center

<http://www.missingkids.com/Publications>

699 Prince Street, Alexandria, Virginia 22314-3175

24-hour call center: 1-800-843-5678

- Online resource center contains publications on child safety and abuse prevention, child sexual exploitation, and missing children.

National Children's Advocacy Center

www.nationalcac.org

210 Pratt Ave., Huntsville, Alabama 35801

Telephone: (256) 533-5437

National Child Traumatic Stress Network

www.nctsn.org

General information on childhood trauma, including information on child sexual abuse.

- NCCTS — Duke University
1121 West Chapel Hill Street Suite 201
Durham, NC 27701
Telephone: (919) 682-1552

National Sexual Violence Resource Center (Includes Multilingual Access)

<http://www.nsvrc.org/projects/multilingual-access/multilingual-access>

123 North Enola Drive

Enola, PA 17025

Toll Free Telephone: 877-739-3895

Darkness to Light

<http://www.d2l.org>

Grassroots national non-profit organization to educate adults to prevent, recognize and react responsibly to child sexual abuse.

1064 Gardner Road, Suite 210

Charleston, SC 29407

National Helpline: (866) FOR-LIGHT

Administrative Office: (843) 965-5444

B. Statewide Resources:

Department of Children and Families

<http://www.ct.gov/dcf/site/default.asp>

Connecticut agency responsible for protecting children who are abused or neglected

505 Hudson Street

Hartford, Connecticut 06106

Child Abuse and Neglect Careline: 1-800-842-2288

Telephone, Central Office: (860) 550-6300

- FAQs About Reporting Suspected Abuse and Neglect:
<http://www.ct.gov/dcf/cwp/view.asp?a=2534&Q=314388&dcfNav=|>

The Connecticut Alliance to End Sexual Violence

<http://EndSexualViolenceCT.org/>

Telephone: (860) 282-9881

Statewide coalition of community-based sexual assault crisis service programs working to end sexual violence through victim assistance, public policy advocacy, and prevention education training. Each member center provides free and confidential 24/7 hotline services in English and Spanish, individual crisis counseling, support groups, accompaniment and support in hospitals, police stations, and courts, referral information, and other services to anyone in need.

- *To find a Connecticut Alliance to End Sexual Violence member program please visit:*
<http://endsexualviolencect.org/who-we-are/our-members/>

Connecticut Children's Alliance

www.ctchildrensalliance.org

75 Charter Oak Ave Suite 1-309

Hartford, Connecticut 06106

Phone: (860) 610-6041

CCA is a statewide coalition of Child Advocacy Centers and Multidisciplinary Teams.

Connecticut Network of Care

<http://connecticut.networkofcare.org>

Connecticut Network of Care is an online information portal listing programs and support groups for sexual assault and abuse in Connecticut.

Legal References: Conn. Gen. Stat s. 17a-101q, Statewide Sexual Abuse and Assault Awareness and Prevention Program

ADOPTED: December 8, 2016

REVISED: _____

S&G 9/21/2016

REPORT OF SUSPECTED CHILD ABUSE OR NEGLECT

DCF-136
05/2015 (Rev.)



Careline
1-800-842-2288

Within forty-eight hours of making an oral report, a mandated reporter shall submit this form (DCF-136) to the relevant Area Office listed below
See the reverse side of this form for a summary of Connecticut law concerning the protection of children.

Please Print or Type

Child's Name	<input type="checkbox"/> M <input type="checkbox"/> F	Age Or DOB	Race: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black/African American (not of Hispanic Origin)	<input type="checkbox"/> Hispanic <input type="checkbox"/> White (not of Hispanic origin) <input type="checkbox"/> Unknown <input type="checkbox"/> Other _____
Child's Address				
Name Of Parents Or Other Person Responsible For Child's Care		Address		Phone Number
Name Of Careline Worker To Whom Oral Report Was Made		Date Of Oral Report	Date And Time Of Suspected Abuse/Neglect	
Name Of Suspected Perpetrator, If Known		Address And Phone Number, If Known		Relationship To Child
Nature And Extent Of Injury(ies), Maltreatment Or Neglect				
Describe The Circumstances Under Which The Injury(ies), Maltreatment Or Neglect Came To Be Known				
Describe the Reasons Such Persons(s) Are Suspected of Causing Such Injuries, Maltreatment of Neglect				
Information Concerning Any Previous Injury(ies), Maltreatment Or Neglect Of The Child Or His/Her Siblings				
Information Concerning Any Prior Cases(s) In Which The Person(s) Have Been Suspected Of Causing An Injury(ies), Maltreatment Or Neglect Of A Child				
List Names And Ages Of Siblings, If Known				
What Action, If Any, Has Been Taken To Treat, Provide Shelter Or Otherwise Assist The Child?				
REPORTER SECTION				
Reporter's Name:		Reporter's Race		
Agency Name:		<input type="checkbox"/> American Indian or Alaskan Native		
Phone Number:		<input type="checkbox"/> Asian/Pacific Islander		
Agency Address:		<input type="checkbox"/> Black/African American (not of Hispanic Origin)		
City:		<input type="checkbox"/> Hispanic (any race)		
		<input type="checkbox"/> White (not of Hispanic origin)		
		<input type="checkbox"/> Prefer Not to Answer		
		<input type="checkbox"/> Other _____		
Reporter's Signature		Position		Date
WHITE COPY: TO DCF AREA OFFICE (see below) IF YOU NEED ADDITIONAL SPACE, YOU MAY ATTACH MORE DOCUMENTATION				
Bridgeport 100 Fairfield Avenue Bridgeport, CT 06604 203-384-5300 TDD: 203-384-5399 Fax: 203-384-5306	Danbury 131 West Street Danbury, CT 06810 203-207-5100 TDD: 203-748-8325 Fax: 203-207-5169	Hartford 250 Hamilton Street Hartford, CT 06105 860-418-8000 TDD: 860-315-4082 Fax: 860-418-8325	Manchester 364 West Middle Turnpike Manchester, CT 06040 860-533-3600 TDD: 860-315-4415 Fax: 860-533-3734	Norwalk 761 Main Avenue, 1-Park Complex Norwalk, CT 06851 203-899-1400 TDD: 203-899-1491 Fax: 203-899-1463, 203-899-1464
Meriden One West Main Street Meriden CT 06451 203-238-8400 TDD: 203-238-8517 Fax: 203-238-6425	Middletown 2081 South Main Street Middletown, CT 06457 860-638-2100 TDD: 860-638-2195 Fax: 860-346-0098	Milford 38 Wellington Road Milford, CT 06461 203-306-5300 TDD: 203-306-5604 Fax: 203-306-5606	New Britain One Grove Street, 4th Floor New Britain, CT 06053 860-832-5200 TDD: 860-832-5370 Fax: 860-832-5491	New Haven One Long Wharf Drive New Haven, CT 06511 203-786-0500 TDD: 203-786-2599 Fax: 203-786-0660
Norwich Two Courthouse Square Norwich, CT 06360 860-886-2841 TDD: 860-885-2438 Fax: 860-887-3683	Torrington 62 Commercial Blvd Torrington, CT 06790 860-496-5700 TDD: 860-496-5798 Fax: 860-496-5834	Waterbury 395 West Main Street Waterbury, CT 06702 203-759-7000 TDD: 203-465-7329 Fax: 203-759-7295	Willimantic 322 Main Street Willimantic, CT 06226 860-450-2000 TDD: 860-456-6603 Fax: 860-450-1051	Special Investigations Unit 505 Hudson Street, 7th Floor Hartford, CT 06106 860-550-6696 FAX: 860-723-7237

SUMMARY OF LEGAL REQUIREMENTS CONCERNING CHILD ABUSE/ NEGLECT

PUBLIC POLICY OF THE STATE OF CONNECTICUT (C.G.S. §17a-101)

To protect children whose health and welfare may be adversely affected through injury and neglect; to strengthen the family and to make the home safe for children by enhancing the parental capacity for good child care; to provide a temporary or permanent nurturing and safe environment for children when necessary; and for these purposes to require the reporting of suspected child abuse or neglect, investigation of such reports by a social agency, and provision of services, where needed, to such child and family.

WHO IS MANDATED TO REPORT CHILD ABUSE/NEGLECT?

Child Advocate and OCA Employees	Mental Health Professionals
Chiropractors	Optometrists
Coaches and Directors of a Private Youth Sports, Organization or Team	Persons Paid to Care for Children
Coaches and Athletic Directors of Youth Athletics	Persons who Provide Services to and have Regular Contact with Students
Dental Hygienists	Pharmacists
Dentists	Physical Therapists
Department of Children and Families Employees	Physician Assistants
Domestic Violence Counselors	Podiatrists
Office of Early Childhood Employees and Department of Public Health Employees who are Responsible for Licensing Day Cares and Camps	Police Officers
Family Relations Counselors (Judicial Dept.)	Probation Officers (Juvenile or Adult)
Family Rel. Counselor Trainees (Judicial Dept.)	Psychologists
Family Services Supervisors (Judicial Dept.)	Public or Private Institution of Higher Education Administrators, Faculty, Staff, Athletic Directors, Athletic Coaches and Athletic Trainers
Licensed Foster Parents	Registered Nurses
Licensed Marital and Family Therapists	School Administrators
Licensed or Unlicensed Interns at Any Hospital	School Coaches
Licensed or Unlicensed Resident Physicians	School Guidance Counselors
Licensed Physicians	School Paraprofessionals
Licensed Practical Nurses	School Superintendents
Licensed Professional Counselors	School Teachers
Licensed Surgeons	Sexual Assault Counselors
Licensed/Certified Alcohol and Drug Counselors	Social Workers
Licensed/Certified Emergency Medical Services Providers	Substitute Teachers
Medical Examiners	
Members of the Clergy	

DO THOSE MANDATED TO REPORT INCUR LIABILITY?

No. Any person, institution or agency which, in good faith, makes or does not make a report, shall be immune from any civil or criminal liability provided such person did not perpetrate or cause such abuse or neglect.

IS THERE A PENALTY FOR NOT REPORTING?

Yes. Any person required to report who fails to do so may be prosecuted for a Class A misdemeanor and may be required to participate in an educational and training program. Any person who intentionally and unreasonably interferes with or prevents a report may be prosecuted for a Class D felony.

IS THERE A PENALTY FOR MAKING A FALSE REPORT?

Yes. Any person who knowingly makes a false report of child abuse or neglect may be fined not more than \$2,000 or imprisoned for not more than one year or both. The identity of such person shall be disclosed to the appropriate law enforcement agency and to the alleged perpetrator of the abuse.

WHAT ARE THE REPORTING REQUIREMENTS?

- An oral report shall be made by a mandated reporter by telephone or in person to the DCF Careline or to a law enforcement agency as soon as practicable, but not later than 12 hours after the mandated reporter has reasonable cause to suspect or believe that a child has been abused or neglected or placed in imminent risk of serious harm. If a law enforcement agency receives an oral report, it shall immediately notify Careline. Oral reports to the Careline shall be recorded.
- Within 48 hours of making an oral report, a mandated reporter shall submit a written report to the DCF Careline on the DCF-136, "Report of Suspected Child Abuse or Neglect."
- When a mandated reporter is a member of the staff of a public or private institution or facility that provides care for children or a public or private school, the reporter shall also submit a copy of the written report to the person in charge of such institution, school or facility or the person's designee.

DCF CHILD ABUSE AND NEGLECT CARELINE: 1-800-842-2288

STATUTORY REFERENCES: C.G.S. 17a-28, §17a-101 *et seq.*; §46b-120

DEFINITIONS OF ABUSE AND NEGLECT

Abused Child: Any child who has a non-accidental physical injury, or injuries which are at variance with the history given of such injuries, or is in a condition which is the result of maltreatment such as, but not limited to, malnutrition, sexual molestation, deprivation of necessities, emotional maltreatment or cruel punishment.

Neglected Child: Any child who has been abandoned or is being denied proper care and attention, physically, educationally, emotionally, or morally or is being permitted to live under conditions, circumstances or associations injurious to his or her well-being.

Exception: The treatment of any child by an accredited Christian Science practitioner shall not by itself constitute neglect or maltreatment.

CHILD UNDER AGE 13 WITH VENEREAL DISEASE: A physician or facility must report to Careline upon the consultation, examination or treatment for venereal disease of any child who has not reached his or her 13th birthday.

DO PRIVATE CITIZENS HAVE A RESPONSIBILITY FOR REPORTING?

Yes. Any person having reasonable cause to suspect or believe that any child under the age of 18 is in danger of being abused or has been abused or neglected may cause a written or oral report to be made to the Careline or a law enforcement agency. Any person making the report in good faith is immune from any liability, civil or criminal. However, the person is subject to the penalty for making a false claim.

WHAT IS THE AUTHORITY AND RESPONSIBILITY OF THE DEPARTMENT OF CHILDREN AND FAMILIES (DCF)?

All child protective services in Connecticut are the responsibility of the Department of Children and Families.

Upon the receipt of a report of child abuse or neglect, the Careline shall cause the report to be classified, evaluated immediately and forwarded to the appropriate Area Office for the commencement of an investigation or for the provision of services within timelines specified by statute and policy.

If an investigation produces evidence of child abuse or neglect, DCF shall take such measures as it deems necessary to protect the child, and any other children similarly situated, including, but not limited to, immediate notification to the appropriate law enforcement agency, and the removal of the child from his or her home with or without the parents' consent consistent with state law.

If DCF has probable cause to believe that the child or any other child in the household is at imminent risk of physical harm from the surroundings, and that immediate removal from such surroundings is necessary to ensure the child's safety, the Commissioner or designee shall authorize any employee of DCF or any law enforcement officer to remove the child and any other child similarly situated from such surroundings without the consent of the child's parent or guardian. The removal of a child shall not exceed 96 hours. If the child is not returned home within such 96-hour period, with or without protective services, DCF shall file a motion for temporary custody with the Superior Court for Juvenile Matters.

WHAT MEANS ARE AVAILABLE FOR REMOVING A CHILD FROM HIS OR HER HOME?

- 96-Hour hold by the Commissioner of DCF or designee (see above).
- 96-Hour hold by a physician – Any physician examining a child with respect to whom abuse or neglect is suspected shall have the right to keep such child in the custody of a hospital for no longer than 96 hours in order to perform diagnostic tests and procedures necessary to the detection of child abuse or neglect and to provide necessary medical care with or without the consent of such child's parents or guardian or other person responsible for the child's care, provided the physician has made reasonable attempts to (1) advise such child's parents or guardian or other person responsible for the child's care that the physician suspects the child has been abused or neglected, and (2) obtain consent of such child's parents or guardian or other person responsible for the child's care. In addition, such physician may take or cause to be taken photographs of the area of trauma visible on a child who is the subject of such report without the consent of such child's parent's or guardian or other person responsible for the child's care. All such photographs or copies thereof shall be sent to the local police department and the Department of Children and Families.
- Bench order of temporary custody – Whenever any person is arrested and charged with an offense under Section 53-20 or 53-21 or under Part V, VI, or VII of Chapter 952, as amended, the victim of which offense was a minor residing with the defendant, any judge of the Superior Court may, if it appears that the child's condition or circumstances surrounding the case so require, issue an order to the Commissioner of the Department of Children and Families to assume immediate custody of such child and, if the circumstances so require, any other children residing with the defendant and to proceed thereon as in other cases.

WHAT IS THE CENTRAL REGISTRY OF PERPETRATORS OF ABUSE OR NEGLECT?

The Department of Children and Families maintains a registry of persons who have been substantiated as responsible for child abuse or neglect and pose a risk to the health safety or well-being of children. The Central Registry is available on a 24-hour daily basis to prevent or discover child abuse of children.

APPENDIX F

SEE ATTACHED
Board's Safe School Climate Plan and Form

STUDENTS

Safe School Climate Plan

The Board is committed to creating and maintaining a physically, emotionally, and intellectually safe educational environment free from bullying, dating violence, harassment and discrimination. In order to foster an atmosphere conducive to learning, the Board has developed the following Safe School Climate Plan, consistent with state law and Board Policy. This Plan represents a comprehensive approach to addressing bullying, cyberbullying and dating violence and sets forth the Board's expectations for creating a positive school climate and thus preventing, intervening, and responding to incidents of bullying and dating violence.

Bullying behavior and dating violence are strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include suspension or expulsion from school. The district's commitment to addressing bullying behavior and dating violence, however, involves a multi-faceted approach, which includes education and the promotion of a positive school climate in which bullying will not be tolerated by students or school staff.

I. Prohibition Against Bullying, Dating Violence and Retaliation

- A. The Board expressly prohibits any form of bullying behavior and dating violence on school grounds; at a school-sponsored or school-related activity, function or program whether on or off school grounds; at a school bus stop; on a school bus or other vehicle owned, leased or used by a local or regional board of education; or through the use of an electronic device or an electronic mobile device owned, leased or used by Board of Education.
- B. The Board also prohibits any form of bullying behavior outside of the school setting if such bullying (i) creates a hostile environment at school for the student against whom such bullying was directed, (ii) infringes on the rights of the student against whom such bullying was directed at school, or (iii) substantially disrupts the education process or the orderly operation of a school;
- C. The Board further prohibits any form of dating violence outside of the school setting if such violence substantially disrupts the educational process;
- D. In addition to prohibiting student acts that constitute bullying, the Board also prohibits discrimination and/or retaliation against an individual who reports or assists in the investigation of an act of bullying.
- E. Students who engage in bullying behavior or dating violence in violation of Board Policy and the Safe School Climate Plan shall be subject to school discipline, up to and including expulsion, in accordance with the Board's

policies on student discipline, suspension and expulsion, and consistent with state and federal law.

II. Definition of Bullying

- A. **"Bullying"** means the repeated use by one or more students of a written, oral, or electronic communication, such as cyberbullying, directed at or referring to another student attending school in the same district, or a physical act or gesture by one or more students repeatedly directed at another student attending school in the same school district, that:
- (1) causes physical or emotional harm to such student or damage to such student's property;
 - (2) places such student in reasonable fear of harm to himself or herself, or of damage to his or her property;
 - (3) creates a hostile environment at school for such student;
 - (4) infringes on the rights of such student at school; or
 - (5) substantially disrupts the education process or the orderly operation of a school.
- B. Bullying shall include, but not be limited to, a written, verbal or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristics, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

III. Other Definitions

- A. **"Cyberbullying"** means any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications.
- B. **"Electronic communication"** means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic or photo-optical system.

- C. **"Hostile environment"** means a situation in which bullying among students is sufficiently severe or pervasive to alter the conditions of the school climate.
- D. **"Mobile electronic device"** means any hand-held or other portable electronic equipment capable of providing data communication between two or more individuals, including, but not limited to, a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment that is capable of playing a video game or a digital video disk, or equipment on which digital images are taken or transmitted.
- E. **"Outside of the school setting"** means at a location, activity or program that is not school related, or through the use of an electronic device or a mobile electronic device that is not owned, leased or used by a local or regional board of education.
- F. **"Prevention and intervention strategy"** may include, but is not limited to,
- (1) implementation of a positive behavioral interventions and supports process or another evidence-based model approach for safe school climate or for the prevention of bullying identified by the Department of Education,
 - (2) school rules prohibiting bullying, harassment and intimidation and establishing appropriate consequences for those who engage in such acts,
 - (3) adequate adult supervision of outdoor areas, hallways, the lunchroom and other specific areas where bullying is likely to occur,
 - (4) inclusion of grade-appropriate bullying education and prevention curricula in kindergarten through high school,
 - (5) individual interventions with the bully, parents and school employees, and interventions with the bullied child, parents and school employees,
 - (6) school-wide training related to safe school climate,
 - (7) student peer training, education and support,
 - (8) promotion of parent involvement in bullying prevention through individual or team participation in meetings, trainings and individual interventions, and

- (9) culturally competent school-based curriculum focusing on social-emotional learning, self-awareness and self-regulation.
- G. **"School climate"** means the quality and character of school life with a particular focus on the quality of the relationships within the school community between and among students and adults.
- H. **"School employee"** means
 - (1) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by a local or regional board of education or working in a public elementary, middle or high school; or
 - (2) any other individual who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the local or regional board of education.
- I. **"School-Sponsored Activity"** shall mean any activity conducted on or off school property (including school buses and other school-related vehicles) that is sponsored, recognized or authorized by the Board of Education.
- J. **"Dating violence"** means any act of physical, emotional or sexual abuse, including stalking, harassing and threatening, that occurs between two students who are currently in or who have recently been in a dating relationship.

IV. Leadership and Administrative Responsibilities

A. Safe School Climate Coordinator

The Superintendent shall appoint, from existing school district staff, a District Safe School Climate Coordinator ("Coordinator"). The Coordinator shall:

- (1) be responsible for implementing the district's Safe School Climate Plan ("Plan");
- (2) collaborate with Safe School Climate Specialists, the Board, and the Superintendent to prevent, identify and respond to bullying in district schools;

- (3) provide data and information, in collaboration with the Superintendent, to the Department of Education regarding bullying; and
- (4) meet with Safe School Climate Specialists at least twice during the school year to discuss issues relating to bullying in the school district and to make recommendations concerning amendments to the district's Plan.

B. Safe School Climate Specialist

The Principal of each school (or principal's designee) shall serve as the Safe School Climate Specialist. The Safe School Climate Specialist shall investigate or supervise the investigation of reported acts of bullying, collect and maintain records of reports and investigations of bullying in the school and act as the primary school official responsible for preventing, identifying and responding to reports of bullying in the school.

V. Development and Review of Safe School Climate Plan

- A. The Principal of each school shall establish a committee or designate at least one existing committee ("Committee") in the school to be responsible for developing and fostering a safe school climate and addressing issues relating to bullying in the school. Such committee shall include at least one parent/guardian of a student enrolled in the school, as appointed by the school principal.
- B. The Committee shall:
 - (1) receive copies of completed reports following bullying investigations;
 - (2) identify and address patterns of bullying among students in the school;
 - (3) implement the provisions of the school security and safety plan, regarding the collection, evaluation and reporting of information relating to instances of disturbing or threatening behavior that may not meet the definition of bullying,
 - (4) review and amend school policies relating to bullying;
 - (5) review and make recommendations to the Coordinator regarding the Safe School Climate Plan based on issues and experiences specific to the school;

- (6) educate students, school employees and parents/guardians on issues relating to bullying;
 - (7) collaborate with the Coordinator in the collection of data regarding bullying; and
 - (8) perform any other duties as determined by the Principal that are related to the prevention, identification and response to school bullying.
- C. Any parent/guardian serving as a member of the Committee shall not participate in any activities which may compromise the confidentiality of any student, including, but not limited to, receiving copies of investigation reports, or identifying or addressing patterns of bullying among students in the school.
- D. The Board of Education shall approve the Safe School Climate Plan developed pursuant to Board policy and submit such plan to the Department of Education. Not later than thirty (30) calendar days after approval by the Board, the Board shall make such plan available on the Board's and each individual school in the school district's web site and ensure that the Safe School Climate Plan is included in the school district's publication of the rules, procedures and standards of conduct for schools and in all student handbooks.

VI. Procedures for Reporting and Investigating Complaints of Bullying

- A. Students and parents (or guardians of students) may file written reports of bullying. Written reports of bullying shall be reasonably specific as to the basis for the report, including the time and place of the alleged conduct, the number of incidents, the target of the suspected bullying, and the names of potential witnesses. Such reports may be filed with any building administrator and/or the Safe School Climate Specialist (i.e. building principal or his/her designee), and all reports shall be forwarded to the Safe School Climate Specialist for review and actions consistent with this Plan.
- B. Students may make anonymous reports of bullying to any school employee. Students may also request anonymity when making a report, even if the student's identity is known to the school employee. In cases where a student requests anonymity, the Safe School Climate Specialist or his/her designee shall meet with the student (if the student's identity is known) to review the request for anonymity and discuss the impact that maintaining the anonymity of the complainant may have on the investigation and on any possible remedial action. All anonymous reports shall be reviewed and reasonable action will be taken to address the situation, to the extent such action may be taken that does not disclose the source of the report, and is

consistent with the due process rights of the student(s) alleged to have committed acts of bullying. No disciplinary action shall be taken solely on the basis of an anonymous report.

- C. School employees who witness acts of bullying or receive reports of bullying shall orally notify the Safe School Climate Specialist, or another school administrator if the Safe School Climate Specialist is unavailable, not later than one (1) school day after such school employee witnesses or receives a report of bullying. The school employee shall then file a written report not later than two (2) school days after making such oral report.
- D. The Safe School Climate Specialist shall be responsible for reviewing any anonymous reports of bullying and shall investigate or supervise the investigation of all reports of bullying and ensure that such investigation is completed promptly after receipt of any written reports. The Safe School Climate Specialist shall also be responsible for promptly notifying the parents or guardians of the student alleged to have committed an act or acts of bullying, and the parents or guardians of the student against whom such alleged act or acts were directed, that an investigation has commenced. In order to allow the district to adequately investigate complaints filed by a student or parent/guardian, the parent of the student suspected of being bullied should be asked to provide consent to permit the release of that student's name in connection with the investigation process, unless the student and/or parent has requested anonymity.
- E. In investigating reports of bullying, the Safe School Climate Specialist or designee will consider all available information known, including the nature of the allegations and the ages of the students involved. The Safe School Climate Specialist will interview witnesses, as necessary, reminding the alleged perpetrator and other parties that retaliation is strictly prohibited and will result in disciplinary action.

VII. Responding to Verified Acts of Bullying

- A. Following investigation, if acts of bullying are verified, the Safe School Climate Specialist or designee shall notify the parents or guardians of the students against whom such acts were directed as well as the parents or guardians of the students who commit such acts of bullying of the finding **not later than forty-eight (48) hours** after the investigation is completed. This notification shall include a description of the school's response to the acts of bullying. In providing such notification, however, Coventry Public Schools will take care to respect the statutory privacy rights of other students, including the perpetrator of such bullying. The specific disciplinary consequences imposed on the perpetrator, or personally identifiable information about a student other than the parent/guardian's own child, may not be disclosed except as provided by law.

- B. In any instance in which bullying is verified, the Safe School Climate Specialist or designee shall invite the parents or guardians of the student against whom such act was directed to a meeting to communicate the measures being taken by the school to ensure the safety of the student/victim and policies and procedures in place to prevent further acts of bullying. The Safe School Climate Specialist or designee shall also invite the parents or guardians of a student who commits any verified act of bullying to a meeting, separate and distinct from the previously described meeting, to discuss specific interventions undertaken by the school to prevent further acts of bullying. The invitation may be made simultaneous with the notification described above in Section VII.A.
- C. If bullying is verified, the Safe School Climate Specialist or designee shall develop a student safety support plan for any student against whom an act of bullying was directed. Such support plan will include safety measures to protect against further acts of bullying.
- D. A specific written intervention plan shall be developed to address repeated incidents of bullying against a single individual or recurrently perpetrated bullying incidents by the same individual. The written intervention plan may include counseling, discipline and other appropriate remedial actions as determined by the Safe School Climate Specialist or designee and may also incorporate a student safety support plan, as appropriate.
- E. Notice to Law Enforcement

If the Principal of a school (or his/her designee) reasonably believes that any act of bullying constitutes a criminal offense, he/she shall notify appropriate law enforcement. Notice shall be consistent with the Board's obligations under state and federal law and Board policy regarding the disclosure of personally identifiable student information. In making this determination, the Principal or his/her designee, may consult with the school resource officer, if any, and other individuals the principal or designee deems appropriate.
- F. If a bullying complaint raises a concern about discrimination or harassment on the basis of a legally protected classification (such as race, religion, color, national origin, sex, sexual orientation, age, disability or gender identity or expression), the Safe School Climate Specialist or designee shall also coordinate any bullying investigation with other appropriate personnel within the district as appropriate (e.g. Title IX Coordinator, Section 504 Coordinator, etc.), so as to ensure that any such bullying investigation complies with the requirements of such policies regarding nondiscrimination.

VIII. Dating Violence

- A. The school strictly prohibits, and takes very seriously any instances of, dating violence, as defined above. The school recognizes that dating violence may take many different forms and may also be considered bullying and/or sexual harassment.
- B. Students and parents (or guardians of students) may bring verbal or written complaints regarding dating violence to any building administrator. The building administrator shall review and address the complaint, which may include referral of the complaint to the Safe School Climate Specialist and/or Title IX Coordinator.
- C. Prevention and intervention strategies concerning dating violence shall be implemented in accordance with Section X below. Discipline, up to and including expulsion, may be imposed against the perpetrator of dating violence, whether such conduct occurs on or off campus, in accordance with Board policy and consistent with federal and state law.

IX. Documentation and Maintenance of Log

- A. Each school shall maintain written reports of bullying, along with supporting documentation received and/or created as a result of bullying investigations, consistent with the Board's obligations under state and federal law. Any educational record containing personally identifiable student information pertaining to an individual student shall be maintained in a confidential manner, and shall not be disclosed to third parties without prior written consent of a parent, guardian or eligible student, except as permitted under Board policy and state and federal law.
- B. The Principal of each school shall maintain a list of the number of verified acts of bullying in the school and this list shall be available for public inspection upon request. Consistent with district obligations under state and federal law regarding student privacy, the log shall not contain any personally identifiable student information or any information that alone or in combination would allow a reasonable person in the school community to identify the students involved. Accordingly, the log should be limited to basic information such as the number of verified acts, name of school and/or grade level and relevant date. Given that any determination of bullying involves repeated acts, each investigation that results in a verified act of bullying for that school year shall be tallied as one verified act of bullying unless the specific actions that are the subject of each report involve separate and distinct acts of bullying. The list shall be limited to the number of verified acts of bullying in each school and shall not set out the particulars of each verified act, including, but not limited to, any personally identifiable student information, which is confidential information by law.

- C. The Principal of each school shall report the number of verified acts of bullying in the school annually to the Department of Education in such manner as prescribed by the Commissioner of Education.

X. Other Prevention and Intervention Strategies

- A. Bullying behavior and dating violence can take many forms and can vary dramatically in the nature of the offense and the impact the behavior may have on the victim and other students. Accordingly, there is no one prescribed response to verified acts of bullying or to dating violence. While conduct that rises to the level of "bullying" or "dating violence," as defined above, will generally warrant traditional disciplinary action against the perpetrator of such bullying or dating violence, whether and to what extent to impose disciplinary action (e.g., detention, in-school suspension, suspension or expulsion) is a matter for the professional discretion of the building principal (or responsible program administrator or his/her designee). No disciplinary action may be taken solely on the basis of an anonymous complaint of bullying. As discussed below, schools may also consider appropriate alternatives to traditional disciplinary sanctions, including age-appropriate consequences and other restorative or remedial interventions.
- B. A specific written intervention plan shall be developed to address repeated incidents of bullying against a single individual or recurrently perpetrated bullying incidents by the same individual. This plan may include safety provisions, as described above, for students against whom acts of bullying have been verified and may include other interventions such as counseling, discipline, and other appropriate remedial or restorative actions as determined by the responsible administrator.
- C. The following sets forth possible interventions which may also be utilized to enforce the Board's prohibition against bullying and dating violence:

(1) Non-disciplinary interventions

When verified acts of bullying are identified early and/or when such verified acts of bullying do not reasonably require a disciplinary response, students may be counseled as to the definition of bullying, its prohibition, and their duty to avoid any conduct that could be considered bullying. Students may also be subject to other forms of restorative discipline or remedial actions, appropriate to the age of the students and nature of the behavior.

If a complaint arises out of conflict between students or groups of students, peer or other forms of mediation may be considered. Special care, however, is warranted in referring such cases to peer mediation. A power imbalance may make the process intimidating for the victim and therefore inappropriate. In such cases, the victim should be given additional support. Alternatively, peer mediation may be deemed inappropriate to address the concern.

When an act or acts of dating violence are identified, the students involved may be counseled as to the seriousness of the conduct, the prohibition of dating violence, and their duty to avoid any such conduct. Students may also be subject to other forms of restorative discipline or remedial actions, appropriate to the age of the students and nature of the behavior.

(2) Disciplinary interventions

When acts of bullying are verified or dating violence occurs, and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Anonymous complaints of bullying, however, shall not be the basis for disciplinary action.

In-school suspension and suspension may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation, in accordance with the Board's Student Discipline policy.

Expulsion may be imposed only after a hearing before the Board of Education, a committee of the Board or an impartial hearing officer designated by the Board of Education in accordance with the Board's Student Discipline policy. This consequence shall normally be reserved for serious incidents of bullying and dating violence, and/or when past interventions have not been successful in eliminating bullying behavior.

(3) Interventions for bullied students and victims of dating violence

The building principal (or other responsible program administrator) or his/her designee shall intervene in order to address incidents of bullying or dating violence against a single individual. Intervention

strategies for a bullied student or victim of dating violence may include the following:

- (a) Referral to a school counselor, psychologist or other appropriate social or mental health service;
- (b) Increased supervision and monitoring of student to observe and intervene in bullying situations or instances of dating violence;
- (c) Encouragement of student to seek help when victimized or witnessing victimization;
- (d) Peer mediation or other forms of mediation, where appropriate;
- (e) Student Safety Support plan;
- (f) Restitution and/or restorative interventions; and
- (g) Periodic follow-up by the Safe School Climate Specialist and/or Title IX Coordinator with the bullied student or victim of dating violence.

(4) General Prevention and Intervention Strategies

In addition to the prompt investigation of complaints of bullying and direct intervention when acts of bullying are verified, other district actions may ameliorate potential problems with bullying in school or at school-sponsored activities. Additional district actions may also ameliorate potential problems with dating violence. While no specific action is required, and school needs for specific prevention and intervention strategies may vary from time to time, the following list of potential prevention and intervention strategies shall serve as a resource for administrators, teachers and other professional employees in each school. Such prevention and intervention strategies may include, but are not limited to:

- (a) School rules prohibiting bullying, dating violence, harassment and intimidation and establishing appropriate consequences for those who engage in such acts;
- (b) Adequate adult supervision of outdoor areas, hallways, the lunchroom and other specific areas where bullying or dating violence are likely to occur;

- (c) Inclusion of grade-appropriate bullying and dating violence education and prevention curricula in kindergarten through high school, which may include instruction regarding building safe and positive school communities including developing healthy relationships and preventing dating violence as deemed appropriate for older students;
- (d) Individual interventions with the perpetrator, parents and school employees, and interventions with the bullied student, parents and school employees;
- (e) School-wide training related to safe school climate, which training may include Title IX sex discrimination/sexual harassment prevention training, Section 504/ADA training, cultural diversity/multicultural education or other training in federal and state civil rights legislation or other topics relevant to safe school climate;
- (f) Student peer training, education and support;
- (g) Promotion of parent involvement in bullying prevention through individual or team participation in meetings, trainings and individual interventions;
- (h) Implementation of a positive behavioral interventions and supports process or another evidence-based model approach for safe school climate or for the prevention of bullying and dating violence, including any such program identified by the Department of Education;
- (i) Respectful responses to bullying and dating violence concerns raised by students, parents or staff;
- (j) Planned professional development programs addressing prevention and intervention strategies, which training may include school violence prevention, conflict resolution and prevention of bullying and dating violence, with a focus in evidence based practices concerning same;
- (k) Use of peers to help ameliorate the plight of victims and include them in group activities;
- (l) Avoidance of sex-role stereotyping;

- (m) Continuing awareness and involvement on the part of school employees and parents with regards to prevention and intervention strategies;
 - (n) Modeling by teachers of positive, respectful, and supportive behavior toward students;
 - (o) Creating a school atmosphere of team spirit and collaboration that promotes appropriate social behavior by students in support of others;
 - (p) Employing classroom strategies that instruct students how to work together in a collaborative and supportive atmosphere; and
 - (q) Culturally competent school-based curriculum focusing on social-emotional learning, self-awareness and self-regulation.
- D. In addition to prevention and intervention strategies, administrators, teachers and other professional employees may find opportunities to educate students about bullying and help eliminate bullying behavior through class discussions, counseling, and reinforcement of socially-appropriate behavior. Administrators, teachers and other professional employees should intervene promptly whenever they observe mean-spirited student conduct, even if such conduct does not meet the formal definition of "bullying."
- E. Funding for the school-based bullying intervention and school climate improvement strategy may originate from public, private, federal or philanthropic sources.

XI. Improving School Climate

Each school will outline affirmative steps to improve the quality of school climate as defined within a particular school and/or district. These strategies should align with school improvement plans **and** school climate assessments, and be based on current data available on the quality of school climate within the school and/or district including, but not limited to, the type, nature, frequency etc. of behavior that may constitute or lead to bullying, dating violence, harassment or similar behavior.

XII. Annual Notice and Training

- A. Students, and parents or guardians of students shall be notified annually of the process by which students may make reports of bullying.
- B. The Board shall provide for the inclusion of language in student codes of conduct concerning bullying.

- C. At the beginning of each school year, each school shall provide all school employees with a written or electronic copy of the school district's safe school climate plan and require that all school employees annually complete training on the identification, prevention and response to bullying as required by law.
- D. Any person appointed by the district to serve as district safe school climate coordinator shall complete mental health and first aid training offered by the Commissioner of Mental Health and Addiction Services.

XIII. School Climate Assessments

Biennially, the Board shall require each school in the district to complete an assessment using the school climate assessment instruments, including surveys, approved and disseminated by the Connecticut State Department of Education. The Board shall collect the school climate assessments for each school in the district and submit such assessments to the Connecticut State Department of Education.

Legal References: Conn. Gen. Stat. § 10-222d § 10-222g § 10-222k § 10-222l §§ 10-233a through 10-233f
Connecticut State Department of Education Circular Letter C-8, Series 2008-2009 (March 16, 2009)

S&G 6/26/2016

Adopted: January 30, 2014

Revised: December 4, 2014

Revised: **December 8, 2016**

Invoice

Date	Invoice #
5/31/23	61045

Coventry Public Schools
Attn: Robert Carroll
1700 Main Street
Coventry, CT 06238

Due Upon Receipt

Customer Code	COV Coventry Contract	Total	\$141,540.30
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M&J Bus Inc.

130 Ingham Hill Road
P.O. Box 801
Old Saybrook, CT 06475
860-388-6782 / 860-395-1448 FAX

Invoice

Date	Invoice #
9/30/23	62171

Bill To

Coventry Public Schools
Attn: Robert Carroll
1700 Main Street
Coventry, CT 06238

Due Upon Receipt

Date	Bus Order #	P.O. #	Description	Amount
9/30/23	SEP, 2023		17 Type I buses @ \$393.40 each per day x 15 days (no go 9/5, 6, 7, 8, and 11)	100,317.00

Customer Code COV Coventry Contract

Total \$100,317.00

M&J Bus Inc.

130 Ingham Hill Road
P.O. Box 801
Old Saybrook, CT 06475
860-388-6782 / 860-395-1448 FAX

Invoice

Date	Invoice #
10/31/23	62972

Bill To

Coventry Public Schools
Attn: Robert Carroll
1700 Main Street
Coventry, CT 06238

Due Upon Receipt

Date	Bus Order #	P.O. #	Description	Amount
10/31/23	OCT, 2023		17 Type I buses @ \$393.40 each per day x 20 days	133,756.00
Customer Code				COV Coventry Contract
Total				\$133,756.00

Coventry Fleet List

ALL BUSES ARE BLUEBIRD BUSES

1514 - 2015 - 77 PASS

1515 - 2015 - 77 PASS

1519 - 2015 - 77 PASS

1612 - 2016- 77 PASS

1614 - 2016 -71 PASS

1616 - 2016 - 77 PASS

1633 - 2016 - 47 PASS

1741 - 2017 - 77 PASS

1742 - 2017 - 77 PASS

1761 - 2017 - 77 PASS

1762 - 2017 - 77 PASS

1763 - 2017 - 77 PASS

1764 - 2017 - 77 PASS

1765 - 2017- 77 PASS

1829 - 2018 - 77 PASS

1830 - 2018 - 77 PASS

2027 - 2020 - 71 PASS

2110 - 2021 - 77 PASS

2127 - 2021 - 71 PASS

2128 – 2021 - 71 PASS