

PROFESSIONAL AGREEMENT
BETWEEN THE
LISBON BOARD OF EDUCATION
AND THE
LISBON EDUCATION ASSOCIATION
2022-2025

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TOWN CLERKS OFFICE
TOWN OF LISBON

TABLE OF CONTENTS

Article I - Recognition	1
Article II - Duration	1
Article III - Agreement	1
Article IV - Board Policies	1
Article V - Sick Leave Pay	2
Article VI - Fringe Benefits	2
Article VII - Teaching Periods.....	5
Article VIII - Class Size.....	6
Article IX - Absences With Pay.....	6
Article X - Professional Development.....	7
Article XI - General Leave	7
Article XII - Military Leave.....	8
Article XIII - Sick Leave	8
Article XIV - Parenthood Leaves	10
Article XV - Evaluation Safeguard Provisions.....	11
Article XVI - General Provisions	11
Article XVII - Teacher Facilities	12
Article XVIII - Certification Information.....	13
Article XIX Curriculum Revision.....	14
Article XX - Grievance Procedures	14
Article XXI - Academic Freedom.....	17
Article XXII - State and Federal Funds	18
Article XXIII - Consultations	18
Article XXIV - Severability.....	18
Article XXV - Placement On The Salary Schedule.....	19
Article XXVI - Dues Deduction	19
Article XXVII - Jury Duty.....	20
Article XXVIII - Association Business Leave.....	20
Article XXIX - Compensations	20
Article XXX - Faculty Meetings.....	20
Article XXXI - Board Rights and Responsibilities.....	21
Article XXXII - Transfers of Teaching Staff.....	21
Article XXXIII - Reduction In Force.....	21

Article XXXIV - Teaching Assignments.....	23
Article XXXV - Withholding of Increment or Salary Increase	23
Article XXXVI - Longevity	24
Article XXXVII- Inclement Weather	24
Salary Schedule 2022 - 2023	26
Salary Schedule 2023 - 2024	27
Salary Schedule 2024 - 2025	28

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Lisbon Education Association as the exclusive representative as defined in Section 10-153f of the Connecticut General Statutes, as amended, for the entire group of certificated professional employees of the Board below the rank of Principal including those teachers holding Durational Shortage Area Permits, other than temporary substitutes.
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement shall refer to all employees in the above unit.

ARTICLE II

DURATION

- A. The provisions of this agreement shall be effective as of July 1, 2022, and shall continue and remain in full force and effect to and including June 30, 2025.

ARTICLE III

AGREEMENT

This agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association; which amendment shall be appended hereto and become a part hereof.

ARTICLE IV

BOARD POLICIES

A copy of the collective bargaining agreement shall be made available on the District's website.

In the event there is a Board policy which conflicts with this agreement, such conflicting policy shall be superseded by the terms of this agreement except for policies reflective of state statute that may suspend terms of this Agreement.

ARTICLE V

SICK LEAVE PAY

Following the completion of ten successive years of teaching in the Lisbon Central School system, a teacher shall be eligible for sick leave pay of one-half of his/her accumulated sick leave. Such payment shall be based on the minimum rate paid to a certified substitute during

said teacher's voluntary withdrawal from the Lisbon Central School System. Payment shall be made to a designated beneficiary in the event of the teacher's death or to the teacher himself/herself in the event of voluntary withdrawal from the system. Teachers shall receive payment no later than September 30 following the year of voluntary withdrawal from the Lisbon Central School System, provided that said teachers have notified the Administration of their voluntary withdrawal by the preceding January 15th. If teachers do not notify the administration of such withdrawal by January 15th, they will receive the payment no later than September 30th of the following calendar year.

Leave as stated in the contract shall not exclude a person from eligibility for the aforementioned sick leave pay.

ARTICLE VI

FRINGE BENEFITS

Section I.

Full time teachers, and their eligible dependents, shall be eligible to receive the following medical insurance benefits:

a. **High Deductible/HSA Plan**

The High Deductible/Health Savings Account plan described below shall become the sole insurance plan for all eligible employees.

Deductible	\$2,000/\$4,000
Coinsurance (In/Out)	In-100% Med Out-80% Med & RX
RX	As Any Other Expense
Coinsurance Max	In/Out Combined \$2,000/\$4,000
Out-of-Pocket Max	\$4,000/\$8,000
In-Network Preventive Care	100%
Employer HSA Funding	50%

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time teacher who elects coverage under the High Deductible/HSA plan (with pro-rated funding of the deductible for part-time teachers).

The Board's contributions toward the plan deductible shall be deposited into the employees' HSA accounts in two installments, the first in September and the second in January. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no

obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

HSA Account Fees: The Board agrees to cover any account set up fee (typically one time) and general monthly maintenance fees. Participants will be responsible for fees related to individual account usage including but not limited to fees for: insufficient funds, lost/replacement debit cards, paper statements, check writing fees (if applicable), ATM withdrawal fees, and minimum balance fees.

HRA Account: An HRA shall be made available for any employee who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.

The Board and the teachers shall pay the following percentages of the costs for coverage in the High Deductible/HSA plan:

	2022-2023	2023-24	2024-25
Board	83%	83%	82%
Teachers	17%	17%	18%

- b. \$50,000 life insurance policy.
- c. Employees shall be eligible for dental insurance benefits provided by the Board for himself/herself, subject to any and all eligibility requirements established by the insurance carrier.

Employees shall be entitled to the Board's Full Service Dental Plan with Rider A or equivalent if mutually agreed upon. Costs for dental coverage will be shared so that participating employees shall contribute 19% of the applicable premium and the Board shall pay the remaining balance.

- d. Vision Care Endorsement
- e. The opportunity to purchase tax sheltered annuities.
- f. The Board shall maintain a Section 125 Salary Reduction Agreement designed to permit exclusion from taxable income to the extent permitted by law. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
- g. The parties agree to have further discussions concerning the Aflac voluntary plans.

Section II.

A teacher who has retired from the Lisbon Board of Education may buy into any of the above coverage as allowed by law.

Section III.

A teacher on an authorized leave of absence without pay shall be entitled to continue as an enrolled member of any insurance policy where authorized by the group contract set forth by insurance company, provided such teacher has made arrangements satisfactory to the Board for payment in full of the cost of such insurance program during his/her absence. If the insurance carrier allows payments to be made on a basis other than noted above, this will be accepted by the Board.

Section IV.

The Board reserves the right to change insurance carriers provided that the insured benefits are reasonably equivalent to the benefits and services provided by the former carrier. "Reasonably equivalent" means that if the change in carrier results in a modification to the benefit plan the overall plan will provide benefits and services that are reasonably equivalent in value to the benefits provided by the overall plan by the former carrier. The terms of the new plan need not conform exactly to the former plan as long as the test of reasonably equivalent is met. Sixty (60) days prior to the implementation of a change in carrier, the Board shall submit to the Union the new coverage so that the Board and the Union can ascertain that the test of reasonably equivalent is met. If there is disagreement over whether the test of reasonably equivalent is met either of the parties may submit the matter to the single arbitrator process of the American Arbitration Association. The cost of the arbitration shall be borne equally by both parties.

Section V.

Each teacher may elect not to participate in the health insurance benefits listed above. Any such election not to participate in the Board's health insurance program shall be made in writing during the first two weeks of the school year, or if hired after the beginning of the school year, within the first two weeks of employment, and, except as provided herein, shall be irrevocable for the remainder of that school year. Any election not to participate in the Board's health insurance program shall continue in effect unless revoked within the first two weeks of any school year. Any teacher who has elected not to participate in the Board's health insurance program, as provided herein, may change his/her election during the school year, subject to the enrollment requirements of the insurance carriers, only upon showing that such teacher is no longer covered by his/her spouse's health insurance program. For purposes of this Article VI "Fringe Benefits" full-time teachers are defined as those teachers who are a .75 full time equivalency (FTE) or greater. Part-time teachers are defined as those teachers working less than a .75 FTE. Part-time teachers shall be entitled to receive benefits under this Article on a pro-rata basis, provided they are at least a .5 FTE.

Section VI.

The Lisbon Board of Education in each contract year will contribute \$240.00 to each employee covered by this Agreement to a 403B plan or will allow the employee to deposit the \$240.00 in a ROTH IRA Plan of their choice. Employees may pay in additional amounts themselves subject to IRS rules and regulations.

Section VII.

Should any Federal statute or regulation be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article VI ("Fringe Benefits") (including the related insurance Appendices of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Section VIII.

The contract years of all policies are determined by the carrier. As an example if the contract year maximums run from January 1 through December 31, the plan must adhere to this contract year. The Board will provide reasonable notice of such change to the Association.

ARTICLE VII

TEACHING PERIODS

Each teacher shall be guaranteed one planning period per day equal in length to a teaching period, which will not be intruded upon by the principal except in cases of emergency. The Board agrees to construct a schedule which provides for such a daily planning period for each teacher and distribute the same on time for implementation at the commencement of the academic year. Every effort will be made by the administration to mutually agree upon teacher coverage at PPT's 504's and other extenuating circumstances that may result in a teacher losing preparation time. In the case where the teacher and administration cannot mutually agree to coverage, and, as result the teacher loses his/her preparation time, he/she will be compensated at the hourly rate.

Teachers shall have a daily uninterrupted duty-free lunch period.

The Board will implement the state mandate of at least 900 instructional hours per year. Teacher work hours at school will be 8:15 a.m. until 3:10 p.m. Professional staff coverage will be provided until the last regular student bus leaves. Coverage will be arranged by a duty schedule established at the beginning of the school year. The Board will continue its efforts to use instructional assistants for recess, lunch, and bus duties.

The work year for teachers will be 185 days (181 student days). In the event the school work year for teachers is extended beyond the provisions in this paragraph, the Board agrees to meet with the bargaining unit and work out a means of compensation beyond any previously agreed upon salary schedule. Members of the bargaining unit shall be compensated at a per diem rate based on their annual salaries for every day added to the school year above 185 days.

Teachers involved in the pre-school, kindergarten orientation program, the intern orientation program during the summer months will be compensated at a per diem rate based on their annual salaries.

ARTICLE VIII

CLASS SIZE

If at all possible, no class shall contain more than twenty-five (25) pupils. Whenever the number of students exceeds by three (3) the recommended size, the Board will meet with the Association to seek cooperative solutions to alleviate the problem, if requested by the affected teacher(s).

ARTICLE IX

ABSENCES WITH PAY

Teachers may request up to six (6) personal days annually for matters of pressing personal concern which cannot be conducted outside working hours. All such requests shall be subject to the prior approval of the Building Principal or designee. Examples of uses of personal leave are:

1. required attendance at judicial or administrative hearing,
2. religious holidays;
3. death of a relative other than an immediate family member, specifically parents-in-law, grandparents, uncles, aunts, nieces, nephews, siblings-in-law, or other relatives who are actual members of the teacher's household; and death of a close family friend.
4. death of a member of the immediate family; (spouse, child, sibling, or parent);
5. birth or adoption of a child by the teacher or his spouse;
6. marriage of an immediate family member.

Two (2) of these days may be used at the complete discretion of the teacher. In no event, however, shall a teacher use a personal day to extend or start a vacation period nor on the day before or after a holiday or during the month of June, unless the Superintendent grants such days when the circumstances associated with the request are unexpected and/or unavoidable. Except in cases of emergency, application for personal leave, with appropriate supporting documentation, shall be made at least three (3) days before the leave is to be taken.

If an emergency arises and a teacher must leave before noon, he or she shall be charged with one-half (1/2) of a personal day. A one-half (1/2) day shall be defined as 8:15 a.m. to 11:45 a.m. or 11:45 a.m. to 3:10 p.m. Personal leave shall be prorated for part-time teachers.

ARTICLE X

PROFESSIONAL DEVELOPMENT

- A. The Superintendent may approve attendance at professional conferences or institutes of an educational nature up to three days per year per teacher, without loss of pay. The cost of said workshops shall not exceed \$400.00 per teacher per year. A Workshop Bank shall be established in order that unused monies be set aside by teachers to fund the cost of approved workshops for other teachers which costs exceed \$400.00. Teachers attending workshops shall be reimbursed for mileage at the current IRS rate from available Workshop Bank funds.
- B. Teachers wishing to attend classes at the Master's level or above approved in advance by the Superintendent at an accredited institution, to enhance their professionalism beyond the MA or BA 30 shall be reimbursed for half their tuition expenses, but no more than half of the current tuition rate for courses at the University of Connecticut when a minimum grade of B, or P for passing courses which can only be taken on a pass-fail basis, is obtained. A teacher shall inform the Superintendent in writing prior to January 1st that he or she will be seeking tuition reimbursement for completed course work.
- C. When the Board is reimbursed by an outside agency for the services of a teacher, i.e. State Test scoring, the day used will not be deducted from the teacher's personal or professional days. Any reimbursed sum in excess of the amount paid to the substitute shall be paid to the teacher.
- D. The Superintendent may excuse teachers from after school activities (i.e. those occurring after 3:10 p.m.) if such activities conflict with an approved college or university class in which the teacher is enrolled.

ARTICLE XI

GENERAL LEAVE

Leaves, with or without salary, for medical, professional or personal reasons may be granted at the discretion of the Superintendent and/or his/her designee. Requests for such leaves shall be presented in writing to the Superintendent and shall be treated as confidential. Teachers who are granted such leaves by the Superintendent and/or his/her designee for less than one-half of a school year shall not lose any step advancement to which they otherwise would have been entitled.

ARTICLE XII

MILITARY LEAVE

Any teacher entering military service shall be reinstated upon return therefrom in a closely related position previously occupied by him at a salary thereafter which shall include any salary advance to which he would have been entitled had his employment by the Board not been interrupted by the period of military service.

ARTICLE XIII

SICK LEAVE

- A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Six (6) days of sick leave may be used by teachers for illnesses of the immediate family. Unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Board, but such authorized accumulation of sick leave shall be no more than 190 school days. Continuous service for purposes of this article shall mean continuous teaching experience for the Lisbon Board of Education interrupted only by leaves of absence authorized by the Board.
- B. A teacher who leaves school due to illness before half (1/2) of his/her work day shall be charged one half (1/2) sick day.
- C. Physical injuries or accidents which are directly job related and result in a teacher missing school shall not be charged against accumulated sick time. The extent of said injury and the approximate number of working days a teacher will miss shall be verified by a doctor's excuse. Should Fifth Disease or conditions that are deemed unsafe for a pregnant teacher be found in the school building, the Board of Education will make every effort to transfer the teacher to a safe environment. Should a safe environment not be found, the teacher will be granted leave without loss of sick time until the condition is eliminated.
- D. Sick Leave Bank
 - (1) A "Sick Leave Bank" shall be established. The purpose of said bank shall be to aid only teacher members who suffer prolonged absence from (a) a disabling disease, (b) an accident which causes disability; and (c) disability arising from complications from pregnancy; whose sick leave accumulation has been exhausted.
 - (2) No qualified unit member shall be permitted to use more than 185 days from the Sick Leave Bank.
 - (3) A tenured teacher may donate up to three days per teacher each year.
 - (4) All days not used in a year will be retained in the "Sick Leave Bank."

- (5) Days accumulated in bank may not exceed three hundred (300) days.
- (6) If all the donated days are used during a given school year, the "Bank" shall be declared open and additional donations of a maximum of three (3) days by each tenured unit member may be made.
- (7) Unit members using sick leave days from the "Bank" will not have to replace those days.
- (8) No days may be donated to a specific individual.
- (9) A person withdrawing from membership in the "Bank" shall not be allowed to withdraw contributed days.
- (10) The sick leave pool shall be administered by a five (5) member panel, two (2) members chosen by the Board of Education, two (2) members chosen by the Association, and these four members shall choose a school nurse as the fifth member. Each request for aid, as certified by a doctor's certificate, from the sick leave bank shall be decided by the board on the merits of the individual request. Action of the panel shall be by the majority vote. Decision rendered by the panel is final and is not subject to appeal or grievance.
- (11) The Board will annually supply the LEA with statistics regarding the status of the "Bank", i.e., number of participants, number of days, number of unit members taking from the "Bank", number of days remaining in the "Bank", etc.
- (12) The Lisbon Education Association shall hold the Lisbon Board of Education harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or by reason of actions regarding the Sick Leave Bank.

E. Family and Medical Leave Act

The Board will provide unpaid family and medical leave, pursuant to the Family and Medical Leave Act, as amended. The Board will continue to pay the district's share of the employee's health benefits during such leave in accordance with the FMLA Act. Notwithstanding the provisions of Article XIV (Parenthood Leaves), any teacher who takes an unpaid leave of absence for a qualifying FMLA event shall substitute any accumulated sick leave and personal leave provided for in Articles IX and XIII. Any paid sick leave used for a qualifying FMLA leave will count against the twelve (12) weeks for FMLA leave to which the teacher is entitled.

ARTICLE XIV

PARENTHOOD LEAVES

Definition: For purposes of this article the term "teacher" shall refer to any employee who is a teacher employed by the Board of Education.

Teachers who become pregnant shall be placed on short-term leave status for child-bearing purposes, unless they elect a long term leave for child-rearing purposes. Any teacher who becomes pregnant shall notify the Superintendent four (4) months prior to her expected delivery date. She shall, thereafter, provide a monthly doctor's certificate indicating her continued fitness to work.

Child-bearing leave shall begin when, in the opinion of her doctor, the teacher is no longer physically able to work. The teacher may use her accumulated sick days during the child-bearing leave. Child-bearing leave shall normally end six (6) weeks after the delivery. The teacher's former position will be guaranteed to her upon returning to school. In the event of medical complications this 6 week leave may be extended with a doctor's certificate. Child-rearing leave shall begin when the child-bearing leave ends. Teachers who give birth, adopt, or foster a child prior to March 1st must return to work the following September. Teachers who give birth, adopt, or foster a child after March 1st, may at their option, take a one (1) school year extension.

Tenured teachers and non-tenured teachers will return to their former positions where possible, at the discretion of the administration.

During child-rearing leave, teachers may pay for their own insurance through the Group at no expense to the Lisbon Board of Education.

When they return to work, they will be placed on the appropriate step of the printed salary agreement.

Credit on the salary schedule shall be granted for child-bearing or child-rearing leave that does not extend more than 90 school days during a given school year.

If a teacher elects a long-term leave for child-rearing purposes, said teacher shall notify the Superintendent within fifteen (15) working days after the birth, adoption, or fostering of the child. Failure on the part of the teacher to apply for reinstatement, by March 1, in the year of the extended leave, shall be considered a resignation and will be treated as such. Notwithstanding any provision in this Agreement, the Board will comply with the provisions of the Family and Medical Leave Act.

ARTICLE XV

EVALUATION SAFEGUARD PROVISIONS

- A. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If a teacher believes that material to be placed in her/his file is inappropriate or in error, he/she may receive adjustment through the grievance procedure, whereupon the material shall be corrected or expunged from the file, if that is the recommendation of the grievance committee or arbitration. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate her/his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. Any complaint made against a teacher by any parent, student, or other person shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file. The procedures of Section E of this article shall apply to these records as well as all others that are placed in the file.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment, suspended or dismissed without reasonable and just cause, or without due process. If a teacher is to be formally disciplined, reprimanded, or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least 24 hours advance notice, except in cases of emergency or exigent circumstances, and shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present. Nothing in this Article shall prevent the Board from investigating any matter in accordance with state and federal law.

ARTICLE XVI

GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any teacher by reason of his membership in a professional organization or participation in its activities.
- B. All provisions of this agreement shall apply equally to all teachers without discrimination in regard to age, race, creed, disability, color, religion, nationality, sex, marital status, gender identity or expression, ancestry, present or past history of mental disability, intellectual disability, and learning disability or physical disability, including, but not limited to blindness, that are unrelated to job performance.
- C. The Board shall, at its expense, provide each teacher with a complete text of this agreement or any successor agreement.

- D. A complete and updated copy of Board Policies shall be made available on the Lisbon Public Schools' website.

ARTICLE XVII
TEACHER FACILITIES

The Board of Education and the Association agree that the school shall have the following facilities:

- A. Lockable space in each classroom in which teachers may safely store instructional materials and supplies, as well as personal belongings.
- B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. An appropriately furnished room or rooms which will include one private telephone line with an extension each of the two teachers' lounges.
- D. Well-lighted and clean teacher rest rooms, with separate facilities for men and women.
- E. Copiers and computers shall be made available for the use of teachers in preparing instructional materials.
- F. A serviceable desk and chair for the teacher in each classroom.
- G. Teachers shall not be required to work in unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- H. Individual mailboxes for each teacher.
- I. All teachers shall have a key to his/her classroom and a fob for building access, as well as other designated rooms, and shall not be required to turn in same except when they terminate or go on extended leave. Teachers may request permission from the building administrator to keep classroom keys/fobs during the summer months for the purpose of school business. Keys/fobs may not be reproduced or lent to any third party.
- J. Teachers will receive room assignments prior to summer vacation. In the event a room assignment must be changed during the summer months, the building administrator shall make every attempt to notify the teachers involved in the changes as soon as possible.

ARTICLE XVIII

CERTIFICATION INFORMATION

Upon reasonable advance notice, the Board shall permit teachers access to information in its possession regarding the teacher's certification status and date of certification expiration.

The Board shall make reasonable efforts to provide teachers with such information as the Board may receive from the State regarding the teacher's certification. The Board and the Association agree, however, that the responsibility for ensuring that certification requirements are met is the teacher's.

ARTICLE XIX

CURRICULUM REVISION

Curriculum revision shall be thoroughly researched by a joint committee of the Association and the Board. The teacher shall play an active role in the preparation, implementation, and evaluation of curriculum.

- A. The procedures for developing new curricula shall include the following:
 - 1. The appointment from qualified teachers who volunteer to a new curricula planning committee.
 - 2. At least one administrator will be appointed from the administrative staff to advise and/or supervise.
- B. If approved by the Board, the Superintendent will nominate from among the planning committee members, a curriculum writing team, to write and publish the curriculum.
- C. Materials needed to implement the new curriculum should be made available.

ARTICLE XX

GRIEVANCE PROCEDURES

GRIEVANCE PROCEDURES

Grievance

A grievance shall mean a complaint by a teacher that his/her rights under the specific language of this Agreement have been violated or that as to him/her there has been a misapplication or misinterpretation of one or more specific provisions of this Agreement. Grievances will identify the Agreement provision/s alleged to have been misapplied or misinterpreted and the specific redress sought for such alleged misapplication or misinterpretation.

Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum. The time limits specified may, however, be extended by written agreement of the Superintendent and the President of the Association.
- b. If a teacher does not file a grievance in writing within twenty (20) days after he/she knew, or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

- c. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptable of the decision at that level.
- d. "Days" shall be defined as days when school is in session, except after May 1st when days shall mean calendar days, so that the matter may be resolved before the end of the school year or as soon as possible thereafter.

Informal Procedure

- a. If a teacher feels that he/she may have a grievance he may first discuss the matter with his/her principal/superintendent or any other appropriate administrator in an effort to resolve the problem informally.
- b. In the event he/she is not satisfied with the disposition of the matter he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal/superintendent or other appropriate administrator.

Formal Procedure

Level One - Principal

- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at the Informal Level, then he/she must then file his/her written grievance with the Association (Executive Committee) for referral to the principal/superintendent of schools.
- b. The Association (Executive Committee) shall within five days after receipt, refer the grievance to the principal, but prior to so doing the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- c. The principal shall, within ten days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate report of such hearing shall be kept by the principal and made available to any party in interest upon written request.
- d. The principal shall, within three days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved teacher with a copy to the Association. The parties agree that not all complaints can be appropriately addressed by the building principal and may mutually agree to waive the Level One process and immediately advance the grievance to Level Two-superintendent.

Level Two - Superintendent

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at the Informal Level, then he/she must then file his/her written grievance with the Association (Executive Committee) for referral to the superintendent of schools.

- b. The Association (Executive Committee) shall, within five days after receipt, refer the grievance to the superintendent, but prior to so doing the Association shall provide an opportunity for the aggrieved teacher to meet with the appropriate Association committee to review the grievance.
- c. The superintendent shall, within ten days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the superintendent and made available to any party in interest upon written request.
- d. The superintendent shall, within three days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved teacher with a copy to the Association.

Level Three - Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three days after the decision or within six days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- b. The Association (Executive Committee) shall, within three days after receipt of appeal, refer the appeal to the Board of Education.
- c. The Board of Education shall, within ten days after receipt of the appeal, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the superintendent and made available to any party in interest upon written request.
- d. The Board shall, within three days after such meeting, render its decision and the reasons therefor in writing to the aggrieved teacher with a copy to the Association. requisite.
- e. The Association and the Board can mutually waive the Level Two Grievance process and proceed to Level Four.

Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Three, he/she may, within three days after the decision or within six days after the three days after the decision or within six days after the Board meeting, request in writing to the president of the Association that his grievance be submitted to arbitration.
- b. The Association (Executive Committee) may, within five days after receipt of such request, submit, the grievance to arbitration by so notifying the Board in writing.
- c. The chairman of the Board and the president of the Association shall, within five days after such written notice, jointly select a single arbitrator who is an experienced and impartial

person of recognized competence. If the parties are unable to agree upon an arbitrator within five days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

- d. The arbitrator selected shall confer promptly with the representatives of the Board and the Association and shall review the record or prior hearings and shall hold such further hearings with the aggrieved teacher and other parties in interest as he shall deem requisite.
- e. The decision of the arbitrator shall be final and binding upon all parties in interest. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

Rights of Teachers to Representation

- a. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- b. Any party in interest may be represented at any Level of the formal grievance procedure by an Association representative and may not be represented by a representative or by any officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedures.
- c. The Association may if it so desires call upon the professional services of the Connecticut Education Association for consultation and assistance at any stages of the procedure.

Miscellaneous

- a. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- b. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent with the approval of the Association so as to facilitate operation of the grievance.

ARTICLE XXI

ACADEMIC FREEDOM

The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher (provided such activities do not take place during his working hours) or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE XXII

STATE AND FEDERAL FUNDS

An opportunity shall be provided for one or more representatives of the Association to participate in the initial planning of any school committees engaged in formulating programs or projects for the utilization of state and/or federal funds.

The Board and the Association agree that prior to any Board action relative to the new use of state and/or federal funds, an opportunity shall be provided for Association representatives to meet with the superintendent to review proposals and priorities.

ARTICLE XXIII

CONSULTATIONS

The Board agrees to authorize its supervising agent to meet with representatives of the Association on a regular basis to discuss matters of mutual concern. In addition, the Association President or his/her designee will serve on all Lisbon Central School prospective search and interview committees, at the discretion of the Administration and/or the Board of Education.

ARTICLE XXIV

SEVERABILITY

In the event that any provision or portion of this agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this agreement shall remain in full force and effect.

ARTICLE XXV

PLACEMENT ON THE SALARY SCHEDULE

All teachers shall be placed on the appropriate step in the salary schedule taking into consideration the following:

- a. Degree status.
- b. In the Superintendent's sole discretion, as approved by the Lisbon Board of Education, credit for previous teaching experience in public, private and military dependency schools; not more than actual teaching years of experience.
- c. Benefits for 15 semester hours above Bachelors and MA: Faculty members shall inform the superintendent in writing prior to January 1st that he or she intends to qualify for a change of degree status for the next school year commencing in September. When scholastic work is completed, the teacher must provide the superintendent with necessary proof of same. Benefits will then be realized for the entire amount or that amount prorated depending on when the program was completed. If this information is not made available before budget is finalized, the increment will of necessity, have to wait for the next budget.
- d. In the event that a substitute teacher remains in the same position consecutively for forty (40) working days, he or she shall then, commencing on the forty-first (41) day, be compensated at the rate of a Step 1, BA Level, teacher or higher depending on their degree status and years of experience, in accordance with the collective bargaining agreement.

ARTICLE XXVI

DUES DEDUCTION

1. Membership in the Association shall be a matter of personal choice for each member of the bargaining unit. Upon the submission of a voluntary written authorization signed by a teacher, the Lisbon Board of Education agrees to deduct from the teacher an amount equal to the Association membership dues by means of payroll deductions. The parties agree this is prospective only.
2. The Association shall inform the Board of the dollar amount of membership dues by January 1 of each calendar year. The Board agrees to deduct the amount of said dues from teachers' paychecks.
3. The Association agrees to indemnify and hold harmless the Board, its officers and agents against any and all claims, demands, suits or other forms of liability, including attorneys' fees and the costs of administrative hearings, that may arise out of, or be related to, action taken by the Board for the purposes of complying with the provisions of this article.

ARTICLE XXVII

JURY DUTY

Any teacher who is called to jury duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and jury fee.

ARTICLE XXVIII

ASSOCIATION BUSINESS LEAVE

The president or his or her designee of the Association shall be allowed three days per year for the purpose of conducting Association business. The substitute's salary will be borne by the Association.

Written application for such leave shall be submitted to the Superintendent of schools not less than one (1) full school day in advance of the day for which the leave is requested.

ARTICLE XXIX

COMPENSATIONS

Teachers asked to perform the following activities shall be compensated as follows:

- A. Teachers performing homebound instruction will be paid at the rate of \$32.00 per instructional hour. There will be no reimbursement for travel.
- B. Teachers involved in committee work, curriculum development, writing, planning, research, and implementation will be paid at the rate of \$32.00.
- C. Teachers involved in writing grants will be paid at the rate of \$28.00.
- D. The Administration will post any extra compensatory positions and interview presently employed certified staff members before interviewing outside applicants.
- E. Administrative directive meetings resulting in the loss of preparation time (ex. PPT's) will be compensated at an hourly rate of \$32.00.

ARTICLE XXX

FACULTY MEETINGS

- A. Notice of school faculty meetings (two per month for administrative purposes) shall be given three (3) school days in advance of such meetings, provided that the Superintendent or his/her designee shall have the right to call emergency meetings at any time.

ARTICLE XXXI

BOARD RIGHTS AND RESPONSIBILITIES

All rights granted to the Board of law, including but not limited to Sections 10-220, 10-221 and 10-222 of the Connecticut General Statutes, shall continue to remain vested in the Board, whether or not exercised, unless specifically limited by the express provisions of this Agreement.

ARTICLE XXXII

TRANSFERS OF TEACHING STAFF

It is understood that at times changes in philosophy or student population will require transfers among staff in academic areas as well as across grade levels. Consequently, when philosophic or population considerations require such transfers among staff such transfers shall be made at the sole discretion of the superintendent. The Superintendent may solicit input from the Lisbon Education Association when making such decisions.

An involuntary transfer shall only be made after a meeting between the teacher and the superintendent. The superintendent shall notify the teacher of the reason(s) in writing for transfer.

Any teacher transferred involuntarily shall be given priority consideration for a vacant position for which he or she has applied provided he or she is certified and qualified.

ARTICLE XXXIII

REDUCTION IN FORCE

The Board of Education may find it necessary from time to time to reduce the number of certified personnel which it employees, due to reduced enrollment within the district, lack of funds, elimination or reduction of a special program, or other reasons.

The superintendent, in communication with the designated teachers' union representatives, is directed to develop a just and reasonable plan for selecting staff members to be released, with consideration of seniority, needs of the schools and quality and effectiveness of the individuals.

Prior to commencing action to terminate teacher contracts upon the need to reduce staff, the Board of Education will abide by procedures currently existing in employee organization agreements, or otherwise will give due consideration to its ability to reduce staff by:

1. Voluntary retirements.
2. Voluntary resignation.
3. Transfer of existing staff members.
4. Voluntary leaves of absence.

If a teacher has attained tenure status, the contract of employment may be terminated if the position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in the school system. "Position available" shall include any position for which said teacher is qualified and currently held by a teacher who is not tenured in the school district. This shall include first preference for positions which are held by non-tenured teachers in addition to positions that are open and available. Determination of those to be released shall be in the following order:

1. Teachers holding Durational Shortage Area Permits provided that there is an eligible teacher with proper certification available.
2. Non-tenured teachers holding initial educator certification.
3. Non-tenured teachers holding professional certificates.
4. Tenured teachers holding professional educator certificates.

The following criteria, after seniority in the school district, will be used to select those employees who are to be considered for termination within the broad tenure and certification categories established above:

1. Areas of certification.
2. Teaching experience in other positions which may be available.
3. Degree status.
4. Total years of teaching experience.
5. Qualification and ability as determined by an objective evaluation of the teacher's performance.

When the Board of Education considers termination of the contract of a teacher it shall authorize the superintendent to notify the teacher in writing that termination of his/her contract is under consideration. The notification and any subsequent proceedings related to termination will be in accordance with the provisions of C.G.S. 10-151.

Nothing herein shall compel the promotion of a teacher to a higher rank even though the teacher is qualified for such promotion and the position is open.

Recall Procedure/Reemployment

If the contract of employment of a teacher is terminated without prejudice because of elimination of a position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two years. If a position becomes open during such period and the teacher has been selected by the Board of Education as a person who is certified and qualified for that position, then the teacher will be notified by certified mail sent to the last known address at least thirty days prior to the anticipated date of reemployment whenever possible. The teacher must accept or reject the appointment in writing within seven days after receipt of such notification. If the appointment is accepted the teacher shall receive a written contract within twenty days of receipt of the teacher's reply to the Board of Education. If the teacher rejects the appointment

offer or does not respond according to this procedure within seven days after receipt of the notification the name of the teacher will be removed from the recall list. If the appointment, as mentioned above, is less than equal in time to the teacher's original employment at the time of layoff, the teacher may reject such appointment and such teacher's name would remain on the recall list.

Nothing herein shall compel the promotion of a teacher to a higher rank or the transfer into a position of greater hours even though the teacher is qualified for such promotion and the position is open or available.

ARTICLE XXXIV

TEACHING ASSIGNMENTS

The Administration shall make every effort to notify teachers of their teaching assignments and room assignments for the following school year on or before June 1st of each year or as close to that date as practicable.

Should the necessity arise for subsequent changes due to emergency nature, the teacher involved will receive immediate notification.

A list of teachers who would like to be considered when specific positions for which they are certified become available will be maintained by the Central Office for one year. Teachers shall submit their names to such list by January 1st of each year.

Teachers will be notified of new positions created during the summer months by email from the central office provided they had notified the central office in writing by the close of school that they would be interested in any open position created during the summer months.

ARTICLE XXXV

WITHHOLDING OF INCREMENT OR SALARY INCREASE

If a teacher receives an unsatisfactory performance evaluation, for the subsequent school year the Board of Education may (1) withhold a step increment on the salary schedule or (2) withhold the scheduled annual salary increase for teachers not receiving a step increment under the following conditions:

1. If such action is being considered, the Superintendent must provide written reasons for such possible Board action to the teacher prior to April 1st.
2. Upon such written teacher notification, a program to address and improve teacher performance concerns identified through the evaluation process shall be implemented by the superintendent of schools, or designee, for a period not less than sixty (60) days.

3. Upon completion of this sixty (60) day period, a final recommendation shall be made by the superintendent to the Board of Education on whether or not to withhold an increment or salary increase.
4. Upon completion of a year of satisfactory teaching performance, as determined by the superintendent, the teacher will be returned to his/her appropriate salary placement/amount on the salary schedule.

No teacher shall be denied an increment or salary increase without reasonable and just cause.

ARTICLE XXXVI

LONGEVITY

To qualify for longevity, a teacher must complete fifteen years of teaching service in Lisbon. Upon the completion of fifteen, sixteen, seventeen, eighteen and nineteen years of teaching service in Lisbon, a teacher shall be entitled to a longevity increment of \$1,500.00.

Upon the completion of twenty, twenty-one, twenty-two and twenty-three years of teaching service in Lisbon, a teacher shall be entitled to a longevity increment of \$1,600.00.

Upon the completion of twenty-four years of teaching service, and each service year thereafter, a teacher shall be entitled to a longevity increment of \$1,700.00.

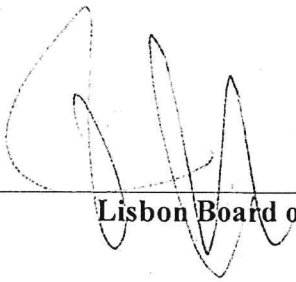
ARTICLE XXXVII

INCLEMENT WEATHER

In the event that the number of school days canceled due to weather conditions exceeds 5 by March 15th in a school year, further canceled days will be deducted from the Spring Vacation. Days canceled after March 15th in excess of 5 shall be added on to the school year in June. Teachers who have scheduled vacation plans for April vacation shall be allowed to take such time provided:

1. Verification of travel plans prior to February 1st.
2. Days missed will be deducted from personal days or accumulated sick leave if personal days have been exhausted (maximum 2 days).
3. Teacher will reimburse Board for substitute expense, if any.
4. Teacher can take remaining days at per diem deduction.

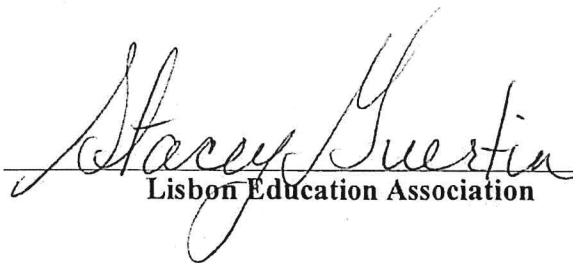
SIGNATURE PAGE



Lisbon Board of Education

11/5/21

Date



Lisbon Education Association

11-15-21

Date

LISBON SALARY SCHEDULE
2022-2023

STEP	BA	BA+15	MA	MA +15	6 th YEAR
1					
2	55,726	56,485	58,010	59,280	60,509
3	57,745	58,536	60,114	61,428	62,705
4	59,840	60,659	62,296	63,657	64,979
5	62,011	62,860	64,553	65,965	67,334
6	64,260	65,140	66,895	68,357	69,777
7	66,590	67,502	69,322	70,836	72,308
8	69,005	69,950	71,834	73,406	74,931
9	71,508	72,487	74,439	76,069	77,650
10.	74,100	75,117	77,140	78,828	80,466
11	76,789	77,841	79,937	81,687	83,384
12	79,575	80,664	82,839	84,650	86,408
13	82,460	83,591	85,841	87,721	89,544
14	86,421	87,607	89,965	91,935	93,844

Teachers not on the top steps shall advance one step at the beginning of the school year.

**LISBON SALARY SCHEDULE
2023-2024**

STEP	BA	BA+15	MA	MA +15	6 th YEAR
1					
2	56,562	57,332	58,880	60,169	61,417
3	58,611	59,414	61,016	62,349	63,646
4	60,738	61,569	63,230	64,612	65,954
5	62,941	63,803	65,521	66,954	68,344
6	65,224	66,117	67,898	69,382	70,824
7	67,589	68,515	70,362	71,899	73,393
8	70,040	70,999	72,912	74,507	76,055
9	72,581	73,574	75,556	77,210	78,815
10.	75,212	76,244	78,297	80,010	81,673
11	77,941	79,009	81,136	82,912	84,635
12	80,769	81,874	84,082	85,920	87,704
13	83,697	84,845	87,129	89,037	90,887
14	87,717	88,921	91,314	93,314	95,252

Teachers not on the top steps shall advance one step at the beginning of the school year.

LISBON SALARY SCHEDULE
2024-2025

STEP	BA	BA+15	MA	MA +15	6 th YEAR
1					
2	57,410	58,192	59,763	61,072	62,338
3	59,490	60,305	61,931	63,284	64,601
4	61,649	62,493	64,178	65,581	66,943
5	63,885	64,760	66,504	67,958	69,369
6	66,202	67,109	68,916	70,423	71,886
7	68,603	69,543	71,417	72,977	74,494
8	71,091	72,064	74,006	75,625	77,196
9	73,670	74,678	76,689	78,368	79,997
10.	76,340	77,388	79,471	81,210	82,898
11	79,110	80,194	82,353	84,156	85,905
12	81,981	83,102	85,343	87,209	89,020
13	84,952	86,118	88,436	90,373	92,250
14	89,033	90,255	92,684	94,714	96,681

Teachers not on the top steps shall advance one step at the beginning of the school year.

AGREEMENT FOR STUDENT TRANSPORTATION

Between M&J BUS, INC. and the LISBON BOARD OF EDUCATION

THIS AGREEMENT FOR STUDENT TRANSPORTATION (hereinafter the "Agreement" or "Contract") is made and entered into as of the 1st day of July, 2022 by and between the LISBON BOARD OF EDUCATION, in the County of New London and the State of Connecticut (hereinafter designated as the "Board"), and M&J BUS, INC., a corporation with a principal place of business in the Town of Old Saybrook, County of Middlesex and the State of Connecticut (hereinafter designated as the "Contractor"). The Board and the Contractor may be referred to herein individually as a "party" and collectively as the "parties."

WITNESSETH THAT:

WHEREAS, the Board issued Request for Proposals No. 2022-2027 (the "RFP"), which solicited proposals for certain transportation services; and

WHEREAS, the Contractor submitted a proposal in response to the RFP, was provisionally awarded the work, and is ready, willing, and able to provide the required transportation services sought by the Board.

NOW THEREFORE, in consideration of the promises, the parties hereto mutually covenant and agree as follows:

1. Term. The Contractor shall provide, the transportation services set forth herein for all Lisbon students and other authorized persons (as designated by the Board) to and from school and school related functions as determined by the Board, during the period commencing July 1, 2022 and ending June 30, 2024, unless terminated early in accordance with the terms of this Agreement. The parties may, by mutual agreement, extend the Contract beyond the term through June 30, 2027, in accordance with the financial terms set forth in Appendix I, or as otherwise mutually agreed upon by the parties.
2. Scope. The Board reserves the right to request transportation to and/or from any school, at its discretion, including without limitation the Lisbon Central School, The Norwich Free Academy, Griswold High School, Ledyard Vo-Ag High School, Norwich Regional Technical School, Ella T. Grasso Southeastern Technical School, Science and Technology Magnet High School of Southeastern Connecticut, Marine Science High School of Southeastern Connecticut, Lyman Memorial High School and any other Board-approved high school, or any other special education program, in district or out of district, on routes to be specified by the Board. Said transportation to be provided by the Contractor on all days of which the schools of the Town of Lisbon, Lisbon Central School and such other schools to/from which the Board has requested transportation services, upon the routes specified by the Board. Said transportation shall be provided for all children, and only those children, for whom the Board requests transportation services. Under no circumstances will buses be shared by other towns, unless the Superintendent has given his/her prior written approval. Reasonable rules and regulations concerning said transportation may be made by the Board for the conduct and safety of said children, and such rules and regulations

shall be performed and enforced by the Contractor. Time schedules shall be maintained by the Contractor that will permit all children to arrive at the school buildings at times to be prescribed by the Board or the Superintendent of Schools.

3. Base Transportation Services.

- a. The Contractor agrees that it will transport to and from the Lisbon 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.
- b. The Contractor shall furnish transportation services including personnel, supervision, vehicles, drivers, equipment, fuel and other services required to transport all Students to and from the Lisbon Public School and other designated institutions.
- c. The Contractor agrees to provide the transportation services set forth in this Agreement at the rates set forth in Appendix I, attached hereto and incorporated herein. The parties agree that no other payment shall be made to the Contractor who shall furnish all of the vehicles, drivers, labor, materials, equipment, fuel, 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.
- d. The Contract price payable for each vehicle used in providing services under this Contract is detailed in Appendix I. The number of vehicles needed under this Contract will vary. The cost of each vehicle will be determined by the year of the Contract and the cost per day specified as listed in Appendix I. Additional buses required by the Board, or reductions in the number of Vehicles required, will be charged or credited at the per bus, per day charges listed in Appendix I.
- e. Base transportation service is anticipated to include approximately eight (8) Type I school buses, one (1) Type II bus, and one (1) van, each with a chassis date 2021 or newer. All Type I Vehicles will have the capacity of not less than seventy-one (71) passengers per Vehicle. The number of vehicles required may change during the Agreement, at the request of the Board.

4. Athletic and Field Trips.

- a. The Contractor shall provide all field and athletic trips required by the Board, at such dates and times that the Board may request such field and athletic trips.
- b. The rates for field and athletic trips during the 2022-2023 through 2026-2027 school years shall be as set forth in Appendix I.

5. Payments.

- a. The Contractor's compensation for the performance of its obligations hereunder shall be based on the number of Vehicles furnished at the per diem rate per Vehicle as set forth in Appendix I.
- b. It is specifically understood that no other payments shall be made to the Contractor who shall furnish all of the drivers, labor, materials, equipment, fuel, permits and licenses and other facilities necessary to provide the transportation services required, including spare buses and drivers, the full-time manager and staff and other services necessary for the proper performance of the Contractor's duties. The Contractor may not, under any circumstances, charge overtime to the Board.
- c. The Contractor shall submit monthly invoices to the Board in such detail as the Board shall require. Payments shall be made within thirty (30) working days after invoices have been received for the preceding calendar month.
- d. Acceptance by the Contractor of such monthly payment shall release the Board and The Town of Lisbon from all claims and all liability to the Contractor in connection with this Contract arising during the period for which the payment is made, but no payment shall operate to release the Contractor, sureties, or insurers from any obligations under contract or the performance and payment bond or any insurance policies issued in connection with the Contract.
- e. The Board may withhold payments for services when the Board determines, in its sole discretion, that such services do not meet the requirements of this Contract. Payments for such services shall not be made until the Contractor has made corrections which are acceptable to the Board.
- f. In the event that the school calendars of the Lisbon Central School and any Board-approved high schools, magnet schools, or technical schools do not coincide with each other, causing extra services to be rendered, there will be extra applicable charges. Any such charges will be consistent with the pricing in Appendix 1.

6. Equipment.

- a. The Contractor shall provide the Board annually, no later than July 1, and updated as necessary, with a list that contains descriptions of each of the vehicles to be used by the Contractor in the performance of its duties under this Contract (the "Vehicles"), including: the year of manufacture, make of the chassis, make of body, seating capacity, and V.I.N. number. No equipment other than that listed shall be used in the performance of this Contract without prior notice and approval by the Superintendent of Schools or designee.
- b. All Vehicles shall be fitted with signage approved by the Board in the foremost passenger window on each side of the Vehicle which allows the Vehicle to be identified by route number designated by the Board.

- c. In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice to the Board, it shall be replaced with a newer or equivalent-in-age Vehicle. Such replacements are subject to Board approval.
- d. The Vehicles used in the performance of this Agreement shall be equipped, maintained and operated in accordance with the regulations of the Connecticut State Department of Motor Vehicles, all Federal and State regulations, and any amendments thereto, and shall comply with all rules and regulations now in force or from time to time approved and adopted by the State Board, the Board, or the Town of Lisbon. In addition to what is specified by the agencies listed, all Vehicles must be equipped with the following features, along with other features required by this Agreement and/or the RFP.
 - i. All 71/72 Passenger Transit Style buses or up to 77 Passenger Conventional Style buses will be diesel powered with an acceptable provision for cold weather starting;
 - ii. All Vehicles will be equipped with automatic transmissions and power steering;
 - iii. EMERGENCY "PUSH OUT" WINDOWS (at least two on each side of each bus providing services under this Agreement);
 - iv. Two-Way Radios: To be installed in all Vehicles including spares. If any Vehicle is not equipped with an operating two-way radio the Contractor shall be subject to fifty dollars (\$50.00) in liquidated damages to the Board per occurrence per day;
 - v. Base station frequency separate from that of the Town of Lisbon. The base station frequency shall be a frequency, which can and may be monitored by the Board. The Contractor shall obtain all necessary licenses. The CONTRACTOR shall provide FCC license number and frequency;
 - vi. At all times, Vehicles transporting Lisbon Public School children shall have prominent identification thereon indicating "Lisbon Public Schools";
 - vii. Roof Emergency Hatch/Vent;
 - viii. Child Check Mate System;
 - ix. Automatic Chain Dropping System;
 - x. Air Brake Equipped with Air Dryer and Automatic Slack Adjuster;
 - xi. White Roof; and
 - xii. All car seats, harnesses, seatbelts, etc., required to provide the transportation services provided by the Contractor at its expense.
- e. The Contractor shall provide a minimum of three (3) surveillance video cameras for each Type I bus used to perform transportation services in accordance with this Contract and a minimum of one (1) surveillance camera for each vehicle smaller than a Type I bus used to perform services in accordance with this Contract. All camera systems shall have an audio capture feature and removable hard drives. The cameras must be placed in locations approved by the Board, with camera coverage set to record entryway, driver, and front, middle and rear seats. The Contractor shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including video and audio recording, at

all times. The mandate to have operational cameras in all Vehicles providing services in accordance with the Agreement is fundamental to the Contractor's contractual performance. The Contractor shall provide the Board with camera output as soon as practicable after a request is made for the same, but in any event within twenty-four (24) hours of said request. Such video output shall be made available in a standard format that can be viewed by the Board, or if not in a standard format, the Contractor shall provide the Board access to the Contractor's viewing software. The Contractor shall ensure the data from such cameras is stored in a secure manner and shall retain camera output for a minimum of thirty (30) days or such longer periods as reasonably requested by the Board. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board and any local, state or federal guidelines.

- f. The Vehicles shall be maintained in first class repair and working order and in clean and sanitary condition, shall be adequately heated, and shall have sufficient power to operate in accordance with the schedule of the Board under reasonably foreseeable circumstances. The operator shall inspect the Vehicle each morning and shall complete and sign a School Bus Driver's Daily Inspection Report in accordance with Connecticut DMV Regulations. Also, the maintenance and inspection program shall be extended to include maintenance of the integrity of the exhaust system and the passenger compartment. All Vehicles must be equipped with fire extinguishers. Tires on all Vehicles shall meet Connecticut State Motor Vehicle Department requirements, and the MINIMUM tread allowed shall be 3/32 OF AN INCH, at the lowest point. No retread tires will be used on the front wheels of any contract Vehicle.
- g. 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.
- h. The Board or any authorized agent may, with written notice, require Contractor to discontinue use of any Vehicle which it judges to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract. If the Contractor fails to comply with this provision, the per day per Vehicle cost for each Vehicle in question may be deducted by the Board from any payment made in accordance with this Agreement for each day of non-compliance.
- i. All Vehicles used hereunder must be stored, registered and taxed in The Town of Lisbon. The Parties agree that all Vehicles used hereunder shall be stored at The Meadows. There shall be no charge to the Contractor for the use of the Meadows for parking vehicles used to perform services in accordance with this Agreement.
- j. The Contractor shall assume full responsibility for all repairs to Vehicles caused by vandalism. The Board will cooperate with the Contractor in investigations to identify the vandals.

- k. The Contractor shall provide buses without any additional charge or cost to all schools twice a year for Bus Evacuation Training or more frequently if required by law.
- l. A regular schedule for servicing Vehicles shall be maintained and shall include: oil, grease, tires, battery, brakes, and all safety appliances. The Contractor shall maintain a service log that shall be available to the Board or its duly authorized agent upon request.

7. Spare Equipment and Personnel.

- a. The Contractor shall, at all times, during the period of this contract, provide at least five (5) spare Vehicles to include at least one of each type of Vehicle with equipment to be equipped as previously specified, to be used in the event of any accidents, breakdowns, delays, emergencies, driver absences, etc.
- b. The Contractor shall provide in the manager's office, one unlisted number for emergency use in addition to such other telephones as normally required.
- c. The cost of the spare Vehicles, the spare drivers, the unlisted telephone, and the full time manager and the staff shall be absorbed by the Contractor who shall be paid only at the proposed price per Vehicle for the number of Vehicles actually in operation.

8. Routing.

- a. The Contractor will maintain a computerized transportation routing system, to be approved by the Board, at Contractor's expense to be used to establish routes.
- b. The Contractor shall furnish a sufficient number of buses to insure seats for all passengers at all times. Standees or overloading of the buses shall not be permitted at any time.
- c. After conferring with the Superintendent of Schools, or designee, the Contractor will submit by August 15 of each year during the Term of this Agreement, its proposed Vehicle routes, estimated Vehicle loads and schedules for the coming school year. If the Contractor fails to comply with this provision, the Contractor shall be subject to liquidated damages of \$500 per day.
- d. During the Term, the Board may, from time to time, revise the trips and increase or decrease the mileage thereof, and may increase or decrease the number of trips.
- e. In the event that the Board determines that additional trips, routes, or vehicles are necessary, the rate to be paid for the additional vehicles shall be the amount per the Vehicle type per day as set forth in Appendix I. In the event that the required number of Vehicles is reduced, the Board shall receive, as a credit, such amount per day, per the Vehicle type as set forth in Appendix I.

- f. Should the Board or its designee require a modification of routes and stops, the establishment of such routes and stops is the responsibility of the Contractor.

9. Drivers and Personnel.

- a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening should be taken to assure that the children of the school district are being transported by safe and responsible drivers. The Town of Lisbon and the Board, and its agents, reserve the right to review, to the extent permitted by law, all personnel records and inspect all personnel used in the performance of this contract and to reject a driver.
- b. In the event that any bus driver demonstrates unsatisfactory performance, the Board shall have the right to require the Contractor to replace the driver immediately after notification. The driver shall not thereafter be reinstated without approval of the Board or its designee.
- c. No person shall be allowed to drive a Vehicle while school pupils and/or students are riding in said Vehicle, even in emergencies, unless such person is properly licensed and qualified in the State of Connecticut, holds a Connecticut CDL with school bus driver endorsements, has passed the physical examination required by the State of Connecticut, and complies with all other legal requirements.
- d. The Contractor shall assign a driver permanently to each route and, except in cases of emergency, the assigned driver may be changed only with the consent of the Board or its agent, which consent shall not be unreasonably withheld. Each driver must become thoroughly familiar with assigned runs prior to transporting students.
- e. The Contractor shall provide, at its expense, at least one full-time manager, whose residence needs to be approved by the Board, one full time certified safety instructor, two full time dispatchers, and additional supervisory staff should in-Town private or parochial transportation be required during the Term of this Agreement. The Board reserves the right to recommend the removal of any such supervisory employee during the Term of the Agreement.
- f. The Contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the Motor Vehicle Department. The Contractor shall be required to keep a log on training given to each driver and the Board reserves the right to inspect such logs and to attend driver training sessions as observers. The Contractor shall be required to hold monthly safety meetings with all drivers. The Board reserves the right to attend these meetings.
- g. The Contractor shall file, prior to July 1 of each year of this Agreement, and maintain a list of approved bus drivers and substitute bus drivers with the

Superintendent of Schools, and no person may operate a Vehicle pursuant to this Agreement whose name does not appear on said approved list, except in cases of bona fide emergency. The list of approved drivers shall contain, at a minimum, the following information:

- i. Name of operator
 - ii. Residence address
 - iii. Telephone number
 - iv. Record of previous driving experience
 - v. Report on previous motor Vehicle violations
 - vi. Date and number of current driver's license and endorsement(s)
 - vii. Route assignment
- h. Each driver shall be in complete charge of the bus they operate. They shall be responsible for enforcing all policies and/or regulations adopted by the Board related to transportation. They shall ensure that the pupils are seated, shall allow no misbehavior, shall be in their Vehicle or at the door of their Vehicle during loading or unloading, and shall maintain good conduct and order on the bus. The bus driver shall report problems with accidents, discipline, bus stop schedules, etc.
- i. For each employee of the Contractor who performs services for the Board involving direct student contact, the Contractor shall ensure compliance with the following background and employment history checks:
1. The Contractor shall perform, and the Contractor's employee shall submit to, employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.
 2. The Contractor shall perform, and the Contractor's employee shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry") or, for any employee of the Contractor's whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry. The Contractor shall request information from the Registry or its out-of-state equivalent promptly, and in any case no later than thirty (30) calendar days from the date the Contractor's employee begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information from the Registry or its out-of-state equivalent indicating that the Contractor's employee may have a record of abuse or neglect, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.
 3. The Contractor shall perform, and the Contractor's employee shall submit to, state and national criminal records checks in accordance with Sections 10-212 (where applicable), 10-221d, and 29-17a of

the Connecticut General Statutes. Each employee of the Contractor shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such employee of the Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may have a criminal record, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.

4. The Contractor shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any of employee of the Contractor whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Contractor's employee is registered as a sexual offender. The Contractor shall comply with the provisions of this Section before any employee of Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may be registered as a sexual offender, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.
5. The Contractor shall provide written confirmation to the Board that it has complied with subsections (i) through (iv) of this Section. The Contractor agrees that upon the Board's request, it shall promptly provide the Board with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks for any employee of the Contractor performed in accordance with this Section.
6. The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section.
7. Should the Contractor receive any information that an employee of the Contractor performing services under this Agreement has a criminal record which could make the individual unfit for an assignment involving contact with children, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, the Contractor shall not assign or shall not maintain, as applicable, the assignment of the individual to perform services under the Agreement. By assigning, and/or maintaining the assignment of, any employee of Contractor performing services under the Agreement involving direct contact with students, the Contractor represents and warrants that, in its best professional judgment, such Contractor's employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with, or

working in or near a school that educates minor children.

8. The Contractor agrees that if the Board determines that any Contractor employee shall not perform services for the Board pursuant to this Agreement, such determination by the Board shall not constitute a breach of this Agreement.
9. Notwithstanding any provisions herein to the contrary, failure to comply with this Section shall be grounds for immediate termination of this Agreement, without penalty, by the Board.
- j. The Contractor shall comply with all federal, state and local laws, rules and regulations regarding drug and alcohol testing. Proof of compliance shall be available to the Board upon request.

10. Indemnification.

- a. To the fullest extent permitted by law, the Contractor shall defend, save harmless and indemnify the Board, the Lisbon Public Schools, and the Town of Lisbon, Connecticut, and their respective officials, employees and agents from and against any claim, accident, demand and bodily injury, including death, property damage, penalty, fine, judgment and expense, including attorneys' fees, that arise from or may arise from the performance of this Agreement or the breach of the obligations of Contractor, or any employee, agent or personnel of the Contractor under this Agreement. This provision shall survive termination of this Agreement.

11. Bond/Insurance.

- a. The Contractor will be required to furnish at its own expense a surety performance and payment bond that must be renewed each succeeding year of the contract, in a form satisfactory to the Board conditioned upon the faithful and continuous performance by the Contractor of all terms and conditions of the contract. THE BOND MUST BE EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE PROPOSED CONTRACT AMOUNT FOR FIVE (5) YEARS.
- b. The Contractor shall secure and maintain in force for the full term of this Agreement worker's compensation insurance, employer's liability insurance, public (general) liability insurance, automobile liability insurance and excess (umbrella) liability insurance from an insurance company (s) licensed to do business in the State of Connecticut, and which has an A.M. Best Company rating of A/X or better. Provided such carrier(s) is not available, the Contractor will advise the Board of this at least 60 days in advance and will be permitted to purchase this insurance from an alternate carrier subject to the approval of Board which approval will not be unreasonably withheld.
- c. Requirements.
 - i. Worker's Compensation insurance policy which complies with the

statutory Worker's Compensation Law of Connecticut:

ii. Employer's Liability Insurance with the following minimum limits of liability:

1. Bodily Injury by Accident - \$100,000 each accident
2. Bodily Injury by Disease - \$500,000 policy limit
3. Bodily Injury by Accident - \$100,000 each employee
4. Comprehensive General Liability (CGL)

iii. The CGL insurance shall be written with a Comprehensive Form and include without limitation the following:

1. Premises-operations;
2. Completed operations;
3. Contractual insurance specifically applying to the provisions of this Agreement;
4. Independent Contractors;
5. Personal injury;
6. Broad form comprehensive general liability endorsement;
7. Sexual abuse and molestation.

iv. The limits of the CGL insurance shall be:

1. Bodily Injury/Property damage each occurrence: \$1,000,000
2. General Aggregate: \$2,000,000
3. Personal/advertising injury each occurrence: \$1,000,000

v. Automobile Liability.

1. The automobile liability coverage shall be written on a Comprehensive form and include coverage for all owned, hired and non-owned Vehicles.
2. Coverage shall include liability for bodily injury and property damage resulting from the ownership, maintenance, or use of any such Vehicle by the Contractor, its agents or employees.
3. The limits of insurance coverage shall be:
 - a. Combined Single Limit (each occurrence): \$1,000,000

vi. Excess (Umbrella) Liability.

1. The Excess (Umbrella) Liability Coverage will be at least as broad as the underlying employer's liability, Comprehensive General Liability, and Automobile Liability policies.
2. The limits of insurance coverage shall be:
 - a. Combined Single Limit (each occurrence): \$9,000,000
 - b. Annual Aggregate; \$9,000,000

vii. A certificate of such insurance naming Town of Lisbon-Board of Education as additional insured on a primary and non-contributory basis for comprehensive general liability, automobile liability, and excess (umbrella) liability and containing a provision requiring written notice to Town of Lisbon-Board of Education thirty (30) days in advance of cancellation shall be filed in the Business office of Lisbon Central School upon contract execution and thereafter prior to July 1st of each contract year.

viii. The Contractor shall indemnify and hold The Town of Lisbon and the Board of Education harmless against any and all other claims, expenses, loss or liability whatsoever arising out of or incidental thereto in connection with its operations, activities or omissions, or those of its employees and agents in furnishing the services provided herein. Each policy of insurance shall contain a waiver of subrogation, including workers' compensation, in favor of Town of Lisbon, Board of Education.

- d. All insurance policies and performance and payment bonds shall be issued by approved companies authorized to do business in the State of Connecticut and shall be in a form satisfactory to the Board. The Board of Education and The Town of Lisbon reserve the right to make direct inquiry to the insurer or surety for information to such insurance or bond, and the Contractor shall agree to assist, if necessary, in obtaining such information.
- e. This Contract shall not be effective until a satisfactory performance and payment bond and the insurance policy are delivered and received by The Town of Lisbon.

12. Compliance.

- a. The Contractor and drivers will be required to comply with the laws, rules, regulations and policies of the federal, state, and local governments (including those of The Town of Lisbon and the Board) pertaining to student transportation. It shall be the responsibility of the Contractor to make certain that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies, as well as the contents of the master route manual and any other transportation manual, which the school system might publish.
- b. All Vehicles must be maintained and equipped in accordance with Connecticut law, regulations of the State Department of Education, Connecticut Motor Vehicle Department, the Connecticut State Police, the Town of Lisbon and the Board.
- c. The parties shall comply with the Family Educational Rights and Privacy Act ("FERPA") and execute the Student Data Privacy Addendum to the Contract, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the security and confidentiality of student information, student records and student-generated content (collectively, "student data") received or obtained by the Contractor in connection with the Agreement (Attached as Appendix II).

- d. The Parties specifically acknowledge their mutual understanding that any of the Board's requirements, rules, policies, and/or protocols, and federal and/or state laws, applicable to the Board's employees to protect the school community from the COVID-19 pandemic or the spread of other communicable diseases, including, without limitation, any requirement to be vaccinated against the SARS-CoV-2 virus in compliance with any legal authority, shall apply, to the extent permitted by law, to drivers and other employees of the Contractor assigned to the Board.

13. Failure of Operation.

- a. If the Contractor fails to make any run or trip in accordance with the approved schedule because of failure of equipment or personnel, the Board may deduct from the monthly invoice a sum equal to the payment for the service not provided.
- b. Arrival at school after the start of the scheduled student day in the morning or fifteen (15) minutes or more after scheduled afternoon dismissal time shall constitute failure to provide a trip or run. If any student is dropped off at an unauthorized stop or if any driver fails to make all authorized stops on any assigned route, this action shall also constitute a failure to make a run or trip.
- c. The fifteen-minute rule becomes null and void during inclement weather and at other times when hazardous conditions exist.

14. School Days.

- a. The requirements of this Agreement shall apply to all days when school shall be held, according to the respective school calendars. Although public, private, parochial, magnet and vocational technical school calendars may vary, each school designated for transportation services by the Board listed shall be entitled to service for up to 181 days per year. Any additional days for which service might be required shall be paid at the per bus/per day rate as set forth in Appendix I.

15. Bus Availability and Scheduling.

- a. The starting time for Regular Education transportation will require service from 5:30 A.M. to 6:00 P.M. each school day, and the Contractor shall have all buses available to the Board of Education for its exclusive use during such time. This includes all schools under the responsibility of the Lisbon Public Schools with regard to transportation.
- b. Delivery of the pre-school and kindergarten students on the mid-day run will not exceed thirty (30) minutes and delivery of students in grades 1-8 will not exceed forty-five (45) minutes, without consent and approval of the Board or its designee, provided that the Contractor shall not be responsible for delays caused by conditions beyond its control (e.g., delays due to weather or road conditions). Exceptions are made for out of district placements.

- c. The Contractor agrees to furnish upon request, and in accordance with rates included in Appendix I, such Vehicles buses as the Board may need for transporting school children on field trips during the school day, for transporting students to athletic events and other school-sponsored activities, either in or outside of the Town of Lisbon after 6pm.
- d. The Contractor shall be familiar with all operating conditions including bus routes, route mileage, road conditions, local regulations, time schedules and any other conditions, which shall affect the transportation of students covered by this Agreement.
- e. The Contractor must adhere to the bus routes and stops as approved by the Board. Changes in the routes, time schedules, or designated stops may be made and any of the routes may be eliminated or consolidated at the discretion of the Board or its agent to meet changed conditions, and any such changes shall be duly noted and initialed in the master route manual by the Contractor.
- f. The Contractor will render upon request periodic reports to the Board of Education or Superintendent of Schools.
- g. The Contractor shall provide the number of Vehicles necessary to transport the students from their Lisbon or other address to the specified school address.
- h. The Contractor shall be obligated to transport students according to the school calendar in effect for each of the placements, institutions or schools, with the provision that each of these placements, institutions or schools reserves the right to change the calendar as conditions may warrant.
- i. During inclement weather, the following procedure is used to alter transportation schedules or cancel transportation service:
 - i. If school in Lisbon is closed, no students are to be transported to other In-District and Out-of-District programs.
 - ii. If school in Lisbon has a delayed opening, then students will also be delayed in being transported to In-District and Out-of-District programs.
 - iii. In both of the above situations, the Superintendent of Schools will notify the Contractor of the circumstances.
- j. If the Board cancels school, delays opening, or closes early, it is the Superintendent's responsibility to directly notify the Contractor of the situation. If a student will not be attending school due to illness or the other circumstances, it is the responsibility of the parent to notify the Contractor directly. Should transportation service be required, the Contractor agrees that it will abide by the decision of the Board and will run routes as normally as possible.
- k. Transportation will be required for up to a 181-day school year and, for specific

students, summer/Extended School Year programs that could range from 15-50 days.

- l. Unless authorized by the Superintendent of Schools and the Director of Special Education of the Board, students from other school districts will not be permitted to ride with Lisbon students for the purpose of consolidation of routes to/from specific placement addresses. Lisbon students will be permitted to ride together for the purpose of consolidation of routes to/from specific placement addresses.
- m. If, during the life of the Contract, increases or decreases in In-District and Out-of-District placements occur which would require the use of additional or fewer Vehicles, the Contractor shall supply the required Vehicles and drivers. All payments or credits are to be based on Vehicles operated and rates in existence at the time.

16. Training.

- a. The Contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the Motor Vehicle Department. The Contractor shall be required to keep a log of training given to each driver and the Board reserves the right to inspect such logs and to attend driver-training sessions as observers. Each Contractor must describe the safety program that will be placed in effect and include such with his/her bid.

17. Complaints.

- a. The Contractor will investigate all complaints, keep a log of such complaints, and will report the action taken to the Superintendent or designee within twenty-four (24) hours, which report will be confirmed promptly in writing.

18. Emergencies/School Closing.

- a. Weather conditions or other emergencies which require closing of schools or delayed opening will be determined by the Superintendent of Schools.
- b. No change, elimination or consolidation of routes, except to meet unexpected or emergency conditions, will be made until after the Contractor has been given an opportunity to confer with the Superintendent of Schools or designee with respect thereto at least one day in advance or such change, elimination or consolidation. All routes and stop changes suggested by the Contractor must be approved in advance by the Superintendent of Schools or designee and any permanent changes shall be noted and initialed in the master route manual by the Contractor. Law enforcement officials, including the resident state trooper, may review existing and proposed bus routes and bus stops relative to safety and welfare.

- c. It is recognized that during inclement weather adherence to the time schedule may be impossible. Safety of children must at all times take precedence over the time schedule.
- d. The Contractor shall pick up and return children as designated by the established schedules. In the event an established route cannot be completed, another Vehicle shall be sent to complete the route or the children shall be returned to their respective schools.
- e. Should the Town of Lisbon experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the Vehicles and drivers to meet the emergency need. A rate for reimbursement of costs incurred by the Contractor shall be mutually agreed to with the Town of Lisbon. Contractor will make reasonable efforts to cooperate with the evacuation.

19. Accidents and Delays.

- a. The Superintendent or designee shall be notified of all occurrences, accidents, and all injuries, regardless of extent, as soon as possible, but not later than the close of the workday on which they occurred.
- b. In addition to the notice required in Section (a), any accident involving personal injury must be reported to the Superintendent or designee in writing within twenty-four (24) hours of the accident.

20. Students and Discipline.

- a. The Contractor shall be fully responsible for the care and supervision of students during their period of transportation. The period of transportation of a student shall be deemed to have begun when the vehicle stops at the stop and opens the door, activating the protective signals (if any on the vehicle type in question), and ends when the door is closed after the student is safely dropped off at the stop.
- b. Drivers will remain seated in the driver's seat at all times while children are loading or unloading and shall not leave the Vehicle while the motor is running. Under no circumstances may the driver leave the Vehicle without shutting the engine off and removing the keys with students aboard.
- c. In the event of extreme disciplinary infractions by students on buses, which in any way imperil safe operations, the Contractor shall require that operators shall stop the bus and not proceed until discipline is voluntarily restored. The Contractor's office is to be immediately alerted via radio. The operator shall report all such occurrences to the Contractor, and the Contractor shall notify the Principal of the school concerned for action. However, under no condition shall a student be "put off" a bus while it is in transit and thereby exposed to the hazards of walking either on the way to school or on the way home as punishment by the driver. The driver shall be in full charge of the Vehicle and shall allow no misbehavior. The names of any

students who misbehave or who cannot be managed by the driver shall be reported to the appropriate school administrator on forms provided by the Board. Smoking by the driver or students shall not be allowed on buses at any time. Driver's cell phones are required to be turned off while Vehicle is in motion.

21. Maintenance and Supplies.

- a. The Contractor agrees to keep each bus in good working order and to furnish all necessary fuel, oil, grease, tires, etc.
- b. No Vehicle shall have any students on board and no students shall be on the premises during any refueling procedure.

22. Inspection of Records.

- a. The Superintendent or other representative of the Board, upon reasonable notice, may inspect, during normal business hours, at the Contractor's place of business, the following records of the Contractor:
 - i. Records relating to Vehicle preventive maintenance major and minor repairs and replacement of worn equipment and tires.

23. Default and Termination of Contract.

- a. 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) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required under Section 11(c); (j) fails to provide the Performance Bond required under Section 11(c); or (k) through action(s) or omission(s) materially breaches the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- b. The above remedies are in addition to any other remedies the Board may have.
- c. In the event of Contract termination by the Board, 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.
- d. Upon termination of this Contract pursuant to this Section, the Contractor (and its surety) will be responsible for all of the Board's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

24. Fuel.

- a. Contractor shall pay for fuel used for the transportation of Lisbon students, provided that, notwithstanding any provision of this Contract to the contrary, the Board shall be responsible for any fuel costs in excess of \$4.50 per gallon of fuel used in the performance of the Contractor's obligations under this Contract (for the purposes of this provision, the performance of the Contractor's obligations under this Contract shall be understood to include travel to and from The Meadows before the first run and after the last run of the day). Such fuel shall be for the exclusive use of vehicles used for the transportation of Lisbon students and fuel used for any purpose other than the provision of the transportation services will be considered a material breach of this Contract. The Board reserves all rights and remedies under contract, including without limitation termination of this Contract, and law in regard to unauthorized fuel usage by the Contractor.
- b. The Contractor shall keep thorough and accurate records of fuel usage by each Vehicle on a daily basis. The Board may at any time during the term of this Contract require the auditing of fuel use by the Contractor. The Contractor shall promptly provide fuel usage records, corresponding odometer readings, and any other information reasonably required by the Board to inform such fuel audit.
- c. The Contractor shall cooperate with the Board in the determination of fuel needs in accordance with the Contract, including the provision of documentation in support of estimated or actual fuel needs. The Parties may negotiate alternate fuel purchasing arrangements and shall reduce any agreement regarding the same to a written amendment of this Contract.

25. Non-Discrimination.

- a. The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class.

26. Non-exclusivity.

- a. The Board reserves the right to use vehicles other than those furnished by the Contractor for certain field trips and athletic trips, as well as additional

transportation needs for other reasons.

27. General Provisions.

- a. The rights and obligations of the Contractor shall not be assignable nor the duties delegable by the Contractor in whole or in part without prior written approval of The Town of Lisbon and the Board.
- b. The Board of Education shall have the right to set off against any monies due hereunder to the Contractor any unpaid liquidated damages or other credits or reimbursements due, as specified herein.
- c. This Contract, including the RFP, which is incorporated by reference, and all Exhibits, contains the entire agreement between the parties, and any representations that may have heretofore been made by either party to the other are void. Neither party has relied on such prior representations in entering into this Agreement.
- d. The Contractor shall not be held or deemed in any way to be the agent or employee of the Board. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.
- e. 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.
- f. 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.
- g. No failure by the Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lisbon Board of Education has caused the Agreement to be signed in its name and its behalf by its Superintendent; and, M&J Bus, Inc. has caused the Agreement to be signed in its name and its behalf by its Chief Operating Officer, all hereunto duly authorized, this 30th day of June, 2022.

LISBON BOARD OF EDUCATION

By: Judy Jacobs (SK)
Title: 6/29/22

M&J BUS, INC.

Jon Hipsher
Jon Hipsher
Chief Operating Officer

APPENDIX I PRICING

	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>	<u>2025/2026</u>	<u>2026/2027</u>
Type I (per day price)	\$ 388.00	\$ 399.64	\$ 411.63	\$ 423.98	\$ 436.70
Type II Lift (per day price)	\$ 388.00	\$ 399.64	\$ 411.63	\$ 423.98	\$ 436.70
Type II Regular (per day price)	\$ 368.00	\$ 379.04	\$ 390.41	\$ 402.12	\$ 414.19
Van (per hour rate)	\$ 315.00	\$ 324.45	\$ 334.18	\$ 344.21	\$ 354.54
Aides (per hour rate)	\$ 36.00	\$ 37.08	\$ 38.19	\$ 39.34	\$ 40.52
Athletic Trips/Late Buses (per hour rate)	\$ 69.00	\$ 71.07	\$ 73.20	\$ 75.40	\$ 77.66

Aides – 2 hour minimum

Athletic Trips – 2 hour minimum

Late Buses – 1.5 hour minimum

Note: All Vehicles will have chassis 2021 or newer

APPENDIX II

STUDENT DATA PRIVACY ADDENDUM

This Agreement ("Agreement") is entered into on the date of execution below between the Lisbon Board (the "Board") and M&J Bus, Inc. ("Transportation Provider") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data received or obtained pursuant to the contract between the Parties (the "Transportation Contract").

Article I. Definitions

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

Article II. Purpose of Agreement

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

Article III. General Provisions

A. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data, including but not limited to the Transportation Contract.

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

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

D. The Board may request that the Transportation Provider delete any student data in the Transportation Provider's possession that is not (1) otherwise prohibited from deletion or required to

be retained under state or federal law (including student data that is required to be preserved in relation to litigation or that is subject to a litigation hold), or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Transportation Provider, provided the Board may request the deletion of any such student data if such copy has been used by the Transportation Provider to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Transportation Provider. The Transportation Provider will delete the requested student data within two (2) business days of receiving such a request.

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

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

Article IV. Security and Confidentiality of Student Data

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

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

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

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

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

Article V. Prohibited Uses of Student Data

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

B. The Transportation Provider shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except: (a) student data that is

required to be preserved in relation to litigation or that is subject to a litigation hold, provided that only that student data reasonably believed to be necessary to preserve may be retained; or (b) in the event that a student, parent, or legal guardian of a student chooses to independently establish or maintain an electronic account with the Transportation Provider after the expiration of this Agreement for the purpose of storing student-generated content.

Article VI. Data Breaches

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

1. Date and time of the breach;
2. Names of student(s) whose student data was released, disclosed or acquired;
3. The nature and extent of the breach;
4. The Transportation Provider's proposed plan to investigate and remediate the breach.

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

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

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

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

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

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

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

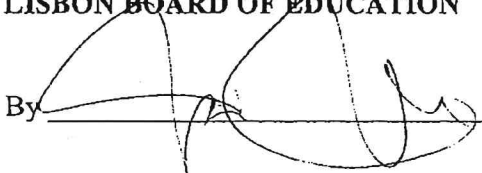
Article VIII. Term

A. The term of this Agreement shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Transportation Provider is properly and completely deleted or destroyed or returned to the Board, or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of Paragraph B within this Article.

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

LISBON BOARD OF EDUCATION

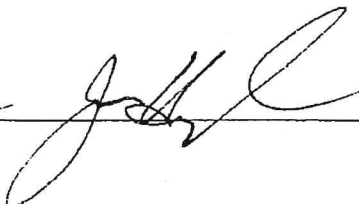
By



Date

M&J BUS, INC.

By

L. 23-22 

6/30/22
Date

