



Chelmsford School Department School Committee

Notice of Public Meeting

Email Posting to townclerk@townofchelmsford.us Thank you.

Filed with Town Clerk:

As required by G.L. c. 30 A, §18-25

DATE: Tuesday March 15, 2022 TIME: 6:00 p.m. ROOM: Conf. Room 1

PLACE: CPS Central Administration Office ADDRESS: 230 North Road

The Chelmsford School Committee (CSC) intends to conduct an in-person meeting on the date and time specified. In-person public participation will be **scheduled** to provide social distancing of community members in accordance with the CSC In-Person Public Participation Guidelines. The meeting will be live-streamed by Chelmsford Telemedia for interested community members to access and watch. Interested community members may e-mail Superintendent of Schools, Dr. Jay Lang, at langj@chelmsford.k12.ma.us prior to 4:00 p.m. on Monday March 14, 2022 to be scheduled to provide in-person input under the public participation portion(s) of the agenda.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CHAIR OPENING STATEMENT

CONSENT AGENDA

1. Approval of the minutes of the regular school committee meeting of February 17, 2022
2. Approval of the minutes of the regular school committee meeting of March 1, 2022

CHS STUDENT REPRESENTATIVE ANNOUNCEMENTS

GOOD NEWS

PUBLIC COMMENTS: The School Committee will hear from members of the public on items listed under New Business on the posted agenda.

NEW BUSINESS

1. Ratification of MOA: Chelmsford School Administrators' Association
2. School Committee Mid-Year Goals Review
3. Superintendent Mid-Year Goals Review

4. Vote on School Choice Program: 2022/23 School Year
5. Vote to Establish Special Education Reserve Fund - MGL Chapter 40, Section 13E
6. Vote to Approve Regular Education Student Transportation Contract
7. FY2022 Budget Projection
8. Recommended FY2022 One-Time Budget Expenditures
9. Recommended FY2022 Budget Transfers
10. Incoming 5th Grade Students - Middle School Assignment
11. Update on COVID-19: Case Count, Pool Testing Initiative, At-Home Rapid Antigen Test Kit Program Participation, and Student Vaccination Status
12. Personnel Report: January 2022
13. Personnel Report: February 2022
14. School Committee Policy Updates
15. Approval of Field Trip and Travel Requests

REPORTS

1. Liaison Reports

ACTION/NEW ITEMS

1. Request for Reports & Updates

PUBLIC COMMENTS: The School Committee will hear from members of the public on general matters of education interest.

ADJOURNMENT

**CHELMSFORD SCHOOL COMMITTEE
MEETING
February 17, 2022
Meeting Minutes**

Members Present: Mr. Dennis King (Chair), Mr. Jeff Doherty (Secretary), Mr. John Moses, Ms. Donna Newcomb and Ms. Maria Santos.

Also present: Dr. Linda Hirsch (Assistant Superintendent), Ms. Joanna Johnson-Collins (Director of Business and Finance) and Ms. Peggy Gump, (Director of Nursing Services)

Call to Order

6:00 p.m.

Pledge of Allegiance

Chair Opening Statement

“Tonight’s meeting is being live-streamed by Chelmsford Telemedia and posted to the CPS website for interested community members to access and watch. In-person public participation will be taking place tonight in accordance with social distancing and safety protocols established by the Chelmsford School Committee Public Participation Guidelines. Anyone interested in speaking during the public input portion of the meeting would have notified the superintendent’s office by yesterday afternoon and would have been provided with the guidelines and assigned a time to attend the meeting to speak. If anyone watching this meeting live has questions or comments to share they are encouraged to email one of us during the meeting. We will read their comments or questions during our second public input session at the end of the meeting.”

Public Comments

Linda Moran, of 112 Westford Street, spoke of her concern for students wearing masks in the CPS. She expressed many instances where she felt mask wearing was especially having an impact on the mental health, social well-being and learning for CHS students. She shared her belief that masks are harmful and offer “no benefits”. She would like the face covering policy to be rescinded.

Katie Sullivan, of the Chelmsford Federation of teachers spoke next. She asked that the School Committee in deciding about continuing the policy of mask wearing in school, consider that fact that many staff live with immunocompromised family at home. These teachers would want to be able to have their students wear masks in their classrooms. Those staff would appreciate the support of The Committee to protect these persons when deciding on the face coverings policy.

Melissa McDonald, of Six Colonial Terrace, who has four children in CPS and is a teacher at a neighboring district. Despite being vaccinated several of her family have had COVID19. She is concerned that continuing masking will harm the children. She is worried about the health and behavior issues of the students. She would like The Committee to move to remove the face covering policy.

The Chair stated that others have contacted The School Committee this week asking that the mask policy be rescinded.

New Business

1. Review and Consideration of School Committee Policy EBCFA – Face Coverings

Dr. Hirsch provided slides and a verbal update as of today. Face coverings were approved on 8/18/2020. On February 9, 2022 Governor Baker and Commissioner Riley announced that the mandate would be lifted on 2/28/2022. She summarized the details of the Face Coverings policy, including information on exemptions and social distancing. She shared the vaccination rates for each school. Consultation has been ongoing with The Chelmsford Health Department, Massachusetts Department of Public Health and testing for COVID is being made available for all CPS students through “Pool Testing” and at-home rapid antigen testing. The positivity rate is declining. Vaccine clinics are still being held. The Chelmsford Health Department has recommended a delay in rescinding the mask mandate until **March 14, 2022**, due to the vacation week in February. Data proves there are positivity upticks in the virus after school breaks have taken place. The Massachusetts DPH advises masks still to be worn indoors for any who are elderly, have weakened immune systems or underlying medical conditions. **Unvaccinated individuals should continue to wear masks to prevent further spread of COVID 19.**

If the mask mandate were to be rescinded face coverings will **continue to be required** on school busses (per federal government mandate) and in health care offices in school. Continued monitoring will be shared with updates on the COVID 19 Dashboard. Information will be shared on availability of vaccine and booster clinics. The Committee may decide tonight to keep or rescind Policy EBCFA. They may amend the policy, or they may adopt the (MASC) Massachusetts Association of School Committees’ proposed policy which includes guidance from the CDC, DESE, and the Mass. Dept. of Public Health. Dr. Hirsch has included a slide with the details and also reviewed it during tonight’s meeting. To fully appreciate all of the information, you may view tonight’s meeting on Chelmsford Telemedia/ YouTube. Ms. Gump shared that the school nurses will continue to work with families who have particular needs in relation to COVID.

Ms. Santos asked if families will still be notified if a student in their child’s class tests positive. Ms. Gump stated that the notifications were ending with the exception of families with immunocompromised or health risk children. She expressed concerns that students may be “harassed” either for wearing or not wearing masks. Dr. Hirsch responded that the same discipline and consequences would apply as in other situations.

Ms. Newcomb shared that she has heard from many families both in support of retaining masks and those who want to policy to be rescinded. The Committee receives guidance from many sources including public health and DESE. She asked if the attorney for The Committee had recommended mandating testing, to which Dr. Hirsch replied he did not. Any testing can only be done on a voluntary basis.

Ms. Newcomb shared how stressful the mask issue has been. Decisions needing to be made during the pandemic “weigh heavily”. She feels there is no choice but to go ahead with the governor’s and DESE’s mandate for removing the mask requirement on February 28th. She would have preferred it not to happen so soon after school vacation. With masks being optional, she hopes we will continue to be cognizant of those around us who are fragile or immunocompromised. Masks should be available in the schools for all who want to wear them.

Mr. Doherty shared that lots of emails have been sent about the mask mandate and he has been impressed by the sincerity and compassion expressed. He thanks the people of Chelmsford for their thoughtful input. He expressed gratitude to school staff for all they have continued to do during the pandemic. He agrees with Ms. Newcomb on the mask issue.

Mr. Moses thanks Chelmsford residents for everyone being supportive instead of divisive. He also supports February 28th as the date for masks to become optional. He would have liked to have had a week or two after vacation as the effective date.

Ms. Santos shared how hard COVID has been on everyone. She feels compelled to lift the mandate to "mask optional". She expressed gratitude for the improvements made by the vaccines as well as improved school ventilation systems. Like others she would have preferred to keep the mask mandate for a week or two after vacation.

Mr. King thanks the people of Chelmsford for their understanding and for thanking The Committee for making the difficult decisions. As a science teacher he trusts the data and experts in the medical field. The vaccination rate is good and COVID numbers are declining. Making masks optional will allow people to make decisions for their children and these decisions will be supported by the schools. He is proud of all The District has done over the past two years to keep people healthy. He believes it is time to adopt the new policy which removes the requirement for masks in school.

Nurse Gump stressed that monitoring and close attention will be paid going forward. A supportive and inclusive environment will be maintained in the schools. People who are not vaccinated are strongly encouraged to wear a mask. Voluntary testing will continue as will vaccine and testing clinics.

Mr. Moses motioned to adopt the updated MASC Policy for mask guidance EBCFA effective February 28, 2022. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Adjournment (6:54 p.m.)

Mr. Moses motioned to adjourn. Mr. Doherty seconded. Motion carries 5-0.

*Respectfully submitted,
Sharon Giglio, Recording Secretary*

**CHELMSFORD SCHOOL COMMITTEE
REGULAR MEETING
March 1, 2022
Meeting Minutes**

Members Present: Mr. Dennis King (Chair), Mr. Jeff Doherty (Secretary), Mr. John Moses, Ms. Donna Newcomb and Ms. Maria Santos.

Also present: Dr. Jay Lang (Superintendent), Dr. Linda Hirsch (Assistant Superintendent) and Ms. Joanna Johnson-Collins (Director of Business and Finance).

Call to Order

6:00 p.m.

Pledge of Allegiance

Chair Opening Statement

“Tonight’s meeting is being live-streamed by Chelmsford Telemedia and posted to the CPS website for interested community members to access and watch. In-person public participation will be taking place tonight in accordance with social distancing and safety protocols established by the Chelmsford School Committee Public Participation Guidelines. Anyone interested in speaking during the public input portion of the meeting would have notified the superintendent’s office by yesterday afternoon and would have been provided with the guidelines and assigned a time to attend the meeting to speak. If anyone watching this meeting live has questions or comments to share they are encouraged to email one of us during the meeting. We will read their comments or questions during our second public input session at the end of the meeting.”

Consent Agenda

- 1. Approval of the minutes of the regular school committee meeting of February 1, 2022**
- 2. Approval of the minutes of the regular school committee meeting of February 8, 2022**
- 3. Approval of the minutes of the regular school committee meeting of February 14, 2022**
- 4. Approval of the minutes of the regular school committee meeting of February 17, 2022**

(The minutes from February 17, 2022, are tabled until the next meeting pending clarifications of comments and discussions.)

Mr. Moses motioned to approve the meeting minutes from February 1, 2022, School Committee meeting; February 8, 2022 School Committee meeting and February 14, 2022 School Committee meeting. Mr. Doherty seconded. Motion carries 5-0.

CHS Student Representative Announcements

Katrina shared that it is now term 3 and guidance counselors are going to meet with juniors to talk about senior year and their plans for after CHS. Applications for The Senior Capstone Program are still being accepted until March 4, 2022. CHS House Olympics will be held starting March 14 and will include hockey, dodge-ball and trivia. The next CHS dance is scheduled for March 18th. Thomas Brown, a freshman wrestler at CHS, became the first freshman All State Champion in CHS history and the first freshman All State Heavyweight Champion in Massachusetts history! Jack Walsh placed 7th in this competition! MCAS begins March 9th. March 12th the SATs will be held. The Career Center is getting new furniture for the presentation area. The Crescendos and The Thursdays competed in ICHSAC quarterfinals with The Thursdays placing second and the Crescendos third! Both groups will move on to the semifinals. The CHS Winter Newscast which features videos, Dr. Whittlesey's new books, the ECO Club stand on climate change, and Character Strong, may be viewed at chstv.org. Today the electives were presented to the underclassmen. The Therapy Dogs visited CHS today!

Good News

Mr. King added that Wrestling Coach Chris Piscione was named the Division 1 Coach of the Year!

Mr. Moses requested a moment of silence for the people of Ukraine, whose children (although seeking shelter underground) continue to learn with their teachers. Our support is needed.

Moment of Silence for Ukraine observed.

Public Comments

Kathy Paluso, of 10 Bentley Lane, has been a paraprofessional for 13 years and Vice President for Support Staff. She states that she only receives \$1.30 more per hour than newly hired paras. She is concerned that those who are "trusted with the most vulnerable of our students" earn less than high school students who work part-time jobs. Paras provide not only social and emotional support but also support content areas for the curriculum. She also spoke of the importance of the school secretaries and clerks in the schools, who support the needs of students and staff on a daily basis. Additionally, she described the recess aides as "the unsung heroes of each building" who keep children safe at recess, handle conflicts and create a playful environment for all students. She is asking that the upcoming fiscal year budget for 2023 "reflects a salary adjustment for support staff that brings our salaries in line with surrounding districts". She requests support staff receive "a livable wage".

Peter Malloy, of Three Village View Road, who spoke as a parent, a taxpayer and an educator. He states that a living wage in Massachusetts is between \$40,000 and \$60,000 per year, while the poverty line is \$27, 800 a year for a family of four. Support staff in Chelmsford earn an average salary of \$22,129. Support staff in North Andover and Wakefield make about 20% more than those in Chelmsford. He states that education in Chelmsford is "massively underfunded". He requests that: The School Committee; The Town Select Board; The Town Manager; and school administrators speak up for the underpaid support staff to bring them close to the minimum standard of living for Massachusetts. This would cost about 1.5% of the 2023 proposed budget.

Margie Lotto, of Jordan Street, read a poignant letter of gratitude she received in 2019. She would like to see support staff receive the wage increase they deserve.

Lauren Cochran, of 46 Augusta Way, CHS teacher and President of the Chelmsford Federation of Teachers, spoke of the "We're Worth It!" campaign. She is concerned that the proposed 2023 budget does not address the "severely underpaid paraprofessionals and support staff in our district". She asks

that the 2023 budget provide rewards for those who have worked so hard during the pandemic, but still do not make a “living wage”.

Donna Taylor, of 53 Bartlett Street, who is a paraprofessional at Parker Middle School, and has worked for The District for over 25 years. The responsibilities of paras have steadily increased from only supporting academic needs to now supporting students with academic, emotional and behavioral issues. Salaries do not reflect the increased responsibilities. She requests a “fair, livable wage” for the paraprofessionals.

Mary Frenette, of 19 Walnut Road, is a career paraprofessional. She clearly articulated all the academic requirements she meets as an eighth-grade para as well as her attending unified arts classes with her students. She works at additional student support jobs outside of the regular school hours and in the summer. She asks that the 2023 budget make a difference for the paraprofessionals by giving them a “living wage”.

Kathleen Lopez, of Seven Bonanza Road, who is a mother of three children of color and a paraprofessional in the district questions why the 2023 budget does not include an increase in pay for the paraprofessionals. She shared a poignant story explaining that her “why” for being a para is to create relationships that foster inclusion for all students.

Aamina Mian, of Seven Hemlock Drive, has worked as a para in Chelmsford for 24 years. She was hired in 1998 and earned \$10.00 per hour and in 2022 makes less than \$17.50 hourly. She looks forward daily to working with her students at CHS and feels trusted by her students. She makes a difference in many classes from ninth to twelfth grade and needs to keep up to date on curriculum and find new ways to assist student learning in those classes. She helps seven special education students each day and many other general education students who rely on her as well.

Regina Jackson, of Nine Essex Place, is a taxpayer and a parent of children who have greatly benefitted by the support of Chelmsford paraprofessionals. She strongly advocates for raises for paras to reflect the importance of the services they provide. They help not only in the classroom but also with hygiene issues, feeding, mobility challenges as well emotional issues. The strong bonds paras form with the students and communication they provide for the families helps the students to be successful. The current pay paras receive is a disincentive to their staying with the CPS. They need “a decent livable wage”.

Lisa Tice, of Seven River Meadow Drive, has taught in Chelmsford for 19 years and currently teaches fourth grade. She wants to see a fair and equitable wage increase for the paraprofessional staff included in the budget. She spoke of the many ways paras support their students each day with academic understanding, social support, behavioral support, following the requirements of IEPs and assist in resolving crisis situations for students. Paras also work closely with school nurses for students who have health challenges and foster more inclusion in classrooms. They are also required to substitute for teachers at a moment’s notice.

Kim Atkinson, of 35 Oak Hill Road in Weston, who is a special education teacher at Byam, stated that the paras in her SPED program “play a key role in the academic, behavioral, and social learning” of the students and she is concerned about the hiring of paraprofessionals, as many of these positions remain unfilled for months at a time. Retaining existing talented staff is a problem. The demands and expectations of the job is disproportionate to the pay. Existing paraprofessionals continue to meet the needs of the students with whom they work. She encourages the community to come and substitute as a para to “experience the depth and intensity of that work”!

Mr. King thanked all the speakers on behalf of The Committee, as well as those who sent emails which will be read later in the meeting. The Committee respects and appreciates the work of all staff throughout the school year. Contract negotiations with several of these groups will begin soon.

New Business

1. UMASS Lowell Teaching Excellence and Achievement (TEA) Fulbright Scholars

These scholars were not able to attend the meeting tonight.

2. Spotlight on the Schools: Byam Elementary School

Jason Fredette, Principal, and Betsy Dolan, Assistant Principal, joined the meeting to share the happenings at Byam focusing on the positives which have come from the COVID pandemic and will remain in place going forward. The slides supporting their presentation tonight are shared in the meeting agenda packet. Ms. Dolan shared that some of these changes include communication, daily routines, technology for SEL, virtual field trips and student collaboration. They found that videos to families were a good supplement to newsletter for communication during the pandemic. They also pre-record morning announcement videos, so teachers may share them at the time that is best for their class. They shared a virtual field trip to Denali Park in Alaska, as well as a video of virtual math learning. Second grade teacher, Jennifer DeDevoir, demonstrated how she uses technology to reinforce Social Emotional Learning. A highlight of which is her "talking dog" Freddie sending a video to students! A video of students collaborating using their Chrome Books was shared. Finally, they shared their new arrival and dismissal systems which have been streamlined with the help of technology.

3. FY2023 Budget Hearing

The budget will be reviewed item by item. When all questions have been satisfied, a motion will be voted on for approval of each page. Amy Reese will be at the table to address new special education positions and programming for middle schools as well as additional social worker positions recommended for all levels. This review will begin on page 11 of the 2023 Budget binder.

Mr. Moses motioned to approve budget category 1110 School Committee on page 11 for the fiscal 2023 budget, total amount \$34,050. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve the budget category 1210 Superintendent on page 12 for the amount of \$449, 689 for the fiscal 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 1220 Assistant Superintendent on page 13 for the amount of \$256,685 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve the budget category 1230 District Wide on page 14 for the amount of \$420,700 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve the budget category 1410 Business and Finance on page 15 of the budget for the amount of \$437, 984 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve the budget category 1420 Human Resources on page 16 for the amount of \$349,592 for the FY 2021 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

When questioned about the increase in this line item 1430-1435, Dr. Lang explained the increase in this line item is due to the upcoming collective bargaining cycle which will involve all contracts except the custodians. Legal costs increase during collective bargaining years.

Mr. Moses motioned to approve budget category 1430-1435 Legal Services and Settlements on page 17 for the amount of \$178, 000 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

When asked about the increase in budget on page 18, Dr. Lang stated the reason is continuing to support the existing infrastructure for the network and wireless internet and to cover annual maintenance agreements.

Mr. Moses motioned to approve budget category 1450 Districtwide Mis on page 18 for the amount of \$1,422,680 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2110 Curriculum Directors on page 19 for the amount of \$1,325,968 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2110 Curriculum Directors Special Education on page 20 in the amount of \$936, 347 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Dr. Lang stated on page 21 there are new line items to pay for stipends for staff who will be assisting with next year's CHS accreditation which occurs every ten years and begins in the spring.

Mr. Moses motioned to approve the budget item 2210 School Leadership on page 21 for the amount of \$2,917,971 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2300-2305 Classroom Teachers - Regular Education on page 22 for the amount of \$25,385,515 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Regarding page 23, Dr. Lang stated the increase in tutoring is for employees (mostly part-time) to be hired to work in classrooms. This model has been used at the elementary schools and will be brought to the high school and the middle schools due to its success.

Mr. Moses motioned to approve budget category 2310 Teacher Specialist – Regular Education on page 23 for the amount of \$2,098,640 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

On page 24, Dr. Lang recommends adding three additional SPED positions. Amy Reese came to the table to respond to questions. She stated that students will be selected for this language-based program based on entrance and exit criteria in fifth grade. Students will remain in their general education classroom with support from the SPED teacher. Pull-out groups also support the program. Both the SPED and general education teachers will receive specific training for this program. An additional teacher will be hired for the CHS PAVE Program and one for the STEP Program.

Mr. Moses motioned to approve budget category 2310 Teacher Specialist – Special Education on page 24 for the amount of \$6,899,777 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve the budget category 2320 Medical/Therapeutic Services on page 25 for the amount of \$412,390 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Dr. Lang is recommending an increase on page 26 for substitutes including an increase in the rate paid for daily substitutes, long-term substitutes, para substitutes and substitute recess aides to offer comparable pay as neighboring districts.

Mr. Moses motioned to approve the budget category 2325 Substitutes on page 26 for the amount of \$811,000 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2330 Paraprofessionals on page 27 for the amount of \$4,249, 008 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2340 Library Media Center on page 28 for the amount of \$792,616 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2357 Professional Development on page 29 for the amount of \$218,275 for the FY 2023 budget.

Mr. Moses motioned to approve budget category 2410-2415 Textbooks and Instructional Materials on page 30 for the amount of 563,440 for the FY 2023 Budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2420 Instructional Equipment on page 31 for the amount of \$161,450 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2430 General Supplies on page 32 for the amount of \$594,808 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2440 Other Instructional Services – Special Education on page 33 for the amount of \$190,000 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 2451-2455 Classroom Instructional Technology and Software on page 34 for the amount of \$695,000 for the FY2023 project. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Dr. Lang stated that page 35 has increases since the part-time psychologists at McCarthy and Parker are both being increased to full-time positions. Also, the recommendation includes three social workers providing one for each level, to work with struggling students and their families to access resources they need. A recommendation is also made to include compensation for late summer meetings for the CHS guidance people.

Mr. Moses motioned to approve budget category 2710-2800 Guidance and Psychological Services on page 35 for the amount of \$2,705,864 for the FY2023 budget.

Dr. Lang is including a recommendation on page 36 to increase the daily substitute nurses pay to be competitive with other districts.

Mr. Moses motioned to approve budget category 3200 Medical and Health Services on page 36 for the amount of \$884,101 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Dr. Lang stated that page 37 will include an increase for regular education bus transportation. Additional small busses will be added to service CHIPs and help with some elementary bus runs.

Mr. Moses motioned to approve budget category 3300 Transportation on page 37 for the amount of \$4,298,419 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve the budget category 3400 Food Services on page 38 for the amount of \$123,174 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 3510 Athletic Department on page 39 in the amount of \$922,338 for the FY 2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Recognition was given to Athletic Director, Dan Hart, for all he has been doing the past two years to keep the athletic program running during the pandemic challenges.

Mr. Moses motioned to approve budget category 3520 Other Student Activities on page 40 for the amount of \$202,690 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 3600 School Security on page 41 for the amount of \$192,351 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Dr. Lang stated that the contracted services fees will be increasing, new equipment will be purchased for the district and that the custodial contracts are expiring and will be going out to bid.

Mr. Moses motioned to approve budget category 4110-4210-4230 Custodial Services on page 42 for the amount of \$1,972,196 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 4120-4130 Heating of Buildings and Utility Services on page 43 for \$1,273,070 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve budget category 5150 Employee Separation Costs on page 44 for the amount of \$249,632 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve the budget category 9300 Tuitions on page 46 for the amount of \$2,874,580 for the FY2023 budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

Mr. Moses motioned to approve the bottom line budget number of \$67,500,000 for the FY2023 budget as referenced on pages 10 and 47 of the budget. Mr. Doherty seconded. A roll call vote was taken. Motion carries 5-0.

4. Approval of Field Trip and Travel Request

Mr. Moses motioned to approve the field trip applications as presented. Mr. Doherty seconded. Motion carries 5-0.

Liaison Reports

Ms. Santos shared that McCarthy's grade seven dance is upcoming, as are student bingo and adult "Rock and Roll Bingo". The Wellness Committee met, and the district is back in compliance and will remain so for the rest of this year. The Wellness Committee was pleased to have a student representative in attendance.

Action/New Items

Ms. Newcomb reminded The Committee that they need to review the COVID policies.

The Chair would like to resume reviewing The Committee's goals. He would like feedback and will put this on the agenda for the next meeting. There will be an "Executive Session" on March 7, 2022, at 6:00. Also, there will be a meeting with the Select Board on March 14th. The next regular meeting of The Committee will be held on March 15, 2022.

Dr. Hirsch shared that three more sessions will be held on March 9th to work on the Strategic Plan. Meetings with middle and high school students will take place on March 8, 2022.

Public Comments

Mr. Michael McIver, of 221 Littleton Road, is the founder of "Kid Lives Matter" which is a non-profit organization. He wants to be sure that CPS students are not taught "really bad things" or "critical race theory". He also advocates banning certain books from the libraries and is concerned about SEL programs.

(My apology for any misspelling of names as I summarize the emails received tonight.)

Ms. Newcomb read an email from Tracy Truncoso and family praising the work of support staff and requesting that they receive a livable wage.

Mr. Doherty read one from a CHS special education teacher, Courtney Farrell, showing gratitude for the "dedication and compassion" shown by paraprofessionals, despite the many challenges of the last two years. She requests that these "unsung heroes of special education" receive a livable wage.

Mr. Moses read an email from Andrea Marvo, who is an ELL teacher at Harrington, stating that the CPS support staff play "a crucial role in the success of our special ed students". She asks The Committee provide money in the FY2023 budget for the support staff to earn a livable wage.

Ms. Santos shared an email from Alyssa Camaro, of 24 Colonial Drive, who is a special education teacher at Byam and a parent of child at Center School who requires “substantial para support” daily and expresses her thanks to all paras in the district. She is saddened by the pay given to the paras who work so closely to support the neediest students. She is concerned about eleven para positions that remain unfilled. She believes this is due to the wages offered. She pleads with The Committee to increase the pay for the paraprofessionals.

The Chair shared an email from a para, Jennifer Colbert, who has worked for the district for six years. She sees the job as “educator, encourager, comforter, moral and emotional support” and listener. The role is ever-changing, and this has been true more over the past two years. She is grateful to the paras who work with her son to help him succeed. She would like a salary increase for the support staff.

Ms. Newcomb read an email from Barbara DeFreitas of 44 Kensington Drive, who works in the library at Harrington and has been in the district for 21 years. She sees daily the effect that support staff provide for student success. Paraprofessionals assist the teaching staff as well as students. She respects the support staff and would like to see a broader compensation scale for their years in service. She would like to see dedication and loyalty rewarded.

Dr. Lang read an email from para, Lisa Darwin, who has 15 years’ experience in the district. She finds her work rewarding each year. The responsibilities of the role increase each year. Please recognize the importance of paraprofessional by providing wages which “reflect our commitment and dedication to the students”.

Dr. Hirsch shared an email from Alison Souza, who is a first-year paraprofessional at Center School. She receives joy from her work. She moves to many classrooms to assure students receive the help they require and feels connected to her students.

Mr. Doherty read an email from Elaine Dedinsky, who is a para at Parker and has worked for the district for 14 years. She requests a salary adjustment of more than 2% be included in the budget. She is concerned that the wage increase for newly hired paras lags behind the percentage increase for minimum wage in Massachusetts.

Mr. Moses shared an email from Bridget Descoley who has been a paraprofessional at CHS for 22 years. She loves her job, despite the “unlivable” salary. She supports students with academics and social emotional learning. The past two years of COVID have increased the roles paras must play to support their students. She is now working two jobs “to be able to live”. She would like to see enough money in the FY2023 budget to earn “a livable wage”.

Ms. Santos read an email from a parent whose children entered CPS during the pandemic. She has been amazed by the support received from the staff at Byam who worked hard to meet needs indicated by her son’s IEP and her older son’s “in-depth diagnosis” and support given to him at school. Both her children are “thriving” at Byam. She thanks the support staff for helping her children to enjoy going to school and learning. The paras involved with her children are great at communicating with her family. She implores The Committee to increase the salary for paras to a livable wage.

The Chair shared an email from Stephen McCormack who has children in the Chelmsford Public Schools. He wants to be sure the district has enough qualified paraeducators in the classrooms as children are catching up due to COVID both academically and emotionally. Stronger wages are needed to maintain the quality of staff in the district. He would like to see a cost-of-living increase that is equal to or exceeds the current cost-of-living in the state. He applauds the CPS staff for their efforts, especially during the last two years. He would like to see the FY2023 budget provide a livable wage for the staff.

Dr. Lang read an email from a CHS junior, Courtney Farrell, in support of a livable wage for paras. The academic and emotional support of paras helps this student to succeed. She works part-time and makes just \$2.00 per hour less than the CPS paraprofessionals.

Dr. Hirsch shared an email from a current ABA para from Byam, named Alexandria Daley, who has worked in the district for 13 years. She loves her school, the staff and appreciates the professional development opportunities provided to her. She is also a "Registered Behavioral Technician". The roles of paraprofessionals vary from year to year and with the specific needs of each student and reflect the goals set by the student's team of professionals. She would like to see paras' wages increase so that they do not need to work an additional part-time job.

Next, Ms. Newcomb shared an email from Marie O'Donnell who teaches Kindergarten at Byam and has been teaching in the district for 27 years. The paras who work with her "pour their hearts and souls into their work with their students". Paras are by the sides of the students to support them no matter what situation arises. She dislikes the fact that many paras have to work seven days a week and two or more jobs to survive financially. She wants to see the district pay paraprofessionals the living wage they deserve.

Marsha Cohen, of 24 Lamplighter Lane, sent an email, which was read by Mr. Doherty. She has been a para in the Chelmsford Public Schools for 19 years. During these years the responsibilities have increased but the salaries do not reflect the greater requirements of the job. Along with academic support, paras now provide emotional and behavioral support. Due to unfilled para positions, those in the district are overextended daily. Some of her colleagues have sought employment in nearby school districts who provide better wages and better working conditions. She would like for paraprofessionals to receive a fair livable wage in the FY2023 budget.

Mr. Moses shared comments from Catherine Burgess, who is a special education teacher at Byam. She has fortunately worked with many talented paraprofessionals over the past twelve years. Paras make it possible for students to receive the support needed to succeed. Paras are flexible and will fill in when needed to substitute for teachers at a moment's notice, especially during the current lack of available substitute teachers. Sadly, many paras need to work a second job to pay their bills. Please offer paras "a respectable and living wage".

Ms. Santos read an email from Wendy Rozkowsky, who has been an ABA para at CHIPS for twelve years. She works hard to ensure that her young students "learn social skills, emotional skills, coping skills, confidence, address personal hygiene and more". She wants to see a competitive increase in the pay for paras in Chelmsford who are paid significantly less than paraprofessionals in surrounding towns.

The Chair shared comments from a CHS junior, Natalia Veracano who has benefitted from para support beginning with freshman year. She thanks all her paras for supporting her.

Renee McLaughlin, who is a union representative and a para at CHS and has been employed by the district for 18 years. The salary is not in line with the work that is done by the paraprofessionals. She would like to see a "fair value wage".

Mr. Doherty shared an email from Michael Goff, of 37 Dunshire Drive, who is an ABA para at Byam. He thanks the district for their support especially during the past two years. He is asking for increased wages for support staff who are "severely underpaid" forcing many to work a second job. Many "remarkable paras" leave the district each year to work for more pay elsewhere. The current wages do not attract qualified support staff to work in Chelmsford. Please pay paraprofessionals what they deserve.

Catherine Nebbs's email was shared by Ms. Santos. She states that "paraprofessionals have the hardest position in the school and it is a shame that they are paid the least." She was told this earlier in the year when she began to work as a para at Harrington. Not only do paras provide academic and emotional support but they also provide data to document student progress or assist in creating more successful strategies for student success. Please provide a livable wage for the support staff.

Dr. Lang read an email from Kim Mara who is a teacher of 16 years and a parent of a child who has an IEP. Paraprofessionals perform "magic each and every day". Please provide them with a salary adjustment beyond a two percent raise.

The Chair thanked all for the public input shared during tonight's meeting. He looks forward to starting negotiations soon.

Adjournment (10:07 p.m.)

Mr. Moses motioned to adjourn. Mr. Doherty seconded. Motion carries 5-0.

*Respectfully submitted,
Sharon Giglio, Recording Secretary*

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee

From: Jay Lang, Ed.D., Superintendent of Schools

Date: March 11, 2022

Re: Ratification of MOA: Chelmsford School Administrators Association

The negotiation subcommittee of the Chelmsford School Committee has reached a tentative agreement with the Chelmsford School Administrators' Association (CAA) pertaining to a new 3-year contract for the period from July 1, 2022 through June 30, 2025. A vote is on the agenda in regular session on Tuesday March 15, 2022 for the full Committee to ratify the agreement.

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee
From: Jay Lang, Ed.D., Superintendent of Schools
Date: March 14, 2022
Re: School Committee Mid-Year Goals Review

Attached please find a progress update on the approved School Committee goals for the 2021/22 school year.

Chelmsford School Committee Goals 2021-22

Mission Statement

To support the mission of the Chelmsford Public Schools to cultivate inspired, creative, and well-rounded lifelong learners who possess the integrity and self-direction necessary to be contributing community members, the school committee and superintendent propose the following goals for the 2021-2022 school year.

District Wide Goals

The following goals for the 2021-2022 school year are intended to support and reinforce the districtwide goals outlined in the strategic plan.

School Committee Goals and Action Steps Midyear Progress Toward Goals

Supporting Academic Programs

During the 2021-22 school year, the school committee will support the district plans to provide educational programming in such a way as to re-establish traditional school and classroom climates and norms, while providing the safest and most appropriate learning environment given available health metrics and guidance from state and local agencies. This goal will be measured by successful implementation of traditional scheduling, classroom and school configurations, academic pacing guides and assessments to monitor student progress and remediate deficiencies due to learning loss in previous years, as well as established safety guidelines and protocols that maintain a learning environment in which the health and safety of students and staff are prioritized.

ACTION STEPS:

1. Communicate with stakeholders including faculty, administration, parents, and student's elements of the learning schedules, classroom and school procedures and safety protocols being implemented to minimize disruption to traditional school climates while maintaining a safe learning environment.
 - Return to school guidance and planning/curriculum and instruction – August 9th and 24th
 - Report on school opening – September 7th and 21st, October 5th
 - Enrollment updates/class size reports – October 5th, December 7th
 - Close contact definition change – January 4th
 - In-school COVID testing/close contact change – February 1st
 - Masking Policy – February 17th
 - Work with local and state health and education agencies to monitor and evaluate up-to-date health metrics in making decisions about whether to modify learning models and/or safety protocols
2. Adjustments made in school schedules to accommodate all academic and non-academic needs (i.e., MS and HS changes)
 - Report on Health and Safety Protocols for school year 2021-22 – August 21st
 - COVID Updates (testing, case incidence) – October 19th, November 16th, December 21st, January 18th, and February 8th
 - Close contact definition change – January 4th
 - In-school COVID testing/close contact change – February 1st
 - Masking Policy – February 17th

3. Evaluate reports of academic progress generated from district wide testing instruments to determine the effects of past and present changes to academic programs necessitated by the ongoing COVID-19 pandemic and allocate funding for the implementation of additional supports when deemed necessary.
 - Academic update – October 15th
 - Report on Paper Tutoring Service – October 15th, December 21st
 - MCAS schedule Spring 2022 – February 8th



School Committee Goals and Action Steps Midyear Progress Toward Goals

Maintaining a Positive, Inclusive, Prosocial Learning Environment

During the 2021-22 school year, the school committee in collaboration with the superintendent, assistant superintendent, director of student support services, and other stakeholders, will monitor programming that promotes the social emotional well-being and mental health of all students and staff and assist in cultivating positive, inclusive, safe learning environments for all. This goal will be measured through reports to the committee on established SEL programming, guidance and counseling services, special education and ELL programming and service updates, and programs offered to promote equitable and inclusive environments within the Chelmsford Public Schools.

ACTION STEPS:

1. Receive updates on current social emotional programming, along with guidance and counseling services, to evaluate recommended changes or additional supports for students and staff throughout the school year.
 - South Row Elementary School Presentation – February 1st
 - SEL/Guidance Presentation – February 8th
 - Byam Elementary School Presentation – March 1st
2. Monitor the progress of students in specialized educational programs, such as special education and ELL, to make sure that allocated resources are available and utilized that specifically address these subgroups when deemed necessary.
 - TFI and ELL Review In progress with DESE
3. Inform and engage the school and broader community regarding the vision of the school district in the areas of diversity, equity, and inclusivity of all groups by reviewing policies and allocating resources for educational programming and professional development for students, staff, and parents to increase awareness of these issues.
 - Discussion on proposed DEI professional development 2021/22 – August 8th
 - School Committee DEI training sessions – October 26th, November 23rd, December 14th
 - Update on districtwide DEI initiatives – January 4th



School Committee Goals and Action Steps Midyear Progress Toward Goals

Maintaining Aligned Financial and Facility Resources

During the 2021-22 school year, the school committee will work with the superintendent, school personnel, and town officials, to develop an aligned, sustainable financial foundation that supports the needs of the district including current and future budget requirements, and current and future facility needs, and will clearly communicate these with all stakeholders in the district. This goal will be measured by financial reports, budget documents, capital plans, and reports from consultants on facility needs within the district.

ACTION STEPS:

1. Work with the superintendent and business administrator to monitor the current year budget, including all grants from federal, state, and local agencies related to the COVID-19 pandemic, and make necessary adjustments as needed, and to develop a budget for the 2022-23 school year considering current and future financial needs within the district.
 - Quarterly Budget Updates – October 19th, January 18th
 - Discussion on Capital Plan Prioritization for 2022/23 – November 2nd and 16th, December 21st
 - Budget Calendar Established – December 7th
 - Triboard Meeting – December 13th
 - Discussion on ARPA funds – January 18th
 - FY2022/23 Budget Presentation – February 1st
 - Budget Q + A – February 8th
 - FY2023 Public Budget Hearing – March 1st
2. Collaborate with and review reports from Dore and Whittier Architects to assess progress in addressing previous capital plan recommendations, analyze enrollment projections and possible grade level realignments, guide future prioritization of capital needs in our current facilities, as well as continuing to pursue new facility options to meet projected future needs within the confines of the town's financial realities.
 - Approval of Contract/Overview of scope of work to be performed by Dore and Whittier – August 24th
 - Presentations by Dore and Whittier – September 21st, November 16th, December 21st, January 4th, February 1st
 - Public Visioning Sessions on Facilities – October 7th, November 9th
3. Work with the superintendent, director of personnel, legal counsel, and labor unions on new labor agreements that align with the needs and desires of both the staff and the district.
 - Triboard Meeting – December 13th
 - School Committee Negotiations Workshop – January 11th
 - Union/School Committee working session – March 7th
 - Review and Approval of CAA contract – March 15th



School Committee's Professional Practice Goals Midyear Progress Toward Goals

Mission Statement

The following school committee professional practice goals for the 2021-22 school year are intended to improve communication and functioning among and between the members of the school committee, superintendent, and Chelmsford community.

Communication Strategy

During the 2021-22 school year, the school committee will continue to discuss ways to improve communication with all stakeholders. Said strategy may include but is not limited to monitoring the district website to make sure it provides the most up-to-date information and resources for parents, students, and staff, continuing to solicit public input on school related topics through the public input portion of school committee agendas, public forums, workshops, or surveys, and improving protocols and procedures for responding to information and/or questions from the public.

- School Committee Professional Practice Workshop – October 14th
- Public Visioning Sessions on Facilities – October 7th, November 9th
- FY2023 Public Budget Hearing – March 1st

Committee Involvement in Strategic Plan Development

During the 2021-22 school year, the school committee will continue to work with all stakeholders to help to develop a district wide strategic plan to guide the work of the committee, administration, faculty, and staff for the 2022-23 academic year and beyond. The committee will consider the merits of soliciting an outside contractor to help direct and guide this process and, if deemed appropriate, contract with such an organization. Successful completion of this goal will be evidenced by the finalization and approval of a multi-year strategic plan aligned to the approved district budget.

- Discussion of Strategic Planning Process – August 9th
- Introduction of District Management Group/Overview of scope of work – November 16th
- Presentation by District Management Group – January 4th
- Interviews of School Committee Members by DMG – February 7th, 8th, 9th

Establishment of an advisory committee to examine and report on school climate

During the 2021-22 school year, the school committee will discuss the merits of establishing an advisory committee to gather and review information and data on the diversity, equity, and inclusivity (DEI) practices within the district and make recommendations for positive changes to adopt. If the committee decides that such an advisory committee may be beneficial to the continued success of the district, it will agree-upon the goals of such committee work, the scope of the work, the timeline of the work, the makeup of the committee, and how the committee may gather information and data about school climate pertaining to DEI within the schools. Should the committee decide to create such an advisory committee, successful completion of this goal would be evidenced by the establishment of such a committee to begin work during the 2022-23 school year.

- Review work towards this goal will start when all surveys are completed and analyzed at the conclusion of the strategic plan.



CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee
From: Jay Lang, Ed.D., Superintendent of Schools
Date: March 14, 2022
Re: Superintendent Mid-Year Goals Review

Attached please find a progress update on the approved Superintendent goals for the 2021/22 school year.

Superintendent Goals 2021-22

Mission Statement

To support the mission of the Chelmsford Public Schools to cultivate inspired, creative, and well-rounded lifelong learners who possess the integrity and self-direction necessary to be contributing community members, the school committee and superintendent propose the following goals for the 2021-2022 school year.

District Wide Goals

The following goals for the 2021-2022 school year are intended to support and reinforce the districtwide goals outlined in the strategic plan.

Superintendent Goals and Action Steps Midyear Progress Toward Goals

Every Student Achieving Academically

By June 2022, the superintendent will execute the reopening of in-person learning for the Chelmsford Public Schools that incorporates reestablishing school schedules for academics and extra curricula activities that are in alignment with statewide safety requirements outlined by the Massachusetts Department of Elementary and Secondary Education (DESE) and Massachusetts Department of Public Health (MADPH) to allow for the academic acceleration of all students that addresses learning loss from the onset of the pandemic to now, as measured by the our internal academic benchmarks, additional programming to support students' identified academic needs, the monitoring of safety protocols in place for schools to mitigate the spread of COVID-19, and data from pool testing and confirmed cases of COVID-19 in the schools.

ACTION STEPS:

1. Review current schedules and learning models with school administrators and make necessary adjustments to meet students' needs.
 - Adjustments made to all school schedules to return all students to in-person learning for the 2021-2022 school year. (August - October)
 - Continuation of mask breaks in the schedule until the end of mask mandate. (September - February)
 - SEL lessons added to all schedules Elem-High School. (September - present)
 - Review of schedules to make necessary changes after the first term of year. (September - present)

2. Review and report on academic programming based on internal benchmarks and diagnostics and make necessary adjustments to meet students' needs.
 - Data meetings for all benchmarks and comparison to prior years to assess learning loss. (As designated by assessment calendars). 10/19 SC Presentation
 - Scheduled meetings for principals and district leaders with iReady data specialist to review individual school and district results. (8/16, 10/13, 10/14, 1/20, 1/26, 1/27, 2/10)
 - Review of Spring 2021 MCAS and Comparison to pre-COVID years. Faculty and department meetings. (October - November)
 - Pilot of iReady in Grs. 9-11 in ELA and math. (Fall and Spring)
 - Review of enrollment and attendance reports to identify specific students and populations to create intervention plans to increase school attendance. (At End of Terms 1 and 2).

- Hiring of additional interventionists and tutors to target specific schools and grade levels. (Fall - Winter)
 - Expansion of interventionists at the middle school level. (Math and Reading at each MS)
 - Build out of data dashboards on *Google Analytics Platform* to identify student needs and to make comparisons against benchmarks and grades.
 - Monthly meetings with data expert for Google Analytics Data Dashboard build out. (7/22, 8/24, 9/14, 10/5, 12/7, 2/15, 3/29)
3. Continue with the curriculum adoption implementation of a new literacy program K-8.
- Implementation of Foundations in Gr. 3. (Fall - Spring)
 - Implementation of Fountas and Pinnell Classroom in Grs. 5 & 6. (Fall - Spring)
 - Continuation of professional development in Foundations for Gr. 3. (with Wilson Reading – 9/30, 10/28, 1/20, 2/17, 3/31) and Fountas and Pinnell Classroom K-6 (Lesley University – 10/19, 11/18, 1/11, 4/5) Benchmark Assessment System Training (9/27)
4. Continue to assess the technology needs of the district to support in-person learning access and delivery of curriculum.
- Weekly professional development through TIS on Google Suite products i.e. training and development on curriculum support tools such as iReady, IXL, PAPER, Screencastify, ClassKick, and other tool apps and extensions that support teaching and learning.
 - Continued training of classroom technologies including Cleartouch interactive displays, document cameras, and chromebooks.
5. Provide additional academic supports outside of the traditional school day through on-line tutoring programs.
- Implementation of PAPER online/24-hour tutoring product. (10/19, 12/21 SC Presentation)
 - Monthly committee meetings with PAPER specialist team to assist with implementation. (8/19, 9/14, 10/4, 10/6, 11/17, 12/15, 2/2, 3/25)
6. Monitor and report to the school community, state and local health data of COVID-19 in the Chelmsford Public Schools for all levels (elementary, middle and high school) and make necessary adjustments for continued mitigation.
- Continuation of COVID Dashboard
 - Creation of Pool Testing Dashboard
 - Continued monitoring of State and DESE correspondences and changes
 - Regular meetings with Chelmsford Board of Health and School Nursing Coordinator
 - School Committee public meeting updates (September - present)



Superintendent Goals and Action Steps Midyear Progress Toward Goals

Every Student Supported in a Positive, Prosocial Learning Environment

By June 2022, the superintendent will establish a system of supports that ensures students' social and emotional learning needs are addressed, and examines issues surrounding diversity, equity, and inclusion (DEI) so all school community members feel welcomed, respected, and safe, as measured by providing professional development for school staff in the area of (DEI), the administration and review of school culture surveys, and continued implementation of tiered systems and practices established by the school-based MTSS teams.

ACTION STEPS:

1. Provide professional development in DEI for staff as designated by the professional development calendar.
 - School Committee Updates: 10/17, 1/4
 - School Committee: October 26th, November 23rd and December 14th
 - All Staff:
 - Elementary and Middle Schools: September 22nd, November 2nd and February 9th
 - High School: October 19th, November 2nd March 3rd
2. Engage administrative staff in a year-long graduate level course on DEI.
 - Graduate Level Course IDEAS I – *Anti-Racist School Practices to Support the Success of All Students*. (Monthly 3-hour sessions October – May)
3. Identify and support a sub-group to train (train-the-trainer model) in DEI work to establish a foundation for continued in-house professional development in DEI.
 - Groups to be identified spring, 2022.
4. Utilize Tier I, II, III MTSS teams to provide necessary recommendations and procedures at the school level to address the reengagement of students to in-person learning and support students and families in crisis.
 - Monthly meetings for MTSS committee members to address student population and professional development for school staff. (Meeting dates as set by building principals and designated building PD days. (Elem, MS, HS - 9/22, 10/19, 11/22, 12/1, 1/11, 2/9, 3/3, 4/5)
5. Continue to support family's nutritional needs through our school nutrition program.
 - All CPS students are provided free breakfast and lunch through the School Nutrition Department.



Superintendent Goals and Action Steps Midyear Progress Toward Goals

Aligned Financial and Facility Resources in Support of the Schools

By June 2022, the superintendent will develop an aligned sustainable financial foundation that is adequately funded and addresses the future needs of the district's goals to incorporate impacts and changes stemming from the COVID-19 pandemic that supports the resource needs of the district, and ensures that students, families, and educators are supported, as measured by the completed FY23 school budget.

ACTION STEPS:

1. Assess all financial lines of the budget impacted by the COVID-19 pandemic Assess all financial lines of the budget impacted by COVID-19 and address the needs for a continued return to in-person learning for students.
 - Provided quarterly budget reports. 10/19, 1/18
 - Created budget calendar. 12/7
 - Meet to discuss budget impacts at Tri-Board Meeting. 12/13
 - ARPA Funds discussion. 1/18
 - Budget meetings. 2/8, 3/1
2. Review and allocate awarded ESSER grant funds to provide for the educational needs of students as allowed by grant parameters.
 - Provided grant use for ESSER fund. 10/19, 1/18
3. Engage in the facilities review process with Dore and Whittier Architects to provide sustainable facilities and operations for educational programming conducive to present and future student learning needs.
 - Contracted with Dore and Whittier. 8/24
 - Dore and Whittier presentations. 9/21, 11/16, 12/21, 1/4, 2/1
 - Held two public visioning sessions. 10/7, 11/9
4. Review and amend the 10-year capital improvement plan that addresses current and future facility needs including the prioritization of capital needs in our current facilities, as well as continuing to pursue new facility options to meet projected future needs within the confines of the town's financial realities.
 - Scheduled capital plan meetings. 11/2, 11/16, 12/21
5. Initiate a strategic planning process to establish a multi-year plan that addresses the academic, social-emotional, and facilities needs of the district.
 - Review of strategic planning process. 11/16
 - District Management Group Presentation 1/4
 - Scheduled and conducted stakeholder input meetings. (End of January and February)
 - Held three public input sessions both virtual and in-person. 3/9



Superintendent's Professional Practice Goals Midyear Progress Toward Goals

Mission Statement

The following superintendent professional practice goals for the 2020-21 school year are intended to improve communication and functioning among and between the superintendent, members of the school committee, and Chelmsford community.

Comprehensive Communication Strategy

By June 2022, the superintendent will meet with stakeholders to discuss ways to improve communication with all district stakeholders as it pertains to general announcements, school and district achievements, and matters of informational importance. This includes a review of the communication practices and methods currently in place (i.e. Aspen X2, BlackBoard ConnectEd, FaceBook, Newsletters, Twitter, CPS website, etc.) to determine if they are appropriate and/or should be modified to improve and streamline communication with stakeholders.

- Continued distribution of weekly newsletter updates about COVID and happenings of the district i.e. SMORE. (August - Present)
- Continued transition to a new website and updates as needed. (Summer - Present)
- Individual schools and departments updated sites. (Fall - Winter)
- Survey to stakeholders on communication needs through strategic planning. 3/10

Budget Planning and Presentation

By June 2022, the superintendent will continue to refine financial reporting practices and procedures and develop a FY23 budget that serves as an informational document accurately reflecting the priorities of the district given the realities of the COVID-19 pandemic. The recommended budget document will incorporate additional information on grant, revolving, and student activity funds. Further, efforts to include information from each schools' parent teacher organization will be sought to provide a comprehensive picture of the various funding sources that support our school programming.

- Prepared recommended budget to support 2022-2023. 2/8, 3/1
- Provided public hearing on FY2023 budget. 3/1
- Class size committee created for middle school. 3/14

Engagement with State Level Organizations

By June 2022, the superintendent will attend state and national conferences and meetings to maintain his knowledge/learning with regard to the most educationally appropriate practices involving 1) school safety, security and emergency planning preparedness for our schools, 2) the integration of technology initiatives in elementary, middle and high schools, as we launch our 1:1 Chromebook initiative and focus on the meaningful integration of technology in our curriculum and learning practices, and 3) district administration and leadership.

- Past President and Advisor - Merrimack Valley Superintendents Association. 2021/22
- Nominated to the Massachusetts Association of School Superintendents Executive Board. 2021/22
- MASS Summer Institute. July 2021
- MASC/MASS Executive Institute November. 2021
- AASA National Superintendent Conference. February 2022



CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee
From: Jay Lang, Ed.D., Superintendent of Schools
Date: March 11, 2022
Re: Vote on School Choice Program: 2022/23 School Year

Each year the school committee is required to vote prior to June 1 indicating whether the district will participate in the Commonwealth's School Choice Program during the following school year. Further, the district must specify the number of students that will be accepted and may specify the school and grade level(s) to which it will accept new students.

As of March 11, 2022, the Chelmsford Public Schools enrolls a total of forty-one (41) students from other communities through the School Choice Program. Twelve (12) of the forty-one students will be graduating from Chelmsford High School this June. The grade level distribution for the remaining thirty-seven students for the upcoming school year is provided in the table below:

| 2022 - 2023 School Year | |
|--------------------------------|-------------------|
| Grade | # Students |
| K | 0 |
| 1 | 0 |
| 2 | 0 |
| 3 | 0 |
| 4 | 0 |
| 5 | 0 |
| 6 | 0 |
| 7 | 2 |
| 8 | 0 |
| 9 | 2 |
| 10 | 9 |
| 11 | 7 |
| 12 | 9 |
| | |
| Total: | 29 |

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Under state law, the students who are currently attending the Chelmsford Public Schools under the School Choice Program may continue in the Chelmsford schools until they graduate from high school. As we have limited educational space at the elementary and middle school levels of the district, I am concerned about significantly expanding the number of students accepted into the Chelmsford schools through the School Choice Program. Twenty-nine (29) students currently enrolled in grades K-11 in the Chelmsford Public Schools will remain in the district for 2022/23 school year.

I recommend the school committee accept sixteen (16) additional/new students at Chelmsford High School in Grade 9 to attain total school choice participation at forty-five (45) students for the 2022/23 school year. \$ 225,000 in School Choice tuition is expected from enrolling forty-five (45) students in the 2022/23 school year. If the school committee agrees with this recommendation, the following motion is recommended:

Motion to accept sixteen (16) additional/new students at Chelmsford High School in Grade 9 under the Commonwealth of Massachusetts School Choice Program in the 2022/23 school year, bringing the total School Choice participation in the Chelmsford Public Schools to forty-five (45) enrolled students in the 2022/23 school year.

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee
From: Jay Lang, Ed.D., Superintendent of Schools
Date: March 11, 2022
Re: Vote to Establish Special Education Reserve Fund: Accept MGL Ch. 40 § 13E

As you may recall, in 2017 we discussed and explored voting to accept and establish a special education reserve fund, allowed by a provision of the Municipal Modernization Act. A majority vote of the School Committee and Town Meeting is required to establish and appropriate or transfer money to this reserve fund to be utilized in upcoming fiscal years to pay for unanticipated or unbudgeted costs of special education, out-of-district tuition or transportation. Here is the text of the statute, Chapter 40, Section 13E:

Section 13E. Any school district which accepts this section, by a majority vote of the school committee and a majority vote of the legislative body or, in the case of a regional school district by a majority vote of the legislative bodies in a majority of the member communities of the district, may establish and appropriate or transfer money to a reserve fund to be utilized in the upcoming fiscal years, to pay, without further appropriation, for unanticipated or unbudgeted costs of special education, out-of-district tuition or transportation. The balance in such reserve fund shall not exceed 2 per cent of the annual net school spending of the school district.

Funds shall only be distributed from the reserve funds after a majority vote of the school committee and a majority vote of the board of selectman or city council, or, in the case of a regional school district by a majority vote of the board of selectmen or city council in a majority of the member communities of the district.

The district treasurer may invest the monies in the manner authorized in section 54 of chapter 44 and any interest earned thereon shall be credited to and become part of the fund.

The allowable fund balance in this new special education reserve fund may not exceed 2% of the annual net school spending of the school district. For reference, Chelmsford's net school spending in FY21 was approximately \$ 73.6 million. Therefore, the special education reserve fund balance would not be able to exceed \$ 1.4 million.

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

I believe the acceptance and establishment of a new special education reserve fund to be prudent at this time, as 1) we have maximized the amount of special education circuit break funds we are allowed to reserve and carry-over at the end of the fiscal year, 2) the amount we are able to carry-over and reserve in special education circuit breaker funds is less than previously allowed due to expenditures (\$ 3 million in FY21 – \$ 2.3 million in FY22), and 3) we have received returns (revenue) from Valley Collaborative in excess of our anticipated budget for the direct costs associated with out-of-district special education students. If approved, the funds will be held in reserve to offset unanticipated/unbudgeted special education expenses in future fiscal years.

Therefore, I recommend the school committee vote to establish a special education reserve fund in accordance with the provisions of MGL Ch. 40 § 13E. In anticipation of the school committee's vote on this matter, I have coordinated with Town Manager Cohen for a similar vote to be included on the spring town meeting warrant to accept and establish the fund.

If the special education reserve fund is accepted by the School Committee and Town Meeting, I will bring forth a recommendation to deposit funds received from Valley Collaborative, and/or excess funds in the local operating budget at fiscal yearend, into the new reserve fund to be utilized in upcoming fiscal years to pay for unanticipated or unbudgeted costs of special education, out-of-district tuition or transportation.

I look forward to discussing this recommendation at the next regular meeting of the school committee. Please feel free to contact me with any questions or concerns regarding this recommendation.

CHELMSFORD PUBLIC SCHOOLS

Memorandum

TO: Jay Lang, Ed.D., Superintendent of Schools
Members of the School Committee

FROM: Joanna Johnson-Collins, Director of Business & Finance

DATE: March 11, 2022

RE: Contract for Regular Education Student Transportation Services – Summary of Procurement Process

The current (five year) contract to provide regular education transportation services to the students of the Chelmsford Public Schools expires on June 30, 2022. The District, therefore, requested invitations for bids (IFBs) for a new contract effective July 1, 2022. Summarized below is an outline of the process, outcome and recommendation for a new contract.

| Date in 2022 | Summary of activity |
|--------------|--|
| Jan 3 | IFB 22-01 prepared and advertised in the Goods and Services Bulletin, COMMBUYS and the Lowell Sun |
| Jan 3 – 20 | Received nine requests for IFB packets and sent out nine packets to the individual requesters |
| Jan 11 | Held voluntary Pre-Bid Conference at 11am, three people attended, one addendum to IFB issued |
| Jan 14 | Sent out one addendum and responses to questions received to all who requested bid packets |
| Jan 20 | Received one bid at 1:35pm, prior to the 2pm deadline |
| Jan 20 | Bid opening at 2pm, four people attended, NRT Bus, Inc. was the successful bidder |
| Jan 26 | Requested legal counsel draft a three-year contract with NRT Bus, Inc. with an option for a one-year renewal in year four and another one-year renewal in year five. |
| Mar 15 | Tentative date - request School Committee approval of contract with NRT Bus, Inc. at the regularly scheduled School Committee meeting |

Attached is a copy of the proposed contract with attachments as referenced within prepared by Attorney Waugh's office. I recommend the School Committee approve and execute this three-year contract with the options for a fourth and fifth year exercised at the sole discretion of the Chelmsford School Committee at the regular meeting of March 15, 2022.

**CONTRACT
BETWEEN THE CHELMSFORD PUBLIC SCHOOL DISTRICT
AND
NRT BUS, INC.**

This Agreement is made on this 15th day of March, 2022, between Chelmsford Public School District, acting by and through the Chelmsford School Committee (hereinafter the "District"), and NRT Bus, Inc. a corporation with a principal place of business located at 230 Main Street, North Reading, Massachusetts (hereinafter the "Contractor"), whereby the parties contract for services under the terms and conditions set forth herein.

(The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the District and the Contractor, are hereby terminated and shall be of no force and effect.)

WHEREAS, the District issued an Invitation For Bids for the services of a contractor to provide school bus transportation as requested by the District for the transportation of District school children, and;

WHEREAS, the Contractor did bid and offer to provide such services to the District, and the District has accepted the Contractor's bid, subject to the conditions and agreements herein contained:

THEREFORE, it is agreed between the parties as follows:

I. PARTIES

The parties to this contract are the Chelmsford Public School District, acting by and through the Chelmsford School Committee, (the "District") and NRT Bus, Inc. (the "Contractor"). The District is a public school district in the Commonwealth of Massachusetts having a principal place of business at 230 North Road, Chelmsford, Massachusetts and Contractor is a corporation with a principal place of business at 230 Main Street, North Reading, Massachusetts.

II. DESIGNATED REPRESENTATIVES

The District designates Jay Lang, Ed.D., Superintendent of Schools, Chelmsford Public School District, 230 North Road, Chelmsford, Massachusetts 01824 and Contractor designates John McCarthy, President as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above, via certified mail, return receipt requested.

III. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- 1) This Contract;
- 2) The District's Specifications;
- 3) Contractor's bid proposal and price change;
- 4) Contractor's Certificate of Non-Collusion;
- 5) Contractor's Certificate of Tax Compliance;
- 6) Contractor's Certificate of Authorization;
- 7) Contractor's Certificates of Insurance;
- 8) Contractor's performance and bid bonds;
- 9) The District's Invitation for Bids (22-01), including addendum 1;
- 10) The Contractor's Conflict of Interest Certification; and
- 11) The District's Instructions for Bidders.

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties.

IV. SCOPE OF SERVICES

The Contractor agrees that it will provide school bus transportation as requested by the District, in accordance with the Contract Documents as mentioned in paragraph III, above. The Contractor agrees that it shall pay for or cause to be paid for all labor performed or furnished, all materials used or employed in the performance of the work under this contract, and all rental or hire of appliances and equipment employed in such work.

V. PAYMENT

a). The District agrees that in exchange for said services as described in paragraph IV, above, that it will pay the Contractor the sums as agreed in the Contract Documents, above. The District shall pay the Contractor on the twentieth (20th) of each month, for services rendered in the previous month, and subject to offset as described in the Contract Documents. The District's payment obligations under this paragraph are subject to (in addition to all other requirements as set forth in the Contract Documents) the delivery by the Contractor of an invoice with sufficient detail to describe the services performed in the previous month, by the first day of the subsequent month.

b). In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

c). Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to payment under this Contract or anything done in pursuance thereof.

d). No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by the Contractor.

VI. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the District is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by Joanna M. Johnson-Collins, Director of Business and Finance.

VII. ENFORCEABILITY OF CONTRACT

This contract is binding upon and enforceable against the District if this contract is signed by the Chelmsford School Committee, endorsed by the Director of Business and Finance as to appropriation or availability of funds, and endorsed as to form by the District Counsel. This contract is binding and enforceable against Contractor if signed by their authorized representative.

VIII (a). ASSIGNMENT

Contractor shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the District. If approved by the District, this contract shall be binding upon Contractor's assigns, transferees and/or successors in interest. Without limitation, moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge Contractor from any duty or responsibility under the Contract Documents.

VIII. (b). PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising under or to enforce the terms of this Contract shall be conducted in the Superior Court of Middlesex County, Massachusetts.

VIII (c). INDEMNIFICATION

Contractor shall compensate District for all damage to District's property of any nature arising out of Contractor's work. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless District and District's officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by Contractor of its obligations under the Contract, or the act or omission of Contractor, its Subcontractors, or their officers, employees, agents and representatives and assigns or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the Work to be

performed by Contractor under the Contract, or which arise out of the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by Contractor or any of its officers or employees regarding the subject matter of the Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

Neither District, nor any of its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of the Contract, the execution thereof or anything relating thereto which arises out of the violation of any provision of the Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by Contractor or its employees, regarding the subject matter of the Contract. Contractor hereby indemnifies and agrees to hold harmless the District against any liability including all claims for bodily injury or property damage that may arise out of Contractor's performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

IX. INSURANCE

Contractor shall provide insurance that satisfies the categories and amounts specified in the Contract Documents. Each certificate and policy of insurance required by this Contract shall contain a cancellation provision as indicated below with no variations.

"No cancellation of or change or revision in the insurance by the Insurer or the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Superintendent, Chelmsford Public School District, 230 North Road, Chelmsford, MA 01824, at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt — or — if the insurance is canceled, the contract is null and void."

The District shall be named as an additional insured on each policy of insurance required by this Contract other than worker's compensation. Contractor shall provide proof of the required insurance as required in the Contract Documents.

No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
- Or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

X. MISCELLANEOUS

- a). This Contract shall be binding upon District and Contractor, their respective heirs, executors, administrators, successors, or assigns.
- b). If any provision of this Contract shall be determined to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.
- c). This Contract may be amended only by a written instrument signed by the parties.
- d). Contractor shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.
- e). No payment by District to Contractor shall be deemed to be a waiver of any right of the District under this Contract or ratification by the District of any breach hereof by him.
- f). Contractor shall provide services under this Contract as an independent contractor with the District and Contractor and its employees shall not be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.
- g). District may terminate this Contract upon written notice to Contractor if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.
- h). The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.
- i). Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

j.) Pursuant to M.G.L. c. 71, §38R and 42 U.S.C. § 16962, each employee of the Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening, each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.

k.) The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

l.) The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.

m.) The Contractor shall not represent or purport to represent that it speaks for the District vis-a-vis the media or the public at-large without the District's express, written consent in advance.

n.) Prior to commencing performance under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

o.) By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

p.) By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

q.) The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

r). The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment, hiring, rates of pay or other forms of compensation, terms, conditions or privileges of employment, employment upgrading, transfer, demotion, layoff, and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

s). To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

XI. TERM

The Term of this Contract is from July 1, 2022 to June 30, 2025. Should the District, in its sole discretion, decide to extend the term of the Contract, it may extend the term for one (1) year periods up to a maximum of two (2) additional years, from July 1, 2025 until June 30, 2026, and July 1, 2026 until June 30, 2027, by providing notice of said intent to Contractor by March 1, 2025 and March 1, 2026, respectively.

XII. BREACH

In addition to any other remedies available at law or in the Contract Documents, if the Contractor changes any routes, stops, schedules, or instructions as detailed in the Contract Documents, without notice to and express written consent of District, the Contractor shall be liable to the District in the amount of twenty-five dollars (\$25) for every student scheduled to be on the route in question as liquidated damages, for each trip in which a change occurs. The Contractor agrees that such a liquidated damage amount is a reasonable approximation of District's actual damages. At the District's discretion, any such amount shall be deducted from any remuneration owed by the District to the Contractor.

In addition to any other remedies available at law or in the Contract Documents, if the Contractor is more than fifteen (15) minutes late to any scheduled stop, the per diem rate payable by the District to the Contractor for that route may be reduced by fifty per cent (50%) in the discretion of the District.

XIII. NOTICE

Except as otherwise provided in this Contract all notices required or permitted to be given

hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section XV.

If to the District: Superintendent of Schools
Chelmsford Public Schools
230 North Road
Chelmsford, MA 01824

With copies to: Andrew J. Waugh, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive
Suite 410
Quincy, MA 02169

If to the Contractor: John McCarthy, President
NRT Bus, Inc.
230 Main Street
North Reading, MA 01864

IN WITNESS WHEREOF, District and Contractor have executed or caused to be executed by their duly authorized officials this Contract in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to District, Contractor, District Counsel and Director of Business and Finance.

Chelmsford Public Schools

NRT Bus, Inc.

By: The Chelmsford School Committee

By:

Dennis F. King II, Chair

Signature

John W. Moses, Vice-Chair

Printed Name

Jeffrey D. Doherty, Secretary

Printed Title

Donna M. Newcomb

Maria L. Santos

CERTIFICATE OF APPROPRIATION

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this CONTRACT is available therefor, and that the – Chelmsford School Committee is authorized to execute this CONTRACT and to approve all requisitions and execute change orders.

Joanna M. Johnson-Collins
Director of Business and Finance

Date

APPROVED AS TO FORM:

Andrew J. Waugh, Esq.
District Counsel

Date

**CHELMSFORD PUBLIC SCHOOL DISTRICT
INVITATION FOR BIDS
22-01**

The Town of Chelmsford Public School District (CPS) hereby invites the submission of sealed bids for a three (3) year contract beginning July 1, 2022 and ending June 30, 2025 with the option of two (2) additional one (1) year contract extensions beginning July 1, 2025 and ending June 30, 2026 and beginning July 1, 2026 and ending June 30, 2027 respectively, from responsive and responsible vendors to provide school bus transportation services for the Chelmsford Public Schools, as described in the Invitation For Bids (IFB) packet available from:

CHELMSFORD PUBLIC SCHOOL DISTRICT
Central Administration Offices
Business Department
230 North Road
Chelmsford, MA 01824
(978) 251-5100

IFBs will be available beginning Monday, January 3, 2022. All bids must be sealed and will be accepted by mail or in person at the Chelmsford Public Schools, Central Administration Offices, Business Office, 230 North Road, Chelmsford, MA 01824 until **2:00 p.m.** local time on **Thursday, January 20, 2022** at which time they will be opened and read publicly. Bids must be submitted in a sealed envelope, which is plainly marked on the face "BID FOR SCHOOL BUS TRANSPORTATION FOR THE CHELMSFORD PUBLIC SCHOOLS."

A voluntary Pre-Bid Conference will be held at the Chelmsford Public Schools, Central Administration Offices, School Committee Conference Room, 230 North Road, Chelmsford, MA 01824 on Tuesday January 11, 2022 at 11:00 a.m.

The Chelmsford Public Schools will not be responsible for the premature opening of any proposal not so marked. The Chelmsford Public Schools reserves the right to reject any and all bids and to waive any defects, informalities and minor irregularities in bids received as may be deemed in the best interest of the Chelmsford Public Schools. All bids must be submitted in the form of a bid proposal and must conform to the specifications. Chelmsford Public Schools reserves the right to reject any or all bids that do not meet the minimum requirements set forth in the IFB. The three (3) year contract with the option of two (2) additional one (1) year contract extensions is subject to annual appropriation after the first fiscal year.

All bids must be complete and in compliance with the submission requirements outlined in the Invitation For Bids.

Jay Lang, Ed.D.
Superintendent of Schools

Monday January 3, 2022

Proposal #: _____

January 3, 2022

Chelmsford Public School District

230 North Road
Chelmsford, MA 01824
(978) 251-5100

| |
|--|
| <p style="text-align: center;">INVITATION FOR BIDS SCHOOL BUS TRANSPORTATION</p> |
|--|

BIDS ARE DUE NO LATER THAN THURSDAY, January 20, 2022, 2:00 p.m.

SECTION I. GENERAL CONDITIONS

A. SCOPE

1. The successful bidder shall provide all equipment, labor and materials required to transport students to the various schools within the Town of Chelmsford in accordance with the specifications.
2. The contract shall include all labor, materials, tools, equipment and services required for the proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trade or trades involved.
3. The Chelmsford Public Schools shall have "priority" use of the vehicles in the bus fleet to meet all of the Chelmsford Public Schools transportation requirements set forth in these specifications.

B. BID REQUIREMENTS:

1. A voluntary Pre-Bid Conference will be held at the Chelmsford Public Schools, Central Administration Offices, School Committee Conference Room, 230 North Road, Chelmsford, MA 01824 on Tuesday January 11, 2022 at 11:00 a.m.
2. Deadline for questions relative to the specifications will be at the end of the business day on Thursday January 13, 2022.
3. Each bidder shall return one (1) original and five (5) copies of their bid per SECTION V. SUBMISSION REQUIREMENTS. Bidders shall furnish all information requested on the bid proposal forms. A corporation must affix the corporate seal to the bid proposal.
4. All Bids must be sealed and will be accepted by mail or in person at the Chelmsford Public Schools, Central Administration Offices, Business Office, 230 North Road, Chelmsford, MA 01824 until **2:00 p.m.** local time on **Thursday, January 20, 2022** at which time they will be opened and read publicly.

C. COMPETENCY OF BIDDERS:

It is the intent of the Chelmsford Public Schools not to award a contract to any bidder who does not furnish evidence satisfactory to the Chelmsford Public Schools that it has the ability and experience in School Bus Transportation Services, that it has sufficient capital, that it has available through ownership or lease duly licensed school buses of the number, type, year, and passenger accommodations specified, and that it employs trained and duly licensed drivers to enable it to perform the work to the satisfaction of the Chelmsford Public Schools.

1. Bidders must submit pertinent information related to personnel and facilities to establish the degree of ability to perform the transportation agreement, by providing a statement as to, but not necessarily limited to, the information required by the Chelmsford Public Schools as to bidders business experience.
2. Bidders must submit a listing of recent student transportation service work performed under a contract(s) comparable in the scope of work being bid.

Bidders may further be required to submit the following pertinent information:

- A balance sheet and a statement of profit and loss prepared and certified by the bidder's Certified Public Accountant for each of the two (2) most recent fiscal years;
- A bank credit letter of reference from the bidder's principal financial institution;
- Accident records for the previous three (3) years prepared by and submitted directly to the office of the Director of Business and Finance by the insurance carrier;
- A statement outlining current fuel supply status; specifically, source of fuel supply required to fulfill the existing contractual commitment, and plans being formulated to obtain the fuel necessary to execute this contract.

The Chelmsford Public Schools reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold the awarding of any contract under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the bid documents.

The Chelmsford Public Schools, acting through its authorized representatives, shall be the sole judge of the competency and qualification of the bidders.

D. DURATION:

The contract shall be for the period beginning July 1, 2022 and ending June 30, 2025 with the option of two (2) additional one (1) year contract extensions beginning July 1, 2025 and ending June 30, 2026 and beginning July 1, 2026 and ending June 30, 2027 respectively. The contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of the agreement after the first fiscal year. The Chelmsford Public Schools reserves the right to allocate funds and make appropriations as it deems is in its best interest.

The Chelmsford Public Schools will determine whether it is more advantageous to the Chelmsford Public Schools to exercise the optional year four (4) and year five (5) contract extensions or to undertake a new procurement. The Chelmsford Public Schools will investigate the costs and benefits of the bid prices for the year four (4) and year five (5) contract extensions to make the determination. The optional year four (4) and year five (5) contract extensions shall be exercised at the sole discretion of the Chelmsford Public Schools.

The Chelmsford Public Schools will notify the successful bidder by March 1, 2025 if the Chelmsford Public Schools deems it is in its best interest to exercise the optional fourth year contract extension for the period beginning July 1, 2025 and ending June 30, 2026. The Chelmsford Public Schools will notify the successful bidder by March 1, 2026 if the Chelmsford Public Schools deems it is in its best interest to exercise the optional fifth year contract extension for the period beginning July 1, 2026 and ending June 30, 2027.

E. INSURANCE:

1. The successful bidder shall obtain and maintain during the life of the contract such Public Liability and Property Damage Insurance as shall protect them from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by their self or by anyone directly or indirectly employed by them and the amount of such insurance shall be as follows:
 - PUBLIC LIABILITY INSURANCE – Successful bidder to supply the Chelmsford Public Schools with certificates of insurance covering public liability in an amount of not less than \$1,000,000 to any one person, and not less than \$5,000,000 on account of any one accident. This coverage shall include an endorsement for abuse and molestation, including coverage for negligence arising from the employment, training, supervision, investigation and reporting in regard to incidents of abuse and molestation.
 - PROPERTY DAMAGE INSURANCE – Successful bidder to supply the Chelmsford Public Schools with certificates of insurance covering property damage in an amount of not less than \$100,000 for each vehicle used.
 - WORKER’S COMPENSATION INSURANCE – Successful bidder to supply not less than the statutory limitations on all employees working under the provisions of the contract.

2. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall be cause for an immediate termination thereof.
3. The "Certificate of Insurance" which must be submitted to the Chelmsford Public Schools by the successful bidder evidencing the existence of the insurance required shall contain the following language:

“No cancellation of or change or revision in the insurance by the Insurer or the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Superintendent, Chelmsford Public School District, 230 North Road, Chelmsford, MA 01824, at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt - or - if the insurance is canceled, the contract is null and void.”
4. The successful bidder shall, at the time of executing the contract, and on or before January 1st of each year of the contract thereafter, furnish the Chelmsford Public Schools with a certificate indicating it has complied with the insurance requirements as set forth in this specification. The certificate shall contain the provision to notify the Superintendent of the Chelmsford Public School District thirty (30) days prior to the cancellation or termination of the insurance coverage as specified.

F. ASSUMPTION OF LOSS AND LIABILITY:

1. The successful bidder agrees that it shall pay for or cause to be paid for all labor performed or furnished (unless otherwise awarded), all materials used or employed in the performance of the work under this contract, and all rental or hire of appliances and equipment employed in such work.
2. Any school property damaged by the successful bidder in carrying out the provisions of this contract shall be restored to its original condition by the successful bidder at his/her expense, and the materials and workmanship used must be first class in every respect. In the event of the failure of the successful bidder to make such repairs promptly to the satisfaction of the Superintendent of Schools, the Chelmsford Public Schools may at its discretion direct that such repairs be made, that the cost of such repairs be charged against the successful bidder, and that any sum of money due the successful bidder be applied to meet the cost of such repairs.
3. The successful bidder is retained solely for the purpose and to the extent set forth in this agreement. During the term of the contract, the successful bidder's relationship to the Chelmsford Public Schools shall be that of an independent successful bidder. The successful bidder shall have no capacity to involve the Chelmsford Public Schools in any contract or to incur any liability on the part of the Chelmsford Public Schools.

G. REMEDIES OF THE CHELMSFORD PUBLIC SCHOOLS:

1. If the successful bidder fails to perform services or performs services in a manner which is not pursuant to the terms and conditions of this contract, the Chelmsford Public Schools may make any reasonable purchase or contract to purchase services in substitution for the service due from the successful bidder, and may

deduct the cost of any substitute contract, or the damages sustained by the Chelmsford Public Schools due to non-performance or non-conformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due.

2. If the damages sustained by the Chelmsford Public Schools, as determined by the Superintendent of Schools, exceeds sums due or to become due, the successful bidder shall pay the difference to the Chelmsford Public Schools upon demand.
3. The successful bidder agrees that if it is determined at any time by the Chelmsford Public Schools that the successful bidder has substantially violated any of the provisions of this contract, the Chelmsford Public Schools shall, after having given the successful bidder a hearing before the Superintendent of Schools, terminate this contract. Determination may be based on default in performance, non-conformity of performance, deficiency excused by failure or presupposed conditions, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefit of successful bidder's creditors which impairs the value and service under this contract.
4. Any changes with respect to routes, stops or schedules or any instructions as detailed previously in this document which are not directly communicated to the successful bidder by Chelmsford Public Schools, are not authorized by the Chelmsford Public Schools and shall not be followed by the successful bidder, its' drivers or other employees. The successful bidder shall be responsible for any violation of this paragraph including any violation by its drivers or other employees, whether or not done with the permission or knowledge of the successful bidder. In the event of such violation, the successful bidder shall be liable to the Chelmsford Public Schools for liquidated damages in the amount of \$ 25.00 per student scheduled to be on that vehicle on that trip in which a violation occurs. The successful bidder agrees by submitting a bid that such a liquidated damage amount is a reasonable estimate of the actual damages. The successful bidder shall promptly pay such liquidated amount or such amount shall be deducted from any remuneration due the successful bidder.

H. LAWS AND PUBLIC POLICY:

1. This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause, which does not conform to such laws, shall be void, and such laws shall be operative in lieu of such clause.
2. The successful bidder shall keep itself fully informed of and agrees to comply with pertinent Federal, State and Municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in this contract.
3. The successful bidder shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this contract at the successful bidder's expense.
4. Upon request, the successful bidder shall provide documentation that their firm provides equal employment opportunity to persons of color and diverse cultural backgrounds.

I. PAYMENT:

1. Payment shall be made on the twentieth day of the month for all services provided during the preceding month, provided bills containing detailed information are filed in the Office of the Director of Business and Finance on or before the first day of the month in which payment is to be made and after approval of said bills by the Director of Business and Finance.
2. Compensation will be paid only for the days that work is performed and schools are in session.
3. No compensation shall be due or made by the Chelmsford Public Schools for non-conforming performance.
4. No payment shall be made for bus routes not operated during inclement weather, or for any other cause, which is the responsibility of the successful bidder.
5. The successful bidder shall be excused from liability for failure to perform when such failure is due to an act of God, the public enemy, fires, earthquakes or other similar cause beyond their control. Even though said successful bidder is legally excused, no payment will be made while such circumstances so mentioned exist.
6. If any vehicle arrives at a specified destination more than fifteen (15) minutes late, the per diem payment for said vehicle may be reduced by fifty (50%) percent unless the successful bidder has been excused as in the foregoing. The final decision to invoke said clause is that of the Superintendent of Schools or his/her designee.
7. Any and all mileage charges in excess of sixty (60) miles per vehicle, per day, averaged over all vehicles, shall be submitted on a separate invoice, displaying beginning and ending mileage for each vehicle used during the course of the month and shall be submitted in a timely manner with regular monthly invoices.

J. BID SURETY:

Each bidder shall enclose with the bid proposal an acceptable bid bond or bid deposit in the amount of five (5) percent of the entire base bid (**the grand total for services**).

- BID BONDS must be issued by a surety company, qualified to do business in the Commonwealth of Massachusetts, and payable to the Chelmsford Public Schools.
- CHECKS must be submitted in the form of a certified check, treasurer's check or cashier's check drawn on a responsible bank or trust company and made payable to the "Chelmsford Public Schools or (Name of Bidder)."

K. CONTRACT EXECUTION:

Should any bidder to whom an award is made fail to enter into a written contract within ten (10) days (Saturdays, Sundays and Holidays excluded) of written notification of such an award from the Chelmsford Public Schools or fail to furnish a performance bond within the time prescribed below, the amount so received from the bidder as a bid deposit, through bid bond, certified check, treasurer's check or cashier's check, shall become the property of the Chelmsford Public Schools, as liquidated damages for such failure.

L. PERFORMANCE BOND:

1. A performance bond guaranteeing the fulfillment of all terms and conditions of this contract and renewable annually in advance for the duration of the contract period in the amount of one hundred percent (100%) of the bid price for each year, and which is acceptable to and in favor of the Chelmsford Public Schools, shall be furnished and paid for by the successful bidder. Said performance bond shall be delivered to the Office of the Director of Business and Finance of the Chelmsford Public Schools within twenty (20) calendar days following written notification of the bid award and prior to the first day of June for each succeeding year of the contract. Performance bonds must be renewed in an amount of one hundred percent (100%) of the bid price for the coming year. Should the successful bidder fail to deliver said performance bond, the Chelmsford Public Schools shall withhold any and all payments due said successful bidder, until such time as said performance bond has been received, or until such time as the amount withheld equals twenty five percent (25%) of the coming year's contract at which time the withheld funds will be transferred to an escrow account and held for performance security.
2. Bidders must verify their bonding capabilities prior to submitting any bid proposals. Prior to the award, bidders may be asked to submit such verification as proof of competency to execute the contract.

M. VEHICLE REGISTRATION/GARAGING:

1. Bidders are encouraged to garage their vehicles in the Town of Chelmsford in order to facilitate the employment of Chelmsford residents and so as to provide excise tax benefits to the Town of Chelmsford.
2. All vehicles used in the performance of this contract shall be parked at the successful bidder's garage or parking lot when not in use for the transportation of Chelmsford Public Schools students. No vehicle may be parked on any public way within the Town of Chelmsford overnight, on weekends, or between morning and afternoon trips.

N. INSTRUCTIONS TO BIDDERS:

1. Instructions to bidders, specifications, and bid proposal forms may be obtained at the Chelmsford Public Schools, Central Administration Offices, Business Office, 230 North Road, Chelmsford, MA 01824.
2. Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of Director of Business and Finance no later than the end of the business day, 5:00 p.m., on Thursday January 13, 2022.
3. Bids will be accepted by mail or in person at the address listed above until **2:00 p.m. on Thursday, January 20, 2022**. They will be opened and read aloud at that time. If, at the time of the scheduled bid opening the Central Administration Offices of the Chelmsford Public Schools is closed due to uncontrolled events such as snow, ice, wind, etc., the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.
4. Bids must be submitted in a sealed envelope, which is plainly marked on the face "BID FOR SCHOOL BUS TRANSPORTATION FOR THE CHELMSFORD

PUBLIC SCHOOLS," along with the name of the person, firm or corporation making such bid. The Chelmsford Public Schools will not be responsible for the premature opening of any bid not so marked.

5. All bids must be on the form of proposal and must conform to the specifications.
6. If any changes are made to the Invitation For Bids, an Addendum will be issued. Addenda will be mailed or faxed to all proposers on record as having received the Invitation For Bids.
7. A bidder may correct, modify or withdraw a bid by written notice received by the Director of Business and Finance prior to the time and date set for the bid opening.
8. Modifications must be submitted in a sealed envelope clearly labeled "BID FOR SCHOOL BUS TRANSPORTATION - MODIFICATION NO. ____." Each modification must be numbered in sequence, and must reference the original Invitation For Bids.

O. VOLUNTARY PRE-BID CONFERENCE

A voluntary Pre-Bid Conference will be held at the Chelmsford Public Schools, Central Administration Offices, School Committee Conference Room, 230 North Road, Chelmsford, MA 01824 on Tuesday January 11, 2022 at 11:00 a.m.

P. GENERAL:

1. Any questions as to interpretations of these specifications shall be referred to the Director of Business and Finance of the Chelmsford Public Schools.
2. The contract will be awarded within forty-five (45) days after the bid opening unless the time for award is extended by mutual consent of the parties.
3. No bid may be withdrawn for a period of ninety (90) days following the bid opening date.
4. The successful bidder may not assign, transfer or sublet this contract or work, nor assignment of money due or to become due shall be made without the specific written consent of the Chelmsford Public Schools.
5. The Chelmsford Public Schools reserves the right to reject any or all bids or proposals or to accept the bids or part/parts thereof, including selecting a bidder whose bid or part/parts thereof is not the lowest, as the Chelmsford School Committee deems to be in the best interest of the Town of Chelmsford.
6. The Chelmsford Public Schools reserves the right to reject any bid submitted by a bidder who has defaulted for reasons of non-performance on a transportation contract with the Town of Chelmsford or with any other municipality within the past ten (10) fiscal years. The determination of whether a contract default occurred shall be made solely by the Chelmsford Public Schools.
7. For the purpose of evaluating bids, the Chelmsford Public Schools will consider the combined total of:
 - the bid submitted in Year 1, Year 2 and Year 3 per day for twenty-nine (29) regular transportation vehicles each year multiplied by one hundred and eighty (180) days for a three year total;
 - **plus** the bid submitted per trip/day for eight (8) vehicles to perform Late bus runs each year multiplied by one hundred and twenty (120) days for a three year total;

- **plus** the bid submitted for two hundred (200) athletic (after school) trips each year at a minimum of two (2) hours per trip for a three year total;
- **plus** the bid submitted for two hundred (200) out-of-town athletic/field trip vehicles each year at sixty (60) miles round trip and three (3) hours waiting time per trip for a three year total.

Please reference EXHIBIT C: BID PROPOSAL for a detailed breakdown.

SECTION II. SPECIFICATIONS

The purpose of these specifications is to permit qualified bidders to formulate costs and furnish bids to provide safe, reliable and economical student transportation for the Chelmsford Public Schools.

A. GENERAL:

1. The bidder agrees to furnish all transportation contemplated by the provisions hereof, including the "Notice to Bidders" attached and incorporated within. All specifications, clauses, addenda and supporting documents shall be deemed a part of and incorporated in the contract for school bus transportation services.
2. The contract shall include all labor, materials, tools and equipment, and services required for proper performance of the work as specified hereinafter and as may be required for the proper completion of the work in accordance with the highest standards of the trade or trades involved.
3. The successful bidder shall furnish transportation for all students of the Town of Chelmsford, including those attending public, private and parochial schools, as may be designated by the Chelmsford Public Schools.
4. During the 2021-2022 school year, the Chelmsford Public Schools contracted for twenty-nine (29) buses to transport approximately 3,400 students to and from regular school sessions. The total number of buses required in performance of this contract is not expected to exceed twenty-nine (29) buses annually. The actual number of buses used is subject to change based upon the Chelmsford School Committee's walk/ride policies, the number of eligible students, and the availability of funds. The Chelmsford Public Schools reserves the right to add or delete from these numbers of vehicles as the Chelmsford Public Schools deems is in the best interest of the Chelmsford Public Schools. Additions or deletions to the contract will be at the same prices as in the base bid for regular education transportation of the affected school year.
5. The successful bidder shall provide the following:
Transportation equipment, maintenance of equipment, fuel, oil, tires, emergency servicing of equipment, duly licensed operators, supervision and monitoring of employees, inspection, registration, licensing, insurance and in general conformance to all applicable laws, rules and regulations of the Commonwealth of Massachusetts, the Department of Elementary and Secondary Education, the Registry of Motor Vehicles, the Town of Chelmsford and/or its School Committee and any and all other regulating agencies with jurisdiction over the transportation of school children.
6. The successful bidder will be required to enter into a written contract for a period of three (3) years with the option of two (2) additional one (1) year contract extensions exercised at the sole discretion of the Chelmsford Public Schools, subject to annual appropriation.
7. The successful bidder agrees to make available at no additional charge to the Chelmsford Public Schools, buses for each school to use in bus evacuation drills as required by M.G.L. Chapter 90, Section 7B.

B. SCHEDULING/SCHOOL TIMES:

1. The school day shall be defined for transportation purposes as beginning from the time of the first pick-up and ending one and one-half (1.5) hours after the close of the last school.
2. No doubling up of routes shall be allowed either because of bus or driver shortage. Buses assigned by contract to the Chelmsford Public Schools will not be used for the transportation of any students or passengers other than those associated with the Chelmsford Public Schools without the written consent of the Chelmsford Public Schools.
3. School hours will be established by the Chelmsford School Committee. Buses will be scheduled so as to assure arrival of pupils not earlier than ten (10) minutes before or ten (10) minutes after school sessions begin and no vehicle shall arrive on school premises any earlier than ten (10) minutes before the session ends.
4. Buses shall be required, as directed by and at the times specified by the Chelmsford Public Schools Transportation Coordinator, to pick up students at their respective bus stops, transport the students to their designated schools or other sites, pick up the students at the schools or other sites to which they were transported and return the students to their respective stops.
5. A scheduled trip may be canceled by the Chelmsford Public Schools Transportation Coordinator by notifying the successful bidder orally or in writing at or prior to 6:30 a.m. on the day of which the particular trip was to originate at the successful bidder's place of garaging (unless an emergency exists).
6. The Chelmsford Public Schools Transportation Coordinator shall have the authority to make such changes as he/she deems necessary in adjusting the number of buses, assignment of pupils, groups or routes, time and dates, or any matter affecting the specific, individual needs of children.
7. The successful bidder shall furnish, at the same prices as in the base bid for regular education transportation of the affected school year, such additional buses as may be ordered in writing by the Superintendent of Schools at any time during the term of the contract.

C. PUPILS:

1. Changes in the number of children on any route, increasing or decreasing the number of buses or new accommodations necessary for safe and convenient service may be adjusted by the Chelmsford Public Schools at the beginning of each school year, or at the time such adjustment is deemed by the Chelmsford Public Schools to be in the best interest of proper service.
2. Drivers will report all cases of student misbehavior on school buses and will handle all disciplinary matters in strict accordance with the policy established by the Chelmsford School Committee.
3. In no case will a driver eject a student from a bus for misbehavior or forbid a student from riding to or from school for misbehavior.
4. The successful bidder shall provide written reports of bus counts showing the numbers of pupils on each bus and on each bus trip, as well as the bus trip mileage. These reports will be required on two (2) consecutive days in September and at any other times as the successful bidder may be directed by the Chelmsford Public Schools Transportation Coordinator. Such pupil/mileage counts will be written on forms supplied by the Chelmsford Public Schools.

D. EQUIPMENT:

1. During the 2022/23 school year, no vehicle used shall be manufactured prior to 2017. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2023/24 school year, no vehicle used shall be manufactured prior to 2018. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2024/25 school year, no vehicle used shall be manufactured prior to 2019. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2025/26 school year, no vehicle used shall be manufactured prior to 2020. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2026/27 school year, no vehicle used shall be manufactured prior to 2021. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

The successful bidder must provide three (3) school buses to be available for the full term of the contract which shall not be more than six (6) years old at any time during the contract, or have an odometer reading of more than 80,000 miles at any time during the contract, and which must include the following:

- a. One (1) of the buses must be equipped with wheelchair lifts and approved, universal restraints to accommodate two (2) wheelchairs in each vehicle. These two (2) buses may serve as “spare buses” as referenced in Section II, Letter D, Number 10 of this IFB. These two (2) buses may not serve as buses in the daily fleet without the authorization of the Chelmsford Public Schools Transportation Coordinator.
2. The successful bidder shall maintain all of the buses subject to this specification and the equipment required thereon in good and working order during the entire term of the contract and any subsequent renewal thereof. Any and all vehicles shall be made available for inspection by the Chelmsford Public Schools or its designee upon request.
3. All buses available for use at the time of the bid or which are to be available for use at the start of the contract period or which are to be added after the submission of the bid, or any time during the length of the contract, must be Type D buses with a front mounted engine and a minimum seating capacity of eighty-three (83) passengers, conforming to the standard specifications or better. The chassis and body must conform to all Federal Standards and fully meet or exceed all requirements of the Commonwealth of Massachusetts (See Minimum Standards for School Bus Production).

4. All buses shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, and rules of the Federal Government and Registry of Motor Vehicles. The attention of all concerned is particularly directed to the following sections of Chapter 90 of the General Laws of the Commonwealth of Massachusetts:

Section 1 - Definitions

Section 1A - School Bus Registration

Section 7A - Inspection of School Buses

Section 7B - Requirements as to Equipment and Operation of School Buses

Section 7C - Registrar may establish Minimum Standards for Construction, etc. of School Buses.

Section 14 - Precautions for Safety

Section 17 - Speed Limit in Operation of School Buses

5. Buses furnished must comply with the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the Massachusetts Registry of Motor Vehicles relating to the transportation of school children.
6. The successful bidder must submit with their bid and update annually, documentation identifying and detailing composition of the bus fleet to be used as of each of the following dates:
 1. August 1, 2022
 2. August 1, 2023
 3. August 1, 2024
 4. August 1, 2025 (if contract is extended)
 5. August 1, 2026 (if contract is extended)
7. The successful bidder shall keep buses at all times in a condition of cleanliness, interior and exterior, satisfactory to the sole discretion of the Chelmsford Public Schools Transportation Coordinator.
8. Carbon copies of reports of conditions of buses as determined at the time of inspection by the Registry of Motor Vehicles during the first week of January, March, May, August and November shall be presented to the Transportation Coordinator no later than five days following the date of inspection.
9. There shall be no substitution of buses without permission of the Transportation Coordinator for the duration of the contract, except in the case of emergency breakdown and then only for a period of time not exceeding five (5) consecutive days. All substitute buses shall conform to the specifications contained herein.
10. The successful bidder shall provide sufficient buses for emergency use.

| | |
|-------------------------|-----------------|
| On-Call Town Emergency: | Three (3) buses |
| Spare bus fleet: | Three (3) buses |

Such buses shall conform to the specifications contained herein.
11. Each bus shall display prominently a number (letter) printed in black immediately to the left of the entrance door.
12. Each vehicle shall display prominently on both sides, the inscription "CHELMSFORD PUBLIC SCHOOLS" in lettering of a size and style to be approved by the Superintendent of Schools or his/her designee.
13. Each vehicle shall be equipped with a reflectorized automatic stop warning device with lights mounted upon the left side of the bus, and shall only be activated to extend outward while picking up or discharging students. Such

devices will be constructed with a break away hinge and will conform to all Federal, State, and Local Regulations.

14. All vehicles must be equipped with operating two-way radios and the successful bidder must maintain a manned base station at all times that students are being transported.
15. The successful bidder will be required to report the mileage of each vehicle used on a monthly basis. This reporting will be included with the monthly billing and all mileage reported shall come from hub odometers attached to the rear wheels of each vehicle.
16. In the event that the successful bidder does not garage his vehicles within the Town of Chelmsford, mileage for the purposes of this contract shall be calculated from the first pick-up to the last drop-off location (live miles).
17. If the Chelmsford Public Schools requires the successful bidder to install seat belts and/or other additional safety equipment or devices not listed herein, except as required by Statute or Federal or State Regulation, the added cost of such installation shall be a matter to be negotiated.
18. The 8-way school bus stop light system shall be equipped with lights.
19. The outside driver rear view mirrors shall be heated.
20. Each vehicle shall be marked along each side and the rear perimeter with 3M reflective tape or equivalent, having the same reflective qualities as that of the 3M. "School Bus" signs on the front and rear of each vehicle shall be of 3M reflective material or equivalent, having the same reflective quality as that of the 3M tape.
21. Each vehicle shall be equipped with ten (10) designated emergency exits including two ceiling hatches.
22. The rear emergency door of each vehicle shall be equipped with an audible device that requires that the driver walk the interior length of the vehicle prior to exiting the vehicle to disengage the audible device. These devices should be similar to those manufactured by "C.R.S." and "Child Check Mate Systems."
23. During the life of this contract, pursuant to Section 197 of Chapter 184 of the Acts of 2002, the Town of Chelmsford, acting through its School Committee, reserves the right to vote to authorize and carry out the sale of advertising on school buses provided by the successful bidder under this agreement. The successful bidder agrees that, upon such a vote, it shall cooperate with the School Committee in carrying out this advertisement program pursuant to said statute and regulation as may be promulgated pertaining to such.
24. The successful bidder shall provide and install a GPS management solution in each of the vehicles (regular, emergency and spare) used in performance of this contract. The system installed should be similar to those manufactured by Synovia (Silver Lining). The successful bidder shall provide and install all necessary software and ensure continuous connection to the GPS solution from the Chelmsford Public Schools Central Administration Offices for the duration of the contract at no additional cost to the Chelmsford Public Schools.

E. VIDEO SYSTEM:

1. The successful bidder shall supply and install in all vehicles to be used under the terms of this contract a video system equal to or exceeding the specifications of the "Pro-Vision" digital video system. Each bus used in performance of this

contract shall have three (3) cameras installed at the expenses of the successful bidder. The first camera shall be located in the front ceiling of the bus, centered above the driver, scanning the front and middle rows and sections of the bus. The second camera shall be located in the middle ceiling of the bus, and shall scan the middle and back rows and sections of the bus. The third camera shall be located in the rear ceiling of the bus, and shall scan the back and middle rows and section of the bus. The digital video system selected is subject to the final approval of the Chelmsford Public Schools before installation to ensure conformity with all specifications.

2. The hard drives provided and maintained by the successful bidder shall become the sole property of the Chelmsford Public Schools. Five (5) spare hard drives shall be provided to the Transportation Coordinator at no cost to the Chelmsford Public Schools.
3. Cameras and hard drives shall be used only in accordance with the policies and procedures of the Chelmsford Public Schools. All video images and audio recordings are the sole property of the Chelmsford Public Schools. No video may be viewed prior to being turned over to an authorized representative of the Chelmsford Public Schools.
4. The video system shall be supplied, installed and fully operable by September 1, 2022.

F. OPERATORS:

1. The successful bidder shall furnish fully and properly licensed drivers to operate any buses used in carrying out the transportation services provided for under the terms of this contract.
2. All persons assigned as regular or substitute drivers must be acceptable to the Superintendent of Schools prior to August 15th of each school year. **The Superintendent of Schools reserves the right to accept or reject any or all drivers at any time during the contract period if it is deemed in the best interest of the Chelmsford Public Schools.**
3. A list of licensed operators and substitute operators and the buses and routes to which they are assigned shall be furnished to the Transportation Coordinator at least two (2) weeks prior to the start of the contract performance. The list shall contain the name, address, telephone number and evidence of negative tuberculosis and titer test for Varicella (chicken pox) as prescribed, and a photocopy of all applicable licenses for each individual on the list. All changes are to be reported in writing, to the Transportation Coordinator, as they occur.
4. The drivers shall be of the highest moral character and not less than twenty-one (21) years of age and shall annually submit to and pass a physical fitness examination as required by the Registry of Motor Vehicles, the Department of Telecommunications and Energy and other state agencies prior to the opening of the school year. A similar additional examination may be given by a doctor of the Chelmsford Public Schools own choice and at its own expense whenever it so indicates in writing to the successful bidder.
5. All drivers must allow the Chelmsford Public Schools to conduct a C.O.R.I. background check on their record. The Successful bidder must submit EXHIBIT E: C.O.R.I. REQUEST FORM for every licensed operator and substitute operator along with a copy of their drivers license on an annual basis.

6. The successful bidder must provide documentation that each of their drivers has been fingerprinted. A new employee can send their results to the Chelmsford Public Schools; however a letter of suitability must be provided to the Personnel Office before an employee can drive for the Chelmsford Public Schools.
7. No person shall be allowed to ride any vehicle unless so authorized, in advance by the Chelmsford Public Schools Transportation Coordinator.
8. All drivers are expressly forbidden to smoke or drink any beverage at all times while on school buses.
9. All drivers must remain on their respective buses at all times while on school property, except in the event of emergency.
10. Drivers shall not leave a school bus unattended when passengers are on the bus.
11. Drivers may be required to participate in Bus Safety and Operator I.D. Programs sponsored by the Chelmsford Public Schools.
12. The successful bidder agrees to comply with the rules, regulations and requirements of Chapter 90, Section 8A, General Laws of Massachusetts, and amendments thereto, in respect to the licensing of school bus operators, which statutes indicate in part the "Applications for a license to be a school bus operator may be made by any person who shall have attained the age of twenty-one (21) years and who shall have been a duly licensed motor vehicle operator for a period of three (3) continuous years prior to his/her application; but before such a person shall be so licensed the Registrar shall be satisfied that he/she is of good moral character and has successfully completed a driving performance test, a visual test, and a physical examination by a licensed physician within a three month period of the date of his/her application in conformity with such minimum physical qualifications as shall be determined by the Registrar."
13. There shall be no substitution of operators except from among those whose names appear on the substitute list, except in an emergency, and then only for a period of time not to exceed five (5) working days. The emergency substitute, although not on the approved list, must meet all of the requirements delineated in the above paragraphs.
14. There is no Division of Occupational Safety rate of pay for school bus drivers based on the wages established in any operative collective bargaining agreements within the Town of Chelmsford (See Attachment A).
15. The minimum wage rate as of July 1, 2022 will be **\$ 21.50 per hour**. The minimum wage rate as of July 1, 2023 will be **\$ 22.00 per hour**. The minimum wage rate as of July 1, 2024 will be **\$ 22.50 per hour**. If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2025/26 school year, the minimum wage rate as of July 1, 2025 will be **\$ 23.00 per hour**. If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2026/27 school year, the minimum wage rate as of July 1, 2026 will be **\$ 23.50 per hour**. It is understood that during the term of this contract, the successful bidder will not decrease the hourly wage rate of bus drivers below the amounts specified.
16. The successful bidder shall be liable for part 382 of the Omnibus Employee Testing Act of 1991 (controlled substances and alcohol use and testing) upon award of the contract.
17. No operator who has tested positive for alcohol or drug use and/or has had their driver's license suspended or revoked for alcohol or drug related offenses within the previous ten (10) years shall be permitted to operate any vehicle under the

terms of this contract.

18. There shall be guaranteed preference in hiring and protection of all seniority rights for all drivers working under the terms of the existing Chelmsford Public Schools Transportation contract. Any new or additional drivers needed for the performance of this contract shall be added after current drivers are accommodated. Current drivers must conform to all policies, rules and regulations of the successful bidder.
19. Operators must be trained and remain certified in first aid and C.P.R. procedures prior to operating any vehicle under this contract. Further, at the sole discretion of the Chelmsford Public Schools, operators may be required to be trained and remain certified in the administration of an epi-pen prior to operating any vehicle under this contract.
20. No school bus shall be fueled while there are any pupils or passengers on the bus.
21. The successful bidder shall operate with an available reserve of not less than two (2) qualified substitute bus drivers to be on-site at all times. The substitute drivers shall be familiar with the current routes, school locations, start/stop times, and street locations within the Town of Chelmsford.

G. ACCIDENTS:

The successful bidder shall report immediately after its occurrence, to the Chelmsford Public Schools Transportation Coordinator, each and every accident or other incident or circumstances, which cause unavoidable delay, or in any way interferes with the performance of the agreement.

A complete and accurate written report must be submitted to the Chelmsford Public Schools Transportation Coordinator within twenty-four (24) hours following any accident or incident.

H. PERFORMANCE:

1. If for any reason a vehicle(s) cannot be operated on any school day, the successful bidder agrees to provide suitable insured transportation in place thereof, without additional charge to the Chelmsford Public Schools. The successful bidder further agrees to provide a replacement vehicle within twenty (20) minutes of receiving notice of a disabled vehicle. In the event that the replacement vehicle is not provided within said timeframe, the successful bidder shall be liable to the Chelmsford Public Schools for liquidated damages in the amount of \$ 5.00 per minute for each minute over the specified twenty (20) minute vehicle response allowance. The twenty (20) minute vehicle response allowance shall begin at the time the Chelmsford Public Schools Transportation Coordinator or their designee contacts the successful bidder. The successful bidder shall have been deemed to have provided the replacement vehicle upon arrival on scene at the disabled vehicles location. The successful bidder shall receive written notice of instances of late vehicle response. The successful bidder agrees by submitting a bid that such a liquidated damage amount is a reasonable estimate of the actual damages. The successful bidder shall promptly pay such liquidated amount or such amount shall be deducted from any remuneration due the successful bidder. All replacement vehicles shall conform

to the specifications contained herein.

2. In the event the successful bidder fails in the opinion of the Chelmsford Public Schools to furnish the vehicles required by contract, or fails to perform in accordance with the terms and conditions of the specification hereof, the Chelmsford Public Schools may:
 - a. Terminate this contract five (5) days after mailing a notice by certified mail to the successful bidder at the address set forth in the contract documents of its intention to do so, or;
 - b. Serve notice on the successful bidder to furnish the required materials, or;
 - c. Procure the required vehicles from any source whatsoever without obligation to re-advertise and accept the lowest bidder. Thereafter, the Chelmsford Public Schools may deduct from any sums remaining payable to the successful bidder under this contract, or any other contract between the same parties, an amount sufficient to defray any expense, losses or damage incurred by the Chelmsford Public Schools as a result of the successful bidder's failure to meet its obligation hereunder, including any costs incidental to replacing any vehicles; or if losses and damages, the Chelmsford Public Schools may charge the amount of the excess to the successful bidder. Recourse to any of these remedies, however, shall not impair or affect the right of the Chelmsford Public Schools for recovery in "Breach of Contract" against the successful bidder.

I. ON-SITE MANAGEMENT:

1. The successful bidder shall provide a full-time, on-site, manager to maintain the operation and guarantee the availability of drivers and buses during the entire school day, including the hours of 6:00 a.m. to 5:00 p.m. for the duration of the contract. Said manager shall be exclusively dedicated to the Chelmsford Public Schools regular education student transportation contract and will be furnished with, at the successful bidder's expense, a local telephone to receive the complaints or answer the questions of citizens for the full term of the contract. A local telephone is any telephone that does not require a toll charge or more than one message unit charge for calls originating in Chelmsford.
2. The full time manager shall have available a portable telephone for communication in emergency situations.

J. PRE-OPENING SCHOOL PROCEDURES:

1. The successful bidder shall be responsible to have all drivers on all routes drive a school bus over their routes not less than once during the week prior to school opening. During these pre-opening runs, the driver shall follow the routes exactly as listed on the routing documents supplied by the Chelmsford Public Schools Transportation Coordinator to the successful bidder. The drivers shall stop the bus at all listed pickup and discharge points on the route and be thoroughly familiar with the location of streets, stops, schools, etc.
2. The successful bidder shall report to the Chelmsford Public Schools Transportation Coordinator any exceptions, suggestions, or corrections which

result from the pre-opening runs. However, no modifications to routes shall be made by the successful bidder until specific direction to do so has been received from the Chelmsford Public Schools Transportation Coordinator.

K. EXTRA-CURRICULAR, ATHLETIC & FIELD TRIP VEHICLES:

1. Extra-curricular activities and sports trips that take place within the Town of Chelmsford during the school day, as defined in Section II, Part B of these specifications, shall be billed at a per hour basis. The per hour charge will be in addition to the daily bid price and will begin from the time at the point of pick-up to the time at the point of return. The successful bidder shall be guaranteed a minimum payment of one (1) hour for any In-Town trip.
2. After school trips to shuttle athletic teams to practice shall be billed at the in-Town rate with a minimum of one (1) hour. In the event that the Transportation Coordinator of the Chelmsford Public Schools can route an in-Town shuttle bus run into an existing regular education transportation route schedule, the Chelmsford Public Schools will not incur the minimum one (1) hour in-Town rate as specified.
3. Extra-curricular activities and sports trips outside of the Town of Chelmsford that occur during or after the school day shall be billed on a per mile basis. In addition, an hourly rate may be charged for waiting time as bid. The waiting time charge will begin when the bus has reached its destination and will end at the time of departure for the return trip. Each bidder must state in his/her proposal, the minimum charge to be made, if any, for extra curricular activities and sports trips outside of the Town of Chelmsford.
4. Mileage used in billing for field trips shall be determined by utilizing Google Maps software.
5. Bid prices for field trips shall be extended to all student and parent organization sponsored activities.
6. Extra-curricular activities and sports trips are not supplied to the private or parochial schools in the Town.
7. In the event that the successful bidder is not informed of a cancellation of a scheduled field trip with at least five (5) hours notice, a cancellation charge of \$ 25.00 may be charged by the successful bidder.
8. Whenever the successful bidder performs an in-Town field trip, dropping off students and returning for a pick-up of the same group of students, only the two (2) hour minimum rate may be invoiced.
9. The number of out-of-town athletic trips varies from one (1) trip to five (5) trips daily depending upon team membership and athletic season. Bidders shall assume approximately 325 athletic and/or field trips each year for bidding purposes.
10. All vehicles used in conjunction with extra-curricular, athletic and field trips shall conform to the specifications contained herein.

SECTION III. CONTRACT PERIOD

After determining the lowest most responsive and responsible bidder, the following shall be issued:

A three (3) year contract commencing July 1, 2022 and ending June 30, 2025 with the option of two (2) additional one (1) year contract extensions beginning July 1, 2025 and ending June 30, 2026 and beginning July 1, 2026 and ending June 30, 2027 respectively.

The multi-year contract will be subject to an annual appropriation of funds after the first fiscal year. If said funds are not appropriated for any fiscal year during the stated term of said contract, the Chelmsford Public Schools will notify the successful bidder, in writing, no less than 30 days prior to the start of the unfunded school year, wherein said agreement shall be terminated with no further obligation to the Chelmsford Public Schools or the successful bidder.

Minimum Wage Requirement

Attention of bidders is called to minimum rates of wages as prescribed by the State Department of Labor & Industries under the provisions of Chapter 461 of the Acts of 1935 and all Acts in amendment thereof as set forth in a Schedule of Minimum Wages (See Attachment A). All bidders shall be bound by and shall not pay less than the hourly rates as specified in Section II, Letter F: Operators, Number 14.

SECTION IV. Minimum Criteria

The Chelmsford Public Schools will reject any bid that does not meet the minimum criteria. Failure to respond to any of the following minimum evaluation criteria will result in a rejection of a bid. Please respond to these questions with your bid:

1. Must be in the transportation business for a minimum of ten (10) years.
2. Must be capable of providing service.
3. Must be in sound financial condition.
5. Must have good standing with past and present contracts.
6. Must have all positive references.

SECTION V. SUBMISSION REQUIREMENTS

Interested firms must submit the following information based on the scope of work and selection criteria outlined in earlier sections.

All bids must be submitted on 8 ½" X 11" sheets of paper. Proposal submissions must include one (1) original and five (5) copies of the proposal. The proposal should be submitted and clearly labeled with the following:

Title: BID FOR SCHOOL BUS TRANSPORTATION
FOR THE CHELMSFORD PUBLIC SCHOOLS

From: Name and Address of Proposer

To: Joanna Johnson-Collins
Director of Business and Finance
Chelmsford Public Schools
Central Administration Office
230 North Road
Chelmsford, MA 01824

The Chelmsford Public Schools reserves the right to reject any and all bids that do not meet the submission requirements and minimum criteria.

Each proposal **must contain**, at a minimum, the following documents:

1. Submit a brief business history with documentation that your firm has been in the transportation business for a minimum of ten (10) years, including what state the company is incorporated in, the name of the company President, Treasurer and Secretary, Name of Partner(s) and resumes of the key personnel.
2. Written statement by the authorized employee of your company that you have read the Invitation For Bids document and agree to perform those services.
3. Submit documentation stating that your firm is capable of providing service.
4. Submit documentation that your firm is in sound financial condition in the areas listed below based upon your latest available financial statements:
 - A statement is needed to acknowledge that the following is true:
 - a. Corporation has a positive net worth
 - b. Current assets are greater than current liabilities
 - c. An independent auditor has rendered an unqualified opinion
 - There has not been a multi-year trend in operating loss
 - There are no substantial tax liabilities
 - There has not been an excessive accumulation of accounts receivable or bad debts
 - There are no significant contingent liabilities (such as pending litigation, property liens, etc.)
5. List of current and recent contracts with companies or municipalities where you have provided student transportation services.
6. A statement outlining current fuel supply status; specifically, source of fuel supply required to fulfill existing contractual commitments, and plans being formulated to obtain the fuel necessary to execute this contract.
7. Provide a reference list (please include contact person and telephone number).
8. Each bidder shall submit with his/her bid, a copy of their company policy regarding Part 382 of the Omnibus Transportation Employee Testing Act of 1991 (controlled substances and alcohol use and testing).
9. A statement is needed to address the following:
 - Within the past ten (10) years, have you held a contract and failed to execute the work, as per the agreement: YES NO
 - Within the past ten (10) years, have you defaulted for reasons of non-performance on a transportation contract with the Town of Chelmsford or with any other municipality: YES NO
10. The following are exceptions to the financial requirements:

- A non-profit organization receiving \$100,000 or less in annual gross support or revenue should submit an audited financial statement or copy of an un-audited financial statement filed with the Charities.
 - A for-profit organization receiving \$ 100,000 or less in annual gross support or revenue must submit its federal tax return for the most recent year or an audited financial statement.
11. Non-Collusion Form and Tax Compliance Form (Exhibit A and Exhibit B).
 12. Bid Proposal (Exhibit C).
 13. Vehicle Description Form for every vehicle (Exhibit D). In the event that the successful bidder does not have the fleet currently available to meet requirements, the successful bidder shall deliver to the Superintendent of the Chelmsford Public Schools within ten (10) business days after notice of the acceptance of bid proposal is given, documentation satisfactory to the Chelmsford Public Schools as specified in the requirement.
 14. Bid Bond
 15. Any additional forms found in the specification package.

These documents will be incorporated into the contract documents. After award of a contract, one complete set is to be returned, properly signed and executed.

January 3, 2022

Chelmsford Public School District
230 North Road
Chelmsford, MA 01824
(978) 251-5100

| |
|---|
| <p style="text-align: center;">INVITATION FOR BIDS SCHOOL BUS TRANSPORTATION REPORTING DEADLINES</p> |
|---|

| REPORT DESCRIPTION | DATE DUE |
|-----------------------------|--|
| CERTIFICATE OF INSURANCE | Upon Contract Execution January 1 st Annually Thereafter |
| PERFORMANCE BOND | 20 Days from Notice of Bid Award June 1st Annually Thereafter |
| VEHICLE DESCRIPTION | With Bid August 1 st Annually Thereafter |
| STUDENT COUNTS | September Annually, as Arranged |
| FLEET LIST | August 20 th Annually |
| REGISTRY INSPECTION REPORTS | Within 5 days of Inspection |
| VEHICLE MILEAGE | Monthly with Invoice |
| C.O.R.I. DRIVER INFORMATION | Prior to Employment and as Added |
| ACCIDENT/INCIDENT REPORTS | Within 24 Hours |
| TEST RUN ROUTES | Week Prior to School Opening |
| VIDEO SYSTEM | Fully Operable by 9/1/2022 |
| COMPANY DRUG/ALCOHOL POLICY | With Bid |

(Mandatory Submission)

EXHIBIT A: NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your bid proposal.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name and Title of person signing proposal:

Name

Title

Name of Company

EXHIBIT B: TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

* Signature of Individual
or Corporate Name (Mandatory)

Corporate Officer

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C S. 49A.

Chelmsford Public School District

230 North Road
Chelmsford, MA 01824
(978) 251-5100

**SCHOOL BUS TRANSPORTATION:
THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2)
ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS**

BID DUE DATE: THURSDAY, January 20, 2022, 2:00 p.m.

To: The AWARDING AUTHORITY

Name of Bidder/Company

Signature of Corporate Officer

The undersigned proposes to provide the school bus transportation in accordance with the specifications described in the Invitation For Bids prepared by the Chelmsford Public Schools, for the Contract Prices specified below, subject to additions and deductions according to the terms of the Contract Documents.

The undersigned certifies that they have read SECTION I. GENERAL CONDITIONS and SECTION II. SPECIFICATIONS and agrees to execute the program as it relates to this proposal.

The bidder represents that this proposal is in full compliance with the various provisions of the bid documents and bid specifications, and with his/her own examination and estimates, makes this proposal.

The undersigned understands that the Chelmsford School Committee reserves the right to accept any bid, to reject any and all bids, and to waive any informalities if it is in the best interest of the Town of Chelmsford Public School District.

The undersigned further offers the following information, as evidence of his qualifications to perform the work as bid, according to the requirements as set forth in the specifications. The undersigned bidder has received Addenda numbered _____ and has included their provisions in his bid.

NON-COLLUSION CERTIFICATE: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word “person” shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.

In submitting this bid, I agree:

1. To hold my bid open for ninety (90) days after the date of bid opening.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and accept a contract with the Town of Chelmsford Public School District in an approved form, to perform and furnish all services scheduled in the Contract Documents for the Contract Price indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER INFORMATION

Name of Bidder: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

| | |
|--|--|
| EXHIBIT C: BID PROPOSAL | <i>Page 3 of 7</i> |
| Chelmsford Public School District 230 North Road Chelmsford, MA 01824 | SCHOOL BUS TRANSPORTATION THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS |

Name of Bidder/Company

Signature of Corporate Officer

| | YEAR | | |
|---|---|---|---|
| | July 1, 2022 through June 30, 2023 | July 1, 2023 through June 30, 2024 | July 1, 2024 through June 30, 2025 |
| Basic Bid - Regular Transportation | | | |
| Price per Bus / Day: | | | |
| Extra-Curricular, Athletic & Field Trip Vehicles | | | |
| Price Per Trip / Extended School Day / Late Buses: | | | |
| In-Town / Per Hour: | | | |
| Out of Town / Per Mile: | | | |
| Out of Town / Per Hour (Waiting Time): | | | |
| Out of Town / Minimum Charge Per Trip : | | | |
| Mileage Charge in Excess of Sixty (60) Miles per Day | | | |
| Per Mile Charge: | | | |

| | |
|--|--|
| EXHIBIT C: BID PROPOSAL | <i>Page 4 of 7</i> |
| Chelmsford Public School District 230 North Road Chelmsford, MA 01824 | SCHOOL BUS TRANSPORTATION THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS |

Name of Bidder/Company

Signature of Corporate Officer

| | OPTIONAL YEAR 4 AND YEAR 5 CONTRACT EXTENSIONS | | |
|---|---|---|--|
| | July 1, 2025 through June 30, 2026 | July 1, 2026 through June 30, 2027 | |
| Basic Bid - Regular Transportation | | | |
| Price per Bus / Day: | | | |
| Extra-Curricular, Athletic & Field Trip Vehicles | | | |
| Price Per Trip / Extended School Day / Late Buses: | | | |
| In-Town / Per Hour: | | | |
| Out of Town / Per Mile: | | | |
| Out of Town / Per Hour (Waiting Time): | | | |
| Out of Town / Minimum Charge Per Trip : | | | |
| Mileage Charge in Excess of Sixty (60) Miles per Day | | | |
| Per Mile Charge: | | | |
| EXHIBIT C: BID PROPOSAL | <i>Page 5 of 7</i> | | |

YEAR ONE - July 1, 2022 through June 30, 2023

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

YEAR ONE SUBTOTAL: _____
Line one

YEAR TWO - July 1, 2023 through June 30, 2024

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

YEAR TWO SUBTOTAL: _____
Line two

YEAR THREE - July 1, 2024 through June 30, 2025

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

YEAR THREE SUBTOTAL: _____
Line three

GRAND TOTAL FOR SERVICES*:

Add subtotal lines one, two and three

Name of Bidder/Company

Signature of Corporate Officer

Date

*** Each bidder shall enclose with the bid proposal an acceptable bid bond or bid deposit in the amount of five (5) percent of the entire base bid (the grand total for services).**

OPTIONAL YEAR FOUR - July 1, 2025 through June 30, 2026

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

OPTIONAL YEAR FOUR SUBTOTAL: _____

OPTIONAL YEAR FIVE - July 1, 2026 through June 30, 2027

_____ X 29 regular education buses X 180 days = _____
Price per Bus / Day

_____ X 8 regular education Late buses X 120 days = _____
Price per Trip / Day

_____ X 200 athletic (after school) trips = _____
Price per Trip

((_____ X 60 miles) plus (_____ X 3 hours)) X 200 trips = _____
Out-of-Town / per Mile Out-of-Town / per Hour

OPTIONAL YEAR FIVE SUBTOTAL: _____

**EXHIBIT D: VEHICLE DESCRIPTION FORM
SCHOOL BUS TRANSPORTATION
(Mandatory Submission)**

The vehicle description must include the following information for each vehicle to be supplied under the contract specification.

| | | | |
|---|--|---------------------------------------|--|
| Vehicle Identification Per registration | | | |
| Body Manufacturer | | | |
| Chassis Manufacturer | | | |
| Model Description | | | |
| Age of Vehicle (model year) | | | |
| Accumulated Mileage | | Reading Date | |
| Seating Capacity | | Type of Fuel (gas/diesel) | |
| Hub Odometer (yes/no) | | Automatic Stop Arm (yes/no) | |
| Present Condition | | | |
| | | | |

Name of Bidder/Company

Signature of Corporate Officer

Date

January 3, 2022

Chelmsford Public School District

230 North Road
Chelmsford, MA 01824
(978) 251-5100

| |
|--|
| INVITATION FOR BID SCHOOL BUS TRANSPORTATION SCHEDULE |
|--|

| Date | Action |
|---------------------------|--|
| Monday January 3, 2022 | Lowell Sun Advertisement |
| Monday January 3, 2022 | Good and Services Bulletin Advertisement |
| Monday January 3, 2022 | Commbuys OSD Advertisement |
| Monday January 3, 2022 | Invitation For Bids Packet Available |
| Tuesday January 11, 2022 | Voluntary Pre-Bid Conference at 11:00 a.m. |
| Thursday January 20, 2022 | Bid Deadline at 2:00 p.m. |

APPENDIX A

-----Original Message-----

From: PWADoNotReply@Notice.Mass.Gov <PWADoNotReply@Notice.Mass.Gov>

Sent: Wednesday, December 29, 2021 4:09 PM

To: Johnson-Collins, Joanna <johnsoncollinsj@chelmsford.k12.ma.us>

Subject: Prevailing wage schedule for Wage Request number :20211229-022

This Official Notice is sent in response to your request of the Department of Labor Standards (DLS) to determine the rate of pay for school bus drivers to be included in the upcoming contract for school bus transportation.

Under G.L. c. 71, §7A, DLS is required to set the rate for school bus drivers based on the wages established in any operative collective bargaining agreements within the municipality. It has been determined that no operative collective bargaining agreements exist within the towns for the contract referenced above. Therefore, in this case, no rate can be set by DLS.

A copy of this Notice should be made available to all prospective bidders to affirm that no rate of pay can be prescribed pursuant to G.L. c. 71, §7A.

THIS IS A SYSTEM-GENERATED EMAIL. PLEASE DO NOT REPLY TO THIS EMAIL. TO CONTACT DLS REGARDING PREVAILING WAGE MATTERS CALL DLS AT 617.626.6953

=====

APPROVAL/DENIAL COMMENTS



**Chelmsford Public Schools
Administration Offices**

230 North Road, Chelmsford, MA 01824
Telephone: (978) 251-5100

January 14, 2022

**ADDENDUM #1 - IFB #22-01
CHELMSFORD PUBLIC SCHOOLS – SCHOOL BUS TRANSPORTATION**

The number of this Addendum, Addendum No. 1, must be entered in the space provided on the Bid Form.

ADDENDUM

1. Under EQUIPMENT, page 13, Section II Specifications, Letter D, item one, replace with the following for the age of vehicles:

D. EQUIPMENT:

1. During the 2022/23 school year, no vehicle used shall be manufactured prior **to 2016**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2023/24 school year, no vehicle used shall be manufactured prior **to 2017**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2024/25 school year, no vehicle used shall be manufactured prior **to 2018**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

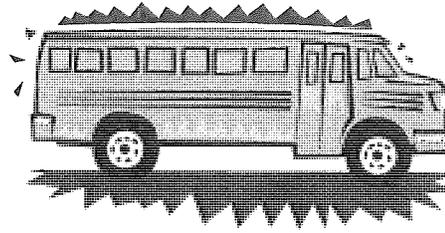
If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2025/26 school year, no vehicle used shall be manufactured prior **to 2019**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2026/27 school year, no vehicle used shall be manufactured prior **to 2020**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

The successful bidder must provide three (3) school buses to be available for the full term of the contract which shall not be more than six (6) years old at any time during the contract, or have an odometer reading of more than 80,000 miles at any time during the contract, and which must include the following:

- a. One (1) of the buses must be equipped with wheelchair lifts and approved, universal restraints to accommodate two (2) wheelchairs in each vehicle. These two (2) buses may serve as “spare buses” as referenced in Section II, Letter D, Number 10 of this IFB. These two (2) buses may not serve as buses in the daily fleet without the authorization of the Chelmsford Public Schools Transportation Coordinator.

NOTE: BIDDER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 ON BID FORM.



NRT BUS, Inc.
230 Main St.
North Reading, MA 01864
(978) 664-1277 • Fax (978) 664-8456

Chelmsford Public Schools

“School Bus Transportation for Chelmsford Public Schools”

Bid # 22-01

**January 20, 2022
2:00 PM**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, NRT Bus, Inc.

230 Main Street, North Reading, MA 01864 as Principal, and

Atlantic Specialty Insurance Company as Surety, are hereby

held and firmly bound unto Chelmsford Public School District as OWNER

in the penal sum of Five Percent of Amount Bid (5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 12th day of January, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted

to Chelmsford Public School District a certain

BID, attached hereto and hereby made a part hereof enter into a contract in writing

for the School Bus Transportation for Chelmsford Public Schools; Bid#22-01

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and/or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise that same shall

remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

NRT Bus, Inc. _____ (L.S.)

Principal

By: _____



Atlantic Specialty Insurance Company _____

Surety

By: _____


Attorney-in-Fact Alexis Apostolidis

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located. Power of Attorney must be attached.

State of Connecticut }
County of Hartford } SS:

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

On this 12th day of January in the year 2022 before me,
Timothy S. Huffman, a Notary Public in and
for said County and State, residing therein, duly commissioned and sworn, personally appeared
Alexis Apostolidis known to me to be the duly authorized Attorney-in-Fact of the
Atlantic Specialty Insurance Company
and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact,
of said Company and the said Alexis Apostolidis
duly acknowledged to me that he subscribed the of the
Atlantic Specialty Insurance Company
thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.



Notary Public in and for
Hartford County

TIMOTHY S. HUFFMAN
NOTARY PUBLIC - CT 183092
My Commission Expires Feb. 28, 2026

State of Connecticut
My Commission expires: February 28, 2026



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michelle Anne McMahon, Donna M Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Rebecca Josephson, Melissa Stanton, Alexis Apostolidis, Brendan Fletcher, Cassandra Baez, Jacqueline Rose Susco, Kathryn Pryor, Nicholas Turecamo, Aimee R Perondine, Gentry Stewart, Jennifer Godere, Amanda D'Angelo**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

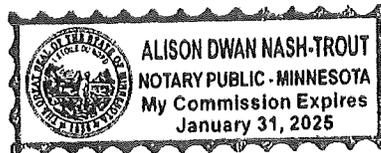
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of January, 2022

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary

(Mandatory Submission)

EXHIBIT A: NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your bid proposal.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name and Title of person signing proposal:

Cornelius Van Dyk
Name

Chief Financial Officer
Title

NRT Bus, Inc
Name of Company

EXHIBIT B: TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

NRT Bus, Inc
* Signature of Individual
or Corporate Name (Mandatory)

[Signature]
Corporate Officer

04-3106807
** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C S. 49A.

Chelmsford Public School District
230 North Road
Chelmsford, MA 01824
(978) 251-5100

**SCHOOL BUS TRANSPORTATION:
THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2)
ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS**

BID DUE DATE: THURSDAY, January 20, 2022, 2:00 p.m.

To: The AWARDING AUTHORITY

NRT Bus, Inc.

Name of Bidder/Company



Signature of Corporate Officer

The undersigned proposes to provide the school bus transportation in accordance with the specifications described in the Invitation For Bids prepared by the Chelmsford Public Schools, for the Contract Prices specified below, subject to additions and deductions according to the terms of the Contract Documents.

The undersigned certifies that they have read SECTION I. GENERAL CONDITIONS and SECTION II. SPECIFICATIONS and agrees to execute the program as it relates to this proposal.

The bidder represents that this proposal is in full compliance with the various provisions of the bid documents and bid specifications, and with his/her own examination and estimates, makes this proposal.

The undersigned understands that the Chelmsford School Committee reserves the right to accept any bid, to reject any and all bids, and to waive any informalities if it is in the best interest of the Town of Chelmsford Public School District.

The undersigned further offers the following information, as evidence of his qualifications to perform the work as bid, according to the requirements as set forth in the specifications. The undersigned bidder has received Addenda numbered #1 and has included their provisions in his bid.

NON-COLLUSION CERTIFICATE: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.

In submitting this bid, I agree:

1. To hold my bid open for ninety (90) days after the date of bid opening.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and accept a contract with the Town of Chelmsford Public School District in an approved form, to perform and furnish all services scheduled in the Contract Documents for the Contract Price indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER INFORMATION

Name of Bidder: NRT BUS, Inc

Address: 230 Main Street
North Reading MA 01864

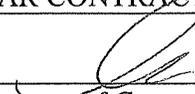
Telephone: 978-664-1277

Fax: 978-664-8456

Date: 1-18-22

| | |
|--|--|
| EXHIBIT C: BID PROPOSAL | <i>Page 3 of 7</i> |
| Chelmsford Public School District 230 North Road Chelmsford, MA 01824 | SCHOOL BUS TRANSPORTATION THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS |

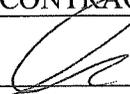
NRT BUS INC
Name of Bidder/Company


Signature of Corporate Officer

| | YEAR | | |
|---|--|--|--|
| | July 1, 2022 through June 30, 2023 | July 1, 2023 through June 30, 2024 | July 1, 2024 through June 30, 2025 |
| Basic Bid - Regular Transportation | | | |
| Price per Bus / Day: | 412. ⁰⁰ | 424. ⁵⁰ | 437. ⁰⁰ |
| Extra-Curricular, Athletic & Field Trip Vehicles | | | |
| Price Per Trip / Extended School Day / Late Buses: | 100. ⁰⁰ | 120. ⁰⁰ | 125. ⁰⁰ |
| In-Town / Per Hour: | 65. ⁰⁰ | 70. ⁰⁰ | 75. ⁰⁰ |
| Out of Town / Per Mile: | 3.95 | 4.10 | 4.25 |
| Out of Town / Per Hour (Waiting Time): | 45. ⁰⁰ | 47. ⁵⁰ | 50. ⁰⁰ |
| Out of Town / Minimum Charge Per Trip : | 300. ⁰⁰ | 310. ⁰⁰ | 320. ⁰⁰ |
| Mileage Charge in Excess of Sixty (60) Miles per Day | | | |
| Per Mile Charge: | 10. ⁰⁰ | 10. ⁰⁰ | 10. ⁰⁰ |

| | |
|--|--|
| EXHIBIT C: BID PROPOSAL | <i>Page 4 of 7</i> |
| Chelmsford Public School District 230 North Road Chelmsford, MA 01824 | SCHOOL BUS TRANSPORTATION THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT EXTENSIONS |

NRT Bus, Inc
Name of Bidder/Company


Signature of Corporate Officer

| OPTIONAL YEAR 4 AND YEAR 5 CONTRACT EXTENSIONS | | | |
|---|--|--|--|
| | July 1, 2025 through June 30, 2026 | July 1, 2026 through June 30, 2027 | |
| Basic Bid - Regular Transportation | | | |
| Price per Bus / Day: | 481. ⁰⁰ | 529. ⁰⁰ | |
| Extra-Curricular, Athletic & Field Trip Vehicles | | | |
| Price Per Trip / Extended School Day / Late Buses: | 135. ⁰⁰ | 145. ⁰⁰ | |
| In-Town / Per Hour: | 85. ⁰⁰ | 95. ⁰⁰ | |
| Out of Town / Per Mile: | 4.50 | 4.75 | |
| Out of Town / Per Hour (Waiting Time): | 55. ⁰⁰ | 58. ⁰⁰ | |
| Out of Town / Minimum Charge Per Trip : | 340. ⁰⁰ | 355. ⁰⁰ | |
| Mileage Charge in Excess of Sixty (60) Miles per Day | | | |
| Per Mile Charge: | 10. ⁰⁰ | 10. ⁰⁰ | |
| EXHIBIT C: BID PROPOSAL | <i>Page 5 of 7</i> | | |

YEAR ONE - July 1, 2022 through June 30, 2023

$$\begin{array}{l} \$ 412.00 \\ \text{Price per Bus / Day} \end{array} \times 29 \text{ regular education buses} \times 180 \text{ days} = \underline{\$ 2,150,640.00}$$

$$\begin{array}{l} \$ 100.00 \\ \text{Price per Trip / Day} \end{array} \times 8 \text{ regular education Late buses} \times 120 \text{ days} = \underline{\$ 96,000.00}$$

$$\begin{array}{l} \$ 300.00 \\ \text{Price per Trip} \end{array} \times 200 \text{ athletic (after school) trips} = \underline{\$ 60,000.00}$$

$$\begin{array}{l} \$ \\ ((3.95 \text{ Out-of-Town / per Mile} \times 60 \text{ miles}) \text{ plus } (45.00 \text{ Out-of-Town / per Hour} \times 3 \text{ hours})) \times 200 \text{ trips} = \\ \underline{\$ 74,400.00} \end{array}$$

YEAR ONE SUBTOTAL: \$ 2,381,040.00
Line one

YEAR TWO - July 1, 2023 through June 30, 2024

$$\begin{array}{l} \$ 424.50 \\ \text{Price per Bus / Day} \end{array} \times 29 \text{ regular education buses} \times 180 \text{ days} = \underline{\$ 2,215,890.00}$$

$$\begin{array}{l} \$ 120.00 \\ \text{Price per Trip / Day} \end{array} \times 8 \text{ regular education Late buses} \times 120 \text{ days} = \underline{\$ 115,200.00}$$

$$\begin{array}{l} \$ 310.00 \\ \text{Price per Trip} \end{array} \times 200 \text{ athletic (after school) trips} = \underline{\$ 62,000.00}$$

$$\begin{array}{l} \$ \\ ((4.10 \text{ Out-of-Town / per Mile} \times 60 \text{ miles}) \text{ plus } (47.50 \text{ Out-of-Town / per Hour} \times 3 \text{ hours})) \times 200 \text{ trips} = \\ \underline{\$ 77,700.00} \end{array}$$

YEAR TWO SUBTOTAL: \$ 2,470,790.00
Line two

YEAR THREE - July 1, 2024 through June 30, 2025

\$ 437.⁰⁰ X 29 regular education buses X 180 days = \$ 2,281,140.⁰⁰
Price per Bus / Day

\$ 125.⁰⁰ X 8 regular education Late buses X 120 days = \$ 120,000.⁰⁰
Price per Trip / Day

\$ 320.⁰⁰ X 200 athletic (after school) trips = \$ 64,000.⁰⁰
Price per Trip

\$ ((4.25 X 60 miles) plus (50.⁰⁰ X 3 hours)) X 200 trips = \$ 81,000.⁰⁰
Out-of-Town / per Mile Out-of-Town / per Hour

YEAR THREE SUBTOTAL: \$ 2,546,140.⁰⁰
Line three

GRAND TOTAL FOR SERVICES*:

\$ 17,397,970.⁰⁰
Add subtotal lines one, two and three

NRT BUS, Inc
Name of Bidder/Company


Signature of Corporate Officer

1-18-22
Date

* Each bidder shall enclose with the bid proposal an acceptable bid bond or bid deposit in the amount of five (5) percent of the entire base bid (the grand total for services).

OPTIONAL YEAR FOUR - July 1, 2025 through June 30, 2026

$$\frac{\$481.00}{\text{Price per Bus / Day}} \times 29 \text{ regular education buses} \times 180 \text{ days} = \underline{\$2,510,820.00}$$

$$\frac{\$135.00}{\text{Price per Trip / Day}} \times 8 \text{ regular education Late buses} \times 120 \text{ days} = \underline{\$129,600.00}$$

$$\frac{\$340.00}{\text{Price per Trip}} \times 200 \text{ athletic (after school) trips} = \underline{\$68,000.00}$$

$$\left(\frac{\$4.50}{\text{Out-of-Town / per Mile}} \times 60 \text{ miles} \right) \text{ plus } \left(\frac{\$55.00}{\text{Out-of-Town / per Hour}} \times 3 \text{ hours} \right) \times 200 \text{ trips} = \underline{\$87,000.00}$$

OPTIONAL YEAR FOUR SUBTOTAL: \$2,795,420.00

OPTIONAL YEAR FIVE - July 1, 2026 through June 30, 2027

$$\frac{\$529.00}{\text{Price per Bus / Day}} \times 29 \text{ regular education buses} \times 180 \text{ days} = \underline{\$2,761,380.00}$$

$$\frac{\$145.00}{\text{Price per Trip / Day}} \times 8 \text{ regular education Late buses} \times 120 \text{ days} = \underline{\$139,200.00}$$

$$\frac{\$355.00}{\text{Price per Trip}} \times 200 \text{ athletic (after school) trips} = \underline{\$71,000.00}$$

$$\left(\frac{\$4.75}{\text{Out-of-Town / per Mile}} \times 60 \text{ miles} \right) \text{ plus } \left(\frac{\$58.00}{\text{Out-of-Town / per Hour}} \times 3 \text{ hours} \right) \times 200 \text{ trips} = \underline{\$91,800.00}$$

OPTIONAL YEAR FIVE SUBTOTAL: \$3,063,380.00

**EXHIBIT D: VEHICLE DESCRIPTION FORM
SCHOOL BUS TRANSPORTATION
(Mandatory Submission)**

The vehicle description must include the following information for each vehicle to be supplied under the contract specification.

| | | | |
|---|---------------------------------------|--|--|
| Vehicle Identification Per registration | <i>See attached spreadsheet</i> | | |
| Body Manufacturer | | | |
| Chassis Manufacturer | | | |
| Model Description | | | |
| Age of Vehicle (model year) | | | |
| Accumulated Mileage | Reading Date | | |
| Seating Capacity | Type of Fuel (gas/diesel) | | |
| Hub Odometer (yes/no) | Automatic Stop Arm (yes/no) | | |
| Present Condition | | | |
| | | | |

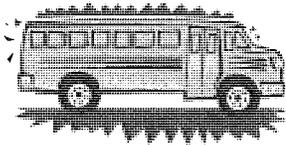
NRT BUS Inc
Name of Bidder/Company


Signature of Corporate Officer

1-18-22
Date

Chelmsford Public Schools
 Fleet Listing
 1-14-22

| <u>Contract</u> | <u>Vehicle #</u> | <u>Asset #</u> | <u>Type</u> | <u>Year</u> | <u>Make</u> | <u>Capacity</u> | <u>VIN #</u> |
|-----------------|------------------|----------------|-------------|-------------|-------------|-----------------|-------------------|
| CHELMSFORD | C01 | 2830318 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D22J1119965 |
| CHELMSFORD | C02 | 2831318 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D29J1130381 |
| CHELMSFORD | C03 | 2831418 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D29J1130378 |
| CHELMSFORD | C04 | 2831518 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D27J1130380 |
| CHELMSFORD | C05 | 2831618 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D20J1130382 |
| CHELMSFORD | C06 | 2831718 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D25J1130376 |
| CHELMSFORD | C07 | 2831118 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D29J1119963 |
| CHELMSFORD | C08 | 2831818 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D27J1130377 |
| CHELMSFORD | C09 | 2831918 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D20J1130379 |
| CHELMSFORD | C10 | 2830718 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D2XJ1119969 |
| CHELMSFORD | C11 | 2832018 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D22J1130383 |
| CHELMSFORD | C12 | 2830118 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D21J1119973 |
| CHELMSFORD | C13 | 2831018 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D2XJ1119972 |
| CHELMSFORD | C14 | 2830916 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E24G1290769 |
| CHELMSFORD | C15 | 2831016 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E20G1290770 |
| CHELMSFORD | C16 | 2830518 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D26J1119967 |
| CHELMSFORD | C17 | 2831116 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E22G1290771 |
| CHELMSFORD | C18 | 2831216 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E24G1290772 |
| CHELMSFORD | C19 | 2830918 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D28J1119971 |
| CHELMSFORD | C20 | 2832118 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D24J1130384 |
| CHELMSFORD | C21 | 2831316 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E26G1290773 |
| CHELMSFORD | C22 | 2830818 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D26J1119970 |
| CHELMSFORD | C23 | 2830218 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D20J1119964 |
| CHELMSFORD | C24 | 2830618 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D28J1119968 |
| CHELMSFORD | C25 | 2831416 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E28G1290774 |
| CHELMSFORD | C26 | 2831516 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E2XG1290775 |
| CHELMSFORD | C27 | 2831218 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D24J1120180 |
| CHELMSFORD | C28 | 2831616 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E21G1290776 |
| CHELMSFORD | C29 | 2830418 | D450 | 2018 | THOMAS | 83 PASSENGER | 1T88Y9D24J1119966 |
| CHELMSFORD | CSpare1 | 2830516 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E27G1290765 |
| CHELMSFORD | CSpare2 | 2830616 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E29G1290766 |
| CHELMSFORD | CSpare3 | 2830716 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E20G1290767 |
| CHELMSFORD | CSpare4 | 2830816 | D450 | 2016 | THOMAS | 83 PASSENGER | 1T88T9E22G1290768 |



NRT Bus, Inc.
230 Main St.
North Reading, MA 01864
(978) 664-1277 • Fax (978) 664-8456

January 18, 2022

Jay Lang
Superintendent of Schools
Chelmsford Public Schools
230 North Rd.
Chelmsford, MA 01824

Dear Mr. Lang,

NRT Bus, Inc. dba North Reading Transportation has been in the transportation business for 32 years. North Reading Transportation has acquired over the years contracts such as the SEEM Collaborative, Lawrence, Wilmington, Dracut, Lowell, Lynn, Triton Regional and Masconomet, and Wakefield. We have currently been servicing the Chelmsford Public Schools for 15 years and feel as though we can continue the transportation services for the Town of Chelmsford that they require.

Thank you for this opportunity to be of service.

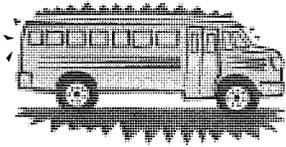
Sincerely,

A handwritten signature in black ink, appearing to read 'Cornelius Van Dyk'. The signature is fluid and cursive, with a large loop at the end.

Cornelius Van Dyk
Chief Financial Officer

NRT Bus, Inc.
Business Reference List
January 2022

| <u>School District</u> | <u>Contact Person</u> | <u>Phone</u> |
|----------------------------|-----------------------|----------------|
| Chelmsford Public Schools | Jay Lang | (978) 251-5100 |
| Dracut Public Schools | Tom Lafleur | (978) 957-2660 |
| Lawrence Sped & Regular | Kevin Clement | (978) 975-2777 |
| Lowell Public Schools | John Descoteaux | (978) 937-7633 |
| Lynn Sped & Regular | Dave Hegan | (781) 477-7230 |
| Marlborough Sped & Regular | Mike Bergeron | (508) 460-3553 |
| Triton Public Schools | Brian Forget | (978)-518-4277 |
| Wilmington Public Schools | Paul Ruggiero | (978) 694-6000 |



**NRT Bus / Van Pool
55 Hampshire Rd.
Methuen, MA 01844
(978) 681-4100 • Fax – (978) 681-8225**

NRT Bus, Inc. is a corporation that has been in the transportation of school children for over 32 years. We currently own over 1500 vehicles, 720 of them yellow buses. NRT Bus, Inc. incorporated in the state of Massachusetts in April 1991. Our business has eleven terminals staffed as follows:

NRT Bus, merged with VanPool Transportation on September 30, 2019. The merger of the two companies also created a parent company of Beacon Mobility which brings together multiple bus companies under one roof. They are: NRT Bus, Inc, Van Pool Transportation, Trombly Motor Coach, Hunter Transportation, JYL Transportation, and Salter Bus Company. Combined Companies we operate over 3200 vehicles daily.

The following are the Executive Members of Beacon Mobility:

Judith Crawford - CEO
Cor Van Dyk - CFO
Westley Richters-COO
Andy Shooman – CIO
Bill Griffiths – VP of Fleet & Facilities
Courtenay Casscio – VP Human Resources
Sam Hayes – VP of Strategy & Project Mgmt.
Justin Grygiel – VP of Business Development
Kim Presutti - VP of Commercial Dept.

We currently have 19 service trucks and all Locations have a 11 Locations have full service Maintenance Facilities.

NRT Bus, Inc.
55 Hampshire Rd.
Methuen, MA 01844
Phone – 978-681-4100
Fax – 978-681-8225

Staff:

| | |
|------------------|----------------------------|
| Malcolm Gormley | Human Resources |
| Valentin Calixto | Human Resources |
| Beth Paulino | Recruiter |
| Kristin Binette | Safety Director |
| Karen Iannalfo | Safety Trainer |
| Marsha Thornton | Safety Dept. |
| Christine Vrees | Terminal Manager |
| Paul Rinaldi | Transportation Coordinator |
| Linda Cruz | Transportation Coordinator |
| Robert Cruz | Transportation Coordinator |
| Jordan Ward | Mechanic |
| Chris Keraghan | Mechanic |
| John Santos | Mechanic |

Trombly Motor Coach
1480 Broadway Rd
Dracut, MA 01826
Phone – 978-937-3422

Staff:

| | |
|--------------------|----------------------------|
| Christine Valcourt | VP of Operations |
| Michelle Perez | Terminal Manager |
| Ginny Dove | Manager |
| Deidre Milone | Transportation Coordinator |
| Carrie Amero | Transportation Coordinator |
| Kristine Beauchesn | Transportation Coordinator |
| Kaitlyn Sharry | Transportation Coordinator |
| Anne Marasa | Human Resources |
| Janice Moore | Charter Dept. |
| Katie Binette | Charter Dept. |
| Christy Lindell | Safety |
| Kip Binette | Fleet Manager |
| Lonnie Price | Fleet Administrator |
| Paul Ritchie | Mechanic |
| Al G. | Mechanic |
| Jim Houle | Mechanic |
| Steve McCarthy | Project Manager |

Salter Bus Company
196 Scotland Rd
Newbury, MA 01951
Phone – 978-462-6433

Staff:

| | |
|--------------------|------------------|
| Maryann Kocur | VP of Operations |
| Maryellen Richter | Manager |
| Lee Lamkin | Manager |
| Jared Notargiacomo | Manager |
| Rachel Pelletier | Accounting |

NRT Bus / Van Pool
214 Lunenburg St.
Fitchburg, MA 01420
978-627-4189.

| | |
|--------------------|------------------------------|
| Scott Sheridan | Vice President of Operations |
| Teresa Caton | Terminal Manager |
| Tina Burgoyne | Recruiter |
| Stephan Lindgren | Training Coordinator |
| Melinda Sanchez | Transportation Coordinator |
| Kristina Rodriguez | Transportation Coordinator |
| Jessica DesRoche | Transportation Coordinator |
| Maralyn McGrath | Transportation Coordinator |
| AJ Houle | Transportation Coordinator |
| Karen Gagne | Human Resources |
| Wendy Bertrand | Payroll Dept. |

NRT Bus, Inc.
90 Hanover St.
Newbury, MA 01951
Phone – 978-462-0820
Fax – 978-352-9609

Staff:

| | |
|-------------------|----------------------------|
| Kevin Barry | Dir. Of Risk Management |
| Joe Gamache | Risk Management |
| Cindy MacKenzie | Terminal Manager |
| Kim Thibodeau | Transportation Coordinator |
| Jackie McLaughlin | Transportation Coordinator |
| Vicki Lake | Safety dept. |
| Billy McLaughlin | Mechanic |
| Eduardo Garcia | Mechanic |

NRT Bus, Inc.
230 Main Street
North Reading, MA 01864
Phone – 978-664-1277
Fax – 978-664-8456

Staff:

| | |
|---------------------|----------------------------|
| Kathleen McWilliams | Accounting Dept |
| Kim Childers | Accounting Dept |
| Madison Alley | Accounting Dept |
| Candy Chiu | Accounting Dept |
| Kelly Hicks | Accounting Dept |
| Scott Burke | Payroll Dept |
| Brian Cronin | Terminal Manager |
| Elizabeth Camara | Transportation Coordinator |
| Dan Gauvin | Transportation Coordinator |
| Liza Calixto | Transportation Coordinator |
| Dexter | Mechanic |
| Al G. | Mechanic |

NRT Bus / Van Pool
Linus Allain Ave
Gardner, MA 01540
978-767-9158

| | |
|-----------------|-----------------------------------|
| Sarah Mielnicki | Terminal Manager |
| Collen Guertin | Safety Instructor |
| Dan Marques | Training Coordinator & Instructor |
| Erica Primmer | Transportation Coordinator |
| Laura Dilts | Recruiter |
| James Drawdy | Transportation Coordinator |
| Kathy Nussey | Transportation Coordinator |
| Robin Arsenaull | Human Resources |
| Amanda Ziemba | Payroll/Administrative Assistant |

NRT Bus, Inc. (formerly Coppola)
21 S. Central St.
Haverhill, MA 01835
Phone – 978-373-9891

Staff:

| | |
|-----------------|----------------------------|
| Jimmy Feller | Manager |
| Susan Bellerose | Transportation Coordinator |
| Holly Samataro | Transportation Coordinator |
| Lee D. | Mechanic |
| Mike G | Mechanic |
| Donna G. | Safety Trainer |

NRT Bus, Inc. / SPR.
13 New Salem St.
Wakefield, MA 01880
Phone – 781-224-0003

Staff:

| | |
|-----------------|----------------------------|
| Maritza Baez | Terminal Manager |
| Cindy Smith | Transportation Coordinator |
| Liz Murphy | Transportation Coordinator |
| Tom D. | Mechanic |
| Frank G | Mechanic |
| Jaetlin Rosario | Safety Trainer |

NRT Bus, Inc.
41 Stewart St
Lynn, MA 01902
Phone – 781-598-8780
Fax – 781-598-8785

Staff:

| | |
|-----------------|----------------------------|
| Cathy Witham | VP of Operations |
| Kayla Cluney | Terminal Manager |
| Lynn Zarba | Transportation Coordinator |
| Linda Houle | Transportation Coordinator |
| Veronica D. | Safety |
| Beth Danciwiez | Safety Dept. |
| Rosa Diaz-Duran | Human Resources |
| Son Nugyen | Mechanic |
| Dan Lewis | Mechanic |
| Eli Whitney | Mechanic |

NRT Bus, Inc.
2 Fox Rd.
Hudson, MA 01749
Phone – 978-562-5186
Fax – 978-567-8783

Staff:

| | |
|-------------------|----------------------------|
| Jackie Carco | Terminal Manager |
| Diane Conti | Transportation Coordinator |
| Chrissy Cresswell | Transportation Coordinator |
| Eric Kollios | Transportation Coordinator |
| Jeff Rugeri | Safety |
| Jeff Houle | Mechanic |
| Joe Chavete | Mechanic |

NRT Bus, Inc.
Katrina Drive
Chelmsford, MA 01824
Phone – 978-674-0222
Fax – 978-674-0221

Staff:

| | |
|-------------------|----------------------------|
| Rene Barchard | Terminal Manager |
| Randy Allen | Transportation Coordinator |
| Francine Valcourt | Transportation Coordinator |
| John Camarato | Transportation Coordinator |
| Mitch Charest | Transportation Coordinator |
| Sue Leveque | Safety Department |
| Chris Mercier | Mechanic |
| Jim Grenier | Mechanic |
| Brian N | Mechanic |

Van Pool Transportation
200 Stonewall Blvd.
Wrentham, MA
Phone – 508-530-5000

Staff:

| | |
|-------------------|----------------------------|
| Michael Frambach | VP of Operations |
| Monica Puetthoff | Manager |
| Jessica Knell | Human Resources |
| Roger Bourassa | VP of Safety & Training |
| Virginia Marchant | Transportation Coordinator |
| Joe Sances | Transportation Coordinator |
| Ben Barcelou | Transportation Coordinator |
| Kim Zariczny | Transportation Coordinator |
| Lauren Ginn | Transportation Coordinator |

Van Pool Transportation
70 Post Office Park, Suite 703
Wilbraham, MA
Phone – 413-599-1616

Staff:

| | |
|-------------------|----------------------------|
| Franco Indomenico | VP of Operations |
| David Sidford | Manager |
| Robin Arsenault | Human Resources |
| Franco Papallo | Training |
| Steve Scott | Training |
| Laurie DeMaio | Transportation Coordinator |
| Cindy Pascale | Transportation Coordinator |
| Mona Rock | Transportation Coordinator |
| Erica Stanton | Transportation Coordinator |
| Sara Destromp | Transportation Coordinator |

Van Pool Transportation
36 Middlesex Rd
Bedford, MA
Phone – 781-227-8020

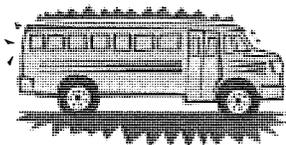
Staff:

| | |
|-------------------|----------------------------|
| Dave Lathbury | VP of Operations |
| Ian McGrath | Manager |
| Sirena Ramirez | Human Resources |
| Stephan Lindgren | Training |
| Rochelle Jennings | Transportation Coordinator |
| Jessica DeJesus | Transportation Coordinator |
| Abner Durocher | Transportation Coordinator |

Van Pool Transportation
2 Willow St, Suite 103
Southborough, MA
Phone – 774-322-1004

Staff:

| | |
|-------------------|----------------------------|
| Dave Lathbury | VP of Operations |
| Betty Gould | Manager |
| Jane Perrault | Human Resources |
| Virginia Marchant | Training |
| Juan Pena | Transportation Coordinator |
| Jessica Morrell | Transportation Coordinator |
| Shelia Duval | Transportation Coordinator |



NRT Bus, Inc.
55 Hampshire Road
Methuen, MA 01844
(978) 681-4100 • Fax (978) 681-8225

January 18, 2022

Jay Lang
Superintendent of Schools
Chelmsford Public Schools
230 North Rd.
Chelmsford, MA 01824

Dear Mr. Lang,

Attached, please find current audited financial statements which will state the following information is true.

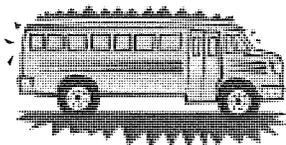
NRT has a positive net worth
Current Assets are greater than Current Liabilities
There have been no operating Losses
There has been a limited amount of bad debt.
There are no significant contingent liabilities such as pending litigation or property liens

Thank you for this opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cornelius Van Dyk'. The signature is fluid and cursive, with a large loop at the end.

Cornelius Van Dyk
Chief Financial Officer



NRT Bus, Inc.
230 Main St.
North Reading, MA 01864
(978) 664-1277 • Fax (978) 664-8456

January 18, 2022

Jay Lang
Superintendent of Schools
Chelmsford Public Schools
230 North Rd.
Chelmsford, MA 01824

Dear Mr. Lang,

NRT Bus, Inc. currently uses REF Trucking for the delivery of fuel to the Chelmsford Public School buses and will continue to utilize their services if awarded the bid. Delivery times are three days a week, alternating every other day.

NRT Bus, Inc, states the following:

Within the past ten (10) years, have you held a contract and failed to execute the work, as per the agreement? YES NO

Within the past ten (10) years, have you defaulted for reasons of non-performance on a transportation contract with the Town of Chelmsford or with any other municipality?

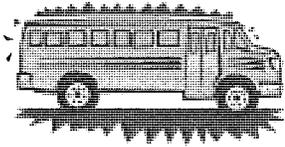
YES

NO

Sincerely,

A handwritten signature in black ink, appearing to read 'Cornelius Van Dyk'. The signature is fluid and cursive.

Cornelius Van Dyk
Chief Financial Officer



NRT Bus, Inc.
230 Main St.
North Reading, MA 01864
(978) 664-1277 • Fax (978) 664-8456

January 18, 2022

Jay Lang
Superintendent of Schools
Chelmsford Public Schools
230 North Rd.
Chelmsford, MA 01824

Dear Mr. Lang,

NRT Bus, Inc. has been in the transportation business for 32 years. We currently have transportation contracts for the Cities of Lowell, Dracut, Wilmington, Lawrence, Lynn, Chelmsford, and SEEM Collaborative, as well as many others. (Please see attached list)

NRT Bus, Inc. was incorporated in April 1991 in the State of Massachusetts. Corporate Officers are as follows:

| | |
|------------------------|-------------------|
| CEO / Director | Judith Crawford |
| COO / Director | Westley Richters |
| CFO / Treas / Director | Cornelius Van Dyk |
| CEO Emeritus | John McCarthy |
| CEO Emeritus | Kevin Hinkamper |

I have read the Chelmsford Public Schools invitation for bid and agree to perform the services described.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cornelius Van Dyk'. The signature is fluid and cursive, with a large loop at the end.

Cornelius Van Dyk
Chief Financial Officer

NRT Bus / Trombly
Current Contract / Reference List
January 2022

| School District | # of Buses Supplied | Contact Person | Address |
|-----------------------------------|---------------------|---|--|
| Andover Public Schools | 34 | Stephen N. (978) 623-8510 | 50 Bartlet Street, Andover, MA 01810 |
| Andover SPED | 15 | Stephen N. (978) 623-8510 | 50 Bartlet Street, Andover, MA 01810 |
| Ashburnham-Westminister | 22 | Julie Surprenant -(978) 827-1434 xt 15 | 11 Oakmont Dr, Ashburnham, MA 01430 |
| Chelmsford Public Schools | 29 | Jay Lang (978) 251-5100 ext. 113 | 230 North Rd, Chelmsford, MA 01824 |
| Chelmsford Sped | 9 | Jay Lang (978) 251-5100 ext. 113 | 230 North Rd, Chelmsford, MA 01824 |
| Community Day Care | 12 | Luisana Lissardo (978) 682-6628 | 190 Hampshire St.. Lawrence, MA 01840 |
| Dracut Public Schools | 22 | Thomas Lafleur (978) 957-9704 | 2063 Lakeview Ave. Dracut, MA 01826 |
| Framingham Public | 88 | Lincoln Lynch (508)-782-7007 | 19 Flagg Drive, Framingham, MA 01702 |
| Gardner Public Schools | 12 | Mark Pellegrino - (978) 632-1000 | 70 Waterford St, Gardner, MA 01440 |
| Georgetown School Dept | 5 | Suzanne Sutherland - 978-352-5721 | 51 North St, Georgetown ,MA 01833 |
| Greater Lawrence Technical School | 24 | John Lavoie (978) 686-0194 | 57 River Rd, Andover, MA 01826 |
| Greater Lowell Vocational | 33 | Michael Knight (978) 441-4900 | 250 Pawtucket Blvd, Tyngsboro, MA |
| Lawrence Public Schools | 17 | Kevin Clement-(978) 975-2777 | 255 Essex St. Lawrence, MA 01840 |
| Lawrence SPED | 58 | Kevin Clement-(978) 975-2777 | 255 Essex St. Lawrence, MA 01840 |
| Lowell Public Schools | 66 | John Descoteaux - (978) 937-7633 | 43 Highland St.. Lowell, MA 01850 |
| Lynn Public Schools | 40 | Dave Hegan - (781) 477-7230 | 30 N. Common St. Lynn, MA 01902 |
| Marlborough Public Schools | 28 | Michael Bergeron - (508) 460-3553 | 17 Washington St., Marlborough, MA 01752 |
| Masconomet Regional | 29 | Peter Delani - (978)-887-2323 ext. 6269 | 20 Endicott Rd, Topsfield, MA 01983 |
| Methuen Public Schools | 35 | Judy Scannell (978) 722-6000 | 10 Ditson Place, Methuen, MA 01844 |
| North Andover Public Schools | 28 | James Mealey (978) 794-1503 | 1600 Osgood St, North Andover, MA 01845 |
| Salem Public Schools | 9 | Kristin Shaver - (978) 740-1240 | 29 Highland Ave. Salem, MA 01960 |
| SEEM / Northeast Network Trans. | 164 | Cathy Lawson (781) 279-1361 | 92 Montvale Ave. Stoneham, MA 02180 |
| Triton Regional School District | 28 | Brian Forget - (978) 518-4277 | 112 Elm St, Byfield, MA 01921 |
| Tri-town School Union | 28 | Steve Greenberg (978) 887-0771 | 20 Middleton Rd, Boxford, MA 01921 |
| Univ. of Mass @ Lowell | 11 | Nick Piscitello (978) 934-2596 | 1 University Ave, Lowell, MA 01852 |
| Wakefield Public Schools | 5 | Christine Bufgna (781) 246-6407 | 60 Farm St. Wakefield, MA 01880 |
| Wilmington Public Schools | 16 | Paul Ruggiero (978)-694-6000 | 161 Church St. Wilmington, MA 01887 |
| Winchendon Public Schools | 9 | Joan Landers (978) 297-0031 | 175 Grove St. Winchendon, MA 01475 |
| | | | |
| | | | |
| | | | |

This list does not include the multiple districts for which we are supplying homeless and special needs transportation - can supply if needed



Advantage Drug Testing
Medical, Compliance and Safety Services

**ENROLLMENT FOR EMPLOYMENT DRUG TESTING
(DRUG TESTING SERVICES)**

NRT Bus, Inc.
ATTN: Kristin Binette
55 Hampshire Road
Methuen, MA 01844

January 3, 2022

NRT Bus, Inc. has enrolled in a Drug and Alcohol Testing Program with Advantage Drug Testing. This program meets the requirements of the DOT Regulation 49CFR Part 382 and Part 40.

The program is current through 12/31/22.



Ted Dawson
President
Advantage Drug Testing

Advantage Drug Testing
62 Elm Street
Andover, MA 01810
978-475-1312
www.advantagedrugtesting.com

DOT DRUG & ALCOHOL TESTING POLICY

NRT Bus, Inc.

Letter to Applicants and All Employees

The illegal use of drugs and the abuse of alcohol are problems that invade the workplace, endangering the health and safety of the abusers and those who work around them. Every employee and applicant should understand those dangers and be aware of the Federal requirements and state guidelines concerning substance abuse in the workplace. NRT Bus, Inc is committed to creating and maintaining a workplace free of substance abuse.

To answer this problem, NRT Bus, Inc (hereinafter also referred to as "COMPANY" or "Company") has developed a policy in conformity with DOT Regulations 49 CFR Part 40 regarding the illegal use of drugs and the abuse of alcohol that we believe best serves the interests of our employees. A copy of these Federal Regulations is on file with COMPANY'S Designated Employer Representative (DER) for review at any time during normal working hours.

Our policy formally and clearly states the illegal use of drugs or abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining our policy, we have implemented, as of the effective date listed below, pre-employment and active employee drug testing as outlined in our Drug and Alcohol Testing Policy.

Employees, who are subject to the DOT testing regulations and Company Policy, will be placed in a separate random testing pool containing only DOT-covered employees for purposes of DOT compliance. With regard to: The Drug and Alcohol Testing Policy the federal regulations shall be considered as preempting any inconsistent state or local laws or regulations.

The purpose of this policy is to establish programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles and other employees of this Company covered by this policy. An employee whose conduct violates this substance abuse policy will be subject to discipline up to and including termination.

We believe that the benefits derived from the policy objectives outweigh the potential inconvenience to employees, and we earnestly solicit the understanding and cooperation of all employees in implementing this policy.

NRT Bus, Inc
DRUG & ALCOHOL TESTING POLICY

STATEMENT OF POLICY

This company has a legal responsibility to comply with the United States Department of Transportation (US DOT) regulations regarding testing of certain company employees. DOT Regulations 49 CFR Part 40 (DOT) are on file with the COMPANY'S Designated Employer Representative (DER) for review at any time during normal working hours.

To accomplish that end, the COMPANY cannot condone and will not tolerate any of the following behaviors by its employees:

- A. Use of illicit drugs.
- B. Abuse of legal drugs (prescription or over the counter).
- C. Abuse of alcohol.
- D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
- E. Arrival for work under the influence of drugs or alcohol.

Within this Drug and Alcohol Testing Policy, certain elements are required because the COMPANY is regulated by the U.S. Department of Transportation (DOT). In addition, certain policy elements, mostly related to specific personnel actions or this Corporation's drug-free workplace regulations or Company Policy, reflect requirements of the COMPANY but are not required by DOT. With regards to those employees governed by DOT regulations, federal regulations shall be considered as preempting any inconsistent state or local law or regulation.

Department of Transportation Regulations

The COMPANY'S policy requires that employees participating in activities regulated by DOT, be subject to urine drug testing and breath alcohol testing in accordance with DOT drug and alcohol testing regulations. Non-DOT regulated employees may also be subject to drug and alcohol testing.

Separate testing pools will be established for non-DOT regulated employees as previously described and may be further divided by safety-sensitive and non-safety-sensitive employees.

This Policy specifically notifies all employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited while on the job or on the COMPANY property. Further, this policy notifies employees the use of a prohibited drug at any time, whether on duty or off duty, is forbidden. Additionally, the consumption of alcohol (whether as a beverage or in a medicinal formulation, and also to include methanol and isopropanol) is prohibited while performing a safety-sensitive activity or within four (4) hours before performing a safety-sensitive activity, or within eight (8) hours following an accident to which the employee's behavior may have contributed, or after having been notified to report to duty for any reason.

Commercial Drivers' Licenses

It is the policy of this COMPANY that persons having a CDL and participating in activities regulated by DOT are subject to drug testing and alcohol testing. The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety sensitive employees in aviation, motor carriers, railroad, and mass transit industries. Provisions of this policy are based upon said Act and the relevant federal regulations applicable to the Act. As a condition of employment, the COMPANY reserves the right to require all employees having a CDL and performing safety-sensitive activities regulated by DOT, to submit at any time to drug and/or alcohol testing to determine the presence of prohibited substances

SUBSTANCES TO BE TESTED AND DETECTION THRESHOLDS

The following substances will be tested for:

Drug Screen Cut-off GC/MS

- | | |
|---|-----------------------|
| a. Marijuana (Delta-9 Carboxy- THC) | 50 ng/ml 15 ng/ml |
| b. Cocaine (Benzoyllecgonine) | 300 ng/ml ISO ng/ml |
| c. Opiates (Morphine/Codeine) | 2000 ng/ml 2000 ng/ml |
| d. Phencyclidine (PCP) | 25 ng/ml 25 ng/ml |
| e. Amphetamine (Methamphetamine) | 1000 ng/ml 500 ng/ml |
| f. Alcohol- removal from safety sensitive position at .02% BAG or greater, violation of Policy at .04%BAC or greater. | |

MEDICATIONS

Employees shall not use or be under the influence of medications while working if the medications have the potential to alter or to adversely affect their judgment, motor skills, to induce sleepiness or to otherwise detract from their safe job performance. Exceptions can, of course, be made in work areas and activities of decreased safety sensitivity where the potential for accident and injury is minimal and where the effect of the medication on the employee is judged to be no factor by medical authority. It must also be acceptable to management for the employee to continue work. Exceptions to this rule (Section C) will be made at least one level of supervision above the concerned employee's immediate supervisor. Employees will report their use of medications to their supervisor before beginning work; those sensitive to the disclosure of their use of certain medications may call or visit the COMPANY official (see name and telephone number in Section N) in charge of the Drug Alcohol Testing Policy, in confidence to resolve their unique work situation.

D. DRUG/ALCOHOL TESTING POLICY MONITORING

To measure the success of, and to aid in enforcing, our Drug/Alcohol Testing Policy, the following types of drug screening tests may be administered to employees:

1. Job applicants, as a condition of obtaining employment
2. Employees who are required to undergo FITNESS FOR DUTY MEDICAL EXAMINATIONS.
3. Employees as a FOLLOW-UP to a return from rehabilitation program. These employees will be tested periodically. Under DOT regulations, follow up testing will be at a minimum six test over the first year of return to duty.
4. Random testing as described in Exhibit I
5. Post-Accident testing as described in Exhibit II
6. Employees who, by reliable evidence, or by their observed or reliably reported behavior, may be REASONABLY SUSPECTED of: (a) Using or being under the influence of drugs, alcohol or medications while working, (b) Tampering with a drug screen test.
7. Return to Duty testing following a removal from a Safety Sensitive position after a positive, adulterated or substituted test and referral to a Substance Abuse Professional (SAP)

Notice of Drug Testing will be given on all vacancy announcements. In addition to the drug screening, a test for the presence of alcohol will be administered as a result of the conditions stated in Section D, 5 & 6 above.

A copy of documentation supporting a REASONABLE SUSPICION drug and alcohol test will be completed within seven (7) days after testing, will be provided to the employee upon request, and will be retained confidentially by the COMPANY for at least one (1) year.

On the basis of an accident that requires a DOT post-accident test or the finding of reasonable suspicion that leads to a DOT reasonable suspicion test, the employee will immediately be removed from safety-sensitive functions pending the outcome of the post-accident or reasonable suspicion drug/alcohol test.

A SAMSHA approved laboratory will perform testing for the presence of drugs after obtaining urine specimens for drug tests. All positive specimens from the initial screening are then tested a second time using a different technique and chemical principal from the initial test to insure reliability and accuracy. All drug test results are reported to the Medical Review Officer for verification prior to being transmitted to the employee and/or employer.

E. CONSEQUENCES TO EMPLOYEES OF:

The following is an overview of the terms and conditions of the COMPANY'S drug and alcohol policy, and for violation of which an employee is subject to discipline as outlined below.

- (1) It is a violation of Company policy for any employee to use, possess, manufacture, sell, trade, offer for sale, offer to buy, or make arrangements to distribute illegal drugs, or to otherwise engage in the illegal use of drugs while at work or on COMPANY property.
- (2) It is a violation of Company policy for anyone to report to work under the influence of alcohol, or any illegal drugs.
- (3) It is a violation of Company policy for anyone to remain on duty that requires the operation of a motor vehicle or other hazardous equipment, or the performance of safety-sensitive job duties, while under the influence of illegal drugs or alcohol.
- (4) It is a violation of Company policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.) Such prescription drugs brought to work should remain in the original labeled container and show both the prescribing doctor's name and expiration date.
- (5) It is a violation of Company policy to report to work or be at work, where the presence of prescribed or over-the-counter narcotics or drugs exceeds statutory limits in blood or urine, or the use of prescribed or over-the-counter narcotics or drugs poses a risk to the safety of the employee, other persons, the general public or property or may render the employee temporarily medically unfit under applicable DOT agency regulations.
- (6) It is a violation of Company policy to ingest hemp food products or coca food products. (Recent studies indicate that ingestion of hemp seed oil and hemp food products can result in a positive test for marijuana.) A Medical Review Officer (MRO) may not accept consumption or other use of hemp products, or coca teas, or medical marijuana as an excuse for a positive drug test.
- (7) It is a violation of Company policy for on-call employees to use alcohol within four (4) hours before performing any safety-sensitive activity. The COMPANY will provide an opportunity for each such on-call employee to acknowledge the use of alcohol at the time he/she is called to report for duty, and it is the employee's responsibility to inform his/her supervisor at the earliest possible time of any potential impairment from alcohol.

(8) It is a violation of Company policy to engage in the following conduct as defined and identified in 49 CFR Part 40 and this Policy:

- a) Receiving a verified positive drug test
- b) Receiving a verified adulterated or substituted drug test
- c) Receiving an alcohol test result of 0.04 or higher
- d) Failure to appear for a drug or alcohol test within the time directed by the DER but no longer than two (2) hours of being so ordered
- e) Refusal of an Alcohol or Drug Test
- f) Refusal to provide the collector with requested information to be placed on the Custody and Control Form (CCF)
- g) Refusal to cooperate with the collector's directions to remove outer clothing, leave personal belongings, empty pockets, wash hands or other such directives of the collector
- h) Refusal to follow the collector's instructions to submit to an observed or monitored collection
- i) Refusal to sign a CCF or initial tamper-evident bottle seals
- j) Submit, or attempt to submit, an adulterated, diluted or otherwise altered specimen, or substituting a specimen from another person
- k) Failure to remain at the testing site until the testing process is complete
- l) Failure to provide a urine specimen or fail to attempt to provide a saliva or breath specimen
- m) Fail or decline to take a second test the DER or collector has directed
- n) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of a verification process, or as directed by the DER as part of the "shy bladder" procedures or "shy lung" procedures
- (o) Behave in a confrontational way that disrupts the collection process is classified as refusal to test or fail to cooperate with any part of the alcohol testing process

DISCIPLINE ACTIONS FOR VIOLATIONS LISTED ABOVE:

1. Job Applicants will not be hired.
2. Employees violating this policy will be terminated and are required by DOT to seek an assistance plan before seeking further employment. Injured employees may also forfeit eligibility for workers' compensation medical payments and indemnity payments.
3. Employees arrested, indicted or convicted of violating controlled substance laws will notify the employer within five (5) days of the event and if this substance abuse policy was also violated, will be disciplined up to and including termination, depending on the circumstances.
4. DOT consequences for a confirmed positive, adulterated, substituted drug/alcohol test or refusal to test require the employee to be removed to from a safety sensitive and referred to a Substance Abuse Professional (SAP). The employee cannot return to the safety sensitive position until a final evaluation from the SAP and a return to duty negative test.

F. CHALLENGES TO CONFIRMED POSITIVE TEST RESULTS

| DOT Testing - 49 CFR Part 40 Regulations

- a. Upon receipt of a verified positive drug test result, the COMPANY will immediately remove the employee involved from performing safety-sensitive functions. The COMPANY will take this action upon receiving the initial report of the verified positive test result.
- b. On positive or refusal to test, MRO will explain split specimen testing process to the employee
- c. Employee has 72 hours after verification to request verification to request test of split specimen; employee will be responsible for the cost of the split specimen testing. Funds for this may be held from employees last paycheck.
- d. When the employee makes a timely request for a test of the split specimen the MRO, immediately provides written notice to the laboratory that tested the primary specimen, directing the laboratory to forward the split specimen to a second HHS certified laboratory.

G. CONFIDENTIALITY OF DRUG TESTING INFORMATION

All written reports and related information received by the COMPANY, laboratories, employee leasing programs, drug and alcohol rehabilitation programs and their agents will be held in strictest confidence and will not be disclosed except in accordance with Federal Statutes or otherwise legally disclosed. Release of such information under any other circumstance shall be solely pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant.

| Agents of our company and the laboratory conducting a drug test will, however, have access to ; drug test information when consulting with legal counsel in connection with actions brought | against them when the information is relevant to its defense in a civil or administrative matter.

;H. CONFIDENTIAL REPORTING OF MEDICATION USE

; The COMPANY knows that eventually most people need to take medications to combat various : illnesses. Employees must realize, however, that many medications will alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by

doctor or bought over the counter at a pharmacy. Medications known to alter or affect a drug i test are listed in Section M. The name of the testing laboratory is listed in Section N. Employees ; who want more technical information about medications may consult the testing laboratory. To / avoid the potential problems created by a false test result, the COMPANY has implemented procedures to enable employees to confidentially report the use of medications. You may report the use of medications on the back of your copy of the chain of custody form after your specimen is collected and discuss only with the MRO.

I. SUBSTANCE ABUSE PROFESSIONAL

Our company maintains a Substance Abuse Professional (SAP) that consists of referring employees who have tested positive for drugs and/or alcohol to local drug and alcohol rehabilitation centers. Any costs of outside services are, however, the employee's responsibility. Any employee who has not previously tested positive for drug or alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and alcohol problems before they lead to disciplinary actions. No employee will be discharged, disciplined or discriminated against solely upon the employee's voluntarily seeking treatment for a drug/alcohol related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program. Through the SAP, the COMPANY will attempt to provide appropriate referral to drug and alcohol abuse rehabilitation programs. Such employees may not continue to work in safety sensitive functions until they have completed the SAP's course of action and a negative result on a return-to-duty test. For up to five years, a series of periodic drug tests will be administered after returning to work. A minimum of 6 tests will be required the first 12 months.

If an employee wishes to pursue help through the SAP, please contact the person listed in Section N for appropriate referral.

J. THIS SECTION INTENTIONALLY LEFT BLANK.

K. FEDERAL AND STATE LAWS AND REGULATIONS

Nothing in this statement of policy shall be presumed to override, amend or change any requirements of Massachusetts and/or Federal law. In the event any of the provisions of this policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control.

L. AMENDMENT AND SEVERABILITY

The employer may amend this policy in any and all respects at any time. If any provision of this policy or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of the terms of this policy and the application of any invalid or unenforceable provisions to other parties or circumstances, will not be affected thereby, and to this end the provisions of this policy are severable.

M. SUBSTANCES WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST

(BRAND NAMES AND COMMON NAMES)

1. **AMPHETAMINES:** Abetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex
2. **CANNABINOIDS:** Marinol (Dronabinol, THe), Marijuana, Hash Pot
3. **COCAINE:** Cocaine HCl topical solution (Roxanne), Crack, Coke
4. **PHENCYCLIDINE:** Not legal by prescription; PCP, Angel Dust
5. **OPIATES:** Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, AP AP with Codeine, Aspirin with codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin
6. **METHAQUALONE:** Not legal by prescription
7. **BARBITURATES:** Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Firoicet, Esgic, Butisol Mebaral, Butabarbital, Butabital
8. **METHADONE:** Dolphine, Methadose
9. **BENZODIAZEPINES:** Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, and Centrax
10. **PROPOXYPHENE:** Darvocet, Darvon N, Dolene, Etc.
11. **ALCOHOL:** Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof) and JListerine is 26.9% (54 proof); Booze, Drink

NRT Bus, Inc

N. DRUG/ALCOHOL TESTING POLICY - INFORMATION AND REVISION SHEET

AND/OR REVISION NUMBER

THIS INFORMATION
DATED 12/1/05

Company Designate Employer Representative (DER) - This is the Program Administrator, the person in charge of the drug/alcohol testing program. This representative can remove employees from a Safety Sensitive position upon a violation of the Dot rules and regulations for drug/alcohol testing.

DER:

Kristin Binette

COMPANY LOCATION:

NRT Bus, Inc
55 Hampshire Rd. Methuen, MA
01844
978-681-4100

Your Drug
Testing

Quest
Diagnostics

Your Drug Test
Collection *Site is:

Advantage Drug Testing
Mobile - On Site
Quest - Multiple
Locations

Your Alcohol Testing
Site is:

Advantage Drug

Testing On Site -

Mobile

Your MRO is:
Your SAP is:

Charles Moorefield, MD
2191 Julian Avenue Palm
Bay, FL 32905

American Substance Abuse
Professionals, Inc. 711 West 40th
Street-Ste 235 Baltimore, MD 21211
888-792-2727

American Substance Abuse Professionals and Advantage Drug Testing at 978-475-1312 can provide a list of treatment programs in your area. Attached to this policy is also a list of referral sources (Section 0).

O. NATIONAL HOTLINE NUMBERS

| | |
|---|----------------|
| Alcohol and Drug Referral Hot Line | 1-800-252-6465 |
| Child Help's - National Child Abuse Hot Line | 1-800-422-4453 |
| National A.I.D.S. Hot Line | 1-800-342-2437 |
| National Cocaine Hot Line | 1-800-262-2463 |
| National Hepatitis Hot Line | 1-800-223-0179 |
| National Runaway Switchboard and Suicide Hot Line | 1-800-621-4000 |
| National Sexually Transmitted Disease Hot Line | 1-800-227-8922 |

NATIONAL ASSISTANCE GROUPS

| | |
|--|----------------|
| Alcoholics Anonymous | 1-800-344-2666 |
| M.A.D.D. | 1-800-438-6233 |
| Narcotics Anonymous | 1-818-780-3951 |
| AL-ANON Family Group Headquarters | 1-800-356-9996 |
| Nat'l Institute of Drug Abuse, Drug Info., Treatment | 1-800-662-4357 |
| Families Anonymous | 1-800-736-9805 |
| S.A.D.D. | 1-800-481-3568 |
| Tough Love | 1-800-333-1069 |
| Massachusetts Substance Abuse Services | 1-617-624-5111 |
| Center for Substance Abuse Prevention | 1-800-729-6686 |

EXHIBIT I

NRT Bus, Inc DRUG/ALCOHOL TESTING POLICY Random Testing

- a. Certain categories of workers are required to undergo random drug testing to ensure continued fitness for duty as required by the US DOT guidelines.*
- b. Random drug testing will be performed at a rate of 50% of the qualified workers per year for FMCSA. Random alcohol testing should be conducted at an annualized rate of 10% of the qualified workers for FMCSA.*
- c. After notification, it is the responsibility of the employee to provide the urine specimen within the allotted time. Failure to comply with a request to a random specimen will result in the immediate medical disqualification of the employee, resulting in the employee being unable to perform assigned job duties. This may result in the loss of employment.*
- d. At the time of notification, the donor will be instructed to go directly to the designated collection site. The employee will notify the collection site personnel that he/she has been selected for a random test and that they are ready to provide a urine specimen for a drug test and/or a breath specimen for an alcohol test, Salvia may be requested for the initial alcohol test, a breath specimen will be used to confirm a positive alcohol test.*

EXHIBIT II

NRT Bus, Inc DRUG/ALCOHOL TESTING POLICY

Post-Accident Testing

- a. Certain employees are required to submit to post-accident urine drug testing as required by the US DOT guidelines.
- b. An employee will submit a specimen to be tested as soon as possible from the time of the reportable accident but no later than 32 hours after the time of the accident as defined in the table below. Alcohol testing must be conducted within eight (8) hours of an accident.
- c. If the employee is injured, the COMPANY retains the right to contact any treating medical facility and request that a controlled substance test be obtained, or to obtain from the employees medical records, the result of any such test obtained during the course of treatment. The refusal of any employee to allow the collection of these specimens or to attempt to block the release of said specimen will result in the immediate medical disqualification of the employee.
- d. An employee who fails to report an accident to the COMPANY and who fails to comply with the post-accident requirements of this policy will be presumed to be positive for the presence of a controlled substance resulting in the medical disqualification for employment with this Company.

The following table notes when a FMCSA DOT post-accident test is required:

| Type of accic | snt | Citation issued to the driver | Test must be performed employer |
|--|-----------------------|-------------------------------|---------------------------------|
| Human fatality | | YES NO | YES |
| Bodily injuryfwith medical treatment away from the scene | | YES NO | YES NO |
| Disabling dan Motor vehicle tow away | lage to any requiring | YES NO | YES NO |

This table been reproduced from Federal Motor Carrier Safety Administration 49 CFR
ha: 382

NRT Bus, Inc

DRUG/ALCOHOL TESTING POLICY RECEIPT

I hereby acknowledge that I have received a copy of the COMPANY'S Drug/Alcohol Testing Policy. I also acknowledge that I have received a full and complete explanation of the Program, including all policies and the availability of Substance Abuse Professional (SAP).

I have had the terms and conditions of the COMPANY'S Drug/Alcohol Testing Policy explained to me, and I freely and voluntarily consent to submit to drug and alcohol screening or testing as set forth in the COMPANY'S Policy. I understand that violation of any provision of this policy may lead to disciplinary action up to and including termination of employment, and that I may forfeit my workers' compensation benefits.

I give my consent to the COMPANY and/or its designated Service Agent to collect specimens for screening or testing for the purpose of determining the presence of, and content of, drug and alcohol substances, as well as to obtain results from any alcohol or drug screen, as set out in the drug and alcohol testing policy. I further agree to and hereby authorize the release of the results of said tests to the COMPANY'S Medical Review Officer and as set forth in the COMPANY drug and alcohol testing policy.

Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its receipt, constitutes or implies a contract of employment or a guaranteed right to recall.

Employee name:

Employee signature:

Date:

Witness name:

Witness signature:

NRT BUS, INC

I have read and received the alcohol and drug policy from NRT Bus, Inc and understand them.

Signature: _____

Printed Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--------------------------------------|
| PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com | FAX (A/C, No): 1-888-467-2378 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED NRT Bus, Inc. 55 Hampshire Road Methuen, MA 01844 | INSURER A: Old Republic Insurance Company | NAIC # 24147 |
| | INSURER B: Gemini Insurance Company | 10833 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** W23768496 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | MQZY 316654 21 | 12/15/2021 | 12/15/2022 | EACH OCCURRENCE \$ 5,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | MTWB 316653 21 | 12/15/2021 | 12/15/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | GVE100281501 | 12/15/2021 | 12/15/2022 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | AGGREGATE \$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 01/14/2022 WITH ID: W23763970.

RE: Bid # 22-01
CONTRACT TITLE: School Bus Transportation for Chelmsford Public Schools

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|---|
| Chelmsford Public School District 230 North Road Chelmsford, MA 01824 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|



**Chelmsford Public Schools
Administration Offices**

230 North Road, Chelmsford, MA 01824
Telephone: (978) 251-5100

January 14, 2022

**ADDENDUM #1 - IFB #22-01
CHELMSFORD PUBLIC SCHOOLS – SCHOOL BUS TRANSPORTATION**

The number of this Addendum, Addendum No. 1, must be entered in the space provided on the Bid Form.

ADDENDUM

1. Under **EQUIPMENT**, page 13, Section II Specifications, Letter D, item one, replace with the following for the age of vehicles:

D. EQUIPMENT:

1. During the 2022/23 school year, no vehicle used shall be manufactured prior to **2016**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2023/24 school year, no vehicle used shall be manufactured prior to **2017**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

During the 2024/25 school year, no vehicle used shall be manufactured prior to **2018**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2025/26 school year, no vehicle used shall be manufactured prior to **2019**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

If at the sole discretion of the Chelmsford Public Schools an additional one (1) year contract extension is granted for the 2026/27 school year, no vehicle used shall be manufactured prior to **2020**. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 80,000 miles at any time during the performance of the contract.

The successful bidder must provide three (3) school buses to be available for the full term of the contract which shall not be more than six (6) years old at any time during the contract, or have an odometer reading of more than 80,000 miles at any time during the contract, and which must include the following:

- a. One (1) of the buses must be equipped with wheelchair lifts and approved, universal restraints to accommodate two (2) wheelchairs in each vehicle. These two (2) buses may serve as “spare buses” as referenced in Section II, Letter D, Number 10 of this IFB. These two (2) buses may not serve as buses in the daily fleet without the authorization of the Chelmsford Public Schools Transportation Coordinator.

NOTE: BIDDER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 ON BID FORM.

Question 1 - On Page 4, Section D. Duration, what is the actual number of school days a vendor should plan on providing transportation for annually?

Answer 1 - Please see bid specs (such as Section 1 - P and Exhibit C). We schedule students to attend school 180 days each school year.

Question 2 - Will the district consider adding a clause that the "Town agrees to pay a negotiated rate for any remote days during the school week, that drivers would be paid to maintain work force"?

Answer 2 – No, the addendum does not reflect this suggested language.

Question 3 - Page 5 Section G #1. The paragraph has non-performance damages that include "incidental and consequential damages". Can the district please define what type of damages these might be, and a cost associated with them, or possibly remove that section?

Answer 3 – No, the addendum does limit the definition nor remove the language.

Question 4 - On Page 11, Section A, #5 will the district change the last sentence to read "if additions or deletions to the number of buses used to transport the contract increase or decrease by 15%, then the daily bus price may be negotiable."?

Answer 4 – No, the addendum does not reflect this suggested language

Question 5 – On Page 12, Section B, #5. If a scheduled trip is referring to a home to school route for that given day, would the district change the notification time to 5:30 a.m. or 6:00 am instead of 6:30 a.m.?

Answer 5 – No, the addendum not reflect this time change, however we endeavor to notify the transportation provider as soon as possible after a decision has been made.

Question 6 – On Page 12; Section B, #7. Will the district add to end of paragraph the following words "with a minimum of 90 days advanced notice for the same bus specification"?

Answer 6 – No, the addendum does not reflect this suggested language, however if this question is related to a substitution vehicle, a 77 passenger bus may be substituted for an 83 passenger bus if the 77 passenger bus meets the capacity requirements of the number of students assigned to the ride the substitution bus.

Question 7, Page 13, Section D, #1. In efforts to keep cost stable, would the district consider changing the age limit on the vehicles to be no older than six (6) years old at the start the contract?

Answer 7 – Yes, the district will add Addendum #1, where no vehicles will be older than six (6) years old at the start of the contract.

Question 8 - Understanding the mandates COVID -19 may still impact costs for materials to be utilized in PPE/Cleaning materials, will the district be willing to supply the contractor necessary items for safe transportation of students? If not, will the district allow separate billing for items, or should vendor cover cost of supplies in the bid per bus cost?

Answer 8 – In the event PPE is required by DESE, the district will provide and supply the PPE for students and the vendor should not factor that into the per bus cost.

Question 9 - Page 17, Section F #15. To reduce the number of drivers who may leave for higher wages in contiguous districts, would the district consider changing the minimum starting rate to \$25.00, and then \$.25 additional increments annually?

Answer 9 – No, the addendum does not change the minimum hourly rates as outlined in the bid spec nor change the language in Appendix A from the Department of Labor Standards.

Question 10 – 19 Section H #2. Will the District consider adding the following at the end of paragraph # 1 before Chelmsford Public Schools may: "If the Contractor does not rectify the problem within 30 days"?

Answer 10 – No, the addendum does not reflect the suggested language.

Question 11 – There should be wording that if routes and or transportation needs are required to change due to Covid-19 that both parties negotiate in good faith on the revised contract. Would you consider adding the following?

"The parties agree that bus schedules may change to Covid-19 and/or contemplated service changes beginning in the 2022-2023 school year. In the event of increases or decreases in routes or schedules as directed by Town "Schedule Re-adjustments", the number of buses/staffing/equipment will be adjusted accordingly. In the event of Schedule Re-adjustments, the parties agree to enter prompt, good faith negotiations in order to adjust rates commensurate to cover increases or decreases in cost structure associated with such changes, subject to mutual agreement. The parties agree to provide each other with reasonable documentation to determine impacted cost structures."

Answer 11 – No, the addendum does not reflect the suggested language

Question 12 - Would the district consider adding a Force Majeure clause stated below?

"Force Majeure; Remedies: Neither party shall be responsible to the other for delays in performance resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; pandemic, epidemic, quarantine or government restriction or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a 'Force Majeure'. In the event of a Force Majeure which interferes with the operation of the Town's furnishing of regular day, private and charter school transportation and related services for the Town, upon written notice by either party, the Contractor will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to the Contractor and the Town/District. Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained all administrative, contractual and legal rights and remedies to which they may be entitled.

Answer 12 – No, the addendum does not reflect the suggested language

CHELMSFORD PUBLIC SCHOOLS

Memorandum

TO: Jay Lang, Ed.D., Superintendent
Members of the School Committee

FROM: Joanna Johnson-Collins, Director of Business & Finance

DATE: March 11, 2022

RE: FY2022 Budget Projection

Attached please find a one-page summary of the FY2022 Local Budget and Projection by DESE function code categories. As reported in our quarterly financial reports and associated narratives, we are favorable in several categories. Due to the favorable variances in these categories, we will bring forward recommendations to the school committee to apply some of the savings to one-time purchases and request the associated FY2022 budget transfers.

Thank you for the opportunity to provide this update.

CHELMSFORD PUBLIC SCHOOLS
 FY22 BUDGET SUMMARY AND PROJECTION

| | 2021-2022 ORIGINAL APPROVED BUDGET | 2021-2022 APPROVED BUDGET TRANSFERS | 2021-2022 REVISED BUDGET | 2021-2022 ADJUSTMENTS FOR PROJECTION | 2021-2022 PROJECTED SPEND |
|---|---|--|--------------------------------|---|---------------------------------|
| 1110 SCHOOL COMMITTEE | 33,400 | | 33,400 | | 33,400 |
| 1210 SUPERINTENDENT | 441,670 | | 441,670 | | 441,670 |
| 1220 ASST. SUPERINTENDENT | 252,299 | | 252,299 | | 252,299 |
| 1230 DISTRICT WIDE | 455,700 | | 455,700 | | 455,700 |
| 1410 BUSINESS AND FINANCE | 425,664 | | 425,664 | | 425,664 |
| 1420 HUMAN RESOURCES | 342,529 | | 342,529 | | 342,529 |
| 1430 - 1435 LEGAL SERVICES & SETTLEMENTS | 165,000 | | 165,000 | | 165,000 |
| 1450 DISTRICTWIDE MIS | 1,360,062 | | 1,360,062 | | 1,360,062 |
| 2110 CURRICULUM DIRECTORS - REGULAR EDUCATION | 1,313,686 | | 1,313,686 | | 1,313,686 |
| 2110 CURRICULUM DIRECTORS - SPECIAL EDUCATION | 919,174 | | 919,174 | (5,300) | 913,874 |
| 2210 SCHOOL LEADERSHIP | 2,836,183 | | 2,836,183 | (21,000) | 2,815,183 |
| 2300 - 2305 CLASSROOM TEACHERS - REGULAR EDUCATION | 24,116,199 | (23,508) | 24,092,691 | (500,000) | 23,592,691 |
| 2310 TEACHERS SPECIALISTS - REGULAR EDUCATION | 2,017,423 | | 2,017,423 | (200,000) | 1,817,423 |
| 2310 TEACHERS SPECIALISTS - SPECIAL EDUCATION | 6,584,655 | 23,508 | 6,608,163 | 29,000 | 6,637,163 |
| 2320 MEDICAL/THERAPUTIC SERVICES | 400,000 | | 400,000 | | 400,000 |
| 2325 SUBSTITUTES | 610,000 | | 610,000 | (45,000) | 565,000 |
| 2330 PARAPROFESSIONALS | 4,253,346 | | 4,253,346 | (600,000) | 3,653,346 |
| 2340 LIBRARY/MEDIA CENTER | 788,834 | | 788,834 | (12,745) | 776,089 |
| 2357 PROFESSIONAL DEVELOPMENT | 217,275 | | 217,275 | (28,000) | 189,275 |
| 2410 - 2415 TEXTBOOKS & INSTRUCTIONAL MATERIALS | 591,482 | | 591,482 | | 591,482 |
| 2420 INSTRUCTIONAL EQUIPMENT | 151,500 | | 151,500 | | 151,500 |
| 2430 GENERAL SUPPLIES | 558,775 | | 558,775 | | 558,775 |
| 2440 OTHER INSTRUCTIONAL SERVICES - SPECIAL ED | 192,000 | | 192,000 | | 192,000 |
| 2451 - 2455 CLASSROOM INST TECHNOLOGY & SOFTWARE | 680,000 | | 680,000 | | 680,000 |
| 2710 - 2800 GUIDANCE & PSYCHOLOGICAL SERVICES | 2,450,031 | | 2,450,031 | (54,000) | 2,396,031 |
| 3200 MEDICAL & HEALTH SERVICES | 867,624 | | 867,624 | (25,000) | 842,624 |
| 3300 TRANSPORTATION | 4,095,884 | | 4,095,884 | (270,000) | 3,825,884 |
| 3400 FOOD SERVICES | 121,249 | | 121,249 | | 121,249 |
| 3510 ATHLETIC DEPARTMENT | 886,857 | | 886,857 | | 886,857 |
| 3520 OTHER STUDENT ACTIVITIES | 202,690 | | 202,690 | | 202,690 |
| 3600 SCHOOL SECURITY | 213,196 | 27,760 | 240,956 | (27,550) | 213,406 |
| 4110 - 4210 - 4230 CUSTODIAL SERVICES | 1,774,255 | | 1,774,255 | | 1,774,255 |
| 4120 - 4130 HEATING OF BUILDINGS & UTILITY SERVICES | 1,236,690 | | 1,236,690 | | 1,236,690 |
| 5150 EMPLOYEE SEPERATION COSTS | 264,556 | (65,903) | 198,653 | (91,649) | 107,004 |
| 6200 CIVIC ACTIVITIES AND COMMUNITY SVCS | 0 | | 0 | | 0 |
| 7200 CAPITAL LAND AND BUILDING | 0 | 38,143 | 38,143 | 12,431 | 50,574 |
| 9300 TUITIONS | 3,180,112 | | 3,180,112 | (2,096,464) | 1,083,648 |
| 9300 PREPAID TUITIONS | 0 | | 0 | | 0 |
| | | | | <i>recommendations to be presented</i> | |
| Grand Total | 65,000,000 | 0 | 65,000,000 | (3,935,277) | 61,064,723 |

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee
From: Jay Lang, Ed.D., Superintendent of Schools
Date: March 13, 2022
Re: FY2022 Recommended One-Time Expenditures

Attached please find a budget projection for the current fiscal year to end June 30, 2022. While there are still three months of activity remaining, the amount of available funds anticipated to be available at fiscal yearend is becoming clearer. A significant factor in the projection of approximately \$ 3.9 million in funds is within the special education tuition accounts as, 1) we have expended and encumbered less tuitions than anticipated/budgeted, 2) the actual FY22 pre-paid tuitions (with FY21 funds) were greater than originally budgeted, and 3) our return from Valley Collaborative was greater than originally budgeted. The second factor in the projection is unexpended/unencumbered salaries and wages for the current fiscal year as explained in the 2nd quarter and monthly financial reports.

I am recommending a three-phased approach to best manage the anticipated available funds at fiscal yearend; a combination of one-time purchases (up to \$ 1.5 million, some now and some at the end of April), pre-paid tuitions to offset FY23 tuitions (\$ 1.25 million), and funding a new special education reserve fund to provide for unanticipated/unfunded special education costs in future fiscal years (\$ 1.25 million). Working with our building and department administrators, we have compiled a list of one-time expenditures for consideration. A few proposed projects totaling approximately \$ 500K have significant lead time and quotes have been finalized for the purchases at this time. We are still finalizing additional project quotes and will present additional projects at the April 26, 2022 school committee meeting for review and consideration. The one-time expense recommendations are limited to equipment, supplies and/or projects that do not have recurring costs in future fiscal years. We have discussed many of these projects in the past, a few were previously proposed, yet unfunded capital funding requests. Completing these one-time projects with available FY22 funds now will allow us to remove these projects from the Town capital project funding consideration moving forward.

I am recommending we again pre-pay special education tuitions in FY23 with anticipated FY22 available funds. This action will allow the school committee to reallocate funds in FY23 (funds would be available in special education tuitions to be transferred to other areas of the budget) to assist with recovery and intervention costs from COVID-19 pandemic.

FY2022 One-Time Purchase Recommendations

| Amount | Description | School | Contact |
|------------|--|------------------------------|------------------------|
| \$ 39,927 | Purchase and replace student cafeteria tables | Byam Elementary School | Joanna Johnson-Collins |
| \$ 37,945 | Purchase and replace student cafeteria tables | Center Elementary School | Joanna Johnson-Collins |
| \$ 385,286 | Purchase of new stadium lighting for the CHS football field, current lighting to be removed and reused on the new tennis/basketball courts at CHS. | Chelmsford High School | Brian Curley |
| TBD | Installation of new stadium lighting at CHS | Chelmsford High School | Brian Curley |
| \$ 17,465 | Purchase and install additional Airphone door access systems for use between main building and modular classrooms. | Harrington Elementary School | Robert Asselin |
| \$ 38,321 | Purchase and replace student cafeteria tables | Harrington Elementary School | Joanna Johnson-Collins |
| \$ 518,944 | TOTAL Recommended One-Time Purchases 3.15.2022 | | |

Note: The above listed items have significant lead time and ordering is necessary at this time to allow for 12 - 16 week production and delivery schedule. Additional projects have been identified by each elementary, middle, and the high school for funding consideration. We are in the process of obtaining quotes for each item and plan to present a second round of one-time funding requests at the April 26, 2022 school committee meeting for review and consideration.

CHELMSFORD PUBLIC SCHOOLS

Memorandum

TO: Jay Lang, Ed.D., Superintendent of Schools
Members of the School Committee

FROM: Joanna Johnson-Collins, Director of Business & Finance

DATE: March 11, 2022

RE: FY2022 Recommended Budget Transfers related to one-time purchases

I am writing to request three budget transfers for FY2022 totaling \$ 518,944, corresponding to the one-time purchase recommendations presented at the March 15, 2022 school committee meeting.

The first budget transfer request is shifting budget funds from three paraprofessional accounts to a food services account in the amount of \$ 116,193 to purchase cafeteria tables for the Byam, Center, and Harrington Elementary Schools.

The second budget transfer request is shifting budget funds from the special education transportation account, a paraprofessional account and the employee separation cost account to the Capital Land & Building account in the amount of \$ 385,286 to purchase new stadium lighting.

The third budget transfer request is shifting budget funds from a guidance salary account to the districtwide MIS school security account in the amount of \$ 17,465. This is to fund the Airphone door access systems at the Harrington Elementary School.

| From | | To | | | Amount |
|----------------|---------------------------|----------|-------|--------------------------------|----------------|
| 12330476-51060 | Paraprofessionals Byam | 13400000 | 54000 | Food Services – Supplies | 39,927 |
| 12330576-51060 | Paraprofessionals Center | 13400000 | 54000 | Food Services – Supplies | 37,945 |
| 12330676-51060 | Paraprofessionals Harr | 13400000 | 54000 | Food Services – Supplies | 38,321 |
| | | | | | |
| 13300076-53990 | Special Ed Transportation | 17200000 | 57800 | Capital Land & Buildings Other | 270,000 |
| 12330176-51060 | Paraprofessionals CHS | 17200000 | 57800 | Capital Land & Buildings Other | 23,637 |
| 15150000-51140 | Employee Separation Costs | 17200000 | 57800 | Capital Land & Buildings Other | 91,649 |
| | | | | | |
| 12710400-51050 | Guidance Salaries Byam | 11450000 | 54204 | District MIS - School Security | 17,465 |
| | | | | Total | 518,944 |

I recommend the school committee vote at the regular school committee meeting on March 15, 2022 to approve these FY2022 local operating budget transfers for the Chelmsford Public Schools as presented.

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee
From: Jay Lang, Ed.D., Superintendent of Schools
Date: March 11, 2022
Re: Incoming 5th Grade Students - McCarthy and Parker Middle School Student Assignment

At past school committee meetings, we have discussed the “feeder patterns” of the elementary to middle schools in the district. All 4th grade students from Center and South Row Elementary Schools feed/move-up to McCarthy Middle School. While a majority of the Byam Elementary School students feed/move-up to the Parker Middle School, there are a small number of students each year based on their home address that are assigned to the McCarthy Middle School. Similarly, there are a small number of Harrington Elementary School students each year who feed/move-up to the McCarthy Middle School, while most students are assigned to the Parker Middle School. The chart below illustrates our current 4th grade enrollment at each elementary school and the total number of students that will be assigned to each middle school in accordance with our current districting policy:

Table 1: 2022/23 SY Distribution of Current 4th Grade Students to 5th Grade

| Current 4th Grade Students | | # to McCarthy | # to Parker | Total: |
|-----------------------------------|--|----------------------|--------------------|---------------|
| Byam Elementary | | 13 | 101 | 114 |
| Center Elementary | | 106 | 0 | 106 |
| Harrington Elementary | | 19 | 75 | 94 |
| South Row Elementary | | 89 | 0 | 89 |
| Total: | | 227 | 176 | 403 |

From the table above, you will note for next year the distribution of students to McCarthy and Parker Middle Schools is uneven following the current district enrollment (districting) policy. I reviewed the data to determine if it would be possible to alter the policy to allow all interested Byam and Harrington Elementary School students, regardless of address, to attend Parker Middle School. I surveyed the parents of the current 4th grade students affected by the current districting policy to ascertain their interest on the matter. Please see my attached correspondence to parents.

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Of the parents who responded to my survey, sixteen (16) indicated they would prefer to attend Parker Middle School next year, while sixteen (16) preferred to attend McCarthy Middle School. If allowed, the enrollments would be more in-line at both middle schools, this is before students who opt to enroll in private, parochial, or a charter school are removed from the enrollment figures. If approved, the enrollments at this point of the year would be as follows:

**Table 2: 2022/23 SY Distribution of Current 4th Grade Students to 5th Grade
If Parker Requests are Approved**

| | | # to McCarthy | # to Parker | Total: |
|-----------------------------------|--|---------------|-------------|--------|
| Current 4th Grade Students | | 211 | 192 | 403 |

I have attached school committee policies JC – Attendance Areas and JCA – Assignment of Students to Schools for your review. While the policies indicate generally students will attend the school in the attendance areas in which they live, I believe honoring the requested assignments to be in the interests of the children and schools. Further, while the policies referenced grant me permission to make the enrollment adjustment, I have not historically done so and would not want to do so without informing the Committee of this contemplated action. I look forward to discussing this with you at the regular meeting on March 15, 2022.

From: Lang, Jay

Sent: Wednesday, December 29, 2021 8:32 AM

To:

Subject: Chelmsford Public Schools - Important: 5th Grade Middle School Assignment

5th Grade Middle School Assignment

Student:

Good morning,

Your child currently attends the Byam Elementary School as a 4th grade student and will be transitioning to middle school next year. Based on geography and the school district's enrollment map, your child is scheduled to attend McCarthy Middle School as a 5th grade student next year (2022/23). Most 4th grade students attending Byam Elementary School are assigned to Parker Middle School based on their home address. Each year, a few parents reach out to me and inquire if it's possible for their child to attend Parker with most of their current 4th grade class, rather than McCarthy.

In a typical year the enrollment at the two middle schools does not allow for such consideration. However, this year I am projecting a difference in the incoming 5th grade student enrollment at the two middle schools based on geography (McCarthy has more students, Parker has less). While it is too early to make a final decision one way or the other, I would like to get your feedback and opinion on whether you would be interested in your child attending Parker Middle School next year as an incoming 5th grade student, rather than McCarthy Middle School. This is just a poll, nothing is final, I'm simply trying to ascertain if there is even interest in considering such an assignment for your child next year.

I would appreciate it if you would complete the Google survey form at the link below to provide me your initial reaction to this scenario. Again, nothing is final, you are not committing to anything yet. I am just looking for your initial input on the matter as I begin to examine the 5th grade student assignments for next year to determine if this is an action we should consider.

Sincerely,

Jay Lang, Ed.D.

Superintendent of Schools

Google Form: <https://forms.gle/WDFS6EhHhR9PDc2p7>

File: JC - ATTENDANCE AREAS

Attendance areas for the various schools of the town will be drawn up by the Superintendent and approved by the School Committee. The primary considerations that govern the establishment of a school attendance area are school capacity and transportation considerations. Generally, students will attend the school in the attendance area in which they live.

In establishing an attendance area, the following general guidelines will also be applied:

1. Use of safe walking conditions consistent with the Committee's transportation policies; where possible, major traffic thoroughfares and natural barriers will be used for boundaries.
2. Honoring community of interest; where possible, school attendance zones will incorporate community patterns.

From time to time an overcrowded condition in an existing school, the development of new residential areas, or the opening of a new school may require the establishment or change of previously established school attendance areas.

The Committee will confer with community representatives prior to setting new attendance lines. However, the Committee's primary basis for judgment must be equality of educational opportunity for all students rather than the personal desires of any one group.

The Superintendent is authorized to make exceptions to attendance lines for individual children in the best interests of the student and/or the school.

LEGAL REFS.: M.G.L. [71:37C](#); [71:37D](#); [71:37I](#); [71:37J](#)

603 CMR [17.00](#)

603 CMR [26.00](#)

CROSS REF.: [JCA](#), Assignment of Students to Schools

File: JCA - ASSIGNMENT OF STUDENTS TO SCHOOLS

Generally, students will be required to attend school in the attendance area in which they reside, unless the Superintendent has granted special permission.

Special permission may be granted for the following reasons:

1. If the change involves a hardship case or if there are medical considerations.
2. If the change appears to be in the interests of the child, of the schools, and for disciplinary and administrative reasons.
3. If the legal residence of a child changes from one attendance area to another during the school year and the parents wish the child to remain in his/her former school; permission will not extend beyond the current school year.
4. To permit secondary school students to take courses not offered in their assigned schools.

School bus transportation will not be provided for students attending schools outside their attendance area unless they can be accommodated on existing bus routes and schedules; or unless specific permission is granted by the School Committee.

LEGAL REFS.: M.G.L. [71:37C](#); [71:37D](#); [71:37I](#); [71:37J](#)

603 CMR [17.00](#)

603 CMR [26.00](#)

CROSS REF.: [JC](#), Attendance Areas

Update on COVID-19: Case Count, Pool
Testing Initiative, At-Home Rapid Antigen
Test Kit Program Participation, and
Student Vaccination Status

Chelmsford Public Schools

March 15, 2022

Massachusetts COVID-19 Vaccination Data

| Date Published: Thursday March 10, 2022 | | | | | |
|---|------------|------------------------------------|---|------------------|---|
| Town of Chelmsford | | | | | |
| Age Group | Population | Individuals with at least one dose | Individuals with at least one dose per capita | Fully Vaccinated | Fully Vaccinated individuals per capita |
| 5 - 11 Years | 2,775 | 1,967 | 71% | 1,763 | 64% |
| 12 - 15 Years | 1,812 | 1,582 | 87% | 1,447 | 80% |
| 16 - 19 Years | 1,721 | 1,610 | 94% | 1,518 | 88% |

School Level Student Vaccination Status

| Chelmsford Public Schools | | | |
|----------------------------------|-------------------|-------------------------|--------------------|
| School Level Vaccination Data | | | |
| | | | |
| | Enrollment | Fully Vaccinated | % of School |
| Chelmsford High School | 1,351 | 1,160 | 86% |
| | | | |
| McCarthy Middle School | 837 | 617 | 74% |
| Parker Middle School | 728 | 503 | 69% |
| | | | |
| Byam Elementary School | 508 | 347 | 68% |
| Center Elementary School | 501 | 326 | 65% |
| Harrington Elementary School | 470 | 252 | 54% |
| South Row Elementary School | 449 | 260 | 58% |

Pool Testing Participation – School Level

| Chelmsford Public Schools | | | |
|---|-------------------|--|---|
| School Level Data - Participation in Pool Testing | | | |
| | Enrollment | | Individuals enrolled in Pool Testing |
| | | | % of School |
| Chelmsford High School | 1,351 | | 278 |
| | | | 21% |
| McCarthy Middle School | 839 | | 315 |
| | | | 38% |
| Parker Middle School | 726 | | 259 |
| | | | 36% |
| Byam Elementary School | 511 | | 185 |
| | | | 36% |
| Center Elementary School | 501 | | 268 |
| | | | 53% |
| Harrington Elementary School | 470 | | 195 |
| | | | 41% |
| South Row Elementary School | 451 | | 238 |
| | | | 53% |
| Consents Provided as of 3.11.2022: | | | 1,738 |

Chelmsford Public Schools COVID-19 Pool Testing Results

| Test Week | Week Beginning | Total Tests Administered | # Tests Positive | # Tests Negative | % Positivity |
|----------------|----------------|--------------------------|------------------|------------------|--------------|
| 1 | 9.27.2021 | 1,011 | 1 | 1,010 | 0.10% |
| 2 | 10.4.2021 | 1,166 | 2 | 1,164 | 0.17% |
| 3 | 10.11.2021 | 1,175 | 1 | 1,174 | 0.09% |
| 4 | 10.18.2021 | 1,248 | 0 | 1,248 | 0.00% |
| 5 | 10.25.2021 | 1,294 | 3 | 1,291 | 0.23% |
| 6 | 11.1.2021 | 1,280 | 4 | 1,276 | 0.31% |
| 7 | 11.8.2021 | 1,303 | 6 | 1,297 | 0.46% |
| 8 | 11.15.2021 | 1,252 | 1 | 1,251 | 0.08% |
| 9 | 11.29.2021 | 1,285 | 1 | 1,284 | 0.08% |
| 10 | 12.6.2021 | 1,330 | 5 | 1,325 | 0.38% |
| 11 | 12.13.2021 | 1,274 | 2 | 1,272 | 0.16% |
| 12 | 12.20.2021 | 1,285 | 6 | 1,279 | 0.47% |
| 13 | 1.3.2022 | 1,221 | 39 | 1,182 | 3.19% |
| 14 | 1.10.2022 | 1,192 | 26 | 1,166 | 2.18% |
| 15 | 1.18.2022 | 1,182 | 21 | 1,161 | 1.78% |
| 16 | 1.24.2022 | 1,189 | 17 | 1,172 | 1.43% |
| 17 | 1.31.2022 | 1,187 | 6 | 1,181 | 0.51% |
| 18 | 2.7.2022 | 1,178 | 7 | 1,171 | 0.59% |
| 19 | 2.14.2022 | 1,147 | 6 | 1,141 | 0.52% |
| 20 | 2.28.2022 | 1,220 | 6 | 1,214 | 0.49% |
| 21 | 3.7.2022 | 1,168 | 4 | 1,164 | 0.34% |
| | | | | | |
| TOTALS: | | 25,587 | 164 | 25,423 | 0.64% |

Chelmsford Public Schools

At-Home Rapid Antigen Test Kit Participation

| School / Location | Students | Staff | Total Registrations (3.11.2022) |
|------------------------------|----------|--------|---------------------------------|
| Byam Elementary School | 277 | 77 | 354 |
| Center Elementary School | 298 | 87 | 385 |
| Harrington Elementary School | 250 | 75 | 325 |
| South Row Elementary School | 241 | 64 | 305 |
| McCarthy Middle School | 393 | 105 | 498 |
| Parker Middle School | 329 | 90 | 419 |
| Chelmsford High School | 459 | 157 | 616 |
| Westlands School | 136 | 53 | 189 |
| Central Office | | 19 | 19 |
| | | | |
| | | TOTAL: | 3,110 |

Chelmsford Public Schools Weekly COVID-19 Dashboard

Positive COVID-19 Cases in Chelmsford Public Schools

The data in the table below represents the number of positive COVID-19 cases involving students and staff in the Chelmsford Public Schools during the reporting period specified.

Please note the following definitions:

1. Reported positive cases for students: Number of reported positive cases for students who are enrolled in the school.
2. Reported positive cases for staff: Number of reported positive cases for district staff members employed by the school district.

A weekly report will be posted each Friday.

| School | Number of STUDENTS with confirmed positive cases from 3/3 to 3/9 | Number of district STAFF with confirmed positive cases from 3/3 to 3/9 |
|------------------------------|--|--|
| CHIPs Integrated Pre-School | 1 | 0 |
| Lions Pride Pre-School | 0 | 0 |
| Byam Elementary School | 4 | 1 |
| Center Elementary School | 3 | 0 |
| Harrington Elementary School | 2 | 1 |
| South Row Elementary School | 1 | 1 |
| McCarthy Middle School | 2 | 0 |
| Parker Middle School | 0 | 0 |
| Chelmsford High School | 0 | 0 |

CHELMSFORD PUBLIC SCHOOLS

*Office of Human Resources
230 North Road, Chelmsford, MA 01824
Telephone: (978) 251-5100 Fax: (978) 251-5110*

To: Dr. Jay Lang, Superintendent

From: Robyn Corbett

Date: February 9, 2022

Re: Personnel Report: January 2022

Please see the attached Personnel Report which includes retirements, resignations, new hires and assignment changes. Thank you for sharing this report with members of the Chelmsford School Committee.

Personnel Report – January 2022

New Hires

Aufiero, Mary

Interim Kindergarten Teacher

Byam Elementary School

Effective date: 1/10/22

Jessica Erickson

Interim Grade 4 Teacher

Center Elementary School

Effective date: 2/14/22

Ryan, Timothy

Interim Grade 7 Math Teacher

McCarthy Middle School

Effective date: 1/17/22

Resignations:

Cappella, Kristene

Lunch/Recess Aide

Parker Middle School

Effective date: 1/4/22

Furtado, Julianne

ABA Paraprofessional

Parker Middle School

Effective date: 2/11/22

Hall, Amanda

Special Education Secretary

District

Effective date: 1/28/22

Labenski, Leeanna

Paraprofessional

Center Elementary School

Effective date: 1/28/22

Maine, Linda

Lunch/Recess Aide

Harrington Elementary School

Effective date: 1/21/22

Miller, Cheryl

Lunch/Recess Aide

South Row Elementary School

Effective date: 1/24/22

Robbins, Johanna

Paraprofessional

CHS

Effective date: 1/7/22

Sahoo, Mamata

Paraprofessional

Parker Middle School

Effective date: 1/5/22

Senkal, Caroline

Lunch/Recess Aide

Byam Elementary School

Effective date: 1/28/22

Wood, Christine

Wrap Around Lion's Pride

CHIPS

Effective date: 1/28/22

[Retirements:](#)

[Assignment Changes:](#)

CHELMSFORD PUBLIC SCHOOLS

*Office of Human Resources
230 North Road, Chelmsford, MA 01824
Telephone: (978) 251-5100 Fax: (978) 251-5110*

To: Dr. Jay Lang, Superintendent

From: Robyn Corbett

Date: March 9, 2022

Re: Personnel Report: February 2022

Please see the attached Personnel Report which includes retirements, resignations, new hires and assignment changes. Thank you for sharing this report with members of the Chelmsford School Committee.

Personnel Report – February 2022

New Hires

Assini, Shevaun

Nurse

Harrington Elementary School

Effective date: 2/7/22

Richerd Gladius, Judith

Paraprofessional

Center Elementary School

Effective date: 2/14/22

Resignations:

Cote, Andrea

Special Education Teacher – Grade 7

Parker Middle School

Effective 3/9/22

Prevost, Samantha

Grade 2 Teacher

Center Elementary School

Effective date: June 24, 2022

Weick, Dena

Speech-Language Pathologist

Parker Middle School

Effective date: 3/4/22

Retirements:

Assignment Changes:

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee
From: Jay Lang, Ed.D., Superintendent of Schools
Date: March 14, 2022
Re: School Committee Policy Updates

On September 1, 2020, our school committee approved a supplemental policy (ECB) recommended by the Massachusetts Association of School Committees pertaining to matters related to the COVID-19 pandemic and operation of schools. The supplemental policy was effective upon the school committee's vote until the end of the state of emergency as declared by Governor Baker. A copy of the policy is attached for reference. On June 15, 2021, Governor Baker ended the state of emergency in the Commonwealth of Massachusetts and the policy ceased. No further action on supplemental policy ECB is required at this time, it is no longer in effect.

Currently enacted school committee policy BEDH – Public Comment at School Committee Meetings and policy BEDH-E – Guidelines for Public Comment remain in effect. A copy of the policies are attached for reference. Our school committee approved a “procedure for in-person public participation at school committee meetings” during the pandemic to allow for public participation at regular and special school committee meetings to continue in a healthy and safe fashion during the pandemic. A copy of the procedure is attached for reference. The school committee may desire to rescind the procedure at this time given the lifting of COVID-19 restrictions in our community and statewide. Further, I would suggest the committee discuss requiring community members to still register to speak on agenda items in advance of public meetings and amending our current policy(s) to provide for such requirement. Registering to speak in advance of the meeting does not hinder any resident's ability to attend and provide comment on a matter before the school committee; registering to speak allows for the scheduling of the speaker at the appropriate portion of the agenda given the desired subject matter and our posted agenda items.

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee
From: Jay Lang, Ed.D., Superintendent of Schools
Date: August 31, 2020
Re: School Committee Policy Updates

I reviewed the recent recommend COVID-19 Pandemic guidance document and recommended supplemental policy from the Massachusetts Association of School Committees. I have attached the supplemental policy (Policy ECB Supplemental) for school committee consideration. This emergency/interim policy would be effective upon majority vote of the school committee and cease upon the end of the emergency as declared by the governor.

General (Interim) Policy on COVID-Related Issues File: EBC Supplemental

The School Committee takes note of the COVID-19 emergency; resulting disruption of the traditional school day and year; growing concerns of students, families and the community; and the growing number of issues that will affect public education.

Therefore, the school committee establishes an emergency, interim policy to:

- promote public safety and safety of students and faculty,
- maintain to the extent possible the high and efficient level of educational services,
- ensure support for students in general and in particular for those at highest risk educationally as well as those at social and economic risk, and
- comply with the emergency orders of the governor and adhere to the extent possible, to the guidance of the Department of Elementary and Secondary Education and other agencies of state and federal government, and expedite the safest strategy for returning students to school.

The school committee will approve the final plan submitted to DESE which will outline its strategy for returning students to school and will, in collaboration with the superintendent, make such modifications to the “back to school plan,” and district policy, and will authorize the superintendent to suspend, revise or create protocols to facilitate the safe return to school.

The superintendent will designate the appropriate staff members to oversee the safe administration of COVID-related policies during the period of the pandemic emergency and shall make such recommendations to the school committee as needed.

The school committee will authorize the superintendent to act expeditiously in executing the “back to school” plan in accordance with current law and regulation and will, where noted, authorize the superintendent to suspend, revise, or recommend policies, rules and protocols as needed to serve the best interests and safety of students, their families, and the community.

The “back to school” plan shall constitute the policy of the school district during the pandemic emergency, and the superintendent shall exercise the authority provided in law to carry out the plan as needed.

- General district goals affected by the pandemic.

The superintendent, with the advice and consent of the school committee, may suspend or modify individual district policies to address the COVID-19 emergency as declared by the governor. Such suspension of policy shall expire upon the end of the emergency as declared by the governor.

The goal of emergency pandemic policies shall be to:

- ensure the safety and health of students, faculty, staff, and all persons who may come in contact with them;

- provide the most effective educational services as possible to students under the circumstances;
 - authorize changes to operating protocols as needed to open and operate schools effectively from various venues or platforms;
 - conduct the district business and operational functions of the district as efficiently as possible;
 - allow the superintendent and staff to act quickly to carry out a “back to school” plan and,
 - facilitate the re-establishment of a safe and productive school day and year.

- Student assignment to schools (File JCA)

Subject to the guidance from the Department of Elementary and Secondary Education, the superintendent may suspend or revise the assignment of students to schools, including the assignment of new students for such a period as the emergency declaration is in force.

- School calendar (File IC/ICA)

Subject to the guidance from the Department of Elementary and Secondary Education and the provisions of collective bargaining agreements, the superintendent may suspend or revise the school calendar with the approval of the school committee.

- Class size (File IIB)

In order to maintain healthy, safe, and effective classrooms, the superintendent may suspend district policy on class size, subject to the provisions of the collective bargaining agreements where applicable.

- Attendance (File JH)

Subject to operative law and regulations, suspend, modify or adapt policies related to student attendance including the link between and absences when appropriate, (including the link between attendance and grades), chronic absence policies, and accommodations for students requiring special placements

- Time on learning (File IC/ICA and ID)

Subject to the guidance from the Department of Elementary and Secondary Education and the provisions of collective bargaining agreements, the superintendent may suspend or amend requirements for time on learning for the duration of the COVID pandemic.

- Grading and retention (File IKE)

In accordance with guidance from the Department of Elementary and Secondary Education, the superintendent may propose, subject to the approval of the school committee, modifications to the policy of the district for grading and retention of students.

- Special education (File IHB, IHBA, IHBA, IHBF)

The superintendent and school committee should be mindful that attainment of a high school diploma may render certain students ineligible for further services.

- Discipline and Suspension/Expulsion with home schooling rights (File JIC, JK)

The “back to school” plan recommended by the superintendent and subject to the approval of the school committee shall contain protocols for serving students who are disciplined or suspended during the pandemic emergency.

Further, the superintendent shall provide in these “back to school” plans provisions for students were disciplined or suspended or who may elect to remain at home under the provisions of the policies related to home schooling, or who may elect remote learning in the interests of safety or health concerns.

- Exemptions for particular groups of students (i.e., use of masks for youngest children, high risk students) (File JL)

The superintendent shall provide protocols to principals and teachers regarding students who may require special exemptions from health and safety standards during the pandemic emergency. Such protocols may address exemption for utilizing support animals.

- Job descriptions (File GCA)

The superintendent may revise job descriptions for district staff, considering the provisions of current collective bargaining agreements, in order to secure the safety and health of students and staff, establish effective communications between school and community, maintain facilities, transport students as needed, provide food services, and acquire necessary materials to operate schools safely and securely during the pandemic. The superintendent will inform the school committee of any such changes. Any changes to job descriptions shall expire at the end of the declared emergency situation.

- STUDENTS AT RISK (JIE, JL, JLC, JLCC)

During the COVID pandemic, the superintendent or principal of a school may revise or suspend provisions of policy to facilitate the education of students at risk or with special physical needs or their family caregivers, including, but not limited to caring for or

educating students with disabilities, illness, pregnancy, childrearing responsibilities, or special education needs consistent with law and regulation.

- Privacy of Students. (File JRA)

During the pandemic, the rights to privacy held by students and their families shall not be abridged by the public schools. Such rights extend to the confidentiality of student academic records, health data, economic status, and other such information as may be considered confidential by law.

Massachusetts law prohibits the recording of individuals without their permission. Similarly, students may not be recorded in classrooms by audio, visual, or remote means without the permission of parents or, if of age, by individual students. During periods of remote learning, the privacy of students participating in on-line classes shall not be violated by recording them without appropriate permissions.

- Pivoting back to remote learning, or back to in-school instruction

The superintendent shall incorporate into the “back to school” plan protocols for modifying these plans including addressing the needs of students who may require reversion from in-school to remote learning modalities because of the pandemic emergency.

- Home schooling File IHBG (temporary), home-bound instruction File IHBF (e.g., students with physical disabilities) and remote instruction for students in quarantine

The “back to school” plan shall provide for students who are temporarily homebound due to illness, quarantine, or disability

- Public Safety Officers, including the school resource officer (MOA with the local police.)

Subject to current law or regulation, the superintendent shall report to the school committee of any change in status of the school resource officer. (If the district eliminates visitors to school during the school day, the SRO may be impacted.)

- Eligibility for participation in extra-curricular activities, including sports (File JJ)

Subject to law, regulation and standards established by the appropriate and legitimate regulatory body, the superintendent may propose changes to district protocols for participation in extracurricular activities including sports subject to the rules established by the Massachusetts Interscholastic Athletic Association.

- Attendance vs. participation in events (File JH and Student/Athletic Handbooks)

Subject to law, regulation or emergency declaration, the superintendent may propose protocols or modifications or suspensions of district policies regarding attendance by students or the public in school events including, but not limited to assemblies, sports events, large gatherings, or other programs.

- Visitors in schools and buildings (File KI)

Subject to current emergency declarations, the superintendent may propose suspension or modification to district policies regarding visitors to school buildings during the school day and after school hours.

- Illness and contact tracing (File JLCC)

Subject to the provisions of the “back to school” plan, the superintendent may establish protocols for tracking student contacts as a means of locating others from whom students may contract or expose other persons to the CORVID-19. Such protocols will be consistent with law and regulation and be consistent with standards to protect the privacy of students, their families, and other persons.

- Transportation and busing (File EEA, EEAA, EEAE, EEAG)

Subject to current law and regulation, the superintendent may suspend or modify policies related to the transportation of students by the school district. Legal requirements relating to IEP’s that contain transportation for students shall not be altered without the appropriate family consent. These modifications shall be consistent with the district “back to school” plan.

- Operations and plant maintenance (File EC, ECA)

Subject to the provisions of law, regulation and collective bargaining agreements, the superintendent may suspend or amend current policy to ensure the efficient operation of business functions and maintenance of school buildings and other such offices as the district maintains.

File: BEDH - PUBLIC COMMENT AT SCHOOL COMMITTEE MEETINGS

All regular and special meetings of the School Committee shall be open to the public. Executive sessions will be held only as prescribed by the Statutes of the Commonwealth of Massachusetts.

The School Committee desires citizens of the District to attend its meetings so that they may become better acquainted with the operations and the programs of our local public schools. In addition, the Committee would like the opportunity to hear the wishes and ideas of the public.

In order that all citizens who wish to be heard before the Committee have a chance and to ensure the ability of the Committee to conduct the District's business in an orderly manner, the following rules and procedures are adopted:

1. At the start of each regularly scheduled School Committee meeting, individuals or group representatives will be invited to address the Committee. The Chair shall determine the length of the public participation segment.
2. Speakers will be allowed three (3) minutes to present their material. The presiding Chair may permit extension of this time limit.
3. Topics for discussion must be limited to those items listed on the School Committee meeting agenda for that evening.
4. Improper conduct and remarks will not be allowed. Defamatory or abusive remarks are always out of order. If a speaker persists in improper conduct or remarks, the Chair may terminate that individual's privilege of address.
5. All remarks will be addressed through the Chair of the meeting.
6. Speakers may offer such objective criticisms of the school operations and programs as concern them, but in public session the Committee will not hear personal complaints of school personnel nor against any member of the school community. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving staff members.
7. Written comments longer than three (3) minutes may be presented to the Committee before or after the meeting for the Committee members' review and consideration at an appropriate time.

File: BEDH-E - GUIDELINES FOR PUBLIC COMMENT

A School Committee Meeting is a meeting of a government body at which members of the body deliberate over public business. We welcome the attendance of members of the school district community to view your School Committee as it conducts its regular business meeting.

Massachusetts General Laws Chapter 30A Section 20(f) governs public participation at open meetings covering all public bodies.

Chapter [30A:20](#) [Notice, Remote Participation, Public Participation, Certification]

(f) No person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.

The School Committee believes that the school district community should have an opportunity to comment to the Committee on issues that affect the school district and are within the scope of the Committee's responsibilities. Therefore, the Committee has set aside a period of time at each School Committee meeting to hear from the public. In addition, if the Committee believes that an issue requires a dialogue with the school district community, the Committee may schedule a separate public hearing on that issue.

Any citizen who wishes to make a presentation to the School Committee on an item which is of interest to him/her and within the scope of the Committee's responsibilities may request to be placed on the agenda for a particular meeting. Such request should be in writing and should be received by the Superintendent of Schools at least one week prior to the date of the meeting. Such request should contain background statements which would explain the scope and intent of the agenda item. The Chair of the Committee works with the Superintendent to formulate the meeting agendas. Together they will determine whether or not to place an item on the agenda and if the item is to be taken up they will also determine when to place an item on the agenda and all parameters to be required of the presenter.

Here are the general rules for the Committee's public comment period:

1. Public Comment shall be for a period of 20 minutes and shall generally follow the opening of the meeting. The Committee reserves the right to rearrange its agenda to accommodate scheduled presenters.
2. Any citizen wishing to speak before the Committee shall identify themselves by name and address and shall speak for no longer than 3 minutes. No citizen may speak more than once without permission of the Chair. All citizens shall speak to the full Committee through the Chair and shall not address individual members or administrators.

3. Individuals may address topics on the agenda. The Chair shall rule out of order any individual who fails to honor the guidelines or who addresses a matter inappropriate for public comment.

4. Any Committee member may direct questions to the speaker through the Chair in order to clarify comments of the speaker.

Procedure for in-person public participation at school committee meetings

The school committee, adhering to local and state guidelines on conducting public meetings, will determine when in-person public participation is allowed.

If in-person public participation has been deemed allowed, the following procedure will be followed:

- Anyone wishing to speak in-person during the public participation portion of the meeting must provide their name, address and posted agenda item they would like to speak on to Superintendent Lang by no later than 4:00 p.m. on Monday afternoon before the scheduled meeting.
- Please remember that public participation at the beginning of the meeting must be about one of the topics that is on that meeting's agenda.
- All those registered to speak during the public participation portion will be asked to arrive at the Central Administration building between 5:45 p.m. – 6:00 p.m. unless otherwise notified of a different time.
- Those registered to speak must have a mask on when they enter the building and keep their mask on the entire time, including when they get up to address the committee.
- Upon entering the building, all those registered to speak must sign the contact tracing binder at the front desk.
- After signing in, participants may enter the meeting room and take one of the socially distanced seats set up at the back of the room.
- In the event that there are more people registered to speak than can be safely spaced out to ensure social distancing, participants will be given a specific time to attend and will be asked to leave the meeting area when done.
- When it is your turn to speak at the meeting you will be called up to the speaking area to make your comments.
- Please try to keep your comments to no more than 3-5 minutes so that everyone has a chance to speak. Please be aware that the committee will address your comments or questions when the committee gets to that item on the agenda.
- When finished speaking, the speaker will be asked to sanitize the speaking area with the provided sanitizing spray/wipes for the next speaker.
- When the public comment portion of the meeting is completed, participants will be asked to leave the meeting area so that any in-person presenters scheduled for the meeting can enter the meeting area.
- If other groups will be arriving to present or speak after the public input portion of the meeting, the seating area will be sanitized before the next group enters the room.

Those members of the school staff that will making an in-person presentation at the meeting will be given a time to arrive at the Central Administration building and will be asked to adhere to the procedures listed above. If multiple groups are schedule to present, each group will be given a time slot to attend and will be asked to leave the meeting area when done so that the next group can enter.

All members of the public planning to attend to make a comment or a presentation are encouraged to use the provided hand sanitizer when entering and leaving the meeting area. If you are not feeling well on the day of the meeting you are asked to stay home and e-mail one of the members of the committee with your comments rather than attending in person.

Approval of Field Trips and Travel Requests

1.) Chelmsford High School

Qualifying DECA Students

MA State DECA Competition

March 10 – 12, 2022*

Boston, MA

* Seeking retroactive approval from school committee

1-26-22

FIELD TRIP APPLICATION FORM

CHELMSFORD PUBLIC SCHOOLS

230 North Road, Chelmsford, MA 01824
Phone (978) 251-5100

Teacher Sub(s) Needed:

YES NO

Full-Day Sub(s)

Half Day Sub(s)

needed for: AM / PM



Please fill out application form completely. Please print. * Apply for only one trip per form.

School Requesting Permission: CHS PARKER McCARTHY

BYAM CENTER HARRINGTON SOUTH ROW

Day(s) of Week for Trip: MON TUE WED THR FRI SAT SUN

Trip Date: 3 / 10 / 22 If Overnight Trip, Return Date: 3 / 12 / 22

Requests for school day field trips should be made at least thirty calendar days in advance. All overnight trip requests should be two months in advance and will be submitted to the School Committee for final approval.

Faculty Trip Sponsor: Sousa and Shupe Cell Phone: 978 930-0845

Grade, Group, Class(es) or Course(es): DECA

Total Number of Students: 13-17 Number of Male 6 Number of Female 11

Number of Students Assigned Per Chaperone: _____

Total Number of Chaperones: 2 Number of Male 0 Number of Female _____

Non-faculty chaperones must be over 25 years of age and must have a CORI submitted at time of application.
Tom Sousa and Andy Shupe

Faculty/Chaperones (Names): _____ Cell Phone #: 978 930-0845

Faculty/Chaperone with Epi-Pen Designation (Name): Tom Sousa

If applicable _____

Is a Nurse Needed? Yes No

Prior to booking a field trip, speak to your building school nurse to evaluate if there are individuals with special or medical needs participating in this trip. If yes, the nurse will need to evaluate whether a parent, staff member, or nurse will be required to attend the trip with student.

Reviewed by: Laura Sullivan 1/25/22
Signature of School Nurse Date

Event/Purpose of the Trip: DECA State Conference

Curriculum Standard Addressed by Trip (Reason for the Trip)
2nd level of competition in business related areas. District competition was held on January 12th

Boston Copley Marriott

Destination: _____ () _____

Facility 110 Huntington Ave Boston, MA Facility Telephone _____

Facility Street Address _____ City _____ State _____

2:30 _____ 1:00 _____

Estimated Leave Time: _____ a.m. / p.m. Estimated Return Time: _____ a.m. / p.m.

No. of Regular School Buses Needed: ¹ _____ No. of Wheel Chair Accessible Buses Needed: _____

District Transportation Department will try to secure bus(es) from Transportation Company. Transportation to and from school takes precedent over any other field trip transportation request. After your bus request is processed, you will receive a quoted price and written confirmation from the Transportation Department. If no Chelmsford buses are needed, what are your alternate transportation arrangements?

(Changes in plans must be reported to the Principal's Office before the day of the trip.)

PAC

Bus Pick-Up Location (be specific) _____

Equipment Space Needed (such as music instruments): Yes _____ NO _____

Equipment: _____

Please indicate if bus space is needed for equipment. All equipment (athletic, music, or luggage) must be secured, must not obstruct the vision of the bus driver, and the bus aisle must be kept clear.

Meal Plans: Thursday and Friday Dinner, Friday Lunch, Friday and Saturday Breakfast included

TRIP COST/FUNDING

Price per Bus: \$ _____ Total Cost of Bus Transportation \$ _____

Total Price of event \$ _____

Additional Costs \$ _____

Total Cost of Trip \$ _____

School/Org. to pay for: _____ \$ _____

Student paying \$ _____ per person for: _____ \$ _____

Please list any other circumstances that may affect the trip:

Submitted by: Thomas Sousa 18-January-2022

Signature of Trip Sponsor _____ Date _____

Approved by: Mark A. Sweeney _____ Date Jan 25, 2022

[Signature] _____ Date 1/25/22
Signature of Building Principal _____ Date _____

If an overnight trip, attach an itinerary and lodging information complete with name, location, & phone

TENTATIVE AGENDA
2022 MA DECA
63rd annual STATE CAREER DEVELOPMENT CONFERENCE
March 10, 11 and 12, 2022

Thursday, March 10

TIME

ACTIVITY *(all activities @ Marriott, unless otherwise noted)*

By Size

Registration (Advisors Only)

2:45 P.M.

Chapters with 100 plus participants

3:00 P.M.

Chapters with 50-99 participants

3:15 P.M.

Chapters with 25-49 participants

3:30 P.M.

Chapters with 1-25 participants

4:00 P.M.

Event Directors Meet

4:45 P.M.

Officer Candidates Meet

4:45 P.M.

Meeting for all Advisors

5:30 P.M.

Dinner @ Hynes

7:30 P.M.

Opening Session (for all conference attendees) @ Hynes

After Opening Session

Participants' Briefing:

Principle Events @ Marriott

Personal Financial Literacy Event @ Marriott

Individual Series Events @ Marriott

Quiz Bowl participants @ Marriott

Team Decision Making Events @ Marriott

Business Operations & Research Events @ Hynes

Project Management Events @ Hynes

Entrepreneurship Events @Hynes

Integrated Marketing Campaign Events @ Hynes

Professional Selling & Consulting Events @ Hynes

School Based Enterprise Event @Marriott

11:00 PM

Curfew

**TENTATIVE AGENDA
2022 MA DECA
63rd annual STATE CAREER DEVELOPMENT CONFERENCE
March 10, 11 and 12, 2022**

Friday, March 11

| <u>TIME</u> | <u>ACTIVITY</u> <i>(all activities @ Marriott, unless otherwise noted)</i> |
|-----------------------|---|
| 6:00-8:00 A.M. | Boxed Breakfast (Open seating) |
| 7:00-8:30 A.M. | Judge's Arrival and Reception |
| 8:00 A.M.- 4:00 P.M. | Officer Candidate Campaign tables |
| 8:30 A.M. | Judge's Briefing |
| 8:30 A.M. | Quiz Bowl Begins |
| 8:30-4:00 P.M. | Exhibitor Tables |
| 9:00 A.M.- 5:00 P.M. | Oral component for all events: refer to schedule |
| 9:00 A.M.- 4:00 P.M. | Workshops Check conference app for details and locations |
| 11:30 A.M.- 2:00 P.M. | Student Boxed Lunch pick-up at the Hynes CC, Hall C |
| 11:30 A.M.-2:00 P.M. | Advisor & Judges' Luncheon-at Marriott or Hynes Convention Ctr |
| 5:00-6:30 P.M. | Business & Election Session @ Hynes Convention Center |
| 5:00-7:00 P.M. | Dinner @ Hynes Convention Center |
| 7:30-9:15 P.M. | Achievement Awards (Mini) Session @ Hynes Convention Center |
| 9:30-11:15 P.M. | DECA Cornhole-Conference T-shirt required |
| 9:30-11:15 P.M. | Trivia-Conference T-shirt required |
| 9:30-11:15 P.M. | Hypnotist in Hynes CC Auditorium or Sheraton Ballroom |
| 11:30 PM | Curfew |

Saturday, March 12

| <u>TIME</u> | <u>ACTIVITY</u> |
|------------------------|---|
| 7:30-9:30 A.M. | Boxed Breakfast (Open Seating) @ Marriott, Sheraton & Hilton |
| 8:00-9:30 | Luggage Storage (refer to conference app for drop off location) |
| By 9:30 A.M. | Vacate student rooms |
| By 9:30 AM | Checkout (Advisors Only) |
| 10:00 A.M.- 12:00 P.M. | Grand Awards Session @Hynes |
| 12:00 P.M. | Pick-up evaluation forms @ Hynes |