INFORMATION ONLY: PERSONNEL REPORT OF THE SUPERINTENDENT March 11, 2024

<u>RETIREMENT- Teacher:</u>

<u>Name</u>	Assignment:	Effective Date
Albert Carfora	Grade 5 Betsy Ross Magnet School General Funds 19041055-50115	06/30/2024
<u>RESIGNATION- Teachers:</u>		
Name	Assignment:	Effective Date
Cary Draper	Grade 1 Edgewood Magnet School General Funds 19041012-50115	06/30/2024
Abbey LiPuma	Kindergarten Celentano Magnet School General Funds 19041048-50115	03/28/2024
Mathew Nierenberg	Special Education Metropolitan Business Academy General Funds 19049060-50115	03/15/2024
Joseph Santilli	Math Edgewood Magnet School General Funds 19041112-50115	03/15/2024
Ekaterina Vetrov	Art Wilbur Cross High School General Funds 19042161-50115	03/08/2024

RESIGNATION- Non-Instructional Staff:

<u>Name</u>	Assignment:	Effective Date
Vanessa Bennett	School Security Officer Itinerant General Funds 19047348-50127	02/27/2024
Elijah Stafford	School Security Officer Itinerant General Funds 19047300-50127	02/29/2024

TRANSFER – Teacher:

<u>Name</u>	<u>From</u>	<u>To</u>	Effective Date
Ashley Stockton	Kindergarten Worthington Hooker General Funds 19042032-50115	Kindergarten Truman School Replacing: Patricia Hebert General Funds 19041029-50115	3/18/2024

TRANSFER – Paraprofessional Staff:

Name	<u>From</u>	<u>To</u>	Effective Date
Miriam Nunez	School Readiness Head Teacher School Readiness Head Start PA 22 Basic 25325279-08-50128	Head Start Head Teacher John S. Martinez Replacing: Katrina Martinez Head Start PA 22 Basic 25325279-08-50128	03/18/2024

<u>CORRECTION/CHANGE ITEMS</u>: The following items are previous Board Actions approved. The action items below represent all the necessary changes and/or corrections.

CORRECTIONAL/CHANGE IN FUNDING – Teacher:

Name	From	<u>To</u>
Amy Paolini	19041001-50115	19041008-50115

<u>CORRECTIONAL/CHANGE IN FUNDING – Non-Instructional Staff:</u>

<u>Name</u>	<u>From</u>	<u>To</u>	Effective		
Verlessie Barnes-Shoulders	25476106-50118	25310062-50118	07/01/2023		
CORRECTIONAL/CHANGE IN START DATE – Paraprofessional Staff:					
<u>Name</u>	<u>Assignment</u>		Effective Date		
Tiana Allen	2/27/2024		2/29/2024		

FAMILY & MEDICAL LEAVE ACT: LEAVE OF ABSENCE REPORT

The following are listed for information only, having met the requirements for absence under the Family & Medical Leave Act. The dates listed are estimates only. They will remain on payroll so long as they have accrued sick days.

FMLA LEAVE OF ABSENCE – Administrator:

<u>Name</u>	<u>Assignment</u>	Effective Date
Cynthia Linke	Assistant Principal Fair Haven School General Funds 19044016-50113	04/01/2024-06/14/2024
FMLA LEAVE OF AB	<u>SENCE – Teachers:</u>	
<u>Name</u>	Assignment	Effective Date
Jodi Baker	Science James Hillhouse High School General Funds 19041462-50115	03/06/2024-04/05/2024
Steven Decrosta	Physical Education James Hillhouse High School General Funds 19040362-50115	01/31/2024-02/07/2024

Timothy Eng	English James Hillhouse High School General Funds 19041662-50115	04/22/2024-06/14/2024
Lynn Gehr	Kindergarten King/Robinson Magnet School Inter-District Funds 27041030-50115	03/04/2024-03/15/2024
Dawn Kountz	Talented and Gifted Itinerant General Funds 19042098-50115	01/31/2024-04/12/2024
Meghan Krause	Grade 3 Clemente Leadership Academy General Funds 19041042-50115	02/13/2024-02/27/2024
FMLA I FAVE OF ABSENC	CE – Non-Instructional Staff:	
TVILA LEAVE OF ADSENCE	<u>1 (on Instructional Statt.</u>	
<u>Name</u>	<u>Assignment</u>	Effective Date
		<u>Effective Date</u> 01/16/2024-04/09/2024
<u>Name</u>	<u>Assignment</u> Parent Involvement Coordinator Social Development Priority Schools	
<u>Name</u> Augustine Hunter	Assignment Parent Involvement Coordinator Social Development Priority Schools 25795319-50118 School Security Officer Itinerant General Funds 19047310-50127	01/16/2024-04/09/2024
<u>Name</u> Augustine Hunter Betsy Rosario	Assignment Parent Involvement Coordinator Social Development Priority Schools 25795319-50118 School Security Officer Itinerant General Funds 19047310-50127	01/16/2024-04/09/2024

MEDICAL LEAVE OF ABSENCE – Teachers:

Name	Assignment	Effective Date
Phara Dorleans	Foreign Language Mauro/Sheridan Magnet School General Funds 19041719-50115	01/16/2024-02/23/2024
Jenna Mitchell	Kindergarten Beecher Magnet School General Funds 19041003-50115	03/05/2024-04/29/2024
MEDICAL LEAVE OF ABS	SENCE – Paraprofessional Staff:	
Name	<u>Assignment</u>	Effective Date
Kenia Cuevas	Grade 1 Assistant Teacher Mauro/Sheridan Magnet School Inter-District Funds 27041019-50128	03/04/2024-04/05/2024
Jamasia Williams	Grade 1 Assistant Teacher Ross/Woodward Magnet School Inter-District Funds 27041010-50128	03/01/2024-04/12/2024
MEDICAL LEAVE OF ABS	SENCE EXTENSION – Teachers:	
Name	<u>Assignment</u>	Effective Date
Tracy Harris	Kindergarten Ross/Woodward Magnet School Inter-District Funds 27041010-50115	02/21/2024-05/17/2024
Cheryl Luzzi	Grade 4 Barack Obama Magnet School General Funds 19041028-50115	02/01/2024-06/14/2024

MEDICAL LEAVE OF ABSENCE EXTENSION – Non-Instructional Staff:

General Funds 19049009-50128

Name	Assignment	Effective Date	
Antoinette De Barros	Building Manager Grade Schools-Custodial General Funds 19047407-50121	01/02/2024-03/15/2024	
INTERMITTENT FMLA LF	CAVE OF ABSENCE – Teacher:		
<u>Name</u>	Assignment	Effective Dates	
Lynn Gehr	Kindergarten King/Robinson Magnet School Inter-District Funds 27041030-50115	02/21/24-03/01/2024 03/18/2024-06/14/2024	
INTERMITTENT FMLA LE	CAVE OF ABSENCE – Non-Instructional Staff:		
Name	Assignment	Effective Date	
Zoraida Berrios	Administrative Assistant Gateway Title 1 Support Services 25315254-50124	01/02/2024-01/02/2025	
<u>INTERMITTENT FMLA LEAVE OF ABSENCE – Paraprofessional Staff:</u>			
Name	Assignment	Effective Date	
Adrianne Douglas	Special Education Assistant Teacher Davis Magnet School	02/22/2024-06/30/2024	

<u>RETURN OF LEAVE OF ABSENCE – Teachers:</u>

Name	Assignment	Effective Date
Amy Brazauski	English High School in the Community General Funds 19041666-50115	02/21/2024
Steven Decrosta	Physical Education James Hillhouse High School General Funds 19040362-50115	02/08/2024
Meghan Delvecchio	TESOL Worthington Hooker General Funds 19041238-50115	03/06/2024
David Howe	Special Education Sound School General Funds 19049067-50115	02/26/2024
Meghan Krause	Grade 3 Clemente Leadership Academy General Funds 19041042-50115	02/28/2024
Lisa Rappa	Science Wilbur Cross High School General Funds 19041461-50115	02/27/2024
Shanice Stephens	Special Education James Hillhouse High School General Funds 19049062-50115	02/27/2024

Dr. Madeline Negrón Superintendent of Schools



NEW HAVEN BOARD OF EDUCATION

INFORMATION ONLY

- Purchase Order under Sole Source 29172X with Severin Intermediate Holdings, LLC dba Power School Group LLC to provide Powerschool load balancer upgrade which includes a new kemp technologies load balancer, from March 1, 2024 to February 28, 2025 in an amount not to exceed \$1,250.00. Funding Source: 2023-2024 Operating Budget Acct. # 190-47200-56694
- Purchase Order under State Contract 19PSX0088 with Utility Communications, Inc. to provide Wooster PI security enhancements from March 11, 2024 to June 30, 2024 in an amount not to exceed \$15,559.69. Funding Source: 2023-2024 Capital Projects Acct. # 3C24-2461-58101
- Agreement with Tanaeya Ervin, LCSW, to provide social and emotional support for students attending St. Thomas Day School under the Title IVA Non-Public Grant, from March 12, 2024 to June 28, 2024, in an amount not to exceed \$5,400.00.
 Funding Source: Title IVA Program Acct. #2511-6291-56905-NP07
- Agreement with Southern Connecticut State University, School of Nursing, to provide a career exposure opportunity to students at Nathan Hale School, from March 12, 2024 to May 31, 2024, in an amount not to exceed \$5,107.74.
 Funding Source: ARP ESSER III Carryover Program Acct. #2553-6399-56694-0116



<u>NEW HAVEN BOARD OF EDUCATION FINANCE & OPERATIONS COMMITTEE</u> <u>SPECIAL MEETING</u>

Tuesday March 5, 2024 Virtual Meeting

MINUTES

Present:Mr. Matthew Wilcox, Dr. Orlando Yarborough, Ms. Yesenia Rivera
Staff: Dr. Madeline Negrón, Dr. Michael Finley, Dr. Paul Whyte, Mr. Thomas Lamb,
Ms. Linda Hannans, Ms. Patricia DeMaio, Ms. Keisha Redd-Hannans, Ms. Kristina DeNegre,
Ms. Viviana Camacho, Ms. Typhanie Jackson, Ms. Dina Natalino, Ms. Christine Bourne,
Ms. Adela Jorge, Mr. Frank Fanelli, Ms. Monica Joyner, Ms. Teddi Barra
Ms. Vanessa Diaz-Valencia, Mr. Jamar Alleyne, Ms. Mary Derwin, Mr. Erik Patchkofsky
Guests: Mr. Greg Corbin, Ms. Hannah Pease, Mr. Kyle Krow

Call to Order: Mr. Wilcox called the meeting to order at 4:33 p.m. He noted that the order of discussion will change to allow discussion on the FY25 Budget and the Transportation Contract.

Summary of Motions:

- Motion to Recommend Approval of the Transportation Contract: A motion by Mr. Wilcox, seconded by Dr. Yarborough, to Recommend Approval of the First Student Transportation Contract in the amount of \$124,856,051.31 from July 1, 2024 to June 30, 2028, passed unanimously by Roll Call Vote: Dr. Yarborough, Yes; Ms. Rivera, Yes; Mr. Wilcox, Yes.
- 2. Motion to Recommendation Approval of Action Items: A motion by Mr. Wilcox, seconded by Dr. Yarborough to Recommend Approval of 1 Abstract, 11 Agreements, 1 Contract, 2 Purchase Orders, and 1 Change Order, passed unanimously by Roll Call Vote: Dr. Yarbrough>
- **3.** Motion to Adjourn: A motion by Dr. Yarborough, seconded by Ms. Rivera, to adjourn the meeting at 7:09 p.m., passed unanimously by Roll Call Vote: Dr. Yarborough, Yes; Ms. Rivera, Yes; Mr. Wilcox, Yes.

Summary of Action Item Corrections and Withdrawn Items:

- 1. Purchase Order #1 with Lexia Learning: the item was moved to the Agreement category
- 2. Contracts #1-3 Withdrawn
- 3. Change Order #2 Withdrawn
- I. INFORMATION ONLY & ACTION ITEMS:
- **A.** Information Only: Committee members did not have questions about the following Information Only items approved by the Superintendent:

- Purchase Order under Sole Source 29172X with Severin Intermediate Holdings, LLC dba Power School Group LLC to provide Powerschool load balancer upgrade which includes a new kemp technologies load balancer, from March 1, 2024 to February 28, 2025 in an amount not to exceed \$1,250.00. Funding Source: 2023-2024 Operating Budget Acct. # 190-47200-56694
- Purchase Order under State Contract 19PSX0088 with Utility Communications, Inc. to provide Wooster PI security enhancements from March 11, 2024 to June 30, 2024 in an amount not to exceed \$15,559.69. Funding Source: 2023-2024 Capital Projects Acct. # 3C24-2461-58101
- Agreement with Tanaeya Ervin, LCSW, to provide social and emotional support for students attending St. Thomas Day School under the Title IVA Non-Public Grant, from March 12, 2024 to June 28, 2024, in an amount not to exceed \$5,400.00. Funding Source: Title IVA Program Acct. #2511-6291-56905-NP07
- Agreement with Southern Connecticut State University, School of Nursing, to provide a career exposure opportunity to students at Nathan Hale School, from March 12, 2024 to May 31, 2024, in an amount not to exceed \$5,107.74.
 Funding Source: ARP ESSER III Carryover Program Acct. #2553-6399-56694-0116

B. ABSTRACT:

 Educators Rising Mini-Grant to expand the program to include Wilbur Cross High School, in the amount of \$5,000.00 for February 5, 2024 to June 30, 2024 was presented by Ms. Natalino. Funding Source: Connecticut State Department of Education

C. AGREEMENTS:

- Agreement with Smart Start Education, LLC, to provide math tutors to ten schools, one tutor per school for grades 6th-8th, at Barnard, Betsy Ross, Celentano, Conte, Daniels, Fair Haven, Hill Central, Jepson, King Robinson, and Truman, from March 12, 2024 to June 30, 2024, in an amount not to exceed \$222,187.68 was presented by Ms. Joyner. Funding Source: ARP ESSER III Carryover Program Acct. #2553-6399-56694-0410
- Agreement with Curriculum Associates, LLC to provide i-Ready professional development will be provided to all teachers of math, over a five-month period from February 16, 2024 to June 30, 2024, in an amount not to exceed \$55,000.00 was presented by Ms. Adela Jorge. Funding Source: School Improvement Grant (SIG) Acct. # 2531-6458-56694
- Non-Financial Agreement with Dalkia Solutions for the shared energy savings agreement for replacement of heating units for pools at Conte school, Hillhouse, Cross, Martinez, Career and Sound School from March 11, 2024 to June 30, 2024 was presented by Mr. Fanelli.
- Agreement with Catholic Charities, Inc., Archdiocese of Hartford, to provide 164 full day/full year School Readiness spaces, from July 1, 2023 to June 30, 2024, in an amount not to exceed \$127,811.00 was presented by Ms. Diaz-Valencia.

Funding Source:School Readiness COLA ProgramAcct. #2523-6428-56697-0442**Discussion**: Mr. Wilcox asked that the listing change to reflect the COLA increase, which is a supplement to
earlier Agreements for School Readiness. Ms. DeMaio will make the change for the Board of Education

Action Items.

- Agreement with Clifford W. Beers Child Guidance Clinic, Inc., to provide 60 full day/full year School Readiness spaces, from July 1, 2023 to June 30, 2024, in an amount not to exceed \$46,760.00 was presented by Ms. Diaz-Valencia. Funding Source: School Readiness COLA Program Acct. #2523-6428-56697-0442
- Agreement with LULAC Head Start to provide 118 full day/full year School Readiness spaces, from July 1, 2023 to June 30, 2024, in an amount not to exceed \$77,933.00 was presented by Ms. Diaz-Valencia. Funding Source: School Readiness COLA Program Acct. #2523-6428-56697-0442
- Agreement with Montessori on Edgewood, to provide 31 full day/full year School Readiness spaces, from July 1, 2023 to June 30, 2024, in an amount not to exceed \$24,159.00 was presented by Ms. Diaz-Valencia. Funding Source: School Readiness COLA Program Acct. #2523-6428-56697-0442
- Agreement with Morning Glory Early Learning Center, to provide 10 School Readiness full day/full year School Readiness spaces, from July 1, 2023 to June 30, 2024, in an amount not to exceed \$14,028.00 was presented by Ms. Diaz-Valencia. Funding Source: School Readiness COLA Program Acct. #2523-6428-56697-0442
- Agreement with Yale New Haven Hospital Day Care Center, to provide 22 full day/full year School Readiness spaces, from July 1, 2023 to June 30, 2024, in an amount not to exceed \$17,145.00 was presented by Ms. Diaz-Valencia.
 Funding Source: School Readiness COLA Program Acct. #2523-6428-56697-0442
- Agreement with BRD Builders LLC to provide estimating services for Hillhouse Highschool and FLAC projects from March 11, 2024 to June 30, 2024 in an amount not to exceed \$36,750.00 was presented by Mr. Fanelli.
 Funding Source: 2023-2024 Capital Projects Acct. # 3C24-2461-58101

Pause in presentations: The review of Action Items paused at 5:37 p.m. in order to allow time for presentation of the FY25 Budget and the Transportation Contract, as detailed below in Discussion Items. The review of Action Items resumed at 6:10 p.m.

D. CONTRACTS

- WITHDRAWN Award of Contract 21924 with Tucker Mechanical, Inc. for preventative maintenance of aircooled equipment/chillers from March 11, 2024 to June 30, 2024, in an amount not to exceed \$26,000.00 was withdrawn by Mr. Alleyne.
 Funding Source: 2023-2024 Capital Projects Acct. #3C24-2461-58101
- WITHDRAWN Award of Contract 21925 with Tucker Mechanical, Inc. for corrective repairs of air-cooled equipment/chillers from March 11, 2024 to June 30, 2024, in an amount not to exceed \$19,375.00 was withdrawn by Mr. Alleyne. Funding Source: 2023-2024 Capital Projects Acct. #3C24-2461-58101

3. WITHDRAWN Award of Contract 21916 with Tucker Mechanical, Inc. for corrective boiler repairs from March 11, 2024 to June 30, 2024, in an amount not to exceed \$15,875.00 was withdrawn by Mr. Alleyne. Funding Source: 2023-2024 Capital Projects Acct. #3C24-2461-58101

Award of Contract 21919X with Irwin Seating Company for the replacement and installation of the bleacher system for the Floyd Little Athletic Center from March 11, 2024 to June 30, 2024, in an amount not to exceed \$1,385,660.29 was presented by Mr. Fanelli.
 Funding Source: 2023-2024 Capital Projects 2023-2024 Capital Projects 2023-2024 Capital Projects Acct. # 3C22-2266-58101 (\$1,200,000.00)

E. PURCHASE ORDERS

 Purchase Order under TIPS Contract 210301 with Lexia Learning Systems, LLC to provide early childhood curriculum of 4 modules for comprehensive professional learning from March 12, 2024 to June 30, 2024, in an amount not to exceed \$63,990.00 was presented by Ms. Derwin. Funding Source: Head Start Basic Carryover Acct. # 2532-6326-56697-0443

Correction: **MOVE TO AGREEMENT CATEGORY** Ms. Derwin indicated that the item was miscategorized; it should have been listed under Agreements. Ms. DeMaio indicated that the original submission was incomplete and that staff was uncertain how to categorize it as resubmission did not meet posting deadline. The item will be moved to the Agreement category for the Board of Education Action Items.

- Purchase Order under PEPPM 2022 Contract 536202-023 with CDW Government to provide Google for Education from February 19, 2024 to February 17, 2025, in an amount not to exceed \$112,500.00 was presented by Mr. Lamb. Funding Source: 2024-2025 Capital Projects Acct. # 3C22-2263-58704
- Purchase Order under State Contract 23PSX0149 with Obrien & Sons to provide playground surface equipment and installation at Nathan Hale School from March 11, 2024 to June 30, 2024, in an amount not to exceed \$180,575.20 was presented by Mr. Fanelli. Funding Source: 2023-2024 Capital Projects Acct. # 3C24-2461-58101

F. CHANGE ORDERS

 Change Order 1 to Contract 21852 for on call drywall painting services with New Haven Painters to increase funding amount from \$300,000.00 by \$120,001.41 for a total amount of \$420,001.41 to cover costs incurred for the remainder of the fiscal year was presented by Mr. Fanelli. Funding Source: 2023-2024 Capital Projects Acct. # 3C22-2261-58101 (\$300,000.00)

2023-2024 Capital Projects 2023-2024 Capital Projects 2023-2024 Capital Projects Acct. # 3C22-2261-58101 (\$300,000.00) Acct. # 3C19-1988-58101 (\$43,486.41) Acct. # 3C24-2461-58101 (\$76,515.00)

WITHDRAWN Change Order 3 to Contract 21679-4-4 with CT Controls Corp to increase funding amount from \$240,000.00 by \$95,000.00 for a total amount of \$335,000.00 to cover increased service for HVAC repairs due to loss of HVAC vendor was withdrawn by Mr. Alleyne.
 Funding Source: 2023-2024 Capital Projects Acct. # 190-47400-56624 (\$200,000.00)

2023-2024 Capital Projects 2023-2024 Capital Projects

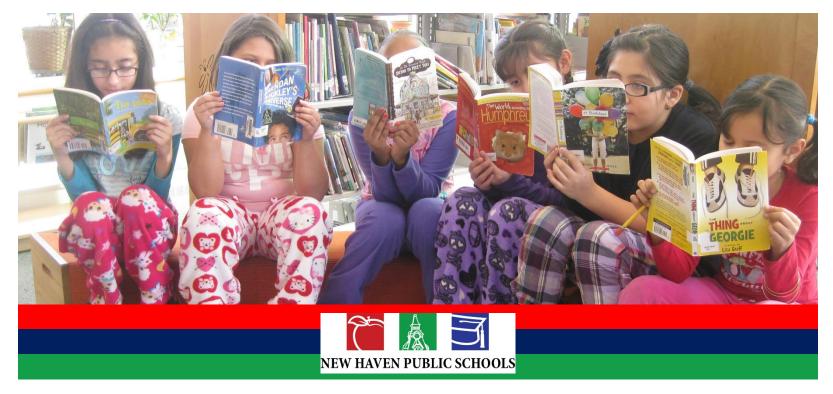
Acct. # 190-47400-56624 (\$200,000.00) Acct. # 3C24-2461-58101 (\$40,000.00) Acct. # 3C24-2461-58101 (\$95,000.00)

- **II. DISCUSSION:** Discussion items for FY25 Budget and the Transportation Contract were presented during a pause from review of Action Items, as noted above.
 - 4. Transportation Contract Discussion and Possible Action: Dr. Negron provided an overview of the bid process, follow-up and collaboration with City Purchasing and asked the Committee to move the contract forward to the full Board of Education for approval as the contract must also be presented to the Board of Alders. Mr. Lamb and Ms. Barra reviewed highlights of the 4- year contract with 2 options for renewal, noting that each option has fixed pricing. The contract includes plans for bus electrification. The district is seeking approval of a contract award to First Student, in the total amount of \$124,856,051.31. A discussion ensued. Mr. Wilcox asked Mr. Lamb to provide an update memo for the Board of Education, which should be sent to committee members no later than Friday, March 8, 2024.
 Motion: A motion by Mr. Wilcox, seconded by Dr. Yarborough, to Recommend Approval of the First Student Transportation Contract in the amount of \$124,856,051.31 from July 1, 2024 to June 30, 2028, passed unanimously by Roll Call Vote: Dr. Yarborough, Yes; Ms. Rivera, Yes; Mr. Wilcox, Yes.
 - FY 24-25 Budget Update: Ms. Hannans and Ms. Bourne presented a draft of the FY2024-2025 General Fund Budget, which detailed anticipated cost increases and grant revenue decreases. Ms. Hannans reported that projected deficit of \$8 million. She noted that the district will need to explore new sources funding opportunities and continue mitigation efforts which may result in a reduction of services, programs and operations. Ms. Hannans reported that the Budget will be presented at the upcoming Board of Education meeting and to the Board of Alders on April 11, 2024. A discussion ensued. Mr. Wilcox asked that a new category be added on slide 5 to reflect special education and homeless students. No motion was made and no vote was taken.
 - Defining the Gap/Staff Guidelines: Ms. Redd-Hannans reviewed the report, updated as of March 2024, which included need, new staff, cost and proposed new staff for FY25. To date, 10 new staff have been added in the categories of 5 Bilingual Classroom teachers, and 5 PPT Facilitator, for a total cost of \$750,000.00. Ms. Redd-Hannans noted need for an additional 17 positions for FY25, for a total cost of \$1,115,000.00. A discussion ensued. Committee members identified questions that could help complete the report, including adding narrative to explain how new positions were identified and budget impact. Members also suggested that the documentation contain a link to the previous report provided earlier in the year. Dr. Yarborough thanked Ms. Redd-Hannans and her team for preparing the extensive report. No motion was made and no vote was taken.
 - Process for Rescinding Previously Approved Contracts: Mr. Wilcox deferred that the discussion to a future meeting, noting that Attorney Alexiades should be present for the discussion. No motion was made and no vote was taken.
 - Series 3000 Policies Discussion and Possible Action: Mr. Wilcox noted that these policies should be reviewed at the next meeting. No motion was made and no vote was taken.
 - Policy 3516 Safety
 - Policy 3517 Security of Building and Grounds

Adjournment: A motion by Dr. Yarborough, seconded by Ms. Rivera, to adjourn the meeting at 7:09 p.m., passed unanimously by Roll Call Vote: Dr. Yarborough, Yes; Ms. Rivera, Yes; Mr. Wilcox, Yes.

Respectfully submitted,

Patricia A. DeMaio



2024-25 Proposed General Fund Budget Presentation March 11, 2024

Dr. Madelyn Negron, Superintendent Linda T Hannans, Chief Financial Officer

STRATEGIC PLAN : SY 2020-2024

Core Values

We believe...

1 Equitable opportunities create the foundation necessary for every child to succeed

2 A culture of continuous improvement will ensure that all staff are learners and reflective practitioners

3 High expectations and standards are necessary to prepare students for college and career

4 Collaboration and partnerships with families and the New Haven community will enhance learning and achievement





Mission

To provide all students in New Haven Public Schools with personalized, authentic, and engaging learning experiences through creativity, exploration, innovation, critical thinking, problem-solving, and high quality instruction. To foster a culture of continuous improvement through collaborative partnerships with staff, families, and the New Haven community. To support students' growth and development by utilizing the Whole Child Framework.

Vision

Our vision is to be a premier urban school district that ensures access to equitable opportunities and successful outcomes for all students as they prepare for college, career, and life.

Priority Areas for 2020-2024



Academic Learning

- Youth & Family Engagement
- **Operational Efficiencies**



Culture & Climate

Talented Educators

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Table of Contents



•	Objectives	Page 4
•	Key Trends	Pages 5 - 10
•	How Are Our Schools Funded?	Page 11
•	2024-25 Initial Projection	Page 12
•	Revenue Assumptions	Page 13
•	2024-25 Proposed Budget	Pages 14 – 17
•	Additional Information	Pages 18 – 21
•	Budget Timelines	Pages 22 – 23
•	Closure	Pages 24 – 26

• Q&A

What Are the Objectives of this Budget?



From the NHPS Strategic Plan, Priority Area 5.1, Equitable Resourcing: Create and implement a transparent budget process that is equitable and site based to support the instructional core and premised on a balanced budget.

- Allocate resources in a manner that promotes equity between magnet and neighborhood schools
- Present a budget that reflects the true cost of running the New Haven Public Schools
- Direct resources to the classroom learning environment
- Invite public participation in the budget development process and offers
 a greater level of transparency

NHPS At A Glance



	41 Schools							
1 Early Learning Center		29 PreK-8 Elementary Middle Schools			Trans	1 Adult & Continuing Education Center		
TOGETHER, Striving Towards the Next Chapter of Excellence!								
48.6% Latino/Hispanic	32.6% 9.7% Black White			3.8% 3.5% Asian 2 or more races			0.2% American Indian	
22.1% Multilingual Learners			77 Languages Spoken		75.2% Economically Disadvantaged		2.63% Homelessness	

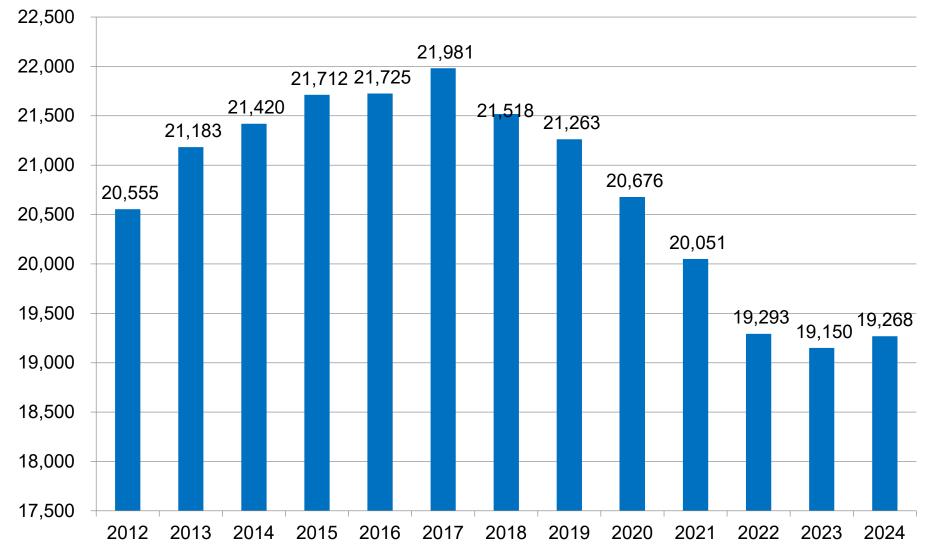
Funding Streams Can Be Very Different



CN	Title I	EL	EL %	School Name	Туре	New Haven	Suburban
	×	70	18%	Augusta Louis Troup Magnet School	Naighborbood	202	
×	X X	70 113	32%	Augusta Lewis Troup Magnet School Barack Obama Strong	Neighborhood Neighborhood	393 313	17
	X	137	27%	Barnard Magnet School	Magnet	313	161
	^	41	9%	Beecher School	Magnet	340	145
		70	15%	Benjamin Jepson Magnet School (PreK-8)	Magnet	306	143
		39	12%	Betsy Ross Arts Magnet School	Magnet	234	102
	Х	73	16%	Bishop Woods Executive Academy	Neighborhood	445	6
	Х	2	1%	Brennan-Rogers	Neighborhood	200	3
	Х	61	17%	Celentano Museum Academy	Neighborhood	357	17
	Х	159	38%	Clemente Leadership Academy	Neighborhood	409	6
	Х	235	50%	Clinton Avenue School	Neighborhood	461	
	Х	95	17%	Conte West Hills Magnet School	Neighborhood	529	24
		32	6%	Cooperative Arts & Humanities High School	Magnet	389	159
		12	3%	Davis Street Magnet School	Magnet	316	173
		0	0%	Dr. Mayo Early Learning Center	Neighborhood	321	
	Х	84	17%	East Rock Magnet School	Neighborhood	468	10
		36	9%	Edgewood Magnet School	Neighborhood	407	-
		6	2%	Elm City Montessori	Neighborhood	292	10
		34	6%	Engineering & Science University Magnet School	-	320	280
	Х	518	63%	Fair Haven School	Neighborhood	741	-
	Х	323	66%	Family Academy of Multilingual Exploration	Neighborhood	459	3
	X	32	12%	High School In The Community	Magnet	224	55
	X	217	51%	Hill Central Music Academy	Neighborhood	413	-
	X	80	13%	Hill Regional Career High School	Magnet	481	157
_	X	270	24%	James Hillhouse High School	Neighborhood	1,109	4
_	X	235	43%	John C. Daniels Magnet School (PreK-8)	Magnet	377	145
_	X	243	49%	John S. Martinez Magnet School (K-8)	Neighborhood	479	4
	X X	<u>59</u> 13	14% 5%	King-Robinson Magnet School (PreK-8)	Magnet	312 242	124
		63	5% 13%	Lincoln - Bassett School (K-8) Mauro-Sheridan Magnet School (PreK-8)	Neighborhood Magnet	242	209
		<u> </u>	13%	Metropolitan Business Academy	Magnet	293	101
		81	15%	Nathan Hale School (PreK-8)	Neighborhood	532	101
		22	7%	New Haven Academy	Magnet	239	91
		10	11%	Riverside Academy	Neighborhood	91	-
		92	16%	Ross / Woodward School (PreK-8)	Magnet	411	158
		33	10%	Sound School	Agriculture	206	130
	X	303	61%	Truman School	Neighborhood	462	
	X	24	11%	Wexler - Grant School (PreK-8)	Neighborhood	225	_
		550	31%	Wilbur Cross High School	Neighborhood	1,745	5
		58	14%	Worthington Hooker	Neighborhood	412	1
		4	5%	Other (Gateway to College, Off Campus)	Specialty Schoo	237	
		4580	27%			16,817	2,451

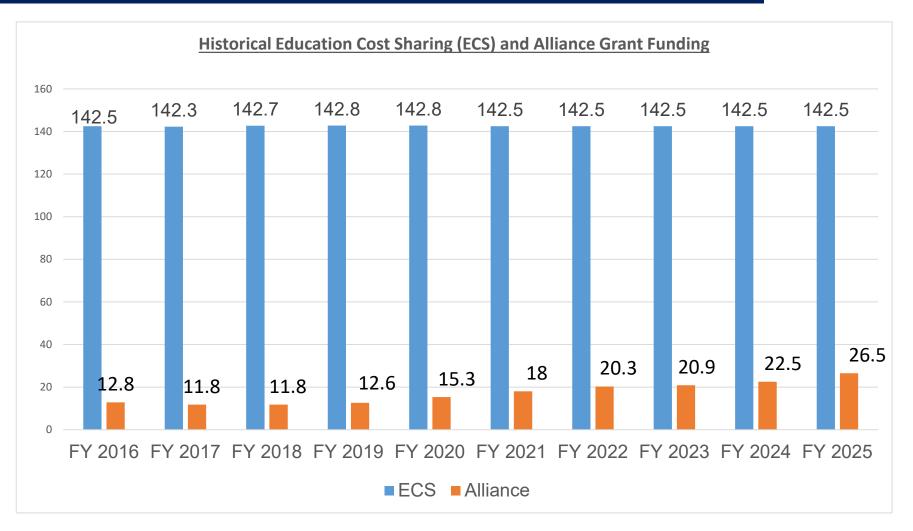
Key Trends: Historical Enrollment





Key Trends: New Haven ECS and Alliance Funds



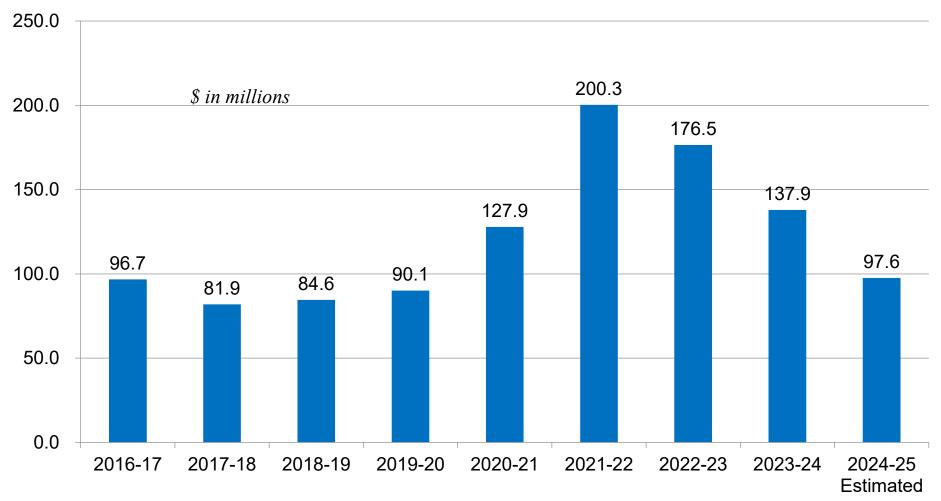


• By state statute, since New Haven is an Alliance District, any future change in ECS allocation must be made through the Alliance Grant.

2025 projected number subject to change.

Key Trends: Change in Grant Funds





The increase in FY 21-22 was due to influx of Covid Relief, ESSER I & II and ARP ESSER funds which were multi year grants. The balance will continue to decrease over time as the funds are spent. Funds must be fully obligated by September 30, 2024.



Fiscal Year 2023-24 Revenue Special Funds Revenue

			Received	Total	Projected
	FY 2022-23	Carryover	FY2023-24	Available Funds	Revenue
Common Titles	Funding	Funding	Funding	for 2023-24	FY 2024-25
Law Education/School Security	\$787,061	\$787,061	\$0	\$787,061	\$0
Impact Aid	\$65,476	\$65,126	\$0	\$65,126	\$65,126
Adult Education/Homeless	\$3,611,897	\$7,031	\$3,747,356	\$3,754,387	\$3,162,356
IDEA	\$7,589,579	\$451,478	\$7,513,880	\$7,965,358	\$8,486,975
Perkins	\$505,020	\$0	\$546,135	\$546,135	\$568,667
Title II A/Student Support	\$3,139,810	\$0	\$3,031,490	\$3,031,490	\$1,954,318
School Based Health/Parenting	\$1,412,408	\$0	\$1,394,594	\$1,394,594	\$1,402,094
Federal Magnet Grant	\$2,320,724	\$389,227	\$0	\$389,227	\$0
State Bilingual/Title III/Immigrant	\$1,128,962	\$341,171	\$911,635	\$1,252,806	\$991,443
School Readiness/Family Resource	\$10,681,257	\$230,397	\$10,137,290	\$10,367,687	\$10,367,687
Private Foundation	\$441,982	\$37,136	\$287,932	\$325,068	\$282,468
Title I/SIG	\$17,761,626	\$5,258,310	\$12,555,156	\$17,813,466	\$14,747,816
Head Start - Federal	\$9,592,853	\$0	\$8,271,910	\$8,271,910	\$6,730,860
Medicaid Reimbursement	\$260,701	\$25,319	\$217,865	\$243,184	\$243,184
Manufacturing Pathways	\$2,000,000	\$1,854,550	\$0	\$1,854,550	\$278,183
Alliance/Comm Network/Low Performing	\$21,238,171	\$644,938	\$22,531,420	\$23,176,358	\$26,476,248
State Misc Education Grants	\$37,872	\$2,057	\$21,605	\$23,662	\$0
Open Choice	\$414,109	\$0	\$90,180	\$90,180	\$414,000
Head Start - State	\$130,759	\$130,759	\$0	\$130,759	\$0
Priority/21st Century	\$5,657,191	\$49,031	\$5,508,521	\$5,218,752	\$5,236,471
Jobs for CT Youth	\$20,500	\$0	\$0	\$0	\$0
ARP After School	\$890,000	\$769,587	\$2,068,084	\$2,837,671	\$425,651
ESSER II	\$19,981,102	\$5,083,952	\$0	\$5,083,952	\$0
ARP ESSER	\$69,214,187	\$44,706,304	\$0	\$44,706,304	\$15,647,206
ARP ESSER Special Education	\$1,551,134	\$375,804	\$0	\$375,804	\$0
ARP ESSER Homeless Youth	\$472,682	\$302,663	\$120,000	\$422,663	\$63,399
ARP ESSER SPPT	\$400,000	\$400,000	\$0	\$400,000	\$60,000
	\$181,307,063	\$61,911,902	\$78,955,053	\$140,528,155	\$97,604,152

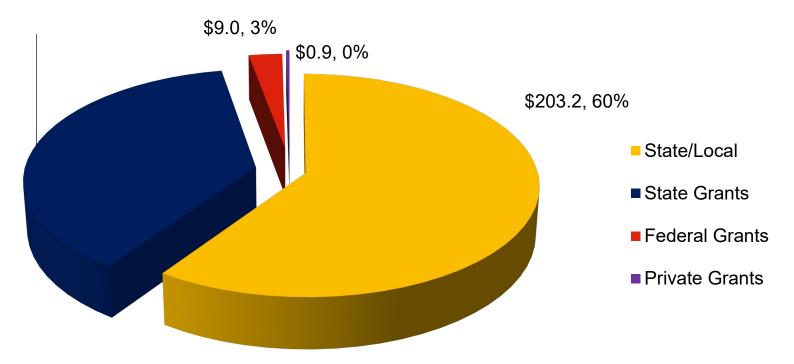
*As a result of Covid 19 federal grants were awarded an extension to spend funds in fiscal year 2020-21, 2021-22 and recently received extension into 2023-24. ESSER funds sunset on September 30, 2024

How Are Our Schools Funded?



2023-2024 (\$341.1M Total)

\$128.1, 37%



Initial Projection, 2024-25 Budget



2023-24 Request 2023-24 Approved Difference \$207,071,931 \$203,263,784 (\$3.8m)

2023-24 Budget 2024-25 Request Difference: 

Revenues by Source	2021-2022	2022-2023	2023-2024	2024-25
Education Cost Sharing (State)	142,509,525	142,509,525	142,509,525	142,509,525
ECS Alliance (Grant)	20,330,589	20,904,171	22,531,420	26,476,248
Local Taxes	48,209,172	52,754,259	60,754,259	64,754,259
Interdistict Grant	32,111,127	30,971,205	30,567,735	30,567,735
Tuition Billing	3,278,625	3,184,906	3,023,035	3,113,726
	\$246,439,038	\$250,324,066	\$ 259,385,974	\$ 267,421,493

- ECS remains the same
- Alliance any increase must be part of the grant portion, Governors proposed budget will reduce from \$4,278,391 to \$3,944,828 difference of **\$333,563**
- Local Taxes increase to BOE determined by BOA
- Interdistrict Magnet reduction of \$400,000 no cost of living increase
- Tuition new strategies for 2024-25 to potentially increase revenue

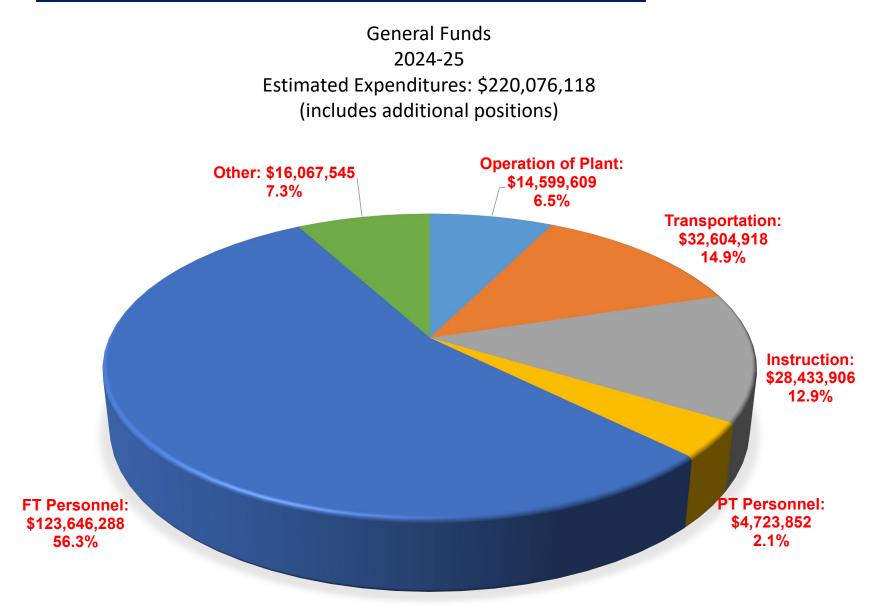
Proposed Budget 2024-25



Fiscal Year 2024-2025 Budget Request								
	FY 2024 Approved Budget FY 2025 Request Contractual Requirements		Increase from 2024 to 2025 Contractual Requirements with 3% decrease					
Salaries								
Teacher Full-Time	\$	78,872,625	\$	83,014,651	\$	4,142,026		
Admin & Management Full-Time	Ψ	17,808,772	Ψ	19,905,284	\$	2,096,512		
Paraprofessionals		3,518,943		3,823,560	\$	304,617		
Support Staff Full-Time		11,434,949		12,430,118	\$	995,169		
Part Time & Seasonal		3,023,852		3,023,852	\$			
Substitutes		1,000,000		1,700,000	\$	700,000		
Overtime, Benefits, Other		3,500,500		4,472,675	\$	972,175		
Total Salaries and Benefits	\$	119,159,641	\$	128,370,140	\$	9,210,499		
Supplies and Services								
Instructional Supplies	\$	3,334,665	\$	3,334,665	\$			
Tuition (Includes Tag Tuition)		24,368,195	•	25,099,241	\$	731,046		
Utilities		12,201,000		12,201,000	\$	_		
Transportation		26,541,950		32,604,918	\$	6,062,968		
Maintenance, Property, Custodia		2,398,609		2,398,609	\$			
Other Contractual Services		15,259,724		16,067,545	\$	807,821		
Total Supplies and Services	\$	84,104,143	\$	91,705,978	\$	7,601,835		
General Fund Totals	\$	203,263,784	\$	220,076,118	\$	16,812,334		
Budget Amount					\$	220,076,118		
Increase Amount					\$	16,812,334		
Percentage Increase						8.27%		

FY 2024-2025 Estimated Expenditures

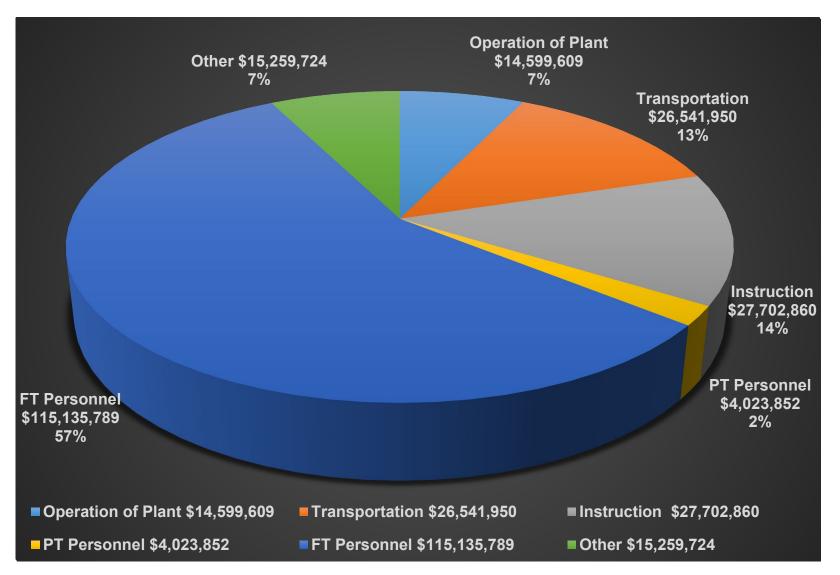




FY 2023-2024 Estimated Expenditures



General Funds 2023-24 Budget: \$203,263,784



Proposed New Items





Notable Cost Drivers



- 86% of the General Fund costs are in personnel, out of district tuition, transportation.
- Essentially all of the full-time staff are part of collective bargaining agreements.
- For the four largest bargaining units, the following contractual changes are in place for 2024-25:
 - Teachers step movement and a 1.0% to 2.25% GWI (General Wage Increase)
 - Administrators step movement and 2.5% GWI
 - Paraprofessionals in negotiation
 - Management no step movement 3% GWI
- All others salary changes to be negotiated
- Transportation contract renewal July 1, 2024 anticipated increase 3%
- Price escalation as spelled out in long-term agreements and contracts (building maintenance, tuition etc.).

General Fund/Operating Budget



Fiscal Year 2023-2024 Education Operating Fund (General Fund) Monthly Financial & EOY Forecast Report (Unaudited) as of January 31, 2024

	FY2024 Adjusted Budget	MONTHLY YTD Actuals	YTD %	MONTHLY Encumbrances	Available	Full-Year Expenditure Forecast	Full Year Variance
	(A)	(B)		(C)	(A-B+C)	(F)	(A-F)
Salaries							
Teacher Full-Time	\$78,872,625	(\$37,563,060)	47.62%	\$0	\$41,309,565	82,625,965	(2,453,340)
Admin & Management Full-Time	17,808,772	(10,731,756)	60.26%	0	7,077,016	18,947,360	(1,138,588)
Paraprofessionals	3,518,943	(1,708,550)	48.55%	0	1,810,393	3,386,235	132,708
Support Staff Full-Time	11,434,949	(6,720,808)	58.77%	0	4,714,141	11,952,725	(517,776)
Part Time & Seasonal	3,023,852	(1,058,751)	35.01%	(162,512)	1,802,589	1,921,624	1,102,228
Substitutes	1,000,000	(336,522)	33.65%	0	663,478	1,273,838	(273,838)
Overtime, Benefits, Other	3,525,550	(687,615)	19.50%	(77,854)	2,760,081	2,563,245	937,255
Total Salaries and Benefits	\$119,184,691	(\$58,807,062)	49.34%	(\$240,366)	\$60,137,263	\$ 122,670,992	\$ (2,211,351)
Supplies and Services							
Instructional Supplies	\$3,463,665	(\$1,946,554)	56.20%	(\$957,815)	\$559,295	3,728,117	(393,452)
Tuition	24,368,195	(11,844,160)	48.60%	(17,945,785)	(5,421,750)	21,734,550	2,633,645
Utilities	12,256,000	(4,464,275)	36.43%	(6,661,090)	1,130,636	9,614,328	2,586,672
Transportation	26,549,450	(11,267,676)	42.44%	(24,696,138)	(9,414,364)	33,171,319	(6,129,369)
Maintenance, Property, Custodial	2,396,861	(1,111,411)	46.37%	(932,322)	353,128	2,005,868	392,741
Other Contractual Services	15,044,922	(6,257,178)	41.59%	(10,857,839)	(2,070,096)	16,215,351	(955,627)
Total Supplies and Services	\$84,079,093	(\$36,891,254)	43.88%	(\$62,050,990)	(\$14,863,151)	\$ 86,469,532	\$ (1,865,390)
General Fund Totals	\$203,263,784	(\$95,698,316)	47.08%	(\$62,291,355)	\$45,274,112	\$ 209,140,524	\$ (4,076,741)

Mitigation Efforts



While we continue to use many of the mitigation strategies utilized last year we continue to struggle to fully eliminate the projected deficit.

- reprogram unspent grant funds to cover needs where applicable
- continue to review request to hire ensuring that the new hire is coming at a appropriate salary based on experience and looking at individual building needs
- continue to monitor and request that all new grant applications that allow Indirect costs to be included in the application
- continue the work of surveying comparable districts to determine if our tuition reimbursement rates are in line and review need for rate increase for the upcoming year
- continue to utilize approved ARP ESSER funds to cover costs through an extension
 - Para's working as substitutes
 - Bus Monitors
 - Extra cleaning costs due additional extended day and after school programs funded by ESSER funding(Buses & Buildings)
 - Custodial and Security Overtime (due to various after school programs funded by ESSER)
 - Additionally due to Saturday Academy and other programs we have built these costs into the grant where allowable

Mitigation Efforts (continued)



- We continue to take a look at all expenses and budget lines to see where we can make further cuts that do not affect the students as well as exploring other sources of non restrictive revenue.
- We have frozen general funds non personnel expenses
- As remaining ARP ESSER funds will sunset in September of 2024 we are reviewing programs and resources to make the hard decisions this fiscal year so we will continue the work identified.
 - Building usage and overtime costs
 - Review enrollment numbers and class size
 - Realign Summer Learning Programs inclusive of Bussing
 - Part Time (non classroom)
 - Increasing enrollment at Interdistrict Schools (enrollment down resulting in revenue loss)
 - Consolidation of bus routes

Budget Timeline



Action	Person Responsible	Due Date
Full time staff rosters sent to Principals and other leaders for review	Finance Office	Complete
Budget process overview for Principals and Administrators at Superintendent's meeting	Finance Office	Complete
Budget discussions with Principals and Executive Team	Finance Office/ELT	Complete
Updated staff rosters sent back to Finance office	Schools/ELT	Complete
Non-staff budget templates sent to Principals and Administrators	Finance Office	Complete
Preliminary budgets due from schools and departments	Schools/Department	Complete
Internal budget reviews with Principals and Administrators	Schools/Superintendent/ELT	Complete
Provide budget update to Principals and Administrators at the Superintendent's Meeting	Finance Office/ELT	TBD

Budget Timeline, continued



Action	Person Responsible	<u>Due Date</u>
Budget revisions due from schools and departments	Schools/Departments	Complete
First draft of budget compiled	Finance Office	Complete
First Draft of Budget Presentation to Finance and Operations Committee	Superintendent/CFO	February 20, 2024
Second Draft of Budget Presentation to Finance and Operations Committee	Superintendent/CFO	March 5, 2024
Community Forum on Budget	BOE/CFO/Superintendent	March, 2024 TBD
Presentation to the Board of Education	Superintendent/CFO	March, 2024 TBD
Budget Hearing Board of Alders Finance Committee	Superintendent/CFO	April 11, 2024
Board of Education adoption of Final 2025 Budget	Superintendent/BOE	May 2024 TBD

What We Don't Know



- Grant funding, especially with respect to the Alliance grant (by statute, all future increases in ECS must come through Alliance)
- The effect that declining enrollment will have on grants
- Costs due to unfunded mandates
- Increased Costs for healthcare and other benefits
- Impact of inflation on goods and Services
- Increasing costs of Special Education Services and outplacements



- The award to New Haven of ESSER I, II and ARP ESSER grants have been extremely helpful as we designed robust academic and other improvements for our students.
- <u>However</u>, ESSER II was similar to a Title I grant, and had the same restrictions on not supplanting expenses in the existing General Fund budget.
- The \$80m award of ARP ESSER funds were a little more flexible. We will continue to utilize these funds to the extent allowable. ARP ESSER funds will sunset on September 30th, 2024.
- Due to the increased costs mentioned earlier and decrease in grant revenue we will face a projected deficit of \$8M. We will need to explore new sources of funding opportunities as well as continuing the challenges to close the gap. This may entail reduction of services, programs and operations.

Together, Striving Towards the Next Chapter of Excellence

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Memorandum

Date: 3/5/2024

To: Dr. Negron; NHPS Finance & Operations Committee; NHPS Board of Education
From: Thomas Lamb, Chief Operating Officer
RE: Transportation RFP Recommendation for Award

NHPS will be ending its one-year contract extension with First Student on June 30, 2024. A Request for Proposal (RFP) has been drafted and coordinated through NHPS Transportation Department, City of New Haven Purchasing Department, Corporation Council, Mike Gormany, and NHPS Finance department. The RFP was closed on February 6, 2024. A single response to the RFP has been received and was reviewed with City Purchasing and Director of Transportation and district myself to ensure that all areas of the RFP have been met. Further evaluation of the submission was not required or conducted.

Contract costs are based on 180 days of service with pricing provided per vehicle type per day. The total annual cost for each contract is based on the number of routes that are in place at the beginning of each year with enrolment at each school, where students live and what school they will be attending dictating this number. Currently the district has 313 operating routs and busses in service each day across both of the district's existing contracts. This number is only an approximation of routes and changes throughout the year as the operation becomes more efficient, routes are consolidated or split to better serve the needs of the district.

The RFP for services to begin on July 1,2024 was posted in Bonfire on December 26,2023 and closed on February 6,2024. The RFP for services beginning on July 1, 2023 had an opening on March 6, 2023. The intent of posting more than two full months earlier was not only to give respondents additional planning



time but also to adjust for the possibility of a new provider having to order additional buses. The earlier posting also allows more than adequate time for award, approvals and contract to be drafted.

The scope of work and contract for the previous and current RFP were created in large part from the documents created by CESO Group. In October and November of 2023, I conducted a review of concerns raised about the process and comments from the March 6, 2023 RFP process. From these concerns and comments there were several items to be addressed in drafting the new RFP and contract documents. During this time, I also collaborated with the new City Purchasing agent, Corporation Council, and Mike Gormany, Paul Wessel from the Greater New Haven Clean Cities and Steve Winter.

- During review of comments from the previous RFP a clear message was made from staff that splitting the contract into segments presented operational challenges at the school level as well as challenges for parents of children who may be placed on different buses. Requires the use of two applications for tracking Bus GPS locations. Added administrative difficulties for the Finance team in tracking invoicing and payments to two or more contractors providing service.
- 2. In an effort to more effectively score and evaluate submissions a matrix document for respondents to provide answers to documents.
- 3. In order to expand on the bus electrification aspects of the RFP a requirement was added for the contractor to provide a plan for electrification of the fleet by 2030 within six months of the execution of the contract. The intent of the plan is to identify a pathway for the district to have a fully electrified fleet of more than 340 buses by 2030 to be in compliance with State and Federal mandates as well as the NHPS Climate Resolutions approved by the Board of Education. Savings or costs that are associated with electrification would be negotiated and shared with First Student and NHPS. First Student has applied for 25 electric buses through the EPA Clean Air Act Funding. Award of this grant has not yet been announced. Plan development with district staff will begin as soon as contract is in place.
- 4. The purchase of fuel for transportation services under the new contract will be 100% provided by the City of New Haven. In previous contract years there was an allowance provided in the contract and any additional costs were covered by the City of New Haven. With fuel costs taken on by the City of New Haven we have more control over overall costs for fuel for the district. In



past contract First Student was responsible for purchasing of fuel in excess of \$500,000.00. This cost would be passed back to the district.

- 5. The Contract term also needs to be more aligned with the mandate for bus electrification allowing for greater continuity. The district must be able to effectively collaborate with a transportation partner who is vested in our success in achieving this goal by 2030.
- 6. The term length was changed to a 4-year contract with 2 options for renewal. Each of these options has fixed pricing. This term will take the district to the 2030 deadline for bus electrification. The two options allow the district an option to put back out to bid should the contractor's plan for electrification prove not to be proceeding appropriately.
- In collaboration with Mike Gormany and City of New Haven Purchasing language was added to allow for the City of New Haven to take advantage of contract pricing for City of New Haven needs related to use of Transportation services.
- 8. The new contract for services requires First Student to replacement of approximately 120 of our existing fleet to new busses to meet bus age requirements set by the City of New Haven Charter for district buses not to be older then 7 years. At approximately \$95,000 each this represents an estimated \$11,400,000.00 First Student must provide as part of their contract costs.
- 9. Evaluation of services to meet contract deliverables is an ongoing process for all vendors. Vendors that are not meeting their contractual obligations are brought to corporation counsel and to City of New Haven purchasing department to determine how to work with the vendor to resolve the issue or in the most extreme of circumstances terminate the contract. The Director of Transportation and the COO are directly involved in resolving issues related to service for transportation. In past contract liquidated damages language was not strong enough to peruse. This language has been strengthened to allow the district to apply liquidated damaged where it applies. First Student has been extremely responsive to service related issues and delivering on the needs of the contracts as these issues arise. First Student has been willing to work collaboratively with the district to improve services when issues arise. Service will never be perfect but we will always be striving for improvement and working together toward that goal. An example of this is the driver shortage that First Student and the district staff have been working through the past several years. Currently New Haven is one of only a few districts in the state experiencing at driver surplus. This has significant impact on service delivery.



First Student RFP Cost Table

	Contract Years				Option Years	
Current Year	2024/2025 2025/2026 2026 / 2027 202			2027 / 2028	2028 / 2029	2029 / 2030
\$ 30,730,883.40	\$ 29,402,260.16	\$ 30,578,582.58	\$ 31,801,478.80	\$ 33,073,729.78	\$ 34,396,593.14	\$ 35,772,456.87
	Contract Years Total	\$ 124,856,051.32				
	Option Years Total	\$ 70,169,050.01				

Current Costs for Transportation are based on a 319-route calculation and vehicle mix.

This RFP is based on a 317-route calculation and vehicle mix.

Routs have been declining slightly as transportation becomes more efficient and enrolment decreased.

This is a moving target throughout the school year.

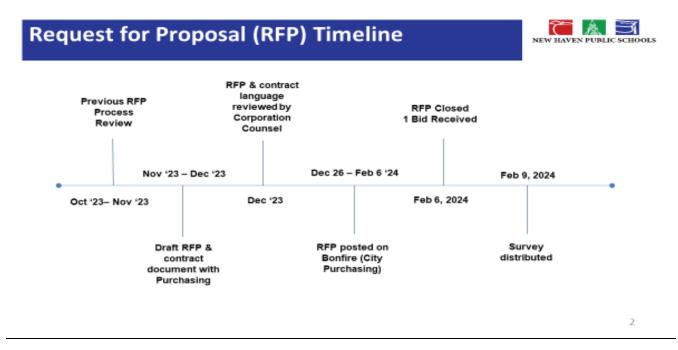
A difference of 2 vehicles per day at approximately 511.64 x 180 = \$184,190.40

CDL Driver Wage Scale

	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029
Step 1	23.78	24.96	26.11	TBD	TBD	TBD
Step 2	25.57	26.85	28.39	TBD	TBD	TBD
Step 3	32.5	34.13	36.09	TBD	TBD	TBD



RFP Timeline



- September 13,2023 planning began for drafting the RFP with discussion and collaboration with Teddi Barra and Dr. Negron.
- November 6, 2023 planning session and timeline provided to Dr. Negron
- Review of RFP and contract documents with purchasing
- RFP & Contract document reviewed by Corporation Counsel.
- December 26, 2023 the RFP was posted on Bonfire through City Purchasing.
- From Opening of the RFP until the RFP Closed on February 6, 2024 documents downloaded by 30+ individual contractors with First Student, We Transportation, Zum Inc. out of California who recently was awarded the contract for Transportation Services in Branford submitting intent to provide proposals.
- February 6, 2024 RFP Closed
- February 6, 2024 Proposal was received by only First Student
- February 6, 2024 We Transportation provides letter that they will not be submitting a proposal but would be interested in the future RFP's
- February 9, 2024 Survey was sent to all companies that submitted intent to provide proposals
- February 152024 Only one response to the survey has been received; this was provided by First Student.



Proposed Approval Timeline



4

Feb 20	Update to F&O
Mar 4	Recommendation to F&O
Mar 11	Recommendation to Board of Ed
Mar 21	Submission Due to Board of Alders Agenda
Apr 1	First Reading to full Board of Alders
Apr 11	Present to Board of Alders Finance Committee
Apr - May	Second Reading to Full Board of Alders for approval

AGREEMENT

THIS AGREEMENT made as of this ______ day of ______, 2023 is by and between _______ (hereinafter referred to as the "Contractor") and the City of New Haven (hereinafter referred to as the "City").

WITNESSETH, that the Contractor and the City of New Haven for ______(\$xxx,xxx,xxx) and considerations stated herein mutually agree as follows:

- **ARTICLE 1. Statement of Work.** The Contractor shall furnish all service, supervision, technical personnel, labor, materials, machinery, tools, equipment and all other related services, including utility and transportation service, as applicable and perform and complete in an efficient and workmanlike manner all work required for: **Student Transportation Services for the Department of Education of the City of New Haven, Connecticut in accordance with the attached Service Specifications and Schedule of Award, in strict accordance with the Contract Documents as set forth below in Article 3, all as prepared by the City of New Haven.**
- **ARTICLE 2. The Contract Price.** The City of New Haven will pay the Contractor the amount stated above for the performance of the Contract in accordance with the Price Tabulation Sheet and subject to any additions or deductions as may be authorized in the Service Specifications.
- **ARTICLE 3.** Contractor Representations and Contract Documents. Contractor represents it has the ability to perform the services required by this Agreement, and its performance shall be made in accordance with applicable law, including, but not limited to, the City's Code of Ordinances. Contractor acknowledges that it has previously provided the City with Proposal Documents in response to the City's solicitation noted above as "Student Transportation Services," and hereby restates and reaffirms the representations made in the Proposal Documents. Such documents, together with the following titled documents, are herein referred to as, the "Contract Documents" and/ or the "Agreement":
 - A. Request for Proposal
 - B. Addenda to Request for Proposal
 - C. Proposal Submission
 - D. General and Special Conditions
 - E. Insurance Rider
 - F. Service and Price Tabulation Sheet
- **ARTICLE 4. Insurance and Indemnity.** The attached Rider is hereby fully incorporated by reference herein.

- **ARTICLE 5. Wages.** Salary rates and the classification of employees shall be as specified in the Bid Documents and Contract Documents. The rate of pay set forth in the Bid Documents is the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).
- **ARTICLE 6.** Non-Arrearage. The Contractor represents and affirms that neither it nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund, nor to the City upon any debt, Contract or other obligation.
- **ARTICLE 7. Equal Employment Opportunity.** The Contractor shall comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference, for the duration of the agreement. The Contractor has further submitted a signed EEO agreement with the Proposal Submission.

The City will terminate any Agreement without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11375, Connecticut Fair Employment Practice Act, and Chapter 12 1/2 of the Code of Ordinances of the City of New Haven. The City reserves the right to incorporate into the Agreement any additional provisions relating to Equal Employment including an Affirmative Action Agreement.

- **ARTICLE 8. Assignment of Agreement.** The Contractor shall not assign all or any part of the Agreement without the prior written express consent of the City. In the event of an assignment, such assignment shall NOT release the Contractor from any part of the responsibility or liability assumed under the Agreement. Without limiting the foregoing, the Contractor shall not subcontract any of the professional services to be performed by it under this Agreement absent written approval by the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- **ARTICLE 9.** Commencement of Work. The City shall not be responsible for payment of any work performed or materials supplied by the Contractor prior to the Contractor receiving a fully executed Agreement, unless an emergency situation has been declared by a City employee duly empowered to do so and the Contractor receives written authorization from said employee to proceed. In such case, the responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

- **ARTICLE 10. Contractor's Status.** No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the City is that of an independent contractor. The City's governmental immunity shall not extend to the Contractor for any reason.
- **ARTICLE 11. Examination of Plans, Specifications, and Work Sites.** The Contractor shall carefully examine all plans, specifications, and the work sites and shall satisfy itself as to the character, quality, quantity of surface and subsurface elements/obstacles/difficulties to be encountered. The Contractor shall not receive additional compensation for materials or labor for elements/obstacles/difficulties actually encountered. If discrepancies are found in plans, specifications or at the site(s) prior to the commencement of work, the Contractor shall submit a written request for clarification; if the Contractor fails to do so, the Contractor shall not receive additional compensation for materials due to discrepancies.
- **ARTICLE 12. Construction Investigation of Subsurface Conditions.** Where the City has investigated subsurface conditions for the purpose of foundation design, structural design or other design needs, and the results of such investigation is shown on plans or in other documents, the results of the investigation represent only the City's statement as to the character of elements/obstacles/difficulties actually encountered by the City. The investigation of subsurface conditions is for the City's convenience and the City assumes no responsibility for the accuracy of the investigations, including but not limited to: the sufficiency or accuracy of any borings; the sufficiency or accuracy of the log of test borings; the sufficiency or accuracy of any test. The City makes no guarantee, written or implied, that such investigation revealed conditions representative of those existing throughout the site. In making the results of any investigation known, the City does not waive any provisions of this Article or Article 11.
- ARTICLE 13. Contractor's Guarantee. Unless provided for elsewhere in this Agreement, the Contractor shall guarantee all work and materials as free from defects for one year after the final acceptance of the Contractor's work by the City. The Contractor shall, at its own expense, make all needed repairs or replacements due to any or all causes, which the City in its sole discretion, determines attributable to defective work or materials. Upon the City's determination that repair/replacement of work and or materials is required, the City shall mail written notice to the Contractor requesting such repair/replacement. If within ten days of such notice the Contractor fails to complete or to undertake with due diligence required repairs/replacement, the City or its agent may undertake the required repairs/replacement, and the Contractor shall be liable for all costs related to the required repairs/replacement, including any collection costs and attorney's fees. In any situation determined to be an emergency by the City, the City or its agent may undertake the required repairs/replacement without sending notice to the Contractor; however, the Contractor shall remain liable for all costs related to the required repairs/replacement including any collection costs and attorney's fees. The provisions of this section shall survive termination of this Agreement.

- **ARTICLE 14.** Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- **ARTICLE 15.** Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

ARTICLE 16. Contract Termination

1601. <u>Termination of Agreement for Cause</u>. If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: the non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party not less than fifteen (15) business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded. In the event of termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

1602. <u>Termination for Convenience of the City</u>. Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 1601 above, upon Ninety days (90) written notice to the Contractor. The Contractor shall be paid for satisfactory Services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

ARTICLE 17. Additional Terms and Conditions.

1701. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven. In

addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

- **1702.** The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.
- **1703.** The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- **1704.** This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.
- **1705.** If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- **1706.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- **1707.** The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments and/or Purchase Orders executed by both parties to this Agreement. During the term of this Agreement, the parties shall work collaboratively (1) to produce savings by using energy efficient buses during the term of this Agreement, including joint efforts to seek grant funding from the Volkswagen Mitigation Trust Fund to offset costs of energy efficient buses; (2) to identify a City-owned property for vehicle parking and maintenance; and (3) to seek cost efficiencies and savings/avoidance through data analysis, industry trends and efficiency reviews.
- **1708.** References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

- **1709.** The City may terminate this Agreement under Article 16 without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions stated herein. Failure of the Contractor to comply with any provision of this Agreement is a default under this Agreement. In addition to termination pursuant to Section 16, and the Contractor's Guaranty in Section 13, the City reserves any and all rights including self-help, and any and all other remedies available to the City at law or in equity.
- **1710.** Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, waivers or notifications (such as termination and default) are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed.
- **1711.** Notices to the Contractor shall be sent to the person stated on the Notice of Award, at the company addressed stated therein.
- 1712. Notices to the City and Invoices for completed work should be directed to:

Project Manager:	
Department:	
Mail Invoices to:	
Invoice Payment Inquiries:	

- **1713.** Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.
- **1714.** All drawings, reports, and documents prepared by the Contractor under this Agreement shall be the exclusive property of the City of New Haven. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to accept the submission as final, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material approval.
- **1715.** Billing/Invoicing/Contract Value The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the Contract #, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor: (A) failed to provide notice to the City as described herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are NOT considered as written permission to exceed the contract value.

1716. Security of Performance - The Contractor shall furnish at its own expense the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract to guarantee the faithful performance of this Agreement; provided, however, that if the Board waives this performance bond requirement, Contractor shall credit ninety-five thousand dollars (\$95,000,), spread equally on Contractor's monthly invoices during each of the school year in which the requirement is waived. City shall notify Contractor no later than March 30 of any required bonds for the upcoming contract year. In the event that City requires a bond, the parties shall agree on revised pricing for the Contract year in which the bond is required to cover costs associated with the required bond. If required, such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Board, and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. Proof of bond ability must be submitted with the proposal.

THIS AGREEMENT, together with other documents enumerated in ARTICLE 3, form the Contract Documents between the parties.

IN WITNESS WHEREOF, the parties have executed TWO (2) counterparts of this Agreement as of the day and year first above written.

Signature blocks to follow

Service Specifications

1. Term of Agreement

1.1. The services to be provided in accordance with this Agreement shall commence July 1, 2024 and continue for a period of four (4) years ending June 30, 2028. On mutual consent City and Contractor shall have the option of extending this Agreement for an additional year except that such renewals shall be limited to a maximum of two (2) annual renewal periods for a maximum Agreement term of five (6) years. Pricing for renewal years shall be established in the proposal Pricing Form

2. City Obligations

- 2.1. City hereby agrees to compensate Contractor for the provision of Student Transportation Services as documented herein.
- 2.2. City agrees to work cooperatively with the Contractor to ensure the provision of safe, effective, and efficient Student Transportation Service over the term of this Agreement.
- 2.3. City shall establish, document, and provide to Contractor such policies as may be required to govern the provision of Student Transportation Services in the Department of Education. City reserves the right at its sole discretion to modify such policies over the term of this Agreement except to the extent that such modification prevents Contractor or City from complying with the terms and conditions of this Agreement.
- 2.4. City will provide for routine oversight, measurement, and reporting of Contractor performance as documented herein, and further agrees to fairly and equitably consider all reasonable requests presented by Contractor regarding City's obligations under this Agreement.

3. Contractor Obligations

- 3.1. Contractor hereby agrees to provide Student Transportation Services to City as documented herein.
- 3.2. Contractor agrees to work cooperatively with the City to ensure the provision of safe, effective, and efficient Student Transportation Service over the term of this Agreement.

4. Legal Compliance

- 4.1. In providing Student Transportation Services, Contractor shall comply with any and all applicable federal, state, county, and municipal laws, statutes, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Agreement and that pertain to the provision of these services to the City.
- 4.2. Contractor is responsible for having full knowledge of all such federal, state, county, and municipal laws, statutes, ordinances, policies, regulations, and/or prohibitions at all times over the term of this Agreement.

5. Safe Service

- 5.1. Student, City employee, Contractor employee, and public safety is paramount and will be the highest priority consideration in the delivery of services under this Agreement.
- 5.2. Contractor shall immediately inform the City of any City policies, regulations, procedures, or practices that may conflict with safety prioritization.
- 5.3. Contractor shall not intentionally compromise safety to achieve any of the requirements of this Agreement.
- 5.4. Contractor shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
- 5.5. Contractor shall immediately perform any service necessary to address a safety concern regardless of whether it is specifically required by this Agreement.
- 5.6. Contractor shall at all times adhere to a documented Safety Program acceptable in form and content to, and as explicitly approved by City. The Safety Program shall be documented and updated prior to the start of school in each school year covered by the term of this Agreement.
- 5.7. The Contractor shall keep a log on training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers.
- 5.8. Drivers of vehicles transporting special needs students shall be given additional appropriate training in excess of the minimum required for other drivers. This training shall be provided in cooperation with the school system pupil personnel staff.
- 5.9. The Contractor shall provide all necessary equipment, personnel, and assistance in carrying out the school system's bus safety drill program.

6. Service Days, Types, and Volume

- 6.1. Service will be provided during all days when school is in session between July 1 and June 30 for each year covered by this Agreement. The number of service days in any year will be one hundred and eighty (180). The actual number of service days provided by the Contractor in accordance with this Agreement may be more than this or may decrease by up to two (2) service days at the prices established in this Agreement. A decrease of more than two (2) operational days per year will require the Contractor and the City to renegotiate prices for the balance of the year in which the decrease occurs.
- 6.2. Contractor will provide home to school and school to home transportation service for all regular education, special education, Head Start, private school, and parochial school students defined as eligible for receiving this service by the Board of Education, and for which the Contractor has been awarded service under this Agreement. This may also, at the Board of Education's direction, include routing between schools and specific education programs before, during, or after the regular school day.
- 6.3. The initial services awarded to Contractor at the outset of this Agreement are described in Attachment F to this Agreement Service and Price Tabulation.

- 6.4. The Board of Education reserves the right at any time during the term of this Agreement to alter rider eligibility policies and other parameters that may alter the volume or type of service to be provided in accordance with this Agreement.
- 6.5. The number of service vehicles operated by the Contractor in accordance with this Agreement may increase or decrease by up to ten (10) percent at the prices established in this Agreement. A cumulative change of more than ten (10) percent will require the Contractor and the City to renegotiate prices for the balance of the Agreement term.
- 6.6. The Contractor shall provide such other Additional and Supplemental Student Transportation Service as may be requested by the Board of Education including, but not limited to co-curricular, activity, athletic, late or extended day, vocational, or special programs.
 - 6.6.1. The volume of services to be provided in accordance with this requirement will vary based on demand, is not guaranteed, and may be requested of other contractors.
 - 6.6.2. All services provided in accordance with this requirement shall be on a per-request basis. Contractor may decline to provide the requested service only in the event the equipment and staffing resources required by and committed to this Agreement are exceeded by the request or if the request conflicts with any other requirement of the service to be provided by the Contractor under the terms of this Agreement. All requests for service accepted by Contractor under this requirement shall be provided at prices as established by this Agreement.

7. Operating Parameters

- 7.1. Contractor will provide the services required under this Agreement in accordance with certain parameters established by the City as Board of Education policies, regulations, and Student Transportation standard operating procedures. These may be altered at any time over the term of this Agreement and at the sole discretion of the Board of Education. Current operating parameters shall be provided to the Contractor prior to the start date of this Agreement and at least thirty (30) days prior to the effective date of any approved change.
- 7.2. Contractor may petition City for an adjustment to rates of payment if any approved change to operating parameters has a material impact on Contractor's cost of providing services under this Agreement and is not otherwise compensated within the existing payment rate structure of this Agreement.

8. Routing and Scheduling

- 8.1. The development and maintenance of school vehicle routes and schedules shall be a cooperative responsibility of the Contractor and the Board of Education's designated representatives. The Contractor shall be responsible for leading this effort.
- 8.2. Contractor shall provide all required data systems and skilled staffing necessary to meet the Operating Parameters defined herein for each approved route operated by and assigned to Contractor for service under this Agreement. City reserves the right to designate the data systems to be utilized by Contractor in satisfying the requirements of this section.

- 8.3. Routes shall be designed in the most efficient and effective manner feasible within the overarching mandate for providing Safe Service.
- 8.4. Routes may include the picking up or dropping off of Bus Aides and Monitors assigned by the Board of Education to monitor pupil transportation.
- 8.5. No later than thirty (30) days prior to the final day of service in any school year covered by this Agreement, Contractor shall present a plan and schedule, with key milestone dates identified, for the development of service routes to be operated at the start of the following school year. The Board of Education's designated representatives and Contractor agree to work cooperatively to finalize the route development schedule, and to meet all identified planning milestones as required.
- 8.6. Contractor shall present proposed routes to the Board of Education's designated representatives for review and comment as they are developed, but not later than ten (15) workdays prior to the first day of school in any year during the term of this Agreement. Through its designated representatives, the Board of Education reserves the right at its sole discretion to approve, or disapprove, any proposed route modification and submitted by Contractor.
- 8.7. Contractor is responsible for conducting pre-service route verification to ensure the efficacy of all final approved routes. Such verification must include operating the full route as designed without student passengers on board. City agrees to compensate Contractor for one complete daily route cycle for the purpose of the pre-service route verification at eighty percent (80%) of the payment rates then in force under this Agreement.
- 8.8. Contractor is to perform approved routes as designed and approved, except deviations may occur irregularly based upon a particular day's riders, schedule, weather, unforeseen traffic situations, or the operator's contention that operating the route in the manner prescribed would create an unsafe Circumstance.
- 8.9. Contractor shall report in manner acceptable to the Board of Education's designated representatives and make recommendations for appropriate changes to routes when any of the following exceptions occur for three (3) consecutive school days:
 - 8.9.1. Zero (0) riders at any morning or afternoon bus stop
 - 8.9.2. Late arrival at any assigned school in the morning of ten (10) minutes or more
 - 8.9.3. Late departure from any assigned school in the afternoon of ten (10) minutes or more.
- 8.10. Contractor shall provide for regular administration of all planned routes, including additions, changes, and deletions of student riders from routes.
- 8.11. Contractor shall make route information in a manner and in a format acceptable to the Board of Education's designated representatives.

9. Contractor Personnel

9.1. The conduct and appearance of Contractor's vehicles, facilities, work areas, and employees shall meet the higher of 1) standards specified by City in its Operating Parameters, or 2) customary and reasonable standards for the student transportation

industry. Contractor shall be responsive to written direction provided by City as to any personnel or conditions deemed to be insufficient relative to these standards.

- 9.2. City may, at its sole discretion and at any time over the term of this Agreement, mandate a change to the Contractor's management personnel if City determines that Contractor's repeated and progressive efforts to resolve a specific and documented shortcoming identified by City have been unsuccessful.
- 9.3. Contractor must comply with City's request to remove any employee providing service under this Agreement if such removal is deemed to be in the best interest of City, and on submission of written documentation to Contractor providing the reasons for the request, and if City determines that Contractor's repeated and progressive efforts to resolve the issues have been unsuccessful.
- 9.4. Contractor shall provide a sufficient number and type of central operations staff to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance. The Contractor's staffing plan shall be submitted to, and approved by, the Superintendent of Schools or designee.
- 9.5. Contractor shall provide a sufficient number of qualified and trained vehicle maintenance staff to meet the requirements of this section and to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance.
- 9.6. Contractor shall provide a sufficient number of qualified and trained vehicle operators to operate all assigned routes and schedules and to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance. In addition, the Contractor shall provide for a ten percent (10%) ratio of backup operators to serve as substitutes for regular operator absences, and to ensure sufficient staffing of additional and supplemental service requests.
- 9.7. Contractor shall provide a sufficient number of qualified and trained vehicle monitors to be assigned to routes as designated by the City's designated representative. City reserves the right at its sole discretion to assign a certain number of City employees to meet a portion of this requirement, the number of which shall be provided to Contractor not later than ninety (90) days prior to the start of school in each year covered by the term of this Agreement.

10. Contractor Service Delivery Vehicles

- 10.1. Contractor shall provide student transportation vehicles of sufficient type, quantity, quality, and dependability to meet the service delivery requirements of this Agreement including, but not limited to the Legal Compliance and Minimum Service Level Criteria sections of this Agreement and the following:
 - 10.1.1. The service requirement may include Type I School Buses, Type II School Buses, Type I Lift Vehicles, Type II Lift Vehicles, or Student Transportation Vehicles (passenger vans).
 - 10.1.2. All vehicles placed in service for the first year of the Agreement term shall be conventionally powered utilizing either diesel, gasoline fuel, or other alternative fuel. Beginning with the second full year of the Agreement term City reserves the right to

require a designated number of electric vehicles be provided for service within the following parameters:

- 10.1.2.1. Such vehicles shall be operated by contractor but may be owned by either City or Contractor depending on circumstances.
- 10.1.2.2. Contractor agrees to negotiate in good faith with the City to consider issues surrounding availability, charging infrastructure, operational implications, and such rate adjustments as may be required to account for cost differentials as compared with conventionally powered vehicles.
- 10.1.2.3. Contractor agrees to a work with City in good faith to define and draft an achievable transition plan to an electrified fleet, considering such additional factors as the age and condition of the Contractor fleet provided for the first year of this Agreement and Contractor's wherewithal and ability to repurpose any conventionally powered units targeted for replacement but still meeting the operating parameters as defined within this Agreement. The Contractor will submit plan to the City within six months of the execution of this agreement.
- 10.1.2.4. Contractor agrees to collaborate with the City, Greater New Haven Clean Cities, New Haven Climate Movement and others in the community to promote the transition to cleaner, healthier modes of transportation, including (a) choosing mutually beneficial approaches to expanding electric vehicle charging options, (b) creating green jobs held by primarily New Haven residents who may benefit most, and (c) enhancing education opportunities with NHPS students surrounding emerging technologies with electric vehicles and charging infrastructure.
- 10.1.3. All vehicles shall be registered and taxed in the State of Connecticut.
- 10.1.4. All school vehicles are currently required by City ordinance (Sec. 29-16) to be no more than 7 years old; bid prices must reflect this requirement. Therefore, no vehicle shall be more than seven (7) model years old during any year of this Agreement.
- 10.1.5. The age of each vehicle shall be measured from the date the vehicle was first placed in service whether or not that service was on behalf of the City.
- 10.1.6. Contractor shall adhere to a minimum spare vehicle requirement of ten (10) percent of the total regular daily routes operated.
- 10.1.7. Contractor will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations.
- 10.1.8. Vehicles must be inspected in accordance with State of Connecticut Department of Motor Vehicles requirements. Representatives of the Board shall be notified and shall have the right to be present when the State of Connecticut Department of Motor Vehicles is conducting an inspection and shall also have the right to conduct its own inspections at any time it is deemed necessary. Reports of each inspection shall be filed with the Superintendent of Schools or designee, within seven (7) days of completed inspection. These records will constitute a specific statement concerning the mechanical condition of each individual bus and shall be on a form approved by the Board of Education.

- 10.2. Contractor shall submit an inventory of their vehicle fleet assigned to provide service under this Agreement, with content and in a format acceptable to City, at least one (1) month prior to the commencement of services under this Agreement and at each subsequent anniversary date of the Agreement.
- 10.3. Contractor shall provide all vehicle equipment required to provide service under this Agreement. This may include but is not limited to wheelchair equipped vehicles, wheelchair tie-downs, and other special equipment.
- 10.4. Each Contractor vehicle shall be equipped with two-way radio communication to the Contractor dispatch facility. Another form of two-way communication is required if the vehicle is beyond two-way radio range.
- 10.5. Each Contractor vehicle shall be equipped with Automated Vehicle Location (AVL/GPS) equipment and service plans of a type and quality sufficient to, at a minimum, interface with other City systems, transfer required data to City, and calculate the Minimum Service Level Criteria of this Agreement.
- 10.6. Each Contractor vehicle shall be equipped with digital video cameras and data capture equipment of a type and quality sufficient to meet the Operating Parameters and to enable real-time access to stored video data as may be required by City. Video shall be stored and accessible to the City for a minimum of 30 days. Any video request by the City shall be copied and retained by the contractor for a period of one year.

11. Software, Hardware, and Related Technologies

- 11.1. Contractor shall provide the hardware, software, and technical services necessary to:
 - 11.1.1. Connect to City's designated online data systems via connections or portals, as required.
 - 11.1.2. Provide City with electronic access via direct system access or data transfer to Contractor's functioning AVL/GPS systems.
 - 11.1.3. Provide City with electronic access to view and store as required, data from functional digital video cameras. Video to be maintained and accessible for a minimum period of 30 days.
- 11.2. In addition to the requirements explicitly identified in this section, Contractor agrees to work cooperatively with City to identify and incorporate such other technologies as may become available or be required by City in furtherance of its objectives over the term of this Agreement. City and Contractor furthermore agree that the incorporation of such technologies may result in additional costs requiring the renegotiation of rates of compensation under this Agreement.

12. Other Responsibilities

- 12.1. Contractor will be responsible for providing all services related to student transportation not otherwise noted, or not specifically reserved for City in this Agreement.
- 12.2. The Contractor shall be fully responsible for the care and supervision of pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil starts to enter the school bus and shall be deemed to have ended when

the pupil has completed alighting from the bus. School authorities shall cooperate with vehicle operators in maintaining proper conduct of the passengers. A verbal report by vehicle operators on any disturbance or irregularities should be communicated in real time to the driver's supervisor, who in turn shall immediately inform the Board of Education's designated representatives and the principal of the school involved. The Contractor shall forward a copy of a written report to the school involved within twenty-four (24) hours.

- 12.3. Contractor shall provide voice communications on the same network with New Haven Public Schools for direct contact between the Board of Education's designated representatives and the Contractor's management personnel. A direct, dedicated phone line for exclusive use by the Board of Education's designated representatives will be available from 5:30 a.m. until 6:30 p.m. on each day services are being provided, including during evening and/or weekend bus trips are operating for the school system. A dedicated means of communication approved by the Board of Education's designated representatives shall be available to receive changes and correspondence in the Contractor's routing office.
- 12.4. The Contractor many be required to provide bus aides or monitors for the purpose of ensuring safety and discipline of students on some routes. Aides and monitors shall be screened and selected in the same manner as vehicle operators.
- 12.5. Other activities including, but are not limited to:
 - 12.5.1. State and City mandated data collection and reporting
 - 12.5.2. Accident investigation
 - 12.5.3. Customer service activities to City, school officials, parents, and guardians

13. Performance Management

- 13.1. This Agreement will be subject to a Contract Performance Management Program. City shall designate a Contract Manager for the duration of this Agreement who shall be responsible for oversight of Contractor performance under this program. Contractor shall designate a Customer Manager for the duration of the Agreement who shall be the counterparty to the Contract Manager and who shall serve as the City's primary point of contact for matters relating to Contractor's performance under this Agreement. The Customer Manager must be delegated with the authority to act on behalf of Contractor in all matters related to Contractor's performance under this Agreement.
- 13.2. The foundation for the Contract Performance Management Program will be Contractor compliance with a set of minimally acceptable service levels and standards of performance. Contractor and City will cooperate to monitor, track, account for, and report to City the data and information required to determine Contractor's success in meeting or exceeding the established standards.
- 13.3. Contractor will comply with four (4) minimally acceptable standards of performance. For the purposes of this section a vehicle route is defined as either the morning, midday or afternoon component of a daily route package as developed approved for service.

- 13.3.1. Missed Routes No approved vehicle route assigned to the Contractor shall fail to be operated because of Contractor's inability to provide an adequate number of qualified vehicle drivers or monitors as defined within this Agreement.
- 13.3.2. Delayed Routes No more than five (5) percent of all vehicle routes assigned to the Contractor shall be delayed for any other operational issue under the direct control of Contractor. A delayed route is defined as any route component that begins operating more than ten (10) minutes after its scheduled time.
- 13.3.3. Mechanical Problems No more than five (5) percent of all vehicle routes operated by Contractor shall be delayed or missed because of a mechanical problem with Contractor's assigned vehicle. A delayed or missed route is defined as any route component that begins operation more than ten (10) minutes after its scheduled time or is delayed more than ten (10) minutes over the course of its route because of a mechanical problem with the assigned vehicle.
- 13.3.4. On-Road Incidents Contractor shall report every incident as defined in this section, as well as all other incidents involving bus accidents, mechanical breakdowns, or injuries to students to City within fifteen (15) minutes of occurrence and in a format and content acceptable to City.
- 13.4. Contractor shall cooperate with City to ensure recording and tracking of all data and information required to calculate compliance with the minimally acceptable standards of performance. These data shall be provided to City in a form and with content verifiable by and acceptable to City not later than the 15th of each month for service completed in the prior month over the entire term of this Agreement.
- 13.5. If a non-compliance situation occurs Contractor shall be immediately on notice whether or not City provides formal written notice of non-compliance.
- 13.6. Contractor shall comply with City directives to improve operations and outcomes that fall below established standards.
- 13.7. In the event of non-compliance with the minimally acceptable standards of performance, City may assess liquidated damages in accordance with the following schedule:
 - 13.7.1. Missed Routes City may assess liquidated damages in the amount of one hundred percent (100%) of the daily contract rate for each missed route in the preceding month.
 - 13.7.2. Delayed Routes City may assess liquidated damages in the amount of seventyfive percent (75%) of the daily contract rate for each delayed route in the preceding month that exceeds the allowable parameter.
 - 13.7.3. Mechanical Problems City may assess liquidated damages in the amount of fifty percent (50%) of the average daily contract rate for each missed or delayed route due to mechanical problems in the preceding month that exceeds the allowable parameter.
 - 13.7.4. On-Road Incidents City may assess liquidated damages in the amount of one thousand dollars (\$1,000) for each instance of non-reporting, or five hundred dollars (\$500) for each instance of reporting that exceed the allowable parameter.

14. Compensation and Payment

- 14.1. Contractor's pricing will be primarily based on the amount of time required for each service vehicle to complete its regularly assigned daily route package. The route package time of service will start when the assigned vehicle arrives at the first stop at which student riders are scheduled to board and ends when it arrives at the final stop at which student riders are scheduled to debark for either the morning, midday, or afternoon component of the route package. The combination of all components constitutes the Daily Bus Service Time.
- 14.2. Daily Bus Service Time shall be calculated in accordance with scheduled route data as determined by Contractor, and as reviewed and approved by City, except that request-based additional and supplemental services shall be included in the Daily Bus Service Time for route packages assigned to the ten (10) hour rate type as described in this section.
 - 14.2.1. Daily Bus Service Time shall be rounded to the nearest fifteen (15) minute increment.
 - 14.2.2. Non-recurring variances in actual versus planned Daily Bus Service Time of fifteen (15) minutes or less shall receive no incremental compensation.
 - 14.2.3. Non-recurring variances in actual versus planned Bus Service Time in excess of fifteen (15) minutes shall be compensated in accordance with the Rates of Compensation section of this Agreement if the variance causes the total to exceed the minimum Daily Bus Service Time.
 - 14.2.4. Recurring variances in actual versus planned Daily Bus Service shall be investigated by Contractor to determine cause and the route package shall be replanned and redocumented with changes submitted for City approval in accordance with the Routing and Scheduling section of this Agreement.
- 14.3. Attachment F Service and Price Tabulation Sheet of this Agreement contains the number of routes assigned to the Contractor by the City, and a table of rates associated with the Daily Bus Service Time for each route and vehicle type.
- 14.4. Contractor is guaranteed compensation for a minimum Daily Bus Service Time of either six (6.0) hours or ten (10) hours for each vehicle assigned to a regularly assigned daily route package under this Agreement. Any approved route package assigned to the six (6.0) hour rate package with a planned Daily Bus Service Time equal to or under six (6.0) hours will receive this rate of compensation. Any approved route package assigned to the ten (10.0) hour rate package with a planned Daily Bus Service Time equal to or under ten (10.0) hours will receive this rate of compensation.
- 14.5. Additional compensation for recurring or non-recurring Daily Bus Service Time in excess of the assigned minimum will be provided on the basis of a regular service incremental hourly rate calculated in fifteen (15) minute increments.
- 14.6. Compensation for Additional Supplemental Services will be provided for each documented and approved instance of service, calculated in fifteen (15) minute increments, rounded to the nearest fifteen (15) minute increment.

- 14.7. Contractor shall submit an invoice to City at once for each month of service provided under this Agreement. The invoice shall be submitted in a manner and format, and with content acceptable to City.
- 14.8. At a minimum, the invoice shall include sufficient information and detail to support the amounts billed and shall reconcile to the route data developed under this Agreement.
- 14.9. Each invoice shall be received by City not later than five (5) business days following the final date of service covered by the invoice.
- 14.10. The invoice shall be reviewed and approved by City within five (5) business days of receipt. If Contractor does not receive notice from City within this timeframe, Contractor may assume City has approved the invoice.
- 14.11. If City finds an error or questions the accuracy of any item on the invoice, the error or question shall be reported to Contractor who shall reconcile the error or and the question and resubmit the invoice for approval within two (2) business days of receiving notice. City shall review the revisions within three (3) business days of receiving the revised invoice.
- 14.12. City shall pay all invoices within thirty (30) days of final approval.

15. Fuel

- 15.1. All fuel used by Contractor vehicles in the provision of service under this Agreement shall be provided by City at no cost to Contractor.
- 15.2. Contractor shall maintain a legal and secured fuel storage and dispensing facility at the same location as it uses for vehicle storage and dispatch. The fuel storage and dispensing equipment shall be capable of accurately monitoring and accounting for all fuel dispensed by user, vehicle number, date, and time. Dispensing equipment shall be protected against unauthorized use through the use of access codes, lockout devices, or such other method that meets with the approval of the City.
- 15.3. Contractor agrees to work cooperatively with the City to ensure the accounting for fuel use is accurate throughout the term of this Agreement. Such accounting shall be conducted in a form and provided in a format deemed acceptable to and approved by the City and reported on a monthly basis.
- 15.4. Contractor agrees to work cooperatively with the City to ensure that as electrical vehicles come into use in the district the utility vehicle charging costs for each vehicle is correctly calculated and that cost and consumption is reported and billed separately each month in a format that is approved by the City.

REQUEST FOR PROPOSALS SPECIFICATIONS

TO PROVIDE

STUDENT TRANSPORTATION SERVICES

1. Procurement Background

a. Statement of Purpose

The New Haven Public Schools ("NHPS") seeks to establish a contractual partnership with a commercial provider of student transportation services. The stated objective is to serve the students of the NHPS through the provision of high quality, safe, effective, and efficient transportation services. The NHPS is seeking a positive working partnership with a contractor dedicated to these same objectives. While price will be a significant factor in the selection of the contractor, a demonstrated ability and willingness to work cooperatively with the NHPS in achieving these objectives will also be a determining factor in selection. The services to be provided will be for an initial three (3) year term. There are two (2) one (1) year mutually agreed successor agreement options for a total maximum term of five (5) years.

b. Student Transportation Services in the NHPS

The NHPS provides transportation services to approximately 17,000 students attending 11 high schools, 2 middle schools, 30 elementary and K-8 schools, 9 early childhood program locations, and 19 other education centers. Services are provided on three primary transportation tiers using a total of approximately 315 route vehicles. Additional transportation is provided to support athletic and extracurricular programming. All services are managed and administered by the NHPS transportation staff.

Relevant operating statistics for all <u>currently</u> scheduled bus routes is included as Current Services Summary. The prospective contractor should consider this information in developing its proposal and pricing but is advised against considering this data as entirely reflective of the routes that will be in place for the start of any contract resulting from this solicitation.

c. Summer and Community Based Programming

The City of New Haven and Board of Education reserve the right to use the respondents pricing for various services including but not limited to Summer Camps, Youth and Recreation programming, Elderly Services, and any other City/NHPS events.

2. Services to be Provided

a. Reference to Contractual Agreement

The draft Standard Form of Agreement template included with the solicitation documents shall be completed and executed by the City and selected contractor. This documents the service specifications to be provided and the governing terms and conditions of the partnership. No alterations or modifications to the Standard Form of Agreement as drafted and included are allowable in the contractors' proposal submissions, except as expressly included in any addendum that may be issued to this RFP prior to the proposal submission date. The prospective contractor is advised to thoroughly review the Standard Form of Agreement in its entirety and to expressly consider its requirements in the construction of its proposal.

b. Contract to be Awarded

The NHPS intends to award one contract through this solicitation. The contract will be aligned to the service requirements of the district. Table 1 describes the service areas and expected volumes of service required within each grouping for which one contract will be awarded. Further volume of service information is provided in the Current Services Summary where the prospective contractor can view information concerning the <u>current</u> routes in each service area. Prospective respondents should defer to the table below when reconciling any differences between the information provided and Table 1.

Distri	ct Services Areas	Vehicle Requirements	Expected Service Volume
•	Regular and Special Needs In District Home-to-School and related supplemental services	260 Type I School Bus 2 with lifts and wheelchair positions	317 total daily routes plus supplemental services
•	Regular and Special Needs Out of District Home-to- School and related supplemental services	57 Type II School Bus 9 with lifts and wheelchair positions	

Table 1 – District Transportation Services

c. Proposal and Contract Award Limitations

Contractors must submit a single Technical Proposal that provides for all services outlined from Table 1 to be considered for award. Price Proposals submitted must include all services outlined in Table 1 and be submitted on the form provided.

3. Requirements for Submission

a. Proposal Submission Format

All submissions must follow the submission format specified in this section. The NHPS seeks **clarity** and **brevity** in the prospective contractor's description of its qualifications and experience to provide the required services, and in particular its proposed methodology and track record in forming a working partnership with its current customers. Submissions shall not contain excessive verbiage, marketing materials, or information not expressly required by this RFP. This information is not desired and will not be considered favorably in the review and selection process. The NHPS reserves the right to reject any and all proposals or to waive any informalities, irregularities, or technicalities in any proposal should it be deemed to be in the best interest of the New Haven Public Schools to do so.

b. Proposal Content

The contractor's proposal shall be submitted in two (2) distinct parts, (1) a Technical Proposal and (2) a Price Proposal. The proposals shall be in a format consistent with the order of the numbered sections as follows:

Contractor Technical Response Matrix Document

- 1. <u>Identifying Information</u> Include the full legal name(s) of the parent company submitting the proposal and the company that will be the prime contractor providing the proposed services, if different. Provide the legal address of the company(s). Provide the full name, email address, and telephone number of the contractor's designated contact for the submission. This person must be vested with the authority to speak on behalf of the contractor in all matters related to the proposal and must be available during the entirety of the solicitation process outlined in the schedule of events above. This section of the proposal must be signed by the designated contact person.
- 2. <u>Service Subdivisions for Consideration</u> Clearly identify each of the named service subdivisions from Table 1 for which the contractor wishes to be considered for award. The contractor must submit the corresponding Price Proposal for each of the identified service subdivisions in the provided pricing matrix template.
- 3. <u>Qualifications, Experience, and References</u> Provide a brief but complete description of the contractor's qualifications and experience to provide the required services. At a minimum, include a description or illustration of the organization structure for the parent company and company proposed to provide the service, if different. Provide a history of the subject organizations, and information to illustrate the size and scope of their operations. If not currently providing transportation services to the NHPS, include on a single page for reference in this section a minimum of three (3) references of similar size and scope of services, including location, name and contact information. The NHPS will contact these customers as part of its review of proposals.

4. <u>Methodology and Approach</u> – Provide a brief but complete description of the contractor's proposed organization, operation facility, systems, methodologies, and processes for providing the required services meeting or exceeding the requirements of the Standard Form of Agreement, and for working with the NHPS as a service partner. While brevity and clarity are the objective, particular emphasis in scoring the proposal will be placed on comprehensiveness and specificity of this description to the requirements of the Standard Form of Agreement, and the overall fitness of the contractor relative to NHPS's goals and objectives for this procurement.

Pricing Proposal

<u>Pricing Proposal Submittal Forms</u> – Complete and submit the Price Proposal Submittal Form separately and in its entirety, as described in the Proposal Submission Instructions and Requirements below.

4. Review of Proposals and Contract Award

Qualified proposals will be reviewed by a committee established by the NHPS for the purpose of evaluating the contractor's wherewithal and desire to provide the required services. Final scoring of each proposal will be attributed on a weighted basis as follows:

- The Technical Proposal shall account for fifty percent (50%) of the final score.
- The Price Proposal shall account for fifty percent (50%) of the final score.

Technical Proposals will be subjectively evaluated and scored on a 100-point scale relative to the following criteria:

- 10 points Responsiveness to the requirements of the RFP
- 25 points Contractor's experience in providing similar services, with an emphasis on its experience within the State of Connecticut
- 25 points The proposed location of the contractor's operating facility in proximity to the City of New Haven
- 15 points Contractor's organization, methodologies, processes, and procedures
- 15 points The qualifications of the contractor's management team
- 10 points The strength of the contractor's references

Once each proposal has been evaluated in this manner, the Price Proposals shall be opened and compared, with the highest scores assigned to the lowest cost-effective contractor. The contractor(s) that present the most compelling proposals for a combination of technical responsiveness and price may be invited to participate in an in-person interview process. Following the interview(s), if conducted, a final recommendation for preferred contractor in each service subdivision will be identified and submitted to the City along with a recommendation to award a contract.

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20 16	2016 Thomas: Type A	Express 3500	4
20 16	2016 THOMAS: TypeA	Express 3500	4
20 16	2016 Thomas: Type A	Express 3500	4
20 16	2016 Thomas: TypeA	Express 3500	4
20 16	2016 Thomas: Type A	Express 3500	4
20 16	2016 Thomas: TypeA	Express 3500	4
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20 16	2016 THOMAS: Type A	Express 3500	4
20 16	2016 Thomas: Type A	Express 3500	4
20 16	2016 Thomas: TypeA	Express 3500	4
20 16	2016 FORD: TRANSIT350	Transit 350	7
20 16	2016 FORD: TRANSIT350	Transit 350	7
20 16	2016 FORD: TRANSIT350	Transit 350	7

20 16	2016 FORD: TRANSIT350	Transit 350	7
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20 16	2016 Thomas: TypeC	C2	71
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20 16	2016 Thomas: TypeC	C2	71
20 17	2017 Thomas: Type A	Express 4500	24
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20 17	2017 THOMAS: Type A	Express 4500	24
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20 19	2019 Dodge: G Caravan	Grandcaravan	7
20 19	2019 Dodge: G Caravan	Grandcaravan	7
20 19	2019 Chrysler: D Caravan	Grandcaravan	7
20 19	2019 Dodge: G Caravan	Grandcaravan	7
20 19	2019 Dodge: G Caravan	Grandcaravan	7
20 19	2019 IC: Type C	CE	71
20 19	2019 IC: Type C	CE	71
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Contractor Name:

DESCRIPTION OF RESPONSE MATRIX

Each element of scouring the RFP is assigned a point value using the following ranking system. Each of the two parts (Technical and Price) on the Summary Matrix is further subdivided into a number of more specific evaluation elements. The evaluation element criteria to be considered in assigning a ranking to each of these are described beside each specific evaluation element in the matrix pages that follow. The number of points to be assigned based on the ranking system is described here. Responses to each area of scoring are required by the contractor to be scored in that area.

Ranking	Description	Points Assigned
E – Exceeds Expectations	The proposal clearly exceeds the requirements of the RFP.	100% of Available Points
M – Meets Expectations	The proposal substantially and clearly meets the requirements of the RFP.	66% of Available Points
B – Below Expectations	The proposal is responsive to the minimum requirements of the RFP, but substantial clarification or supplemental information is required to demonstrate that it meets expectations. ¹	33% of Available Points
U – Unacceptable / No Response	The proposal does not address, or otherwise fails to demonstrate that the vendor understands and/or will comply with the requirements of the RFP. ²	0% of Available Points

1. Each evaluation element that is assigned a ranking of "Below Expectations" will be addressed during offeror interviews, if the offeror is invited for an interview. Depending on the offeror's response during the interview, the ranking may be adjusted in the final evaluation.

2. Each evaluation element that is assigned a ranking of "Unacceptable Response" will be addressed during offeror interviews, if the offeror is invited for an interview. Depending on the offeror's response during the interview, the ranking may be adjusted in the final evaluation.

Contractor Name:

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
 Responsiveness to the requirements of the RFP. 	 Elements to examine: The proposal is organized as required. The proposal contains all of the required sections. Each named section provides information in response to the section description in the RFP (RFP page 3). 	10	

A. Technical Proposal – 100 Available Points

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
2. Contractor's experience in providing similar services, with an emphasis on its experience within the State of Connecticut.	 Elements to examine: The size and scope of the vendor's total operations. The size and scope of the vendor's Connecticut operations. The appropriateness of the vendor's organization structure given it's overall size, scope, and location of its current contracts. Whether all of the above provides sufficient indication that the vendor can successfully add and service a contract the size of NHPS. 	25	

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
3. The proposed location of the contractor's operating facility in proximity to the City of New Haven.	 Elements to examine: Whether the vendor is proposing to use an operating facility within the city limits. If not, are they proposing to use a facility within a reasonable proximity to New Haven such that New Haven resident employees can access that location. In either case, is the location specifically identified and adequate to house the fleet and the staff necessary to provide the services required. 	25	

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
4. Contractor's organization, methodologies, processes, and procedures.	 Elements to examine: Whether the proposal is succinct and easy to understand. Whether the description of the vendor's processes is clear and sufficient to provide confidence the vendor can meet the NHPS service requirements. Whether the proposal addresses the specific requirements of the template contract as provided with the RFP. 	15	

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
5. The qualifications of the contractor's management team.	 Elements to examine: Whether the proposal specifically identifies a local manager for the NHPS contract. The extent of the vendor's reporting structure above the local manager, including the number of people between the local manager and the chief executive. Whether the offeror's team as identified demonstrates the wherewithal to manage a complex implementation and operation as will be required for the NHPS contract. 	15	

Evaluation Element	Evaluation Considerations	Max Pts	Comments
6. The strength of the contractor's references.	 Elements to examine: Whether the proposal identifies the required number of references and provides suitable contact information. The strength relative of the references. 	10	
	Total Maximum Score	100	

Student Transportation Services Proposal Pricing Form

Preparation notes: The prospective contractor is to complete all sections of the pricing form. All daily rates are subject to a 6-hour per day minimum, except as indicated for Alternate 10-hour per day minimum.

Contractor:

Home to School Roures

		Base Contract							Renewal Year Options									
Vehicle and Service Type		FY 2024/202	25		FY 2025/2026			FY 2026/2027			FY 2027/2028		FY 2028/2029		FY 2029/2030			
	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total
Regular Service 6 Hr Bus Type I School Bus																		
Alternative 10 Hr Bus Type I School Bus																		
Special Needs Service Type II School Bus																		
Lift Vehicle Type 1 or Type 2																		
Alternative Vehicle Services STV																		
Bus Monitor																		
Total Amount																		

CITY OF NEW HAVEN BUREAU OF PURCHASES

Solicitation Information Template - SIT

https://newhavenct.bonfirehub.com

City Department:			New Haven Publ	lic Schools		
Contact:	Thomas Lamb	Email	Thomas.Lamb@new-haven.k12.ct.usTelephone #475-220-1591			
Reviewer: (See Definition Below)	Dr. Mike Finley	Email	Michael.Finley@new	v-haven.k12.ct.us		
	Thomas Lamb	Email	Thomas.lamb@ne	ew-haven.k12.ct.us		
	Teddi Barra	Email	Teddi.barra@new	-haven.k12.ct.us		
	Christine Bourne	Email	Christine.Bourne@	@new-haven.k12.ct.	us	
	Sequella Coleman	Email	ColemanS@new-	haven.k12.ct.us		
	Typhanie Jackson	Email	Typhanie.Jackson	@new-haven.k12.c	t.us	
Advisor: (See Definition Below)	Mike Gormany	Email	MGormany@newhavenct.gov			
Observer: (See Definition Below)	Elia Alexiades	Email	ealexiades@newh	navenct.gov		
	-				-	
Solicitation Type:	Construction under \$100k (non SCD)		Construction \$100k to 1 Million		Construction over \$1 million	
see Solicitation Format Guide	Commodity		Service		Grant RFP	
	SCD Service		SCD Under \$100 k		SCD \$100 -\$150k	
	RFP	XXX	RFP w/ LWI		RFP Hybrid	
Project Name: If you have had a prior solicitation use the same naming convention – this helps when searching historical records – Also Keep it Simple Project Number:	New Haven Public S	Schools Trans	portation RFP			

Construction projects require a Project # - request from Engineering					
Brief Overview/Mayoral Summary: This will be used for the Advertisement and the Web Page. Be thorough but not too wordy	RFP for the selection	of student transportatio	n provider for the New I	Haven Public Sci	hools
Solicitation Budget:			Publi	sh Budget Yes	No
Solicitation Term:			(
Solicitation Term: (for longer construction projects)					
Advertisement: We advertise in the New Haven Register, Please provide a PO # or Munis # if you require other papers, please provide funding PO	Munis Account #	<u>!</u>	Indicate	Publication: e if you need to vertise in other publications	
(These are subject to change)	Advertise Date:		С	lose Date:	
Pre-Solicitation Meeting Date must be a minimum of 7 days after ad date and 7 days prior to closing date	Date:	Time:		Location :	
Funding Source & Acct #	City:	State:		Federal:	
Special Requirements, Certifications Etc Please include in this section any special items or licensing etc that would be appropriate/required for this sonication					
Specifications: Please put all the specifications into this box – if they are very large you may include a separate email with the document	As per 2024 NHPS FY	Y2024 Student Transpo	rtation RFP Specs Doc	ument	
Bid Table: Formerly known as Calc Sheet – Contact Procurement Analyst for Template (Bids) RFP Selection Criterion:	See 2024 NHPS R	RFP Evaluation Matri	x Document		

Contact Purchasing if you need				
suggestions:				
Have the Special and or				
General Conditions sections				
been Modified in any way?				
Architect/Engineering Firm:				
A/E Contact:	Contact	Email	Telephone	





Finance and Operations Committee March 4, 2024 Staffing Guidelines Progress Report

Dr. Madeline Negrón, Superintendent Keisha Redd-Hannans, Assistant Superintendent of Curriculum, Instruction, and Assessment

Forty-Three Positions Examined



Principal	Speech/Language	Nurse
Assistant Principal	Psychologist	Restorative Practice Coach (Non-Certified)
Classroom Teachers	School Counselor	School Climate Culture Specialist (Teacher)
Unified Arts	Multilingual Coaches	Youth Development Coordinator (Non-Certified)
Physical Education	Bilingual Classroom Teachers	Behavioral Specialist (Registered Behavioral Technician Certificate)
Literacy Coach	ESOL Teachers, Dual Language Program	In-House Suspension Worker (Non-Certified)
Mathematics Coach	ESOL Teachers, ESL Program	Student Retention Specialist
Technology Facilitator/Technician (Non-Certified)	Magnet Coaches (Magnet Resource)/Theme Coaches	Family Resource Coordinator/Parent Liaison
Librarian Media Specialist	Lead Teachers/Instructional Coaches	Drop-out Prevention Worker
STEM Teacher	Reading Interventionists	School Community Care Coordinator
Special Education (Resource)	Math Interventionists	Custodian
Special Education (self-contained)	Building Substitutes	Administrative Assistant
PPT Facilitator	Paraprofessionals	Security
BCBA (Board Certified Behavior Analyst)	Paraprofessionals (SPED)	
Social Worker	Paraprofessionals (self-contained)	

Staffing Guidelines (March 2023)



Total Need: 709 Staff Salaries: \$39,226,995 Benefits: \$15,922,282 Total Cost: \$55,149,277

Position	Need	Cost	Position	Need	Cost	
Principal		0 \$	0Magnet Coaches (Magnet Resource)/Theme Coaches		25 \$ 1,625	5,000.00
Assistant Principal		0 \$	0 Lead Teachers/Instructional Coaches		0	\$0
Classroom Teachers		0 \$	0 Reading Interventionists		41 \$2,665	,000.00
Unified Arts		0 \$	0Math Interventionists		41 \$2,665	,000.00
Physical Education		0 \$	0 Building Substitutes		41 \$2,665	,000.00
Literacy Coach		0 \$	0 Paraprofessionals		60 \$1,500	,000.00
Mathematics Coach		1 \$65,000.00	Paraprofessionals (SPED)			
Technology Facilitator/Technician (Non-Certified)		26 \$1,300,000.00	Paraprofessionals (self-contained)		65 \$1,625	,000.00
Librarian Media Specialist		13 \$845,000.00	Nurse		0	\$0
STEM Teacher		35 \$2,275,000.00	Custodian		0	\$0
Special Education (Resource)			Administrative Assistant		25 \$1,100	,000.00
Special Education (self-contained)			Security		8\$ 312,	,000.00
PPT Facilitator		30 \$2,250,000.00	Restorative Practice Coach (Non-Certified)		14 \$ 910,	,000.00
BCBA (Board Certified Behavior Analyst)			School Climate Culture Specialist (Teacher)		49 \$3,185	,000.00
Social Worker	16	5.5 \$1,155,000.00	Youth Development Coordinator (Non-Certified)		14 \$ 672,	,000.00
Speech/Language		20 \$1,400,000.00	Behavioral Specialist (Registered Behavioral Technician Certificate)		20 \$1,300),000.00
Psychologist		6 \$ 420,000.00	In-House Suspension Worker (Non-Certified)		30 \$1,500),000.00
School Counselor		11 \$ 715,000.00	Student Retention Specialist		0	\$0
Multilingual Coaches	17	7.5 \$1,137,500.00	Family Resource Coordinator/Parent Liaison		0	\$0
Bilingual Classroom Teachers			Drop-out Prevention Worker		21 \$1,050),000.00
ESOL Teachers, Dual Language Program			School Community Care Coordinator		41 \$2,050	,000.00
ESOL Teachers, ESL Program	38	\$2,400,000				

Staffing Guidelines Progress Report



Position	•	FY24 New Staff	Cost		Proposed FY25 New Staff	Cost
Special Education (Resource)	• •					
Special Education (self-contained)						
PPT Facilitator	30	5	5	\$375,000.00		
Security	8				6	\$270,000.00
Social Worker	16.5				2	\$150,000.00
Psychologist	6				2	\$150,000.00
School Counselor	11				2	\$150,000.00
Multilingual Coaches	17.5				3	\$225,000.00
Bilingual Classroom Teachers		5	5	\$375,000.00		
ESOL Teachers, Dual Language Program						
ESOL Teachers, ESL Program	38					
Cyber Security (New Position FY25)					1	\$95,000.00
Technology Coordinators (New Position FY25)					1	\$75,000.00
Total (New Positions)		10)	\$750,000.00	17	\$1,115,000.00



NEW HAVEN PUBLIC SCHOOLS

Midyear Data Report Board of Education Meeting March 11, 2024

Keisha Redd-Hannans, Assistant Superintendent of Curriculum, Instruction, and Assessment Jennifer Tousignant, Supervisor of Elementary Reading and Language Arts Dr. Jennifer Swingler, Supervisor of Secondary English Language Arts Monica Joyner, Supervisor of Mathematics

TOGETHER Striving Towards the Next Chapter of Excellence!



Assessment	Grade Levels	Frequency
Letter/Sound ID	к	3 x per year
DIBELS (PSF, ORF)	K-3	3 x per year
Growth Measure (HMH)	3-10	3 x per year
Running Records	Elementary	ongoing
IAB	3-8	ongoing
Common Writing Assessment	High School	3 x per year
SBA	3-8	1 x per year
SAT	11	1 x per year



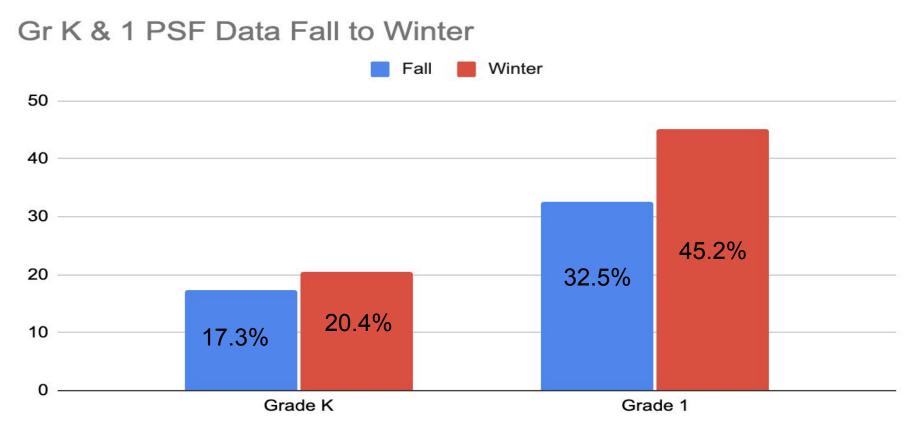
DIBELS: Dynamic Indicator of Basic Early Literacy Skills~Universal Screener used in grades K-3, CSDE approved and contains multiple subtests including PSF and ORF which are included below and in this presentation. This screener alerts educators as to which children may experience reading difficulties.

PSF: Phoneme Segmentation Fluency~Part of a Universal Screener which assesses a student's ability to hear individual sounds in word. For example, in the word mop the sounds are /m/ /o/ /p/.

ORF: Oral Reading Fluency~Part of a Universal Screener which assesses a student's fluency rate. A student is presented with a passage of text and provided 1 minute to read as many words in the passage as they can.

HMH Growth Measure: Houghton Mifflin Harcourt, Growth Measure administered in grades 3-10, measures reading and language. This assessment is a computer adaptive measure. This is available in both English and Spanish and is the assessment from our current elementary core program.

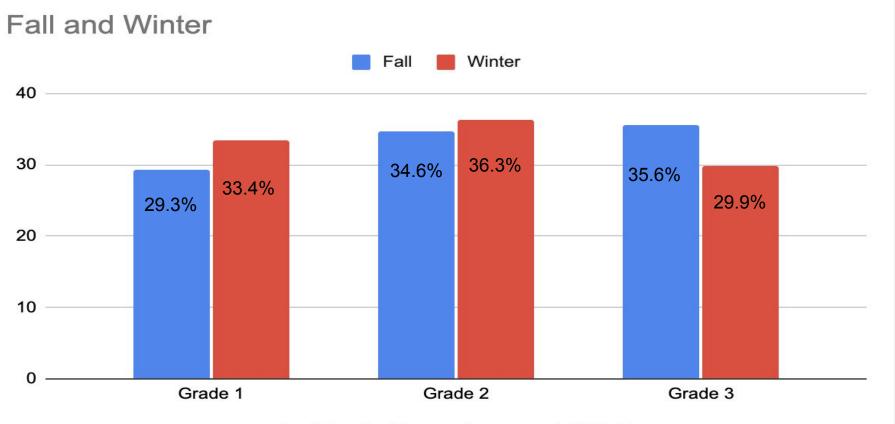




Grade K and Grade 1 Phoneme Segmentation Fluency

DIBELS: ORF Data 2023-24





Oral Reading Fluency Assessment 2023-24

HMH Growth Measure Celebrations



For Grades 3-8, there was an 8 percentage point increase of students performing At or Above Level from Fall to Winter on the Growth Measure Assessment!

35% of Grade 3-8 Students grew a Grade Level Equivalency or One Grade/Performance Level from Fall to Winter on the Growth Measure Assessment!



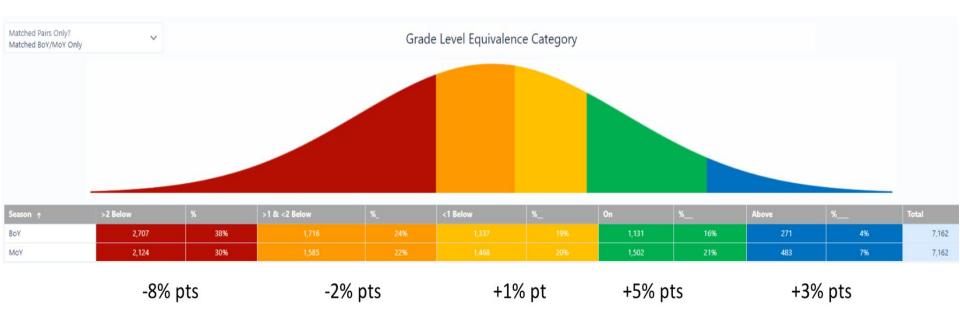




Growth Measure: Grade Level Equivalency



Overall: Reading GLE Category Change Fall to Winter Grades 3-8

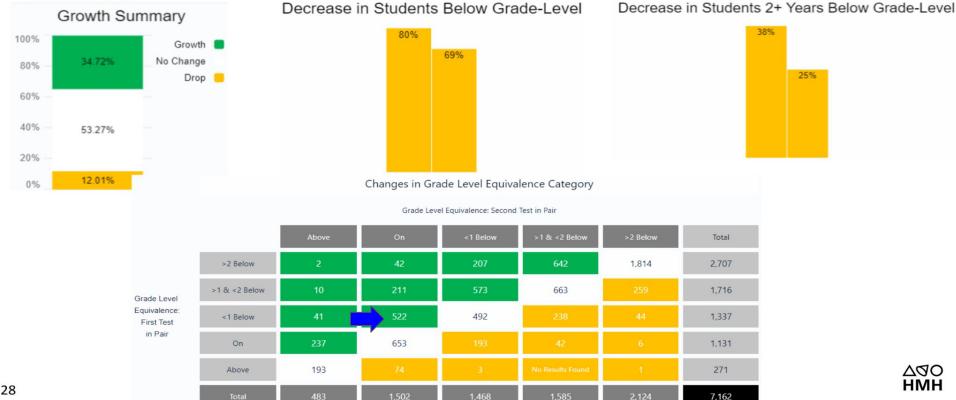


Growth Measure:



Overall: Reading Growth Summary Fall to Winter

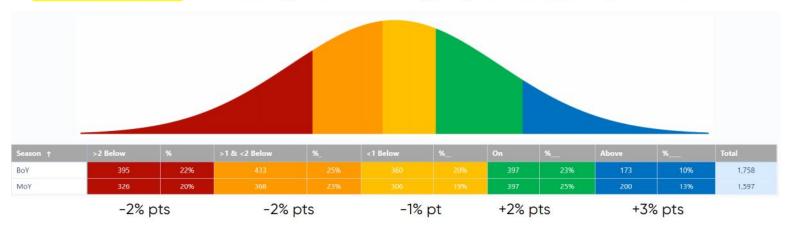
Grades 3-8



Growth Measure: Grade Level Equivalency

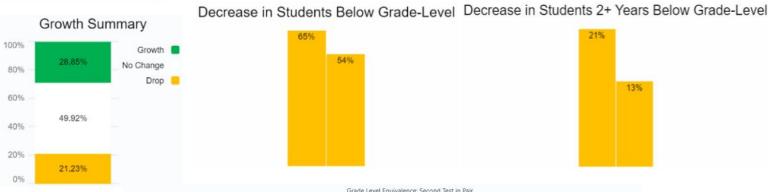


Grades 9-12: Reading GLE Category Change by Season





Grades 9-12: Reading Growth Summary Fall to Winter



		Grade Level Equivalence: Second Test in Pair								
		Above	On	<1 Below	>1 & <2 Below	>2 Below	Total			
	>2 Below	3	9	31	98	239	380			
ade Level	>1 & <2 Below	3	59	104	191	88	445			
quivalence: First Test	<1 Below	12	120	115	92	19	358			
in Pair	On	87	238	91	38	4	458			
	Above	127	51	3	No Results Found	4	182			
	Total	232	477	344	419	351	1,823			





Reading GLE Avg Change Fall to Winter by Grade (Updated 2-19-24)

Grade	Number of Students	Fall GLE	Winter GLE	GLE Growth
02	89	1.5	2.0	0.5
03	1049	1.7	2.1	0.4
04	1244	2.2	2.6	0.4
05	1267	3.4	3.8	0.4
06	1251	4.5	4.8	0.3
07	1204	5.5	5.8	0.3
08	1218	6.6	6.9	0.3
09	896	7.9	8.1	0.2
10	719	9.1	9.1	0.1
11	153	10.3	10.3	0.0
12	55	9.4	9.7	0.3
District	9145	4.9	5.2	0.3



Growth Measure by Grade Level

EW HAVEN PUBLIC SCHOOLS

Below is the data showing the <u>percentage of students at each performance level for the Middle of the Year (MOY) by grade</u> <u>level.</u> Also, the the change in percentage from the beginning of the year (BOY) to the MOY for the current school year. <u>Please</u> <u>note</u>: the cells highlighted in green means the data is trending in a positive direction while red means that the data is trending in a negative way while yellow means that the data is unchanged.

			 		_			_			_	-	
	FAR BELOW	Change from	BELOW LEVEL	Change from		APPROACHING	Change from		ON LEVEL	Change from		ABOVE LEVEL	Change from
	LEVEL (MOY)	BOY	(MOY)	BOY		(MOY)	BOY		(MOY)	BOY		(MOY)	BOY
District	29.1%	-5.3%	21.9%	-1.8%		20.3%	1.3%		21.2%	3.7%		7.5%	2.3%
Grade 3 Classes	22.5%	-8.0%	22.3%	-7.0%		28.1%	3.0%		22.4%	9.3%		4.7%	2.7%
Grade 4 Classes	35.6%	-12.5%	21.3%	-2.0%		19.2%	4.8%		16.7%	6.5%		7.1%	3.2%
Grade 5 Classes	34.3%	-9.2%	21.6%	0.1%		19.4%	1.0%		20.0%	6.0%		4.8%	2.3%
Grade 6 Classes	31.6%	-7.3%	20.3%	-2.3%		18.6%	2.1%		22.2%	4.2%		7.3%	3.4%
Grade 7 Classes	31.5%	-6.0%	23.5%	0.6%		18.0%	1.0%		19.2%	1.7%		7.6%	2.7%
Grade 8 Classes	27.1%	-5.1%	21.9%	-1.6%		19.5%	0.1%		23.5%	4.2%		7.9%	2.4%
Grade 9 Classes	27.9%	2.1%	20.0%	-3.7%		17.7%	-2.4%		22.6%	-0.8%		11.7%	4.7%
Grade 10 Classes	15.3%	-4.8%	22.9%	-3.0%		19.3%	-0.6%		27.2%	4.2%		15.3%	12.7%
											-		

Growth Measure Change by Subgroups



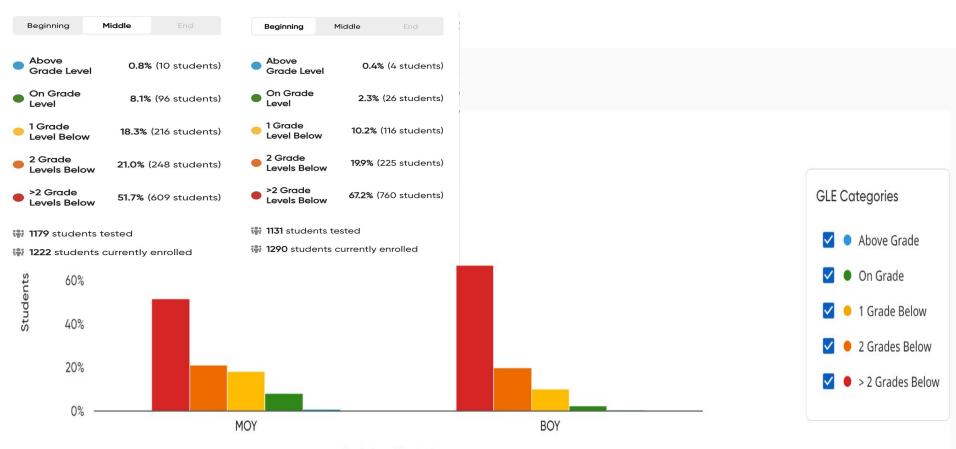
Below is the data showing the **percentage of students at each performance level for the Middle of the Year (MOY) by group**. Also, the the change in percentage from the beginning of the year (BOY) to the MOY for the current school year. **Please note**: the cells highlighted in green means the data is trending in a positive direction while red means that the data is trending in a negative way while yellow means that the data is unchanged.

			 		 		_			_		
	FAR BELOW LEVEL (MOY)	Change from BOY	BELOW LEVEL (MOY)	Change from BOY	APPROACH ING (MOY)	Change from BOY		ON LEVEL (MOY)	Change from BOY		ABOVE LEVEL (MOY)	Change from BOY
All Students	29.1%	-5.3%	21.9%	-1.8%	20.3%	1.3%		21.2%	3.7%		7.5%	2.3%
Female	26.3%	-3.8%	21.6%	-3.4%	21.7%	1.6%		23.7%	4.4%		6.8%	1.3%
Male	32.0%	-6.7%	22.6%	-0.3%	19.7%	1.6%		18.5%	2.7%		7.3%	2.7%
Multilingual Learners	48.8%	-11.3%	23.7%	0.1%	16.9%	4.3%		9.7%	6.3%		0.8%	0.5%
Special Education	61.4%	-8.5%	21.4%	2.7%	10.4%	3.3%		5.7%	1.9%		1.2%	0.5%
Diff. b/t High Needs v. Non-Hi	31.4%	-6.6%	24.3%	-0.9%	21.2%	2.0%		19.1%	4.2%		4.0%	1.3%
Asian	35.5%	-8.1%	14.9%	0.9%	13.5%	3.8%		21.5%	1.8%		14.6%	1.7%
Black or African American	27.4%	-6.0%	25.2%	-0.9%	22.1%	0.9%		21.1%	4.4%		4.1%	1.6%
Hispanic/Latino of any race	32.8%	-6.1%	22.9%	-2.2%	20.8%	2.6%		19.3%	4.3%		4.1%	1.4%
Two or More Races	25.9%	-2.0%	18.4%	-4.1%	18.1%	-1.9%		24.6%	4.8%		13.0%	3.1%
White	13.9%	-0.7%	13.3%	-3.0%	19.2%	-0.2%		28.4%	-1.8%		25.3%	5.7%

*High Needs students are students who are multilingual learners, students with disabilities, and economically disadvantaged.

Spanish Growth Measure: Grades 3-9

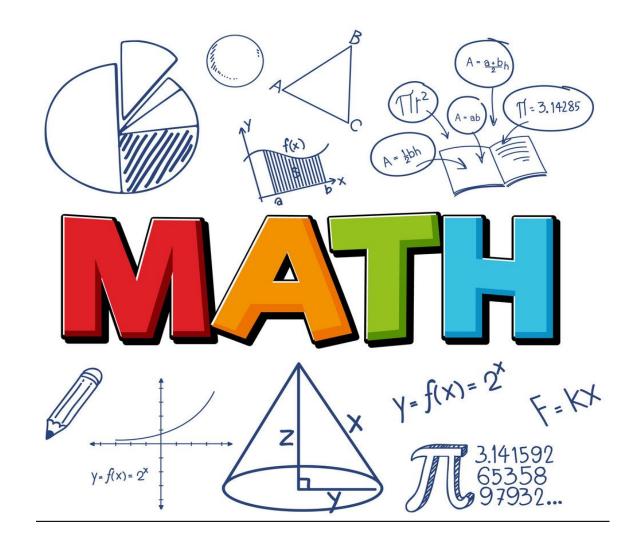
NEW HAVEN PUBLIC SCHOOLS



Grade Level Equivalence

Next Steps...

- Digging Deeper into Data: finding out more about our students through questioning and additional diagnostic assessment
- Observe Instruction: Walk through feedback and additional support to building teams
- Planning Targeted Small Group Instruction and Intervention
- Empower Coaches and Department Leads: to work closely with teachers to analyze, plan, instruct, and regularly progress monitor students who are below grade level expectation



Analyzing MOY Diagnostic Data...

Three or More

Grade Levels Below

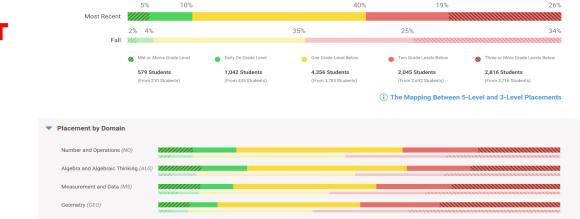
Two or More Grade Levels Below

Two Grade

Levels Below



Trending in the Right Direction!



Overall Placement

Students Assessed/Total: 10 838/11 898

More information on levels here

On or Above

Grade Level

More information on domains here

5 OR 3 LEVEL PLACEMENT

One Grade

Level Below

One Grade

Level Below

The Mapping between 5-Level and 3-Level Placements

Early On

Grade Level

Mid or Above

Grade Level

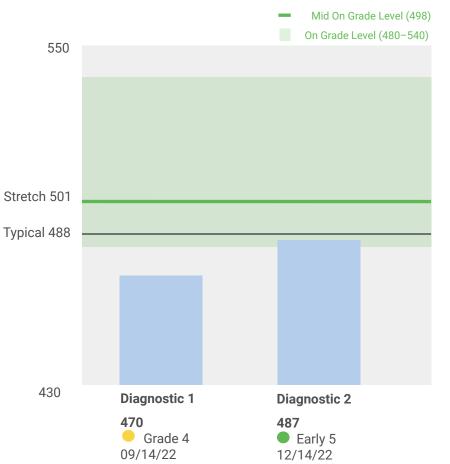
5-Level Placement

3-Level Placement

(Standard View)







Clear Grade-Level Expectations:

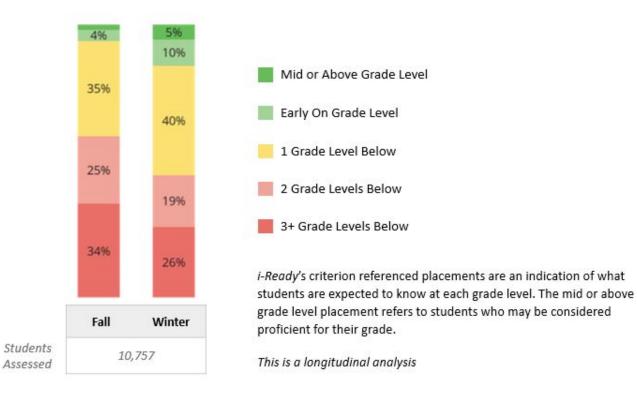
Reaching grade-level proficiency means getting above the Mid On Grade Level line.

Typical Growth: The average annual growth for a student at this grade and starting placement level

Stretch Growth: An ambitious but attainable level of annual growth that puts students who are not yet proficient on a path toward proficiency

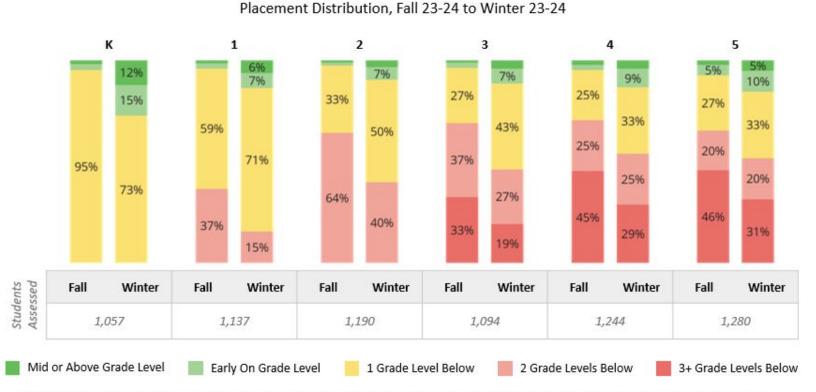
How Have Relative Placements Changed From Fall to Winter?

Placement Distribution, Fall 23-24 to Winter 23-24





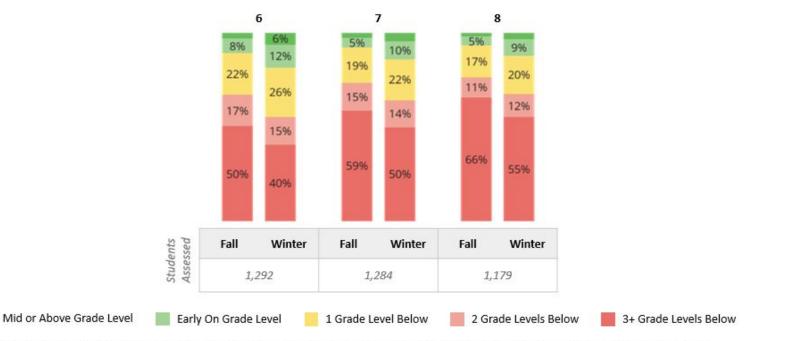
How Have Relative Placements Changed From Fall to Winter?



i-Ready's criterion referenced placements are an indication of what students are expected to know at each grade level. The mid or above grade level placement refers to students who may be considered proficient for their grade.



How Have Relative Placements Changed From Fall to Winter?



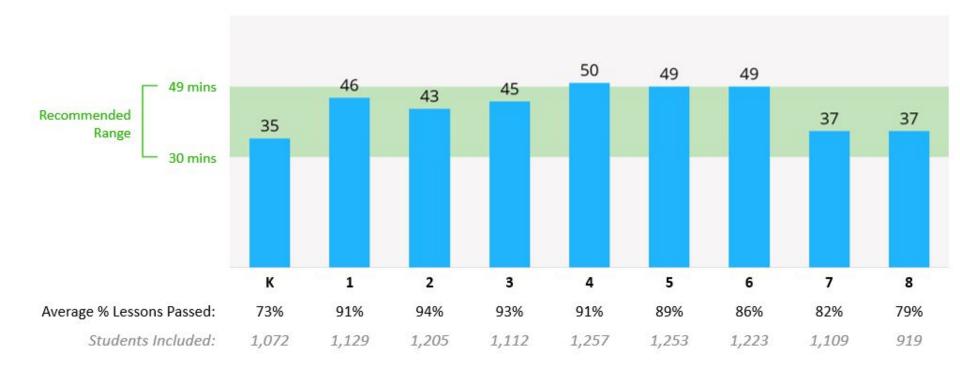
Placement Distribution, Fall 23-24 to Winter 23-24

i-Ready's criterion referenced placements are an indication of what students are expected to know at each grade level. The mid or above grade level placement refers to students who may be considered proficient for their grade.



How Long Are Students Spending on Personalized Instruction?

Average Weekly Usage (mins) of Personalized Instruction

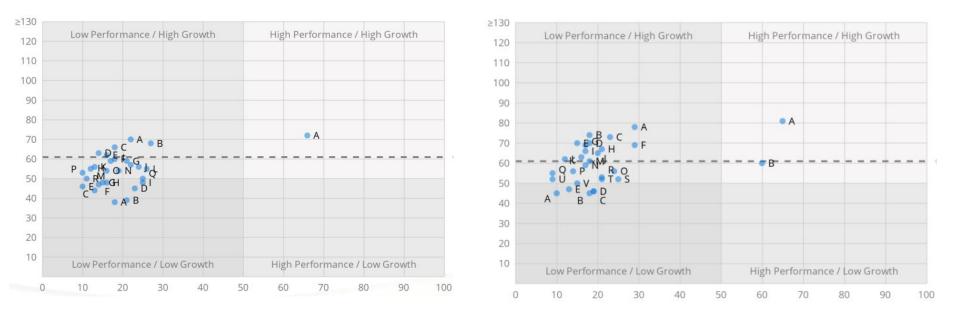




How did student Performance and Growth change from Fall to Winter?

2022-2023

2023-2024

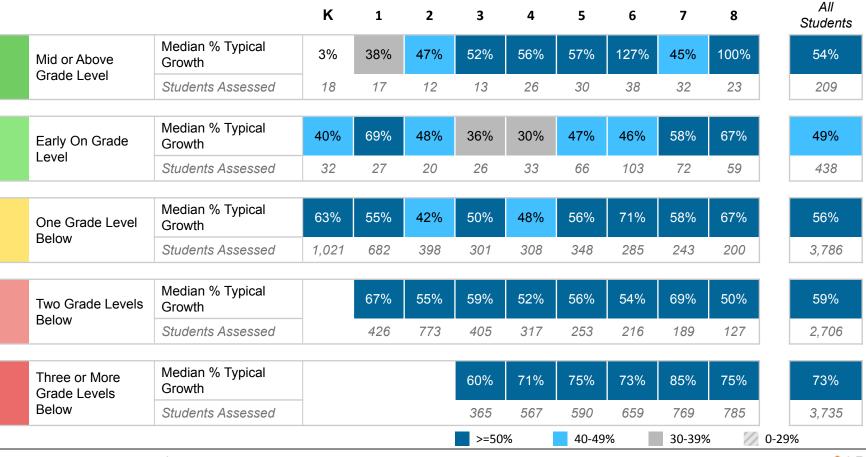


High Growth: Median Progress Towards Typical Growth Greater Than 50%



How Much Did Growth Vary Across Fall Placement Levels?

Median Percentage of Typical Growth Achieved by Fall Placement Level



Curriculum Associates CONFIDENTIAL



Mathematics



9% increase in students Early On/Mid/Above grade level (976 students)

34% decrease in students 2 or more grade levels below (1,547 students)

The District median % MOY gain towards typical growth is 60%. (55% last year)

31% of students have already met their Typical Growth goal. (23% last year)

9% of students have already met their Stretch Growth goal. (6% last year)

Average weekly MyPath minutes K-8 is in the iReady recommended range









SHARED ENERGY SAVINGS AGREEMENT

By and between

POWERVESTORS LLC

AND

New Haven Board of Education

March 5, 2024

SHARED ENERGY SAVINGS AGREEMENT

PROJECT SITE: Six City of New Haven Schools

THIS SHARED ENERGY SAVINGS AGREEMENT ("Agreement") is made and entered into as of **March 5, 2024** ("Effective Date"), by and between PowerVestors, LLC, a Massachusetts limited liability company with a principal place of business at 59 Jackson Street, Holyoke, MA 01040 ("PowerVestors"), and **New Haven Board of Education** a ______, with a principal place of business at New Haven Board of Education, 54 Meadow Street #3 New Haven CT ("Host")(each a "Party" and collectively, the "Parties").

Preliminary Statements

PowerVestors is in the business of installing, servicing, and operating cogeneration systems (each a "System") that conserve energy and reduce energy costs. Host desires to engage PowerVestors to install and operate a System at the Project Site and share its energy costs savings with PowerVestors. PowerVestors is willing to proceed with the installation and servicing of the System at the Project Site, subject to and in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual benefits enumerated herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1) Definition of Terms and Incorporation of Schedules

- a) Unless defined in the text of this Agreement, Capitalized terms used herein shall have the meanings ascribed to them herein or on <u>Schedule A</u> attached hereto and incorporated herein.
- b) The System and its component parts (all such component parts being collectively referred to as the "Equipment") to be installed by PowerVestors at the Project Site are more particularly described on <u>Schedule B</u> attached hereto and incorporated herein. In the event of conflict between Schedule B and other language in this Agreement, Schedule B shall control.
- c) The System shall be installed approximately in the location shown on <u>Schedule C</u> attached hereto and incorporated herein.
- d) <u>Schedule D</u> attached hereto and incorporated herein describes the calculation of purchase price under the Host option to purchase, pursuant to Section 12(b) below.

2) System and Equipment Installation.

- a) PowerVestors shall be responsible for the design, engineering, installation and interconnection of the System. The System and Equipment shall be designed and installed using accepted engineering standards and in accordance with all applicable federal and states laws and manufacturer's specifications.
- b) PowerVestors shall secure, at its own expense, all permits for construction and operation of the System. Host shall use its best efforts to assist PowerVestors in obtaining all such permits and approvals, including participation in any hearings or appeals to assist in obtaining such permits or approvals.
- c) PowerVestors' obligation to commence installation of the System is subject to the satisfaction of the following conditions precedent:
 - i) PowerVestors has obtained or caused to be obtained necessary financing for the purchase, installation and operation of the Equipment and the System;
 - ii) PowerVestors has obtained or caused to be obtained, to the satisfaction of PowerVestors, all applicable Financial Incentives for the operation of the System;
 - iii) Upon request of PowerVestors, Host has delivered to PowerVestors the Owner and Secured Party Documents, in form acceptable to PowerVestors and PowerVestors' lender;
 - iv) PowerVestors has entered into the required purchase and construction contracts and subcontracts for the purchase and installation of the System;
 - v) All Equipment necessary for the operation of the System is available to PowerVestors;
 - vi) PowerVestors or owner, as the case may be, has obtained all governmental permits and approvals necessary for the installation and operation of the System;
 - vii) Host has approved all plans for the System presented by PowerVestors to Host for approval; and
 - viii) Host has obtained and provided to PowerVestors all documents required in this Agreement and is otherwise in compliance with Host's obligations hereunder.
- d) Notwithstanding any contrary provisions contained herein, in the event that any of the conditions precedent described in paragraph 2(c) above have not been satisfied, as reasonably determined by PowerVestors, within one hundred eighty (180) days from the date of this Agreement, PowerVestors shall be entitled to terminate this Agreement by delivering written notice of termination to Host.
- e) PowerVestors shall send Host a Notice of Commencement within one hundred twenty (120) days after the satisfaction (or waiver by PowerVestors) of all of the conditions precedent set forth in paragraph 2(c) above.

3) <u>Operation of the System</u>.

- a) <u>Obligations of PowerVestors</u>. Provided that Host performs its obligations hereunder, PowerVestors shall operate the System in accordance with manufacturer's specifications, all applicable laws, and the additional requirements explicitly stated below.
 - i) PowerVestors shall provide all necessary service, repairs and replacement of Equipment, unless: (A) the need for any such service, repair, replacement is caused by the negligence or willful misconduct of Host or any employee, agent, tenant or invitee of Host, or (B) the service, repair or replacement has been provided by PowerVestors at the request of Host in order to fulfill Host's obligations pursuant to Section 3(b) below; and, in the case of either (A) or (B) in this paragraph, Host shall pay PowerVestors for the actual costs incurred by PowerVestors and PowerVestors' customary labor charges.
 - ii) PowerVestors shall maintain operating logs and/or other records applicable to the System.
 - iii) PowerVestors shall furnish to Host, upon request, verifiable data showing total annual production of the System and PowerVestors's cost of energy generated from the System.

b) **Obligations of Host.** Host shall satisfy the following obligations:

- i) Host shall provide to PowerVestors, in a form acceptable by PowerVestors, Host's most recently third party audited or reviewed financial statements.
- ii) Host shall ensure that all existing electrical, mechanical, plumbing and structural aspects of the Project Site meet the minimum requirements under all applicable codes and standards prior to commencement of work by PowerVestors. If any such equipment or systems do not meet such minimum standards, Host shall complete all necessary repairs and replacements to make the systems and equipment comply with such codes and standards, at the sole cost of Host, prior to the commencement of installation of the System.
- iii) Host shall ensure that all thermal loads and systems requiring thermal output are and will be connected to the System so that the System is the provider of all required thermal output unless PowerVestors determines in its sole discretion that the System cannot satisfy a particular system requirement on the Property or it is not economically viable to provide thermal output for a specific system on the Property.
- iv) Host shall at all times ensure that the equipment it owns and/or is responsible for on its side of the Interconnection Point is properly maintained, and that no activity(s) taken by Host, its agents, tenants or invitees interfere with the proper operation of the System. Host shall maintain operating logs applicable to the equipment on its side of the Interconnection Point and provided access to such logs to PowerVestors within twenty-four (24) hours of a request from PowerVestors.
- v) Host shall not alter its mechanical, electrical or fuel systems in any way without the prior written approval of PowerVestors, which approval may be withheld in the sole discretion of PowerVestors upon a determination by PowerVestors that any such alteration will materially affect the economic viability of the transactions contemplated by this Agreement or the operation of the System.
- vi) Host shall not enter into any agreement or scheduled activity that will cause Host's Electrical Requirements or Thermal Requirements to change more than five (5%) percent of its then current Electrical Requirements or Thermal Requirements.
- vii) Host shall not enter into, without PowerVestors prior written approval, any energy related contract for products or services, including energy management services, and PowerVestors shall be entitled to withhold any such approval in its sole discretion.
- viii) Host shall immediately notify PowerVestors upon the discovery of any of the following:
 - (1) a material malfunction in the operation of the System;
 - (2) a material malfunction in the operation of Host's existing heating and electrical equipment or systems; or
 - (3) an interruption or alteration of the energy supply to the Project Site. Such notification shall be made immediately by telephone and shall be confirmed in writing within twenty-four (24) hours of its discovery.
- ix) Neither Host, nor its agents, tenants or invitees shall service, move, remove, alter or change in any way the System or any Equipment or part thereof. Notwithstanding the foregoing, in a case of emergency, if it is not possible or reasonable to notify PowerVestors before acting, Host shall act reasonably to protect the System from damage or injury.
- x) Host shall provide PowerVestors with copies of all notices of default from its creditors holding a mortgage covering the Project Site.
- xi) Host shall provide PowerVestors access to on-site parking during the term of this Agreement and Host shall be responsible for all fees imposed for parking.
- xii) Host shall provide PowerVestors written notice, with twenty-four (24) hours of Host learning of the same, of any Event of Default of Host, or event which, with the passage of time, would constitute an Event of Default of Host.
- xiii) Host shall provide internet access, via a Cat6 cable, to the cogeneration system to monitor operation of plant. Internet access location to be determined during engineering phase. Buyer will also provide Seller with a set of 5 Public static IPv4 addresses assigned by an Internet Service Provider (ISP).
- xiv) Host shall provide and pay for all fuel for the System and be fully responsible to maintain fuel infrastructure to the System.

4) License to Access the Project Site and System; Memorandum of Contract.

Host hereby grants to PowerVestors and shall maintain in full force and effect during the Term a license, at no cost to PowerVestors, of adequate exclusive space on the Project Site for the System to reside where it is currently situated along with adequate exclusive surrounding space, as determined by PowerVestors. to permit PowerVestors to own, operate and maintain the System. Host hereby further grants to PowerVestors and shall maintain in full force and effect during the Term a license, at no cost to PowerVestors, to access the Project Site for the purposes of performing PowerVestors' obligations and exercising its rights hereunder including without limitation the right to remove Equipment upon the expiration or termination of this Agreement. Host represents and warrants to PowerVestors that Host has the right and authority to grant such

license rights to PowerVestors, without the consent of any other party and the grant of the licenses does not violate the terms of, or cause a default under, any agreement, mortgage or any other document. The grant of the licenses to PowerVestors hereunder shall be binding upon Host and the owner of the Project Site (if different) and their respective successors and assigns with respect to the Project Site. In the event that PowerVestors or PowerVestors' lender determines that an easement, lease or the consent of any other party is necessary to protect the interests of PowerVestors or its lender, Host shall obtain such documents, in form reasonably acceptable to PowerVestors, at the sole expense of Host. Without limiting the generality of the foregoing, Host agrees to execute and deliver to PowerVestors upon request a Memorandum of Contract to be recorded in the land records in the jurisdiction in which the Project Site is located, which Memorandum of Contract will include a summary description of this Agreement and, in particular, a description of the license granted to PowerVestors pursuant to this paragraph 4.

5) Ownership.

a) Ownership of System and Equipment.

The System and Equipment, including all parts, accessories, replacements and improvements, shall be and shall remain at all times the personal property of PowerVestors. PowerVestors shall also have ownership of the Environmental Attributes, including alternative energy credits. PowerVestors shall be entitled to grant security interests in the System and Equipment to lenders of PowerVestors. Neither Host nor its lenders, if any, shall have any ownership interest or security interest in the System or the Equipment, and upon request of PowerVestors, Host shall provide written confirmation from its lenders that the Equipment is not subject to a security interest applicable to Host's property. Without limiting the generality of the foregoing, under no circumstances shall the System or Equipment constitute fixtures of the Project Site, regardless of any attachment or fastening thereof to the Project Site. PowerVestors may install such signage on the Equipment identifying PowerVestors as owner as PowerVestors reasonably deems to be appropriate and Host agrees not to allow such signage to be disturbed.

b) Ownership of Intellectual Property; Confidential and Propriety Information.

Host acknowledges that all information and materials provided or disclosed by PowerVestors to Host, including, without limitation, any data, designs, drawings, contracts (including this Agreement), software, patents, trademarks, copyrights and other intellectual property acquired or used in connection with the installment and operation of the System at the Project Site, are owned by PowerVestors and shall constitute confidential and proprietary information of PowerVestors ("Confidential Information"). Host shall have no ownership rights or rights to use such Confidential Information or the results therefrom, except as expressly stated herein. Host shall not disclose, without PowerVestors' prior written approval in each case, any Confidential Information of PowerVestors, provided, however, that Host may disclose Confidential Information to its authorized representatives as long as such representatives are notified in advance of, and agree to be bound by, the confidentiality provisions of this Agreement.

c) Ownership of Financial Incentives.

PowerVestors is and shall be the exclusive and absolute owner of all tax credits and other Financial Incentives accruing on and after PowerVestors takes title to the System resulting from, or related to the manufacture, installation and use of the System. Upon request, Host will execute, at no charge to PowerVestors, documents evidencing the assignment to PowerVestors of its interest (if any) in such credits and other Financial Incentives. In addition, Host shall not take any action that could impair the value of such tax credits or other Financial Incentives without the prior written approval of PowerVestors. PowerVestors shall be responsible for any federal and state income tax liability associated with the ownership of any such Financial Incentives for periods on and after the commencement of operation of the System.

d) Ownership of Energy Produced by the System.

Title to and full responsibility and liability for all electrical and thermal energy generated by the System up to the extent of Host's on-site requirements will pass to Host at the Interconnection Points.

6) System Upgrades and Alterations.

PowerVestors shall be entitled, in its sole discretion, to replace, remove, upgrade or alter any component of the Equipment or the System or install any additional component to the System (collectively, "System Alterations"); provided, however, any alteration that would materially increase the electric production capacity of the System shall require the consent of the Host. The costs associated with the System Alterations shall be included in the computation of the value of the System, and shall increase the Buyback Price of the System (as described in Section 12(b) below). Notwithstanding the foregoing, if any System Alterations are required to accommodate Host's alterations to the Project Site or to its electrical or thermal system, Host shall be responsible for all costs of such System Alterations as and when such costs are incurred.

7) Metering.

a) Metering Devices.

PowerVestors shall provide, own and maintain, at its sole expense, all necessary meters and equipment required to adequately monitor the electrical and thermal energy output of the System for purposes of this Agreement (collectively, the "Metering Devices").

b) Access, Inspections, and Testing.

- i) The Metering Devices shall be sealed. The Metering Device seal may be broken only by PowerVestors; provided, however, that Host shall have prior notice of the right to be present when the seal is broken by PowerVestors. Host shall not, at any time, break a Metering Device seal.
- ii) Host may request testing of the Metering Device at reasonable times and upon reasonable prior notice; provided, however, that PowerVestors shall have no obligation to perform a test of a Metering Device more often than once every five (5) years. The

reasonable cost of such tests shall be paid by Host, unless the percentage of error of the Metering Devise is found to be greater than three (3.00%) percent of the measured energy output, in which event PowerVestors shall bear the cost of such test.

c) Adjustments for Inaccuracies.

If a Metering Device fails to register, or if the measurement by a Metering Device is found upon testing to be inaccurate, an adjustment will be made for the actual period during which inaccurate measurements were made. The amount of the adjustment will be determined by calibration, tests, or mathematical calculations, or if such correction is impracticable, then by estimating on the basis of data during periods of similar conditions when the Metering Device was registering accurately. Adjustments will also be applicable for billing miscalculations. Host will pay PowerVestors the amount of any underpayment, or PowerVestors will refund to Host the amount of any overpayment, within thirty (30) days of the determination of the necessary adjustment.

8) Shared Savings.

a) Energy Savings Produced by System.

Savings generated by the System includes electric energy and thermal energy produced which is capable of being delivered for use by Host's electrical system, space heating, domestic hot water and other Host using thermal systems. Each month, Host agrees to accept and pay for all electrical energy delivered by the System and to also pay for electric energy which the System was capable of producing and delivering but Host did not elect to receive. Host shall pay for all fuel consumed by the System and receive all the thermal energy produced by the System at no cost to the Host.

b) Shared Savings from Electrical Energy.

Host agrees to use each month all electrical and thermal energy (heat) delivered by the System and to pay for electric energy delivered and to also pay for electric energy which the System was capable of producing and delivering but Host did not elect to receive. Each month the savings will be computed based on the summation of (i) the electrical energy produced, (ii) the electric energy which was capable of being produced by the System but which Host failed to accept for delivery, and (iii) additional electric energy that could have been produced but was not produced as a result of Host's failure to make fuel available to the System and with such aggregate quantity priced at a rate of \$0.1125 per kWh, which rate shall increase automatically by three percent (3%) on each anniversary of the Effective Date during the Term. The quantity of electric energy for which Host will be responsible to pay as a result of either (i) Host's failure to accept delivery of electric energy that the System was capable of producing, or (ii) the amount of electricity that the System could not produce as a result of Host's failure to make fuel available to the System shall be based on PowerVestors' reasonable estimate of the System's production capability during the prior year for periods when the System was operating.

c) Other Uses of Energy.

PowerVestors, at its option, may also produce electrical energy for use by Host without the utilization of heat. PowerVestors, and at its option, may also supply electrical energy to the utility via the Host's interconnection point or via other arrangements with the host utility.

9) Monthly Billing and Payment.

Each month during the Term of this Agreement following the commencement of operation of the System, PowerVestors shall read the Metering Devices and issue an invoice to Host for the payments due to PowerVestors. The monthly invoices shall include a schedule showing the volume of electric energy delivered, the volume of electric energy that could have been delivered but which Host declined to accept and the amount of electric energy that PowerVestors was unable to deliver as a result of Host's failure to supply fuel for the System and the total volume of electric energy for which Host is obligated to pay along with the price and the total cost for electric energy and other payments due. If desired by Host, Host (or its agent) may be present for the monthly reading of the Metering Devices by PowerVestors. Host shall make all payments to PowerVestors no later than ten (10) days after the date of invoice to Host. Payments received by PowerVestors. In addition, late payments shall accrue interest from the due date at a rate equal to one and one-half percent (1.50%) per month or the maximum rate permitted by law, whichever is less. Payments shall be applied first to all outstanding costs of collection, late fees and finance charges, then to the invoiced amount.

10) Parallel and Standby Energy and Continuity of Service.

The System shall operate in conjunction with Host's existing utility, building heating system or backup heating equipment. If the System shall fail to provide electric or thermal energy, then Host shall, at Host's sole cost and expense, buy any and all required parallel, standby or backup energy and services. PowerVestors shall use reasonable commercial efforts to provide thermal energy and electrical energy to Host pursuant to this Agreement, but shall not be liable to Host for damages, consequential or otherwise, for its failure or inability to provide such energy to Host.

11) <u>Term; Termination.</u>

- a) This Agreement shall be in effect as of the Effective Date set forth on the cover page of this Agreement. Unless earlier terminated in accordance with this Agreement, the term of this Agreement (the "Term") shall expire fifteen (15) years from the Notice of Commencement from PowerVestors or the commencement of operation of the System, whichever is later. The Term may be extended upon the agreement of both PowerVestors and Host.
- b) Host or PowerVestors may terminate this Agreement prior to the expiration of the Term after the occurrence of any of the following Events of Default of the other Party:

- i) The other Party fails to perform any of its material obligations hereunder or otherwise breaches this Agreement, and such failure to perform or breach continues for sixty (60) days following the delivery of written notice to the party failing to perform or committing the breach of agreement; or
- ii) Any representation or warranty contained herein and made by the other party was false or misleading in any material respect when made unless it can be corrected without adverse effect on the other Party and is corrected within thirty (30) days of notice of the other Party.
- c) PowerVestors may terminate this Agreement at any time by delivering written notice of termination after the occurrence of the following additional Events of Default of Host:
 - i) Host fails to make any payment to PowerVestors under this Agreement when due and fails to cure such payment default within five (5) days of receipt of notice that payment is due and has not been paid; or
 - ii) The Host makes any assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or files or has filed against it any petition under the bankruptcy or insolvency laws of any jurisdiction, county or place, or shall have or suffer a receiver or trustee to be appointed for its business or property, or be adjudicated a bankruptcy or insolvent, and if any such filing is not voluntary, the filing is not dismissed within sixty (60) days.
 - iii) Host fails supply fuel to the System for a period in excess of thirty (30) days.
- d) In addition, PowerVestors shall be entitled to terminate this Agreement on thirty (30) days' prior written notice to Host if there occurs any change in applicable laws, regulations or policy, that, in the sole discretion of PowerVestors, materially affects the economic viability of operating and maintaining the System.
- e) In the event that PowerVestors is entitled to terminate this Agreement based upon an Event of Default by Host, PowerVestors shall be entitled to suspend operation of the System without terminating the Agreement. In the event that PowerVestors does terminate this Agreement following an Event of Default, Host shall pay PowerVestors all amounts due and owing under the Agreement as of the date of termination, plus, additionally to other remedies that may be available at law or in equity, Host shall pay to PowerVestors damages in the amount of one hundred ten (110) percent of the the Purchase Price of the System, forfeiture of all Financial Incentive values, and payment of reasonable attorney's fees and expenses, and costs associated with the de-commissioning and removal of the System from the Project Site. Host shall be liable for any applicable sales and use taxes, including any sales and/or use taxes levied against PowerVestors arising from this agreement.

12) <u>Termination or Expiration and Option to Purchase.</u>

a) Removal of System Upon Expiration of the Term.

Upon the expiration or earlier termination of this Agreement, unless Host has exercised its option to purchase the System pursuant to Section 12(b) below, PowerVestors shall have the option at its sole discretion to either(i) remove the System and all Equipment from the Project Site, and, upon completion of removal, PowerVestors shall restore all affected portions of the Project Site to their prior condition, normal wear and tear excepted and with disconnection and removal of the System at the sole cost of PowerVestors (except following an Event of Default by Host), and PowerVestors shall make reasonable efforts to avoid interference with Host's operations during the course of such removal or (ii) after giving notice to Host, abandon the System in place with title to the System reverting to Host with such transfer on an as-is where-is basis and without any warranty, all of which PowerVestors disclaims

b) Option to Purchase.

Host may elect to purchase the System starting in Year 6, by delivering ninety (90) days prior written notice of its election to PowerVestors. The purchase price for the System (the "Buyback Price"), if Host elects to purchase the System, shall be based upon the greater of the (i) residual percentage of the Purchase Price of the System, as detailed on Schedule D attached hereto and incorporated herein and (ii) the fair market value of the System based on a negotiated price of PowerVestors and Host; provided, however, if the Parties do not reach an agreement within twenty-one (21) days on fair market value, the Parties shall select a mutually acceptable appraiser to set the fair market value. In calculating the Buyback Price if based on the residual percentage of the Purchase Price, System Alterations will be included and residual calculations for such System Alterations will begin in the first year of installation of System Alterations. All Environmental Attributes, including alternate energy credits and other Financial Incentives shall remain with PowerVestors. Payment of the entire Buyback Price is of PowerVestors of Host's election to so purchase the System. Host shall be liable for any applicable sales and use taxes, including any sales and/or use taxes levied against PowerVestors arising from this Agreement. The delivery of the System under a purchase under this section shall be on an as-is where-is basis with no representations or warranties, all of which PowerVestors disclaims.

13) No Warranties; Limitations of Remedies.

PowerVestors makes no guaranties or warranties regarding the performance of the System or the amount of cost savings to be enjoyed by Host pursuant to this Agreement. Neither by inspection nor non-rejection, nor by giving approval or consents, nor in any other way, does PowerVestors give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, mains, pipes, appliances or devices owned, leased, installed or maintained by Host or assume any obligation as to the design, operation or maintenance of Host's facilities. NOTWITHSTANDING ANY CONTRARY PROVISIONS CONTAINED HEREIN IN NO EVENT SHALL POWERVESTORS, ITS PARENT COMPANIES, OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOST REVENUE OR PROFITS, FEES OR FINES) IN CONNECTION WITH OR RESULTING FROM PERFORMANCE

OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF POWERVESTORS, ITS PARENT COMPANIES. OR AFFILIATES HAVE BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY, WITH THE EXCEPTION OF INTENTIONAL MISCONDUCT.

14) Indemnification; Insurance.

- a) Subject to the limitations contained herein, each of PowerVestors and Host (as applicable, the "Indemnifying Party") shall indemnify and hold the other party (including their affiliates and their officers, directors and employees, including those of their affiliates and their respective successors and assigns, collectively the "Indemnified Party") harmless from and against any and all costs, claims, and expenses incurred by the Indemnified Party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or willful misconduct of the Indemnifying Party or its agents or employees or others under its control; provided, however, that: (i) Indemnifying Party's obligations shall not extend to claims, demands, lawsuit or actions for liability to the extent attributable to the negligence or willful misconduct of the Indemnified Party; and (ii) Indemnifying Party's obligation to indemnify Indemnified Party for damage or destruction of Indemnified Party's property (including the System) shall not exceed \$10,000,000 per occurrence.
- At all times during the Term of this Agreement, the Parties shall carry the insurance prescribed in Section c) for PowerVestors and b) Section d) for Host. All insurance policies shall state that they shall not be changed or canceled without thirty (30) days prior written notification to both Host and PowerVestors. Each Party (i) shall be named as an additional insured under the insurance policies required to be maintained by the other Party, (ii) shall secure a waiver of subrogation in favor of the other Party under its respective policies of insurance and be responsible for deductibles thereunder, and (iii) shall provide the other with insurance certificates certifying that such policies are in full force and effect upon request.
- PowerVestors shall maintain the following insurance during the Term of this Agreement: c)

 A. Commercial General Liability: Bodily Injury & Property Damage Products & Completed Operations \$2,000,0 Personal & Advertising Injury 	\$1,000,000. each occurrence \$2,000,000. general aggregate 00. aggregate \$1,000,000. each occurrence
B. Vehicle Liability:Bodily Injury &Property Damage	Combined single limit of \$1,000,000.
 C. Worker's Compensation: Worker's Compensation Coverage A Employer's Liability Coverage B \$500,000. disease policy 	Provide Statutory Minimum \$500,000. each accident \$500,000. disease per employee
D. Umbrella	

d) Host shall maintain the following insurance during the Term of this Agreement:

A. Commercial General Liability:	
Bodily Injury &	\$1,000,000. each occurrence
Property Damage	\$2,000,000. general aggregate
Products & Completed Operations	\$2,000,000. aggregate
Personal & Advertising Injury	\$1,000,000. each occurrence

B. Vehicle Liability: Bodily Injury & Property Damage

Bodily Injury

Property Damage

C. Worker's Compensation: Worker's Compensation

\$10,000,000 each occurrence

\$10,000,000 aggregate

Combined single limit of \$1,000,000.

Coverage A Employer's Liability Coverage B \$500,000. disease policy	Provide Statutory Minimum \$500,000. each accident \$500,000. disease per employee
D. Umbrella Bodily Injury Property Damage	\$10,000,000 each occurrence \$10,000,000 aggregate

e) Property Insurance in an amount to fully coverall damages and destruction to Host's facilities and improvements.

15) Damage To or Destruction or Loss of Equipment.

Without limiting the generality of the indemnification provisions contained in Section 14 above, if the System or any part thereof is damaged or destroyed due to the negligence or willful misconduct of Host and/or the owner of the Project Site, or any of their agents, tenants or invitees, or if any of the Equipment is stolen, then Host shall be liable for costs of repairs or replacements caused by such damage or theft and any additional costs and expenses incurred by PowerVestors. Alternatively, if PowerVestors deems the destruction renders the System to be inoperative, PowerVestors may treat such action as an Event of Default hereunder and shall be entitled to terminate this Agreement in its sole discretion following any such damage or theft and claim the remedies available for a Host Event of Default.

16) Force Majeure.

Neither Party shall be liable for any failure of performance under this Agreement due to a Force Majeure; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within 48 hours after the Force Majeure event or occurrence. The Party claiming a Force Majeure delay must take all reasonable steps to remedy the cause of the Force Majeure event with all reasonable dispatch. During the period of any such delay or failure to perform by PowerVestors, Host shall purchase its electricity from its alternative source at the then applicable tariffs and no cost to PowerVestors. The ability of either party to obtain a better price shall not constitute an event of Force Majeure hereunder. In no event will Force Majeure extend this Agreement beyond its Term.

17) Notices.

Except as otherwise specifically provided for in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed given if delivered personally, or on the date delivered if a nationally recognized express mail service is utilized, charges prepaid, receipt obtained, and in any case addressed as follows:

If to	PowerVestors Energy Services, LLC	If to Host:	At the address set forth on
PowerVestors	59 Jackson Street		page 1 of
	Holyoke, MA 01040		this Agreement
	Attention: Diane Damour-		Attn: Property Manager
	Duteil		

or to such other person or address as the addressee may have specified in a Notice duly given as provided herein.

18) Change of Control; Assignment.

- a) Host shall notify PowerVestors at least forty-five (45) days prior to any change of ownership or control of the Project Site. Such notice shall include the name and contact information for the new owner of the Project Site. Host shall use its best efforts to cause any new owner of the Project Site to assume all of Hosts obligations under this Agreement. For avoidance of doubt, absent an express written agreement from PowerVestors, the transfer of ownership of the Project Site by the Host shall not relieve the Host of its payment and other obligations under this Agreement.
- b) Except as provided in this Section 18, neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which the other party may withhold in its sole discretion, with respect to any assignment in connection with a transfer of ownership of the Project Site, PowerVestors shall not unreasonably withhold its consent. Notwithstanding the foregoing, PowerVestors may assign its rights and obligations under this Agreement without Host's consent to (i) an entity controlling, controlled by or under common control with PowerVestors, (ii) to any person or entity succeeding to all or substantially all of the assets of PowerVestors, or (iii) as security in connection with any financing transaction entered into by PowerVestors or its assignee (assignments described in clauses (i), (ii) and (iii) being hereafter referred to as "Permitted Assignments"). In the event of a Permitted Assignment, Host shall provide reasonable cooperation, including executing reasonable documentation confirming that such assignment is a Permitted Assignment.

19) Independent Parties.

Nothing contained in the Agreement shall be deemed or construed for any purpose to establish, between Host and PowerVestors, a partnership or joint venture, a principal-agent relationship, or any relationship other than a service contract between property owner and independent contractor.

20) Injunctive Relief.

Each of the Parties acknowledges that its failure to perform its obligations under this Agreement shall result in immediate and irreparable damage to the other party. The Parties each also acknowledge that there may be no adequate remedy at law for such failures and that, in the event thereof, the other party shall be entitled to equitable relief in the nature of an injunction, and to all other available remedies or relief at law or in equity.

21) Complete Agreement.

This Agreement is the complete and exclusive expression of the understanding between the parties, and supersedes any prior or contemporaneous agreement or representation, oral or written, by either of them, and can be modified or altered or amended only by a writing signed by both Parties.

22) Severability.

If any provision of this Agreement is declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of the Agreement.

23) Waiver.

No waiver, discharge, or modification of any provision of this Agreement shall be valid and effective unless written and signed by the party against whom the waiver, discharge or modification is sought to be enforced. No delay in enforcing any provisions of this Agreement shall constitute a waiver of the right to enforce such provision.

24) Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that any dispute arising under this Agreement will be resolved in the state or federal courts within the Massachusetts and federal court district including Springfield, Massachusetts, and the Parties consent to such jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument by their fully authorized officers as of the day and year first written above written.

POWERVESTORS, LLC BY POWERVESTORS ENERGY SERVICES LLC, ITS SOLE MEMBER	HOST: New Haven Board of Education
By:	By:
Name:	Name:
Title:	Title:

Title:

SCHEDULE A

DEFINITIONS

- 1. Electrical Requirements means all of the electrical power required by the Project Site.
- Environmental Financial Incentives or Financial Incentives means all rights, credits (including tax credits), rebates, benefits, and entitlements of any kind, howsoever entitled or named, whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the System or otherwise from the development, installation, or ownership of the System or the production, consumption or use of the energy produced by the System.
- 3. Equipment means the component parts of the System described on Schedule B to this Agreement.
- 4. Events of Default means the events set forth in Paragraphs 11(b) and 11(c) of this Agreement.
- 5. <u>Force Majeure</u> means causes beyond the reasonable control of a party, the occurrence of which could not have been prevented by the exercise of reasonable care by such party, such as Acts of God, acts of civil or military authority, earthquakes, fires, floods, explosions, natural disasters and statutes, regulations or court orders not in effect on the date of this Agreement.
- 6. <u>Interconnection Point(s)</u> means the point at which electrical or thermal energy passes from the System to the Host's mechanical systems at the Project Site.
- 7. <u>Notice of Commencement</u> the notice delivered by PowerVestors to Host stating that PowerVestors is prepared to start the operation of the System.
- 8. Owner and Secured Party Documents means documents signed by the owner of the Project Site and/or any holder of a mortgage or security interest in the Project Site or the assets located at the Project Site, which documents shall provide that: (A) PowerVestors and its successors and assigns have the right to use the Project Site under a license, easement, lease or otherwise, to the extent necessary to perform their obligations and exercise their rights hereunder, at no cost to PowerVestors and its successors and assigns, (B) the owner of the Project Site and any such mortgage holder or secured party recognize that PowerVestors is the owner of the System and any Equipment, free of any liens or rights of the mortgage holders or secured parties; and (C) that, in the discretion of PowerVestors, the mortgage holder or secured party will permit PowerVestors to maintain the System at the Project Site following any foreclosure sale or change in ownership as the result of a default of the underlying loans.
- 9. <u>Project Site</u> means the property owned by Host and known as ______. The Project Site is more particularly described in the deed into Host recorded in the land records for the county of ______, Book _____, Page ____.
- 10. System means the cogeneration system described on Schedule B to this Agreement.
- 11. <u>Thermal Requirements</u> means all of the space heating, domestic hot water and other thermal energy requirements at the Project Site.

SCHEDULE B

EQUIPMENT TO BE INSTALLED BY POWERVESTORS

Items included in this Agreement:

Six (6) 75kW Tecogen, non black start CHP Modules One (1) unit per school, replacing existing Provide and install PowerVestors ancillary equipment (Controls, load modules, pump modules, radiator) Dalkia PowerVestors to provide engineering, project management, startup and commissioning Dalkia PowerVestors to pull permits, handle Department of Buildings, etc. Disassemble and remove old equipment from each school Pricing includes prevailing wage, although we may not need to utilize Interconnection by PowerVestors

The following items are not included in proposal unless otherwise noted:

- Construction of walls/doors to house the CHP system.
- Any remediation of existing hazardous materials on-site including asbestos.
- Insurance coverage beyond what is specified in the Insurance section 14.
- Sales tax and property tax, if any.
- Any redundant equipment beyond what is specified in the project description.
- Temporary generators or boilers (not normally needed).
- Any repairs and alterations to existing site equipment either due to code issues or pre-existing damage. Any repairs and alterations beyond what are required to interface with the CHP system.
- "Before-the-meter" gas line work. Assumes current gas pressure, capacity, and service are all adequate for interconnection. No service upgrades included unless noted.
- Any additional work needed on the existing electrical switchgear.
- Utility Requested or required work to electric panel.

SCHEDULE C

SYSTEM LOCATION WITHIN PROJECT SITE

Project Site	System Location
Harry A. Conte West Hills Magnet School, 511 Chapel Street, New Haven, CT	In place of current CHP Module to be removed
Hill Regional Career High School, 140 Legion Avenue, New Haven, CT	In place of current CHP Module to be removed
James Hillhouse High School, 480 Sherman Parkway. New Haven, CT	In place of current CHP Module to be removed
John S. Martinez School, 100 James Street, New Haven, CT	In place of current CHP Module to be removed
Sound School, 60 South Water Street, New Haven, CT	In place of current CHP Module to be removed
Wilbur Cross High School, 181 Mitchell Drive, New Haven, CT	In place of current CHP Module to be removed

SCHEDULE D

CALCULATION OF BUYBACK PRICE UNDER HOST OPTION TO PURCHASE SYSTEM

\$2,218,551

The Buyback Price shall be the greater of (i) the fair market value derived under Section 12(b) or (ii) the Purchase Price after adjustment based on residual percentages described below and other additions described in this Agreement.

	Residual		Residual		
<u>During</u>	Percentage	During	Percentage	During	
Year (1) One	No Buyout	Year (6) Six	80%	Year (11) Eleven	55%
Year (2) Two	No Buyout	Year (7) Seven	75%	Year (12) Twelve	50%
Year (3) Three	No Buyout	Year (8) Eight	70%	Year (13) Thirteen	45%
Year (4) Four	No Buyout	Year (9) Nine	65%	Year (14) Fourteen	40%
Year (5) Five	No Buyout	Year (10) Ten	60%	Year (15) Fifteen	35%



New Haven Public Schools Proposals

Hannah Pease Business Development Manager <u>Hannah.Pease@dalkiasolutions.com</u> 413-885-3568

Kyle Krow VP of Sales & Business Development Kyle.Krow@dalkiasolutions.com 413-427-0591



59 Jackson Street, Holyoke, MA 01040 877.903.5170 AegisCHP.com

Agenda

- About Cogeneration
- Powerplant vs. Cogeneration Efficiency
- Reduced GHG Emissions
- History of New Haven Public Schools
- Scope of Work & Timeline
- Economics & Benefits







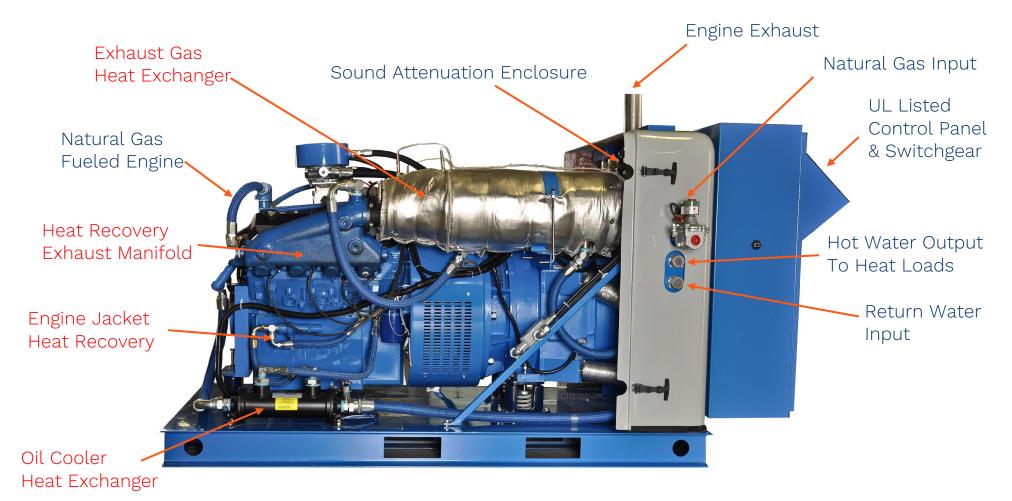
Cogeneration

Simultaneous production of electricity and usable heat from one energy source. Also known as Combined Heat & Power (CHP).

Cogeneration delivers two forms of energy, heat and electricity, from a single fuel source, typically (natural gas).

CHP is a highly-efficient technology that reduces energy costs and harmful emissions as recognized by the US EPA.

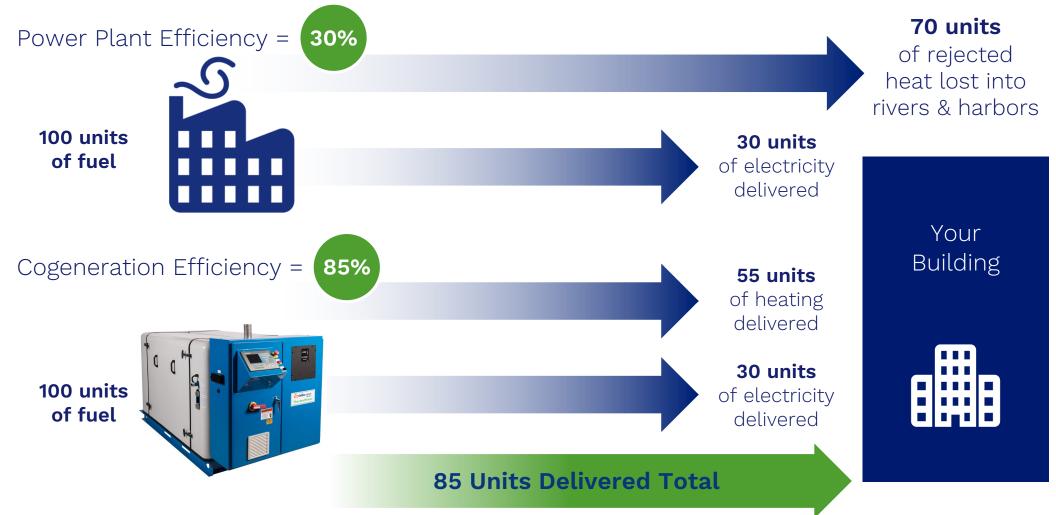
Parts of a CHP Module - 75 kW



EPA Certified 70dba @ 20'



Power Plant VS Cogeneration Efficiency





CHP Reduces GHG Emissions

Conventional Generation 5 MW Natural Gas Combustion Turbine **Power Plant** Power Station Fuel (U.S. Fossil Mix) Electricity 186 LB/MMBTU **Combined Heat** Emissions and Power (CHP) 36 kTons CHP Fuel (Gas) Efficiency: 31% Boiler Boiler Fuel Heat (Gas) 117 LB/MMBTU 117 LB/MMBTU Emissions Emissions 13 kTons 23 kTons Efficiency: 80% 49 23 **Total Emissions** kTons/yr kTons/yr **dalkia** aegis

Combined Heat & Power

Source: EPA

New Haven Public Schools - History

- Six (6) 75kW Induction units were installed in 2008 under our **Shared Savings Program.**
- The units are primarily used to heat the pools at each school and to reduce electricity bought from the grid.
 - o Hill Regional Career High School 140 Legion Avenue
 - o Harry A. Conte West Hills Magnet School 511 Chapel Street
 - o James Hillhouse High School 480 Sherman Parkway
 - o John S. Martinez School 100 James Street
 - o The Sound School 60 South Water Street
 - o Wilbur Cross High School 181 Mitchell Drive
- Current annual savings around \$58,000/year.
- All units are reaching the end-of-life and existing Shared Savings contract is expiring.





Scope of Work & Timeline

- Dalkia Aegis to design, manufacture, and turnkey install six (6) 75kW CHP systems one in each school (capital value of \$2,041,705.74 total).
 - o DA to provide and install Dalkia Aegis ancillary equipment (controls, load modules, pump modules, radiator).
 - o DA to provide engineering, project management, startup and commissioning.
 - o DA to pull permits, handle Dept of Buildings, etc.
 - o DA to disassemble and remove old equipment from schools.
 - o Pricing includes prevailing wage, although we may not need to utilize.
 - o Interconnection by Dalkia Aegis.
- Dalkia Aegis responsible for permitting and associated fees.
- Dalkia Aegis responsible for maintenance costs associated with the CHP plants (valued at \$377,506 per year).
- New Haven Schools will have the <u>option</u> to purchase the systems beginr in year six at a depreciated value.
- Timeline: All units replaced by the end of 2024.





Extending Existing Shared Savings Agreement (15 Years)

- No capital cost
- Utilizing the existing CHP infrastructure and modernizing mechanical systems
- New Haven Schools will receive the electricity produced by the CHP systems at a substantially discounted rate (1st year at \$.1100/kWh).
 - This rate represents a **44.5%** discount of New Haven Schools average annual blended rate of **\$.1983/kWh**.
 - Reduced first costs is allowing for significant improvement in Shared Savings economics.
 - Increase savings around \$30,000/year by extending the agreement
 - NEW Annual Net Savings is \$86,348
 - <u>Total Lifetime Savings is \$1,417,528</u>
 - Ensure clean/green power production for New Haven Public Schools for another 15 years (total of 30 years!)

Shared Savings Option	Amount	Net Total
Turnkey six (6) 75kW CHP Systems – New Haven Public Schools	\$2,218,551	
Net Project Total – Dalkia Aegis Pays 100%		\$0.00
Net Savings Provided to New Haven Public Schools Annual Comprehensive Maintenance & Monitoring	\$86,348/Year Dalkia Aegis Pays	
Net Lifetime Savings:		\$1,417,528
 New Equipment provides consistent and reliable heating/power for the facility. Fixes operating expenses by eliminating annual maintenance costs and providing a fixed reduction in utility expenses. 		



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Thank you!





59 Jackson Street, Holyoke, MA 01040 877.903.5170 AegisCHP.com

The Science of Interest: Cognitive Research To Engage Students and Foster Real Learning

by <u>Annie Murphy Paul</u> Nov 02, 2013 | Filed in <u>News & Features</u>

"Librarians are ideally positioned to become cultivators of students' interests," according to Annie Murphy Paul. A journalist and author, Murphy Paul sheds light on the latest cognitive research on this critical component to reading and learning in SLJ's November 2013 cover story.

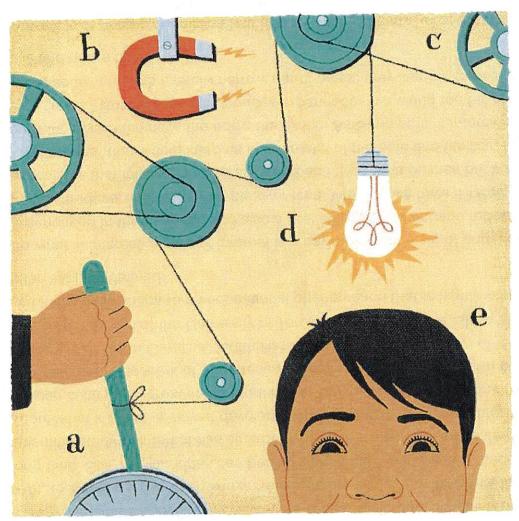


Illustration by James Steinberg

And now for some breaking news: Scientists have recently made a remarkable discovery. They have identified a force, commonly found in classrooms and libraries, that makes people think more clearly, understand more deeply, and remember more accurately. This force has the power to transform struggling

students, and to lift high-achieving students to a new plane. It's called interest, and the scientists who have begun to study it often describe it using the words of an authority named Dewey: Interest, he notes, means "being engaged, engrossed, or entirely taken up with" a particular subject.

John Dewey wrote those words in his essay <u>"Interest and Effort in Education"</u> exactly 100 years ago. Clearly, scientists' recent realization—that interest matters, a lot, to learning—has been known to educators, including librarians, for a very long time. Still, familiar ideas can benefit from a fresh perspective, and the scientific study of interest has already generated many, well, interesting insights about what interest is, how it develops, what makes things interesting, and how we can cultivate interest in our students. In the following exploration of the field, I'll be drawing on the work of three researchers in particular: Paul Silvia of the University of North Carolina, Judith Harackiewicz of the University of Wisconsin, and Suzanne Hidi of the University of Toronto, all of whom are taking an empiricist's approach to an educational phenomenon that is highly valued but often vaguely defined.

So what is interest, anyway? Interest is a psychological state of engagement, experienced in the moment, and also a predisposition to engage repeatedly with particular ideas, events, or objects over time. Why do we have it? Paul Silvia speculates that interest acts as an "approach urge" that pushes back against the "avoid urges" that would keep us in the realm of the safe and familiar. Interest pulls us toward the new, the edgy, the exotic. As Silvia puts it, interest "diversifies experience." But interest also focuses experience. In a world too full of information, interests usefully narrow our choices: they lead us to pay attention to this and not to that.

Interest is at once a cognitive state and an affective state, what Silvia calls a "knowledge emotion." The feelings that characterize interest are overwhelmingly positive: a sense of being energized and invigorated, captivated and enthralled. As for its effects on cognition, interest effectively turbocharges our thinking. When we're interested in what we're learning, we pay closer attention; we process the information more efficiently; and we employ more effective learning strategies, such as engaging in critical thinking, making connections between old and new knowledge, and attending to deep structure instead of surface features. When we're interested in a task, we work harder and persist longer, bringing more of our self-regulatory skills into play.

Of particular relevance to librarians, interest has marked effects on the way we read. When we find a text interesting, our comprehension and recall are improved. Interest boosts our memory for single sentences, brief passages, and extended excerpts; the memory-enhancing effect of interest has been found for genres ranging from poetry to news, from short stories to long biographies.

Interests powerfully influence our academic and professional choices. A sevenyear-long study by Judith Harackiewicz and her colleagues found that college students' interest in an introductory psychology course taken their freshman year predicted how likely they were to enroll in additional psychology classes and to major in the subject. Interest predicted such outcomes even more accurately than students' grades in that initial course. In general, writes Harackiewicz, "research has found that interest is a more powerful predictor of future choices than prior achievement or demographic variables."

Indeed, scientists have shown that passionate interests can even allow students to overcome academic difficulties or perceptual disabilities. One study of 11- to 13-year-olds who scored poorly on achievement tests reported that those who had well-developed interests in reading or mathematics were more likely to engage with the meaning of textual passages or math problems than were peers with high scores but no such interests. Another study, of prominent academics and Nobel Laureates who struggled with dyslexia, found that they were able to persist in their efforts to read because they were motivated to explore an early and ardent interest.

Given the galvanizing effects of interest on learning, it's troubling that research shows students' interest in academic subjects declines across their years in school. Interest starts out strong in the elementary grades but bottoms out in early high school, just at the moment when students are preparing to make choices about further education and future careers. Interest in academics is lower among weak students than among successful ones, meaning that those who are most in need of interest's boost are least likely to feel it. Moreover, our nation's education policy, with its emphasis on improving standardized test scores in a small number of subjects, may be eliminating exactly those experiences that lead students to discover and develop their interests.

Librarians are ideally positioned to become cultivators of students' interests. That's where librarians come in. Librarians are ideally positioned to become cultivators of students' interests. Before I delve into the research on how to act as interest-evokers, let me address a few questions educators may have about embracing this role. First, is it even possible to elicit interest? As researcher Suzanne Hidi notes, "Teachers often think that students either have or do not have interest and might not recognize that they could make a significant contribution to the development of students' academic interest." In fact, research suggests that interest always begins with an external "trigger," and that well-designed environments can make such a triggering more likely. Second, shouldn't students' interests emerge organically and authentically from their own investigations of the world? John Dewey warned teachers against artificially "making things interesting," and a long line of research has shown that providing "extrinsic," or external, rewards for an activity can undermine students' "intrinsic," or internal, motivation to engage in that activity. But research shows that, done carefully, the deliberate elicitation of interest has many positive effects, and does not produce the negative results that educators may fear.

Especially for academically unmotivated students, it's imperative that the adults in their lives create environments that allow them to find and develop their interests.

So what can educators do to promote interest? Let's return again to John Dewey, who wrote that interest operates by a process of "catch" and "hold"—first the student's interest must be captured, and then it must be maintained. The approach required to catch a student's interest is different from the one that's necessary to hold a student's interest: catching is all about seizing the attention and stimulating the imagination. Librarians can do this by exposing students to a wide variety of topics. It's true that different people find different things interesting —one reason to provide students with a range of subject matter, in the hope that something will resonate.

But it's also the case that interesting things generally share a number of characteristics. The research of Paul Silvia suggests that to be interesting, material must be novel, complex, and comprehensible. That means introducing students to things they haven't encountered before (or novel aspects of familiar things), and calibrating their complexity so that these things are neither too hard nor too easy to understand. Understandability is crucial: as Silvia writes, new and complex things are interesting "provided that people feel able to comprehend them and master the challenges that they pose."

Research shows, for example, that an inscrutable poem is judged as more interesting when readers are given a hint that allows them to make sense of what it's about. Abstract art, too, is considered to be more interesting when the paintings are given titles that help viewers understand what the artists may have had in mind as they painted. Viewers become even more interested in such paintings when they are given biographical information about the artist and background about the historical context in which it was created.

What counts as novel, complex, and comprehensible, of course, depends on the age and ability of the individual student. One way that educators can ensure that things are both complex and comprehensible is to make sure that students have sufficient background knowledge to stimulate interest and avoid confusion. The more we know about a domain, the more interesting it gets. Silvia suggests that one reason that growing knowledge leads to growing interest is that new

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The Science of Interest: Cognitive Research To Engage Students and Foster Real Learning | School Library Journal

information increases the likelihood of conflict—of coming across a fact or idea that doesn't fit with what we know already. We feel motivated to resolve this conflict, and we do so by learning more.

A virtuous cycle is thus initiated: more learning leads to more questions, which in turn leads to more learning. Librarians can encourage the development of students' interests by actively eliciting these queries, what researchers call "curiosity questions." Suggest some questions that students might want to explore in their area of emerging interest, and prompt them to generate their own questions. For example, "How do you want to make history and change the world?" became the basis for an all-night <u>scavenger hunt</u> hosted by the New York Public Library.

Librarians can also promote the development of students' interests by demonstrating their own passion for particular subjects. A study of 257 professional musicians, for example, found that the most important characteristics of their first teachers was the ability to communicate well—to be friendly, chatty, and encouraging—and the ability to pass on their love of music through modeling and playing well. Likewise, librarians can share their own personal interests with students through casual conversations or more formal presentations or displays.

If catching students' interest is about seizing attention and providing stimulation, holding it is about finding deeper meaning and purpose in the exercise of interest. Caution is required here, however. Research has found that infusing a subject with meaning by stressing its future utility can produce the opposite of its intended effect. In one study, for example, Judith Harackiewicz and her coauthor informed students that math would be important in their adult lives. The intervention actually undermined interest in math among students who did not consider themselves skilled in the subject, making such students feel threatened and leading them to withdraw.

If catching students' interest is about seizing attention and providing stimulation, holding it is about finding deeper meaning and purpose in the exercise of interest.

Harackiewicz and other researchers have found more success when they encourage students to generate their own connections and discover for themselves the relevance of academic subject matter to their lives. In a 2010 2/27/24, 2:40 PM

study, for example, Harackiewicz and her colleagues had college students engage in a writing exercise in which they were asked to think about how math (and in an accompanying experiment, psychology) might play a role in their lives. In the mathrelated intervention, for example, participants were first taught a mathematical procedure and then asked to write a short essay, one to three paragraphs in length, briefly describing the potential relevance of the technique to their own lives, or to the lives of college students in general. "Of course, you'll probably need more practice with the technique to really appreciate its personal relevance," read the instructions, "but for purposes of this writing exercise, please focus on how this technique could be useful to you or to other college students, and give examples." Completing this exercise led students to become more interested in the subjects they wrote about, an effect that was strongest among those participants who initially reported that they did not do well and did not feel competent in math or psychology.

Harackiewicz calls this a "value intervention," because it helps students see the value of what they're learning. Another way to demonstrate the worthiness of academic subject matter to students is to show them its social value, the rewards that come from possessing knowledge that other people need or want to hear about. This notion is at the heart of the "jigsaw" procedure, a technique originally developed by the social psychologist Elliot Aronson. Suzanne Hidi applied the jigsaw approach in a science museum, assigning each student visiting the museum an exhibit about which they were to become an expert. A collaborative project in which all the students were engaged required the contributions of each one of these "experts" for its completion. Students' awareness that their expertise would be needed for the completion of their classmates' project caused a leap in interest levels: while students spent less than a minute on each exhibit under usual conditions, in the jigsaw condition they spent as many as 10 minutes at their assigned exhibit, and often had to be coaxed into moving away. Librarians could easily apply the jigsaw approach to a collaborative project drawing on their libraries' resources.

Lastly, librarians can promote the development of students' interests by supporting their feelings of competence and self-efficacy, helping them to sustain their attention and motivation when they encounter challenging or confusing material. Weaker students may need more of this assistance to find and maintain their interests, while stronger students can be pushed in the direction of increasing autonomy and self-direction. The goal in each case is to produce young adults with interests that provide them with lasting intellectual stimulation and fulfillment, interests that they pursue over a lifetime with vigor and zest. Despite its reputation, there is nothing idle about curiosity—a truth that librarians, and now scientists, know well.

See also:

In Praise of Print Books - Annie Murphy Paul Keynote SLJ Summit 2013 School Library Journal

Fight the Summer Slide—with a Library Card | Annie Murphy Paul | School Library Journal



Journalist and author <u>Annie Murphy Paul</u> has written the upcoming book Brilliant: The New Science of Smart (Crown, 2014).

Annie Murphy Paul co		cognitive research	cover story	Judith Harackiewicz		
learning	Librariar	ns and Media Specialists	Paul Silvia	reading	SLJ_2013_Nov	
Suzanne H	lidi					

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10 Month Calendar 2024-2025

Holidays/Recess

Labor Day, September 2, 2024 Rosh Hashanah, October 3, 2024 Yom Kippur, October 12, 2024 Indigenous People Day, October 14, 2024 Election Day, November 5, 2024 Veteran's Day, November 11, 2024 Thanksgiving Recess, November 28-29, 2024 Christmas Recess, December 24-31, 2024 New Year's Day, January 1, 2025 Three Kings Day, January 6, 2025 MLK Day, January 20, 2025 February Recess, February 17-18, 2025 Eid al-Fitr, March 31*, 2025 April Recess, April 14-17, 2025 Good Friday, April 18, 2025 Memorial Day, May 26, 2025 Juneteenth, June 19, 2025

182 Student Days | 186 Teacher Days

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										23	24	25(d)	26	27*	21	22	23(f)	24	25*
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17	18	19(f)	20	21						12	13	14	15	16	16(e)#				
24	25	26	27	28*	21	22	23	24	25*	19	20	21	22	23*					
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				20				. : 11 - j	17		1.3			21					11

Glyphs						
()	Teacher's Day Only	С	Open House, Meet the Teacher Night: K-8			
*	Paydays: Regular Plan	d	Open House, Meet the Teacher Night: High School			
#	Early Dismissal – Students and Staff	е	End of Marking Period			
a	Parent Conference, Report Cards: K-8	f	Staff In Service – Students Early Dismissal			
b	Parent Conference, Report Cards: High Schools	g	Student Only Early Dismissal			



	Elementary	Middle	High
1 st Marking Period			
Marks Open	August 29 September 18/Open House	August 29 September 18/Open House September 27/Failure Warning	August 29 September 25/Meet the Teachers Night September 27/Failure Warning
Marks Close	November 1	November 1	November 1
Number of Days	43	43	43
Date Issued	November 20	November 20	November 21
Dist. to Parents	Parent Conferences	Parent Conferences	Parent Conferences
2 nd Marking Period			
Marks Open	November 4	November 4 December 6/Failure Warning	November 4 December 6/Failure Warning January 21-24/Mid-Year Exams
Marks Close	January 24	January 24	January 24
Number of Days	47	47	47
Date Issued	February 5	February 5	February 6
Dist. to Parents	Parent Conferences	Parent Conferences	Parent Conferences
3rd Marking Period			
Marks Open	January 27	January 27 March 7/Failure Warning	January 27 March 7/Failure Warning
Marks Close Number of Days	April 4 47	April 4 47	April 4 47
Date Issued Dist. to Parents	Sent Home w/Students	Sent Home w/Students	Mailed Home
th Marlin - Darlad	,	,	
4 th Marking Period Marks Open	April 7	April 7 May 9/Failure Warning	April 7 May 9/Failure Warning
Marks Close Number of Days Date Issued	June 16 45	June 16 45	June 16 45
Dist. to Parents	Sent Home w/Student	Sent Home w/Student	Mailed Home



10 Month Calendar 2025-2026

Holidays/Recess

Labor Day, September 1, 2025 Rosh Hashanah, September 23, 2025 Yom Kippur, October 2, 2025 Indigenous People Day, October 13, 2025 Election Day, November 4, 2025 Veteran's Day, November 11, 2025 Thanksgiving Recess, November 27-28, 2025 Christmas Recess, December 24-31, 2025 New Year's Day, January 1, 2026 Three Kings Day, January 6, 2026 MLK Day, January 19, 2026 February Recess, February 16-17, 2026 Eid al-Fitr, March 20*, 2026 Good Friday, April 3, 2026 April Recess, April 13-17, 2026 Memorial Day, May 25, 2026 Juneteenth, June 19, 2026

182 Student Days | 186 Teacher Days

JULY				AUGUST					SEPTEMBER				OCTOBER						
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					(25)	(26)	(27)	28	29*	29	30				27	28	29	30	31(e)
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3		5	6	7*	8	9	10	11	12	5		7	8	9	9	10	11	12	13#*
10		12	13	14	15	16	17	18	19*	12	13	14	15	16*			18	19	20
17	18	19(ag)	20(b)	21*	22	23#					20	21	22	23(e)	23	24	25	26	27*
24	25	26#		- 955						26	27	28	29	30*					
				16					17					19					18
		MARC	Handy				APRIL					MAY					JUNE		
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9	10	11	12	13*	6	7	8	9	10#*	4	5	6	7	8*	8	9	10	11	12
16	17	18(f)	19	_						11	12	13	14	15	15	16	17(e)#		
23	24	25	26	27*	20	21	22	23	24*	18	19	20	21	22*					
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Glyphs							
()	Teacher's Day Only	cOpen House, Meet the Teacher Night: K-8dOpen House, Meet the Teacher Night: Higid StaffeEnd of Marking Periodards: K-8fStaff In Service – Students Early Dismissal	Open House, Meet the Teacher Night: K-8				
*	Paydays: Regular Plan	d	Open House, Meet the Teacher Night: High School				
#	Early Dismissal – Students and Staff	е	End of Marking Period				
а	Parent Conference, Report Cards: K-8	f	Staff In Service – Students Early Dismissal				
b	Parent Conference, Report Cards: High Schools	g	Student Only Early Dismissal				



	Elementary	Middle	High		
1st Marking Period					
Marks Open	August 28 September 17/Open House	August 28 September 17/Open House September 26/Failure Warning	August 28 September 24/Meet the Teachers Night September 26/Failure Warning		
Marks Close Number of Days Date Issued Dist. to Parents	October 31 42 November 19 Parent Conferences	October 31 42 November 19 Parent Conferences	October 31 42 November 20 Parent Conferences		
2 nd Marking Period Marks Open	November 3	November 3 December 5/Failure Warning	November 3 December 5/Failure Warning January 20-23/Mid-Year Exams		
Marks Close Number of Days Date Issued Dist. to Parents	January 23 47 February 4 Parent Conferences	January 23 47 February 4 Parent Conferences	January 23 47 February 5 Parent Conferences		
3 rd Marking Period Marks Open	January 26	January 26 March 6/Failure Warning	January 26 March 6/Failure Warning		
Marks Close Number of Days Date Issued Dist, to Parents	April 2 46 Sent Home w/Students	April 2 46 Sent Home w/Students	April 2 46 Mailed Home		
Dist. to Farents	Sent nome w/ Students	Sent nome w/students	Maneu Home		
4 th Marking Period Marks Open	April 6	April 6 May 8/Failure Warning	April 6 May 8/Failure Warning		
Marks Close Number of Days Date Issued	June 17 47	June 17 47	June 17 47		
Dist. to Parents	Sent Home w/Student	Sent Home w/Student	Mailed Home		