# TEWKSBURY PUBLIC SCHOOLS

# TEWKSBURY SCHOOL COMMITTEE

Notice of Regular School Committee Meeting #12 Wednesday, May 31, 2023 at 5:30 PM

# Revised Meeting Place:

Tewksbury Memorial High School Large Group Instruction Room 1 (LGI-1) 320 Pleasant Street, Tewksbury, MA 01876

#### 1. CALL TO ORDER

- 2. EXECUTIVE SESSION Non-Public Session 5:30 PM
  - Approval of May 10, 2023 Executive Session Minutes
  - Collective Bargaining Pertaining to TTA (Teachers)

The School Committee will reconvene in open session after the Executive Session.

- 3. ADJOURN EXECUTIVE SESSION AND RECONVENE SCHOOL COMMITTEE MEETING
- 4. RECONVENE REGULAR SCHOOL COMMITTEE MEETING 6:00 PM
- 5. PLEDGE OF ALLEGIANCE
- 6. ANNOUNCEMENT

The May 31, 2023 Regular School Committee Meeting will be televised and recorded and may be viewed live on Comcast Channel 22 and Verizon Channel 34 or YouTube.com/TewksburyTV. Under the Open Meeting Law, the public is permitted to make an audio or video recording of an open session at a public meeting. At this time, I would ask if anyone is recording tonight's meeting to please identify himself or herself.

#### 7. RECOGNITIONS

2022-2023 Outstanding Volunteers 2023 Ginsburg Family Award 2023 Krissy Polimeno Outstanding Educator Award

# 8. STUDENT COUNCIL REPRESENTATIVE REPORT

Notes from Tewksbury Memorial High School: Rania Elouahi, Student Council Rep to the School Committee

- 9. PRESENTATIONS
  - a. Tiered Focus Monitoring (TFM) & Special Education Updates
- 10. CITIZENS FORUM (Citizens are asked to limit comments related to items on the agenda to three (3) minutes or ten (10) if a spokesperson is representing a group concern.)
- 11. APPROVAL OF MINUTES
  - a. May 10, 2023 Regular Meeting

# 12. SUBMISSION AND PAYMENT OF BILLS (Motion required)

Payroll Period Ending May 11, 2023, (\$1,497,523.17)
Payroll Period Ending May 25, 2023, (\$1,512,885.67)

#### 13. SUPERINTENDENT & STAFF REPORT

#### 14. CONSENT AGENDA (itemized on page 3)

# 15. SCHOOL COMMITTEE MEMBER REPORTS

Elementary School Building Committee Tewksbury SEPAC Wellness Advisory Committee Policy Sub-Committee

#### 16. POLICY CHANGES, PROPOSALS, and ADOPTION

None

#### 17. OLD BUSINESS

a. Superintendent Evaluation Timeline Update

#### **18. NEW BUSINESS**

- a. TMHS Travel Committee Request February & April 2025 (Motion required)
- b. 2023-2024 TMHS Athletics Out-of-State Trip (Motion required)
- c. 2023-2024 Student Handbooks: (Motion required)
  - 1. John Ryan Elementary School
  - 2. Wynn Middle School
  - 3. Tewksbury Memorial High School
- d. In-District Transportation Contract (Motion required)
- e. Out-of-District Transportation Contract (Motion required)

#### 19. SCHOOL COMMITTEE MATTERS OF INTEREST

#### 20. FUTURE SCHOOL COMMITTEE MEETING DATE

June 14, 2023; July 19, 2023, August 16, 2023: SC/Admin Workshop (2:00PM) & Regular Mtg

#### 21. FUTURE SUB-COMMITTEE & ADVISORY COMMITTEE MEETING DATES

Elementary School Building Committee: June 22, 2023; TSEPAC Business Meeting: June 15, 2023 Wellness Advisory Committee: October 4, 2023; Policy Sub-Committee: TBD

#### 22. FUTURE AGENDA ITEMS

### 23. ADJOURNMENT

#### CONSENT AGENDA

Correspondence

TPS 2023 Summer Reading Program

#### **PERSONNEL ITEMS**

New Hires: Marguerite Madden, Education Support Personnel Aide, Dewing School, effective August 28, 2023; Nayomi Ramos, Education Support Personnel Aide, Dewing School, effective August 28, 2023

# Retirements - None

# Reappointments

- Education Support Personnel Aides
- 10-month Secretaries
- Food & Nutrition Services Staff
- Nurses
- Miscellaneous Positions

Appendix B TMHS Athletics - None

Appendix B Co-Curricular Activities - None

Acceptance of Grants - None

Acceptance of Donations - None

Fundraisers/Raffles - None

# EXECUTIVE SESSION

# Tewksbury School Committee Executive Session (Non-Public Session) Wednesday, May 31, 2023 Tewksbury Memorial High School Guidance Office Conference Room

320 Pleasant Street, Tewksbury, Massachusetts

# A. CALL TO ORDER

- B. EXECUTIVE SESSION Non-Public Session 5:30 PM
  - Approval of May 10, 2023 Executive Session Minutes
  - Collective Bargaining Pertaining to TTA (Teachers)

The School Committee will reconvene in Open Session following the Executive Session.

C. ADJOURN & RECONVENE REGULAR SCHOOL COMMITTEE MEETING

# RECOGNITION and/or PRESENTATIONS

# Tewksbury School Committee - May 31, 2023

# RECOGNITIONS

# 2022-2023 Outstanding Volunteers

Dewing School	PAC Co-Chair	Molly Ginsburg
Dewing School	PAC Co-Chair	Katie Anderson
Dewing School	PAC Treasurer	Lauren Wagstaff
Dewing School	PAC Secretary	Alex Kasprzak
Heath Brook School	PAC Co-Chair	Danielle Bresnahan
Heath Brook School	PAC Co-Chair	Danielle Newell
Heath Brook School	PAC Co-Chair	Lisa Lynch
Heath Brook School	PAC Treasurer & Site Council	Deepti Dutt
Heath Brook School	PAC Assistant Treasurer	Shayla Neffendorf
Heath Brook School	PAC Secretary	Megan Lewis
Heath Brook School	Site Council Co-Chair	Niamh Sheehan
Heath Brook School	Site Council Member	Emily Senarian
Heath Brook School	Classroom Volunteer	Karen Gillotte
Heath Brook School	Classroom Volunteer	Helen Matysczak
Center Elementary School	PAC Co-Chair	Anna Kaiser
Center Elementary School	PAC Co-Chair	Tracey O'Brien
Center Elementary School	PAC Co-Chair	Molly Ginsburg
Center Elementary School	PAC Co-Chair	Tracy Torra
Center Elementary School	PAC Co-Chair	Chris Moncada
Center Elementary School	PAC Co-Chair	Michelle Robertson
Center Elementary School	PAC Treasurer	Jennifer Foley
Center Elementary School	PAC Secretary	Jenn Tavares
Center Elementary School	PAC Communications Dir	Colin Steele
Center Elementary School	PAC Assistant Treasurer	Kate Puopolo
Wynn Middle School	PAC Chair	Deb Johnson
Wynn Middle School	PAC Treasurer	John Stanton
Wynn Middle School	Boxtops	Kristi Palma
Wynn Middle School	Book Fair	Melissa Malone
Wynn Middle School	PAC Secretary	Heather Lacount

Ryan Elementary School	Library	Jennifer Burke
Ryan Elementary School	Library	Tiffany Troxell
Ryan Elementary School	PAC	Kayla Biagioni-Smith
Ryan Elementary School	PAC	Jennie Francois
Ryan Elementary School	PAC	Heidi Rubera
Ryan Elementary School	PAC	Julie Naughton
Ryan Elementary School	PAC Co-Chair	Kim Nadeau
Ryan Elementary School	PAC Co-Chair	Anna Kaiser
Tewksbury Memorial High School	TMHS Theater Club Boosters	Jeannette Waugh
Tewksbury Memorial High School	PAC & School Council	Christine Paquette
Tewksbury Memorial High School	PAC Co-Chair	Lori Carriere
Tewksbury Memorial High School	PAC Co-Chair	Carolyn Gaglione

# 2023 Ginsburg Family Award

Holt & Bugbee Foundation

# **2023 Krissy Polimeno Outstanding Educator Award**

Jay Harding, Principal of the Center Elementary School Robert Rogers, Assistant Principal of the Center Elementary School

# **PRESENTATIONS**

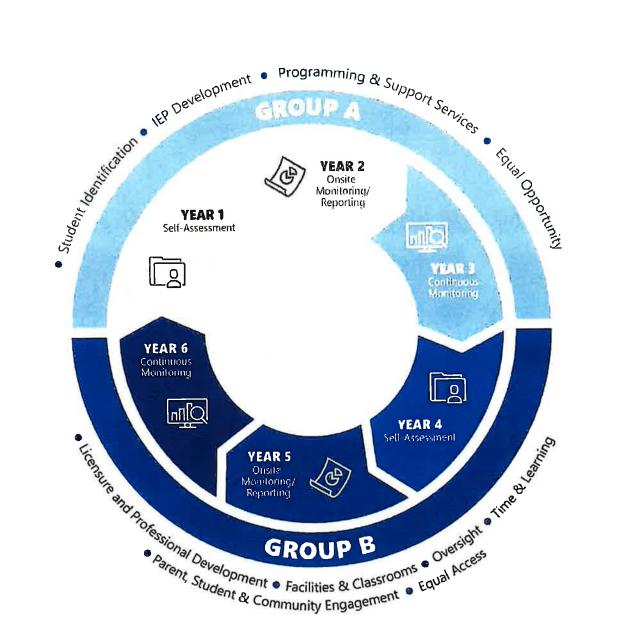
# 1. Tiered Focus Monitoring (TFM) & Special Education Updates

Richard Pelletier, Director of Student Services
Candace Tharrett, Assistant Director of Student Services
Karen Baker O'Brien, Director of Student & Family Support

# TEWKSBURY PUBLIC SCHOOLS

# Agenda

- 1. What is Tiered Focus Monitoring
- 2. What is a monitoring cycle? Which activities are completed each year?
- 3. What are the monitoring tiers and how are they determined?
- 4. How are improvement goals set and monitored?
- 5. Special Education Updates



SELF-ASSESSMENT

ONSITE MONITORING/ REPORTING

**CONTINUOUS MONITORING** 







Onsite activities vary by Monitoring Group and by Monitoring Tier

# **Determination of Risk**

**Monitoring Tier** 

Self-Directed

Improvement

Meets requirements. Data points indicate no concern on compliance and performance outcomes.

Low Risk. Risk assessment data indicate low risk in areas associated with student outcomes.

Moderate Risk. Areas of concern include both compliance and student outcomes.

**High Risk.** Areas of concern have profound effect on student outcomes and ongoing compliance.

Directed

**Improvement** 

Corrective Action

Cross-Unit Support & Corrective Action \*0 . 80% OF.

# Target Standards Tiers 1 & 2

Compliance to high risk

# Low Risk

- Tier 1/Self-Directed Improvement: Data points indicate no concern on compliance and performance outcomes — meets requirements.
- Tier 2/Directed Improvement: No demonstrated risk in areas with close link to student outcomes low risk.

#### **Greater Risk**

- Tier 3/Corrective Action: Areas of concern include both compliance and student outcomes moderate risk.
- Tier 4/Cross-unit Support and Corrective Action:
   Areas of concern have profound effect on student outcomes and ongoing compliance high risk.



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3.

1

# Partnerships

Working together to support learning benefits everyone!

# Allan Blume

# **Autism Higher Education Foundation**

Autism Insurance Resource Center

**Cognitive Connections** 

# Hirshberg Behavioral Health Services

Landmark Outreach

MGH SAiL Literacy Lab

Melmark, Inc.

Penn State University

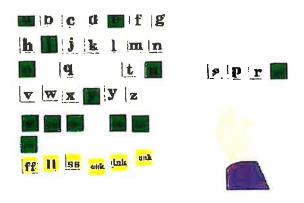
Southern Connecticut State University

WestEd, Inc.



# SPIRE Intensive Reading Intervention

Literacy development for non-readers and struggling readers



The purpose of intensive interventions is to accelerate literacy development so that students are able to make substantial progress toward accomplishing reading tasks appropriate for their current grade level. Placement in interventions is often a two-step process, beginning with an initial screening assessment.

# Tewksbury Partners with



# Consultants Partner with District to

- Develop district-wide classroom and program expectations
- Develop program observation checklist as a tool to identify training needs for staff
- Conduct district-wide observations and provide real-time feedback to administrators and faculty.

Provides BCBA Supervision

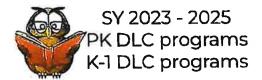


 The Behavior Certified Board Analysts (BCBAs) participated in various trainings with Melmark on topics such as effective staff training, conducting thorough assessments, procedures for crisis, as well as review of behavioral programming for our students.

# T DLC Program Expansion

# Dewing School DLC Program transitions to the Heathbrook School in the Fall 2023

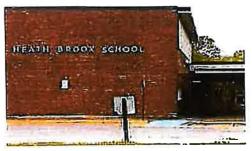
GOAL/VISION: TPS believes in creating safe, supportive schools with equal access to programming and educational opportunities. Bringing DLC programs to the Heathbrook is just one step in the planning process.







SY 2023 - 2024 PK DLC programs





SY 2024 - 2025 PK DLC programs K - 1 DLC Programs



# **Special Education Extended School Year**



Purpose: prevent substantial regression and to ensure maintenance of skill. ESY services are not intended to advance students in their education.

Grades PK - 12+

Locations: Heathbrook & TMHS

Academic Programs and Bridge -

4-weeks [7/11 - 8/3]

**DLC Programs** – 5-weeks [7/10 - 8/10]



**Staffing**: properly trained and licensed faculty and providers

**Related Services** are provided to students referred based on individual needs: OT, PT, speech, behavior support, counseling, vision, mobility, assistive technology, AAC, transportation

# **MINUTES**

# **PAYROLL**

# TEWKSBURY PUBLIC SCHOOLS Tewksbury, Massachusetts

Date 05/11/2023

I move the School Department Payroll for the period ending to be approved and certified in the amounts and categories as shown for a total amount of \$1,497,523.17

# **GRANTS**

\$26,786.92	2022-2023	Special Ed 240 Grant
\$10,129.11	2022-2023	Title I Grant
\$2,515.74	2021-2022	Title II Grant
\$414.12	2022-2023	Title III Grant
•	2021-2022	Title IV Grant
	2021-2022	Early Childhood Grant
\$2,936.89	2022-2023	ASOST Grant
•	2022-2023	Innovation Pathways Grant
\$6,589.83	2022-2023	21st Century Grant
\$693.75		21st Century Sped Enhancement
	2022-2023	Social Emotional Learning Grant
\$18,167.94	2022-2023	ESSER III Grant
\$3,074.67	2022-2023	ARP Grant
	REVOLVIN	IG ACCOUNTS
\$9.393.77	2022-2023	Community Services Preschool Prog

\$9,393.77		Community Services Preschool Program
\$2,550.00	2022-2023	Adult Education Program
\$38,549.21	2022-2023	Lunch Program
\$2,298.97	2022-2023	Facilities
\$176.05	2022-2023	Recreation
\$687.53	2022-2023	Parking Fees
\$4,921.60	2022-2023	Preschool
\$2,559.00	2022-2023	Alphabest
\$1,662.00	2022-2023	TMHS Intramurals
\$3,106.68	2022-2023	Student Activities

# \$137,213.78 SUB TOTAL - NON LEA FUNDS

# **LEA FUNDS**

\$1,360,309.39 2022-2023 School Department Account

\$1,497,523.17 TOTAL

# TEWKSBURY PUBLIC SCHOOLS Tewksbury, Massachusetts

Date

05/25/2023

I move the School Department Payroll for the period ending to be approved and certified in the amounts and categories as shown for a total amount of \$1,512,885.67

# **GRANTS**

\$32,303.35 \$10,168.39 \$1,432.20	2022-2023 Special Ed 240 Grant 2022-2023 Title   Grant 2021-2022 Title    Grant
\$37.50	2022-2023 Title III Grant
	2021-2022 Title IV Grant
	2021-2022 Early Childhood Grant
\$2,681.18	2022-2023 ASOST Grant
\$6.25	2022-2023 Innovation Pathways Grant
\$6,260.80	2022-2023 21st Century Grant
\$666.25	2022-2023 21st Century Sped Enhancement
\$12.50	2022-2023 Social Emotional Learning Grant
\$19,676.18	2022-2023 ESSER III Grant
\$2,886.50	2022-2023 ARP Grant

# REVOLVING ACCOUNTS

\$9,802.47	2022-2023	Community Services Preschool Program
\$2,675.00	2022-2023	Adult Education Program
\$37,937.00	2022-2023	Lunch Program
\$10,150.64	2022-2023	Facilities
		Recreation
\$687.53	2022-2023	Parking Fees
\$4,921.60	2022-2023	Preschool
\$2,260.54	2022-2023	Alphabest
\$1,662.00	2022-2023	TMHS Intramurals
\$301.96	2022-2023	Advanced Placement
\$512.50	2022-2023	Circuit Breaker

# \$147,042.34 SUB TOTAL - NON LEA FUNDS

# **LEA FUNDS**

\$1,365,843.33 2022-2023 School Department Account

\$1,512,885.67 TOTAL

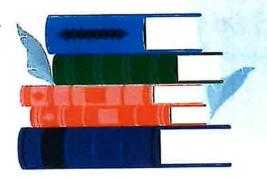
# SUPERINTENDENT & STAFF REPORTS & SCHOOL COMMITTEE REPORTS

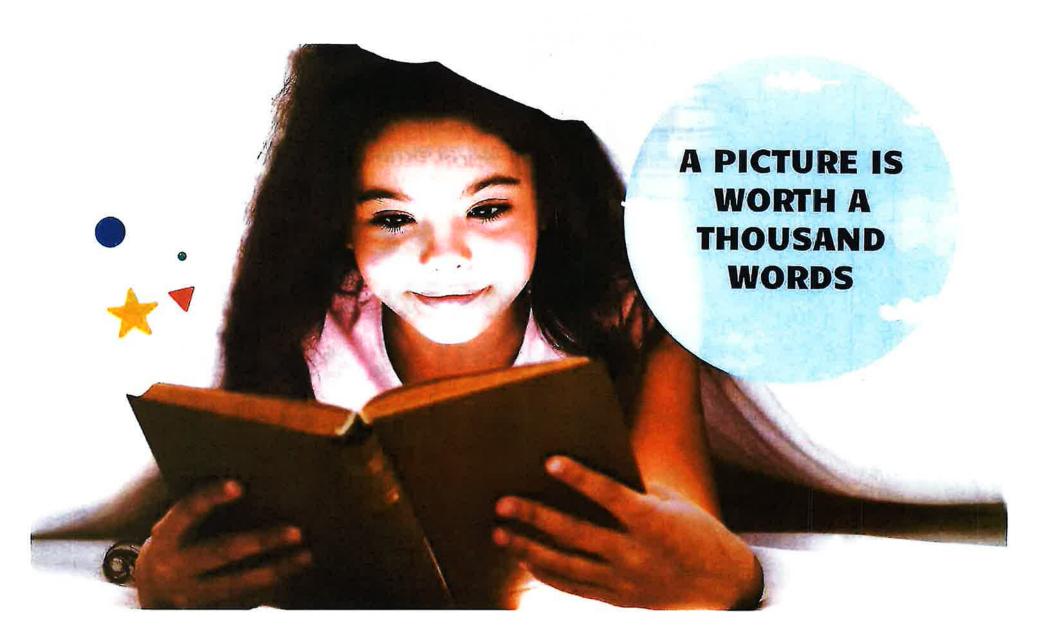
# CONSENT AGENDA



# Tewksbury Public School Summer Reading 2023

"The journey of a lifetime starts with the turning of a page."





# Students in Grades K-4 will be asked to read 3 book selections, one being a non-fiction text.

- Suggested book titles provided for each grade level
- Grades K-2: 15 min per day
- Grades 3-4: 30 minutes per day
- Students will complete a daily reading log
- Students will submit a non-fiction book summary

**Grades K-2 Book List/Report Form** 

**Grades 3 Book List** Grade 4 Book List

Gr. 3 & 4 Report Form

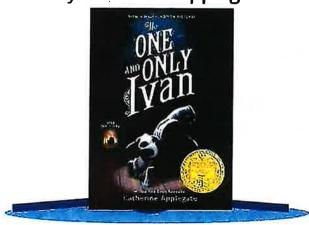
**Book Log** 



#### 1

# Ryan School Featured Text: The One and Only Ivan

By Katherine Applegate



# **Grades 5-6 Summer Reading**

Ryan Elementary School will use the shared experience of a single story to help shape the culture of their school and its community.

*The One and Only Ivan* by Katherine Applegate

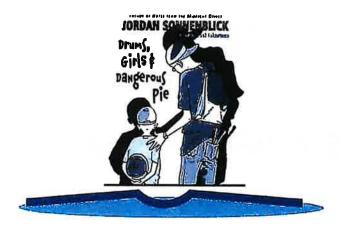
Grades 5-6



Book will be provided to all students through a partnership with the Ryan PAC
Audio version will also be available through Tewksbury Public Library using Hoopla
Grade 5 students will choose one activity from a provided choice board and Grade 6 students will choose 2 activities from provided choice board
All assignments will be due on September 7th, 2023.

# Wynn School Featured Text: Drums, Girls and Dangerous Pie

By Jordan Sonnenblick



# **Grades 7-8 Summer Reading**

Wynn Middle School will use the shared experience of a single story to help shape the culture of their school and its community.

Drums, Girls and Dangerous Pie by Jordan Sonnenblick

Grades 7-8



- Book will be provided to all students through a partnership with the Wynn PAC
- Students will be asked to complete a creative writing assignment by choosing from several options:
  - Rewrite from a new point of view
  - Story continuation
  - Research Options
  - Personal Narrative

All assignments will be due on Tuesday, September 5th, 2023.



# TMHS Summer Reading

- Students will pick a book of their choice, with suggestions provided
- Parent signature of completion required
- Students will identify 5 important passages that represent the beginning, middle and end
- Copy 5 passages down and bring them to English class first week of school
- Students will answer a prompt using the 5 passages at school







# Looking for more reading opportunities?

Check out The Reading Challenge: Massachusetts Student Edition!



The Reading Challenge: Massachusetts Student Edition gives students of all ages a chance to set and meet the goal of reading a book each month in a specific category and to share their experience within their reading community.

The program is sponsored by Massachusetts Center for the Book in collaboration with Massachusetts School Library Association.



# All Summer Reading Information can be found on the TPS website

Happy Summer Reading!







First	Last	Position	School
Maria	Doherty	10-Month Secretary	Center Elementary School
	Angell	Education Support Personnel	Center Elementary School
Angela	Bickford	Education Support Personnel	Center Elementary School
Susan		Education Support Personnel	Center Elementary School
Christine	Bourgeois	Education Support Personnel	Center Elementary School
ludith	Boyson	Education Support Personnel	Center Elementary School
Anne	Brennan		Center Elementary School
Vanessa	Chambers	Education Support Personnel	Center Elementary School
Adriana	Croteau	Education Support Personnel	Center Elementary School
Lisa	Donahue	Education Support Personnel	Center Elementary School
loanne	Elwell	Education Support Personnel	Center Elementary School
Allyson	Kazanjian	Education Support Personnel	Center Elementary School
Tara	Lynch	Education Support Personnel	Center Elementary School
Carrie-Anne	Modica	Education Support Personnel	
Arianna	Ruiz	Education Support Personnel	Center Elementary School
Catherine	Stanieich	Education Support Personnel	Center Elementary School
Stacy	Still	Education Support Personnel	Center Elementary School
Kathy	Korslund	School Nurse	Center Elementary School
Angela	Reaney	School Nurse	Center Elementary School
Jennifer	Merrill	Physical Therapist	Center Elementary School
Kyle	Benson	BEH/BCBA	Center Elementary School
Griffin	Jennifer	Principal Support	Center Elementary School
Tryder	Tina	Principal Support	Center Elementary School
Michelle	Jennings	10-Month Secretary	Dewing Elementary School
Jill	Robinson	School Nurse	Dewing Elementary School
Elizabeth	Parisi	Occupational Therapist (P/T)	Dewing Elementary School
Kristen	Imperillo	Physical Therapist	Dewing Elementary School
Paige	Marquis	ВЕН	Dewing Elementary School
Cheryl	Crumb	Out-Of-District Coordinator	District Office
Barbara	Joyce	Occupational Therapist	District-wide
Donald	Miller	School Physician	District-Wide
Sandra	Miller	Associate Nurse	District-wide
Molly	Riordan	Nurse	Heath Brook School
	Gerrish	Director of Mentor Program	District-wide
Terry	Parrella	BCBA	District-wide
Nicole	Bellino	Occuptational Therapist	District-wide
Cynthla	Baker O'Brien	Attendance Officer	District-wide
Karen		Attendance Officer	District-wide
Sean	O'Leary	Sign Language Interpreter	District-Wide (TMHS)
Melanie	Felker	Associate School Nurse	District-wide
Karen	Rossi	Education Support Personnel	Heath Brook School
Joanne	Borges	Education Support Personnel	Heath Brook School
Natalee	Bushen	Education Support Personnel	Heath Brook School
Nancy	Cappiello		Heath Brook School
Jane	Doonan	Education Support Personnel	Heath Brook School
Chery	Froio	Education Support Personnel	Heath Brook School
Andrew	Jordan	Education Support Personnel	Heath Brook School
Amy	Lutkevich	Education Support Personnel	Heath Brook School
Meaghan	Rivera	Education Support Personnel  Education Support Personnel	John F. Ryan Elementary School

Kelly	Bruno	Education Support Personnel	John F. Ryan Elementary School
Marcella	Faletra	Education Support Personnel	John F. Ryan Elementary School
Catherine	Francis	Education Support Personnel	John F. Ryan Elementary School
Kelly	Peach	Education Support Personnel	John F. Ryan Elementary School
Stephanie	Shanahan	Education Support Personnel	John F. Ryan Elementary School
Venkata -	Potturi	Education Support Personnel	John F. Ryan Elementary School
Kimberly	Rowe	10-Month Secretary	John Ryan Elementary School
Debra	Kraytenburg	School Nurse	John Ryan Elementary School
Joe	Russell	Principal Support	Ryan Elementary School
Carly	Cattoggio-Nelson	Education Support Personnel	John W. Wynn Middle School
Christine	Cote	Education Support Personnel	John W. Wynn Middle School
Heather	Godin-Small	Education Support Personnel	John W. Wynn Middle School
Jason	Haggerty	Education Support Personnel	John W. Wynn Middle School
Kelly	Joyce	Education Support Personnel	John W. Wynn Middle School
Erica	Randall	Education Support Personnel	John W. Wynn Middle School
Denise	McIntyre	10-Month Secretary	John W. Wynn Middle School
Nora	Sabillion	Principal Support	John W. Wynn Middle School
Amy	Connell	School Nurse	John W. Wynn Middle School
Linda	Alukonis	Education Support Personnel	Dewing Elementary School
Valerie	Ashe	Education Support Personnel	Dewing Elementary School
Cheryl	Barnes	Education Support Personnel	
Meghan	Campbell	Education Support Personnel	Dewing Elementary School
Laurie	Doherty	Education Support Personnel	Dewing Elementary School
Laura	Dooley	Education Support Personnel	Dewing Elementary School
loanna	Evangelista	Education Support Personnel	Dewing Elementary School
Stacev	Finnegan	Education Support Personnel	Dewing Elementary School
Monica	Johnson	Education Support Personnel	Dewing Elementary School
Sivamaruthi	Lingareddy	Education Support Personnel	Dewing Elementary School
Suvitha	Pillai	Education Support Personnel	Dewing Elementary School
lulie	Regan	Education Support Personnel	Dewing Elementary School
Cheryl	Silva		Dewing Elementary School
Carina	Skaaland	Education Support Personnel	Dewing Elementary School
Susan	Sokol	Education Support Personnel	Dewing Elementary School
Lori	Spezzano	Education Support Personnel	Dewing Elementary School
Anne Mary		Education Support Personnel	Heath Brook School
Yumiko	Theisen Wahl	Education Support Personnel	Dewing Elementary School
		Education Support Personnel	Heath Brook School
Vancy	Ackerly	Food & Nutrition Services	Location To Be Determined
enifer ori Ann	Ambrose	Food & Nutrition Services	Location To Be Determined
ori Ann	Babineau	Food & Nutrition Services	Location To Be Determined
isa	Bevilacqua	Food & Nutrition Services	Location To Be Determined
Suzanne	Blackwell	Food & Nutrition Services	Location To Be Determined
Shannon	Bradley	Food & Nutrition Services	Location To Be Determined
leidi Inner	Brooks	Food & Nutrition Services	Location To Be Determined
Nancy	Brooks	Food & Nutrition Services	Location To Be Determined
rica	Carfagno	Food & Nutrition Services	Location To Be Determined
Amanda	Costello	Food & Nutrition Services	Location To Be Determined
\my	Crowley	Food & Nutrition Services	Location To Be Determined
Vlarcia	D'Attilio	Food & Nutrition Services	Location To Be Determined
Cathy	Dell'Orfano	Food & Nutrition Services	Location To Be Determined
Alison	Difelice	Food & Nutrition Services	Location To Be Determined

5/26/2023

Robin	Foran	Food & Nutrition Services	Location To Be Determined
Andrea	Graziano	Food & Nutrition Services	Location To Be Determined
lennifer	lannuzzi	Food & Nutrition Services	Location To Be Determined
lovce	Kling	Food & Nutrition Services	Location To Be Determined
Kathryn	Lanoue	Food & Nutrition Services	Location To Be Determined
Lisa	Laperriere	Food & Nutrition Services	Location To Be Determined
Kathleen	Larkin	Food & Nutrition Services	Location To Be Determined
Jessica	Mackeen	Food & Nutrition Services	Location To Be Determined
Dan	Maguire	Food & Nutrition Services	Location To Be Determined
Paula	Malfa	Food & Nutrition Services	Location To Be Determined
Amanda	Marino	Food & Nutrition Services	Location To Be Determined
Elizabeth	Marquez	Food & Nutrition Services	Location To Be Determined
Jennifer	Moore	Food & Nutrition Services	Location To Be Determined
Julie	Naughton	Food & Nutrition Services	Location To Be Determined
Dorothy	O'Donnell	Food & Nutrition Services	Location To Be Determined
Retta	Smith	Food & Nutrition Services	Location To Be Determined
Laura	Sullivan	Food & Nutrition Services	Location To Be Determined
	Thayaaparan	Food & Nutrition Services	Location To Be Determined
Sugarna Andrea	Wright	Food & Nutrition Services	Location To Be Determined
Kathleen	Casey	10-Month Secretary	Tewksbury Memorial High School
Pauline	Field	10-Month Secretary	Tewksbury Memorial High School
Christine	Fronduto-Doherty	10-Month Secretary	Tewksbury Memorial High School
Nancy	O'Hare	10-Month Secretary	Tewksbury Memorial High School
Samantha	Benedetti	Education Support Personnel	Tewksbury Memorial High School
Charlotte	Brace	Education Support Personnel	Tewksbury Memorial High School
Megan	Escott	Education Support Personnel	Tewksbury Memorial High School
Meredith	Fahev	Education Support Personnel	Tewksbury Memorial High School
Kelly	Fox	Education Support Personnel	Tewksbury Memorial High School
Diana	Greenwood	Education Support Personnel	Tewksbury Memorial High School
Marie	Guida	TMHS Copy Center ESP	Tewksbury Memorial High School
Alan	Lefebyre	Education Support Personnel	Tewksbury Memorial High School
Christopher	Mahanna	Education Support Personnel	Tewksbury Memorial High School
Christian	Matamoros	Education Support Personnel	Tewksbury Memorial High School
Fauzia	Rafig	Education Support Personnel	Tewksbury Memorial High School
Lauren	Vangorder	Education Support Personnel	Tewksbury Memorial High School
	Winn	Education Support Personnel	Tewksbury Memorial High School
Paige Mackenzie	Leggeri	School Nurse	Tewksbury Memorial High School
Kelly	Constantino	School Nurse	Tewksbury Memorial High School
Susanne	Trudeau	Principal Support	Tewksbury Memorial High School

5/26/2023

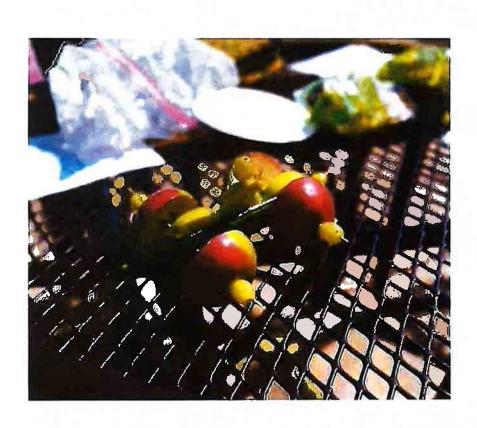
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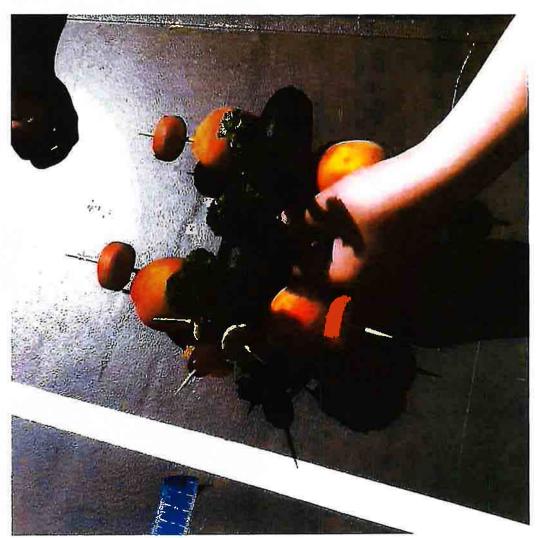
## Lunch Box Derby

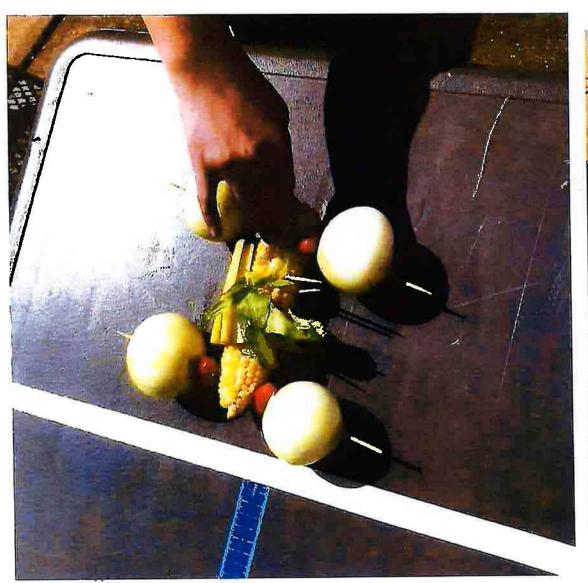
Ryan Elementary School Team 5C & 5D May 2023



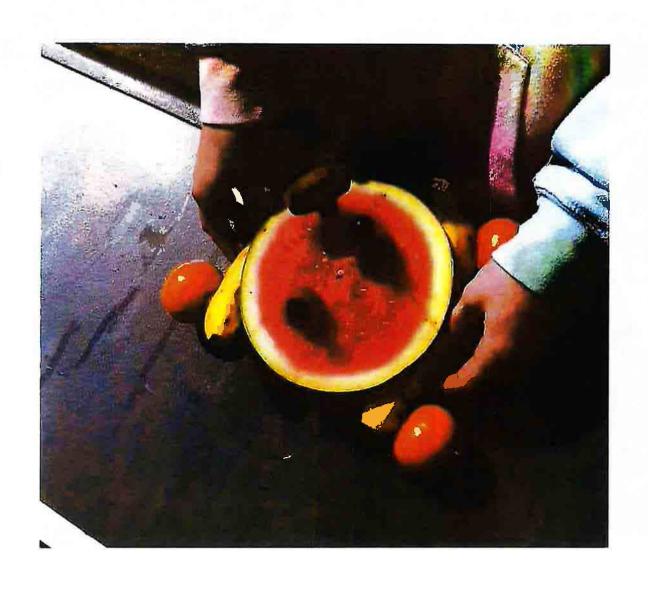
Students designed cars out of 5 different fruits and vegetables.











# Dewing School Field Day Patriotic Day Golf Ball Drop Fundraiser

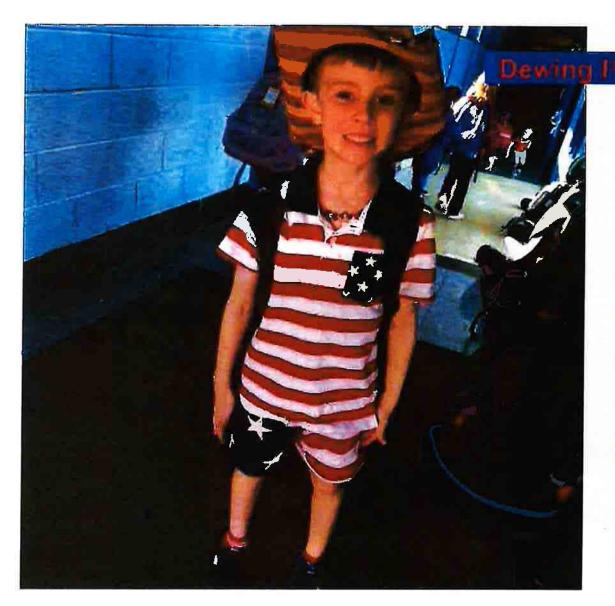


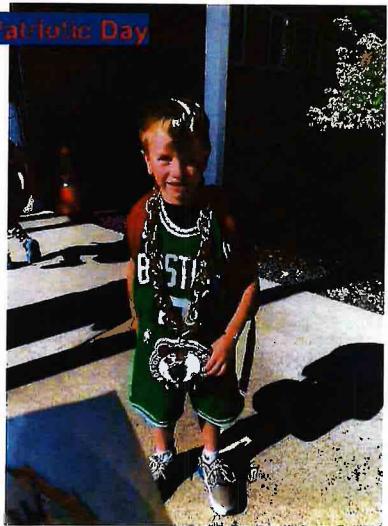
Dewing Field Day



Dewing Dunk Tank





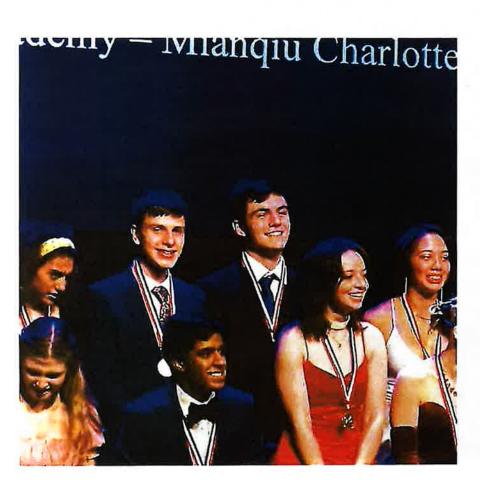




# Dewing Golf Ball Drop Fundraiser

## TMHS THEATER COMPANY BEAUTY & THE BEAST 2022-2023 TAMY AWARDS





### TAMY AWARDS





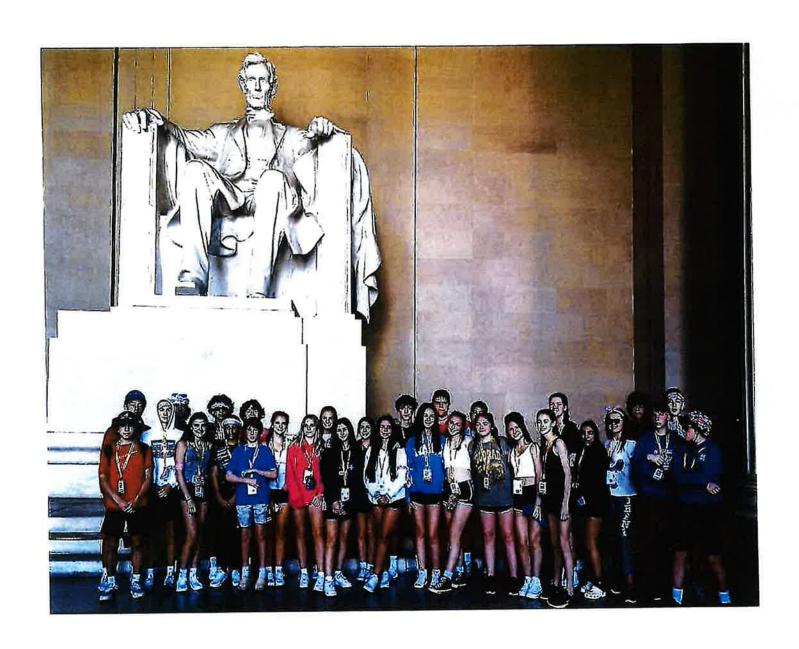






### TAMY AWARDS

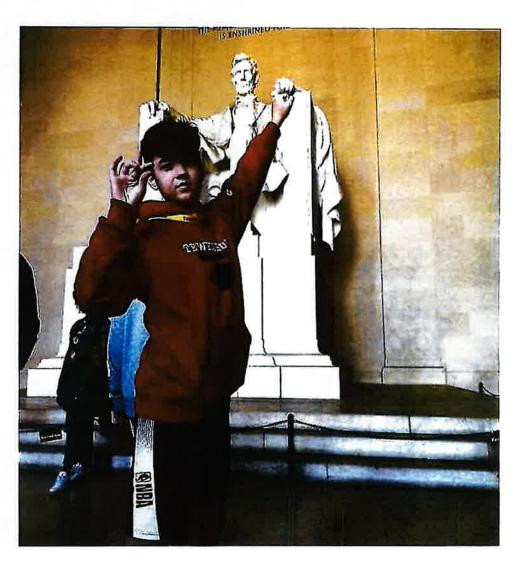


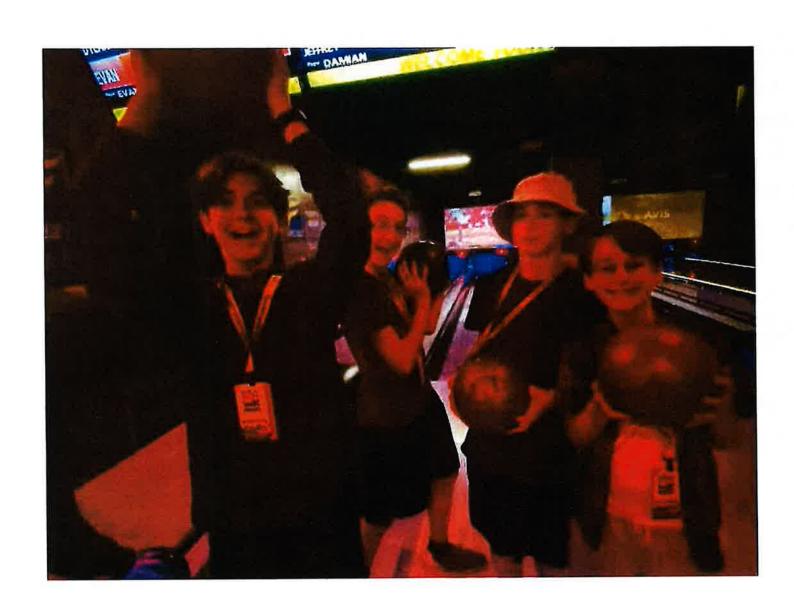


WYNN MIDDLE SCHOOL D.C. TRIP 2023

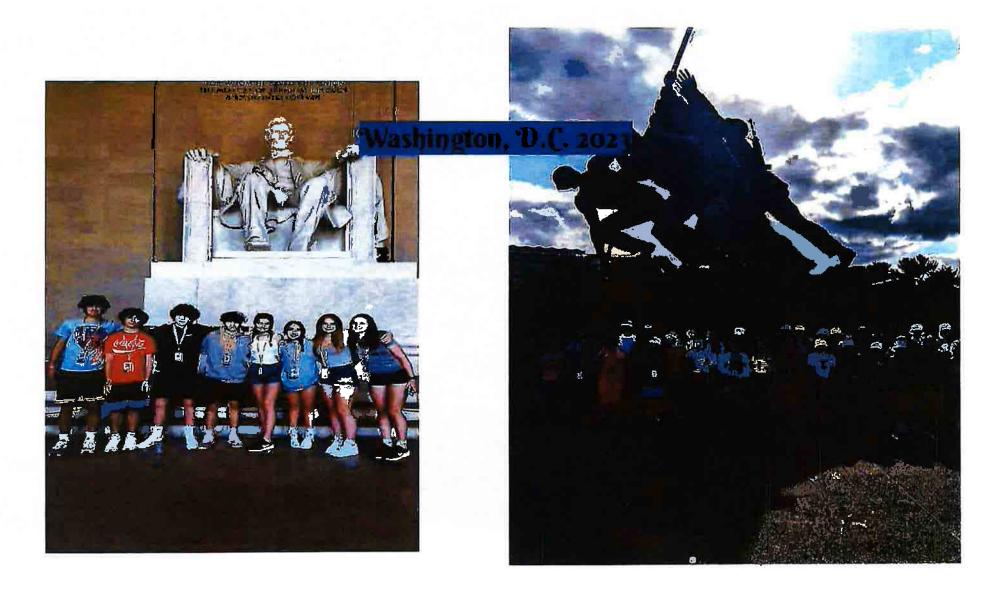


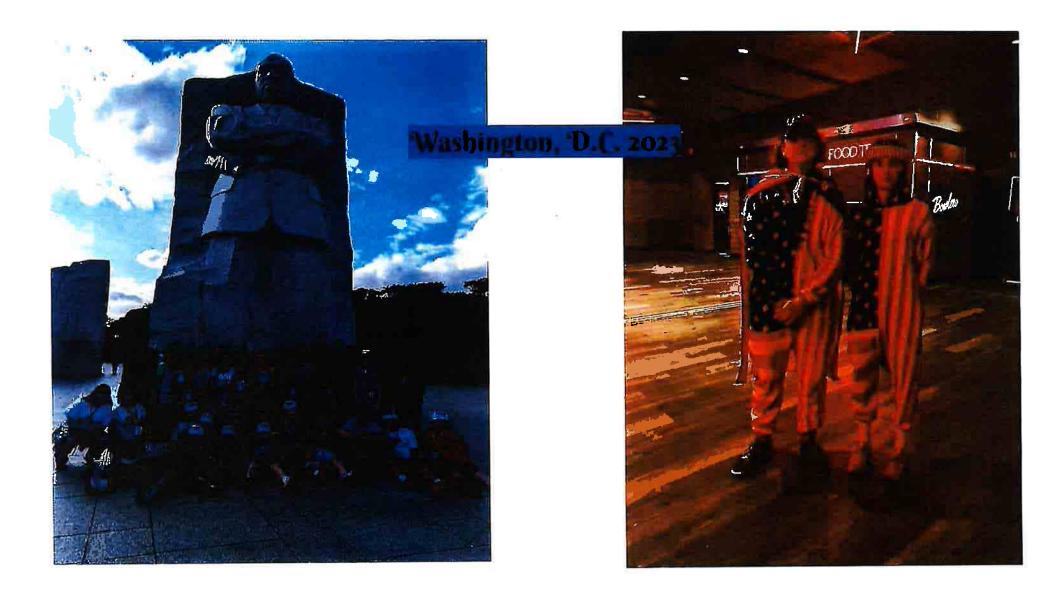
2023 Wynn Middle School Washington, D.C.





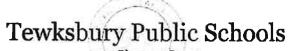
WYNN MIDDLE SCHOOL D.C. TRIP 2023





# **POLICY**

## OLD BUSINESS



139 Pleasant Street Tewksbury, MA 01876

#### **MEMORANDUM**

To: Tewksbury School Committee

From: Brenda Theriault-Regan

Superintendent of Schools

**Date:** May 25, 2023

Re: Superintendent Evaluation Timeline Update

This is an informational item only. No vote is required.

The following is an updated Superintendent Evaluation Timeline. This is informational only, no vote is required.

#### SUPERINTENDENT EVALUATION TIMELINE

#### 2022-2023 School Year

#### On or about June 26th - July 3rd

- School Committee members will receive Superintendent Evaluation documents via email;
- Superintendent to distribute and review progress of goals and self-assessment;
- Individual School Committee members will consult with the Superintendent to review goals and self-assessment data during the time period of June 26th through July 3rd.

#### On or about July 12th

 School Committee members will submit their individual evaluations of the Superintendent to the Chairperson for analysis. Chairperson to synthesize data and summarize for the final Superintendent Evaluation Report.

#### On or about July 19

 School Committee Chairperson to deliver both oral and written summary of the Superintendent Evaluation Report in Public Session.

## NEW BUSINESS

139 Pleasant Street Tewksbury, MA 01876

#### **MEMORANDUM**

To: Tewksbury School Committee

From: Brenda Theriault-Regan, Superintendent

Date: May 26, 2023

Re: TMHS Travel Opportunities for the 2025 SY

#### This Requires a Vote by the School Committee

For the consideration of the School Committee, please see the following information as outlined and presented by the TMHS Travel Committee.

#### TMHS 2025 Travel Opportunities

February Break 2025: Puerto Rico

April Break 2025: Canada

Tewksbury Memorial High School

PRINCIPAL Andy Long

**ASSISTANT PRINCIPALS** 

Michelle M. Dick Sean E. O'Leary **MAIN OFFICE** (978) 640-7825

FAX (978) 640-7829

**GUIDANCE SERVICES** (978) 640-7838

Andy Long, Principal Brenda Theriault-Regan, Superintendent

To: School Committee Members

Re: Request for one domestic trip to Puerto Rico (February break 2025) and one international trip Canada (April Break 2025)

Dear members.

With the approval of Mr. Long, we would like your approval for one domestic trip to Puerto Rico in February 2025 and one international trip to Canada April Break 2025.

These trips are organized as follows: Puerto Rico--Social Studies and Canada--World Languages. These trips allow students the opportunities to explore these curricula in new and exciting ways that provide a hands-on and unforgettable experience. Each trip will be chaperoned by teachers and/or parents with updated CORI checks and fingerprints.

As you know, our students' participation in our past international and domestic trips has been a very rewarding learning experience. Besides the fact that the trip is structured with educational activities daily, we prepare a course through Google Classroom where students will have the opportunity to learn about the history, culture, art, and language of these countries.

Attached you will find the itineraries for each trip, the cost for each trip, the permission and consent forms which parents will sign along with any other required documents, and an extensive breakdown of how each aspect of the trip will be handled to the best of our abilities per the School Committee policies: IJOA, Field Trip, JJH, Student Travel & JJH-R Regulations

Sincerely, Bailey Mahoney Travel Committee Chairperson

#### Puerto Rico-February 2025 (Link to quote)

#### Educational Benefits:

This seven day trip to Puerto Rico provides students with a chance to learn about a US commonwealth, the history of the island and the people, the culture, and to practice or learn Spanish. Students also get to learn about the different ecological wonders of the island by visiting the rainforest and the bioluminescent bay. This trip is great for students who are interested in venturing to a different country for the first time as it is a bilingual country and a welcoming environment.

#### Cost:

The base price of \$3,433 is for 20-24 students going on the trip. The price does vary depending on how many students we get enrolled. If we enroll 35-40, the price is \$3,083. The cost includes the flights, hotels, ground transportation, all 3 meals, insurance, and all planned activities. Students would only be responsible for any souvenirs they wish to purchase. Fundraising activities will be done in order to help ease the cost of the transportation to and from the airport. These activities can include: car washes, dine out nights, etc. They will be planned as a group and done as a group by our travelers.

#### Transportation and lodging plan:

Transportation to and from school: Depending on the size of the group, a motorcoach will be booked through an approved carrier we have used in the past, MBTworldwide. For smaller groups (less than 12), we will have parent volunteers drive the students into the airport after meeting at the school as well as pick them up from the airport in order to save money. During the trip, the tour company (EF) handles the transportation using commercially licensed drivers and vehicles, providing the sufficient amount of rest for the drivers, and complying with everything listed in School Committee policy JJH-R.

Airlines are booked by the travel company (EF) and we are notified 90-110 days prior to departure for the trip. While traveling in the state, a charter bus is provided by the company and the same one is used throughout the trip with the same driver who follows all timing and regulations required.

Lodging information is provided by the travel company 30-45 days prior to the trip. These hotels are vetted thoroughly by EF to provide clean, safe lodging for the students. The hotels are usually on the outskirts of the places we are visiting and in a good neighborhood. They provide breakfast daily for our students and rooms are grouped together for easy monitoring of students by the chaperones. EF also hires night time security for each hotel we stay at.

#### Itinerary:

See attached document. Location phone numbers will be provided once received.

#### Chaperones:

For every 10 travelers, we earn one free chaperone spot. This trip is being run by Erin Murphy. We cannot assign other chaperones to this trip until we have the final numbers. This information will be provided once we have final approval and those enrollment numbers. If any chaperones are not teachers in the district (i.e. parents) CORI checks will be completed prior to enrollment on the trip.

#### Chaperone responsibilities.

Chaperones will provide supervision for all students during activities. Chaperones will be paired with 6 students in order to check in, provide assistance, and be the point person for a smaller group of students. Student check-in times will be determined by the itinerary and locations. Chaperones (when decided) will rotate who does the nightly rounds at the hotels.

#### Student grouping:

Students will be assigned to a chaperon in groups of 10 for check-ins. If free time for shopping/lunch occurs, they must stay in groups of 3 at all times. Room assignments will be completed upon the final enrollment numbers and are usually 3-4 persons per room.

#### Return home policy:

Students are required to purchase the insurance provided by the travel company. The company has a plan and procedure for students to return home and it will be followed. Parental acceptance of financial responsibility for unscheduled return trips for the student and any necessary chaperone will be required.

#### Canada--April Break 2025

<u>Educational Benefits:</u> We took a trip with Prométour over the Memorial Day weekend in 2018. The students got so much out of the experience that we planned another trip for 2020 that was, of course, canceled.

The role that geography played in the French settling in Québec is especially clear when the students take a ferry ride across the Saint Lawrence River to arrive at Québec City. The river plays a role in the centerpiece to the entire trip. The hands-ons educational trip connects directly with history (examples:

explorers, settling in the new world, English vs. French battle for Canada, a visit to the Chateau Frontenac with guides who are actors in costume and in the time period, a guided tour through the historic walled in city in Québec City, a hands-on and engaging reenactment at the famous battle of the Plains of Abraham) and culture (example:

traditional food at a sugar shack with traditional dancing and a québécois cooking lesson). The history experiences connect with history themes in the curriculum. Exploring cultures and learning about other people and traditions helps students gain perspectives and directly connects with SEL. In the 2018 trip, the students especially enjoyed participating in a comedy IMPROV workshop! And, for the French students, there is a specific tie-in to the language.

#### Transportation and lodging plan:

Transportation: motorcoach booked through an approved carrier by the company Prometour for the duration of the trip. The company used will comply with all safety and driver regulations.

Lodging information is provided by the travel company 90-110 days prior to the trip. These hotels are vetted thoroughly by Prometour to provide clean, safe lodging for the students. The hotels are usually on the outskirts of the places we are visiting and in a good neighborhood. They provide breakfast daily for our students and rooms are grouped together for easy monitoring of students by the chaperones.

<u>Costs</u>: The cost for this trip would be \$1474-\$1297 depending on the number of students we enroll. Attached you will find a detailed cost and coverage for this trip. Some fundraising activities may be done in order to help ease the cost of any unexpected incidents that might arise. These activities can include: car washes, dine out nights, etc. They will be planned as a group and done as a group by our travelers.

<u>Itinerary:</u> See attached document. Location phone numbers will be provided once received. We used Prométeur for our last trip to Québec and Montréal. They had a great value with quality hotels, restaurants, and engaging activities. Furthermore, their tour guide was outstanding.

<u>Chaperones</u>: For every 6 travelers, we earn one free chaperone spot. This trip is being run by the World Languages department and headed by Melanie Ryan. We cannot assign other chaperones to this trip until we have the final numbers. This information will be provided once we have final approval and those enrollment numbers.

<u>Chaperone responsibilities.</u>: Chaperones will provide supervision for all students during activities. Chaperones will be paired with 6 students in order to check in, provide assistance, and be the point person for a smaller group of students. Student check-in times will be determined by the itinerary and locations. Chaperones (when decided) will rotate who does the nightly rounds at the hotels.

<u>Student grouping:</u> Students will be assigned to a chaperone in groups of 6 for check-ins. If free time for shopping/lunch occurs, they must stay in groups of 3 at all times. Room

assignments will be completed upon the final enrollment numbers and are usually 3-4 persons per room.

<u>Return home policy:</u> Students are required to purchase the insurance provided by the travel company. The insurance is included in the cost of the trip. The company has a plan and procedure for students to return home and it will be followed. Parental acceptance of financial responsibility for unscheduled return trips for the student and any necessary chaperone will be required.

For these trips, a lot of the information requested (COST, transportation, lodging, rooming, chaperones, etc) cannot be fully set in stone until we have students enrolled on the trips. Those things are booked/set up once we have our final number of students enrolled as the companies then choose the most affordable and safest options for us at that time.

These trips will require zero to a very limited amount of instructional class time missed. At max, students might miss the ½ day before February break and April break.

#### **Behavioral Expectations**

#### PUERTO RICO - 2025

The Tewksbury Memorial High School discipline rules as stated in the 2024-2025 Handbook - section *Discipline Codes* will be in effect during our entire trip. It is our primary role to ensure the safety of every student going to PUERTO RICO; therefore, these rules will be strictly enforced. In addition to the school regulations each student must abide by the following during our trip.

- The student will not leave the hotel room after curfew for any reason.
   Students will have chaperones' phone numbers to call in case of need.
- The student <u>will not even open the door</u> unless a chaperone identifies herself or himself after the lights are out.
- The student will be respectful of the other guests staying in the hotel.
- 4. The student will obey the chaperones, tour guides, and bus driver and be respectful to everyone.
- No possession, use or consumption of alcoholic beverages, tobacco/vaping or illegal drugs will be tolerated.
- Students who do not adhere to these rules may be sent home at their expenses.

Parent/Guardian Signature Parent/Guardian Name	
Date	

#### TEWKSBURY MEMORIAL HIGH SCHOOL PUERTO RICO – 2025

Permission and Release from Liability

i/vve give my/our son/daugnter,
permission to participate in the high school trip to PUERTO RICO during February break
<b>– 2025.</b>
I/We understand that this trip will be under the direct supervision of TMHS faculty.
I/We also understand that my/our son/daughter will eat locally prepared food and/or
drinks while participating in this experience. It is my/our responsibility to let chaperones
know of any food/medicine allergies that my/our child has.
I/We understand that outdoor activities such as walking tours and water related
activities such as swimming at the hotels will happen as part of this trip and I/we give
permission for my/our son/daughter to participate in them.
Regarding said trip, I/we, the undersigned, release Tewksbury Memorial High School
and its employees/chaperones from any liability for injury, sickness, death or loss of
property which are not the result of gross negligence, willful conduct by Tewksbury
Memorial High School and its employees and chaperones acting on behalf of TMHS.
Parent/Guardian Signature
Parent/guardian Name
Parent/Guardian Signature
Parent/guardian Name
NOTARY

### Medical Form for Students on Overnight & Out of State Trips

Please return this form to your school nurse by _					
Program Information:					
Field Trip Coordinator: (FTC)Date of trip:					
Location of nearest medical facility for emergency					
Student Information:					
Student's Name:	DOB:				
Home Address:					
Parent/Guardian:					
Cell #1:Cell #2:					
Emergency Contact:					
Phone:Cell:					
Health Ins Policy #:Hea	alth Ins. Provider				
Primary Subscriber of Policy:					
Name of Student's Primary Doctor:	Phone:				
Allergies: Yes No Please list:					
Epinephrine: Yes No Asthma: Yes N	o Inhaler: Yes No				
Diabetes: Yes No Seizures: Yes No_ Medical Concerns:					
Medications needed on trip: Yes No	I I are health a shadowt and are weeding				
*Please send only medications that are regularly	taken by the student and are medica				

necessary.

Please list:
1)
2)
3)
4)
Only send with your student the amount of medication needed for the trip.  All medications must be in a pharmacy labeled container with name, medication, dosage and frequency of administration.
Parent/guardian signature:
Date:



### **Tour Price Quote**

### Puerto Rico: Island of Natural Wonders

Prepared For

Balley Mahoney at Tewksbury Memorial High School

Prepared On May 5, 2023

Tour Page

www.efexploreamerica.com/PRJ

### **All-inclusive Price**

Based on a private tour with 35 - 40 paying travelers Price valid for travelers enrolled May 5, 2023 - May 31, 2023

Student

Adult

\$3,083

\$3,603

or \$150 / 20 mos

or \$176 / 20 mps

#### Price Breakdown

Program Fee
Travel Protection Plan
Lunch included: \$15 per day

\$2,865

**\$**119

**\$99** 

por student. Price per adult
<b>\$3,953</b>
273 \$3,793
163 \$3,683
083 \$3,603
083 \$3,603

For every 10 paying travelers, 1 chaperone travels FREE

Unless explicitly stated, function are not included.

Adult supplement required for buvolers age 20 and older at the line of travel.

An additional \$200 Under 10 Supplement will be applied to all traveler accounts if the group size falls under 10 paying travelers. 
This will be applied to paying traveler accounts no later than 140 days before departure. Applicable eitine baggage fees are not included and can be found at EFExploreAmerica.com/Beggage. All prices subject to verification by an EA tour consultant. To view EA's Booking Conditions, viell EFExploreAmerica.com/BC. Breakfast excluded on day of arrival; dinner excluded on day of departure (Unless otherwise noted).

### Your travel details

Total Length

7 days

Departing From

Boston (MA)

Requested Travel Dates

Sunday, February 16, 2025 - Saturday, February 22, 2025

Your Departure Date Range

Earliest Fri. Feb. 14 Requested Sun. Feb. 16 Lalesi Tue, Feb. 18

### Your experience includes

Round-trip Transportation

Anoils bommos Aleson

Overnight Security

Maals

All Gratuitles

Gulded Tours and Activities

Full-time Tour Director

Your Tour Director stays with your group 24/7, providing local insight and knowledge, while handling every on-tour detail.

Training and Support

We prepare new Group Leaders on a free Training Tour and provide personal support every step of the way.

Traveler Resources

We offer travelers flexible payment options as well as a dedicated support team to manage finances and answer tour questions.

24-hour Emergency Service

Travelers and their families can count on EF's dedicated emergency service team while on tour.

Expert Tour Planning

Your dedicated EF team provides expertise every step of the way—from recruiting and enrolling travelers to planning and managing your tour.

Personalized Learning Support

Our personalized learning experience engages students before, during and after tour, with the option to create a final, reflective project for academic credit.

Illness and Accident Coverage

Rest easier knowing your travelers are covered on lour with EF's comprehensive coverage plan.

\$50 Million Liability Policy

Group Leaders and schools are protected while on tour.

### Your tour consultant

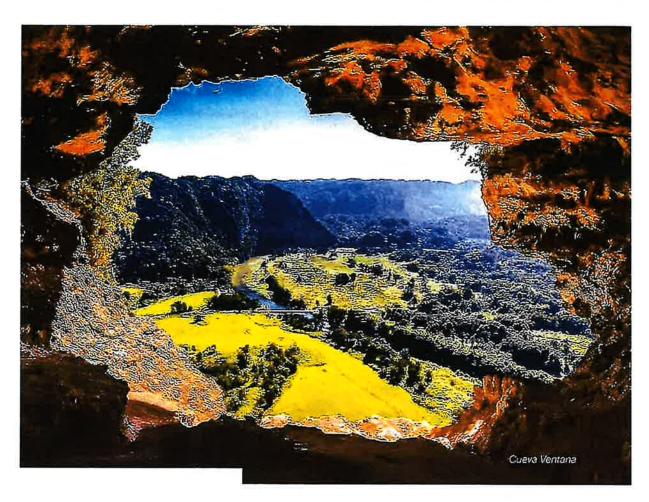
Kyle Rochford 1-800-503-2323 kyle.rochford@ef.com

Hi there! How can we help you today?



### PUERTO RICO: ISLAND OF NATURAL WONDERS

7 days | San Juan | Pence | La Parguera



### Day 1: San Juan

- Arrive in San Juan
- Tour Director-led walking tour

#### Day 2: San Juan

- Tour of El Yunque Rainforest
- Relax at Luquillo Beach

### Day 3: San Juan | Las Piedras

- Explore Camuy Caverns (pending availability)
- Visit El Morro
- Guided sightseeing tour of O d San Juan: San Jose church, La Fortaleza, Cathedral of San Juan Baurista, Capitol Building, Paseo de la Princesa

### Day 4: Ponce | La Parguera

- Travel to Ponce
- Explore downtown Ponce
- Cooking class
- Bioluminescont bay beat tout

### **EL YUNQUE**

El Yungue National Forest. A rainforest with a mysterious name (it may be derived from the Taino word for white lands, or the Spanish word for anvil) and an impressive rap sheet: It's the only tropical rainforest in the U.S. Forest System and is home to over 250 types of flora and nearly 200 types of wildlife, including five endangered species and 13 species of the coqui frog.



#### Day 5: La Parguera | San Juan

- Snorkeling excursion
- Puerto Rican dance lesson

#### Day 6: San Juan

- Guided tour of a nature reserve
- San Juan street art walking tour

#### Day 7: Return home

- Depart for home

Hinerary subject to change there out (12) foreigned and registrates to claim to the foreign ground the foreigned ground the foreigned ground g

#### **EL MORRO**

Construction on this Old San Juan fort began all the way back in the 16th century just 50 years after Columbus arrived in the New World. Overlooking San Juan Bay, the wide open fort has cannonballs, parapets, sentry hoxes tunnels, and staircases to explore. Since the time it was built, the fort has seen more than its fair share of action, having defended itself against everyone from Sir Francis Drake in 1595, to the Dutch. British, and American militaries in the centuries that followed. Today, El Marro is a World Heritage Site maintained by the U.S. National Parks Service.



### **Everything you get**



Full-time Tour Director

6 nights hotel accommodations

Breakfast and dinner daily

Comprehensive sightseeing tours



Overnight security at your hotel

TIllness and Accident Coverage

Travel ID badges and backpacks

Gratuities

### **Options**

- Lunches
- Earned credit for Group Leaders and students

### **Behavioral Expectations**

### **CANADA** - 2025

The Tewksbury Memorial High School discipline rules as stated in the 2024-2025 Handbook - section *Discipline Codes* will be in effect during our entire trip. It is our primary role to ensure the safety of every student going to CANADA; therefore, these rules will be strictly enforced. In addition to the school regulations each student must abide by the following during our trip.

- The student will not leave the hotel room after curfew for any reason.
   Students will have chaperones' phone numbers to call in case of need.
- The student <u>will not even open the door</u> unless a chaperone identifies herself or himself after the lights are out.
- 3. The student will be respectful of the other guests staying in the hotel.
- 4. The student will obey the chaperones, tour guides, and bus driver and be respectful to everyone.
- No possession, use or consumption of alcoholic beverages, tobacco/vaping or illegal drugs will be tolerated.
- 6. Students who do not adhere to these rules may be sent home at their expenses.

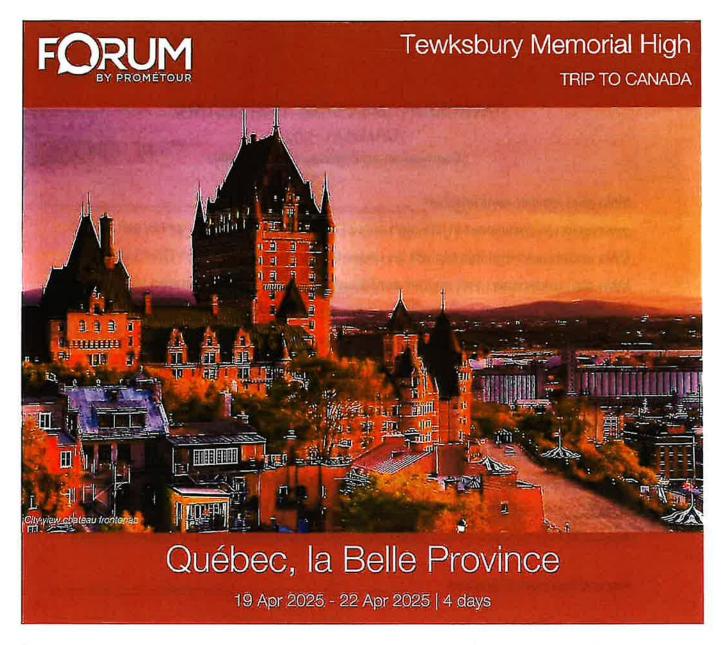
Student Signature	
Student Name	
Parent/Guardian Signature	
Parent/Guardian Name	
_	
Parent/Guardian Name	
Date	

### TEWKSBURY MEMORIAL HIGH SCHOOL CANADA – 2025

Permission and Release from Liability

I/We give my/our son/daughter
permission to participate in the high school trip to Canada during April Break – 2025.
I/We understand that this trip will be under the direct supervision of TMHS faculty.
I/We also understand that my/our son/daughter will eat locally prepared food and/or
drinks while participating in this experience. It is my/our responsibility to let chaperones
know of any food/medicine allergies that my/our child has.
I/We understand that outdoor activities such as walking tours and water related
activities such as swimming at the hotels will happen as part of this trip and I/we give
permission for my/our son/daughter to participate in them.
Regarding said trip, I/we, the undersigned, release Tewksbury Memorial High School
and its employees/chaperones from any liability for injury, sickness, death or loss of
property which are not the result of gross negligence, willful conduct by Tewksbury
Memorial High School and its employees and chaperones acting on behalf of TMHS.
Parent/Guardian Signature
Parent/guardian Name
Parent/Guardian Signature
Parent/guardian Name

**NOTARY** 



Bienvenue a La Belle Province, where a treasure trove of history and culture await you. Here, the French-Canadian cultural identity is alive and well thanks to the spirited Québécois who continue to promote the French language and preserve their unique way of life.



# WHY SEND YOUR STUDENTS ON A FORUM LANGUAGE EXPERIENCE?

yasawii bansiit socu.

Expertise of more than 30 years in the field,

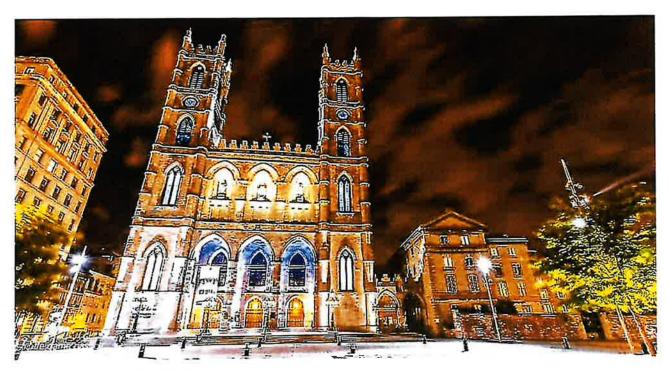
More value for your investment in education,

while something to be and the area.

Private tailor-made educational tours,
Opportunities to engage with locals,
Wisdom and a greater interest in learning,
Enhancement on college applications,
Respect and understanding of other cultures



ITINERARY



### Day 1 - USA / MONTREAL

Saturday, 19 Apr 2025

- Depart from your school to La Belle Province by private bus.
- Your Forum Tour Manager will greet you upon arrival and remain with you for the duration of your trip.
- □ Head to Montréal's highest point, Mont Royal, and enjoy a panoramic view of the city from the Belvedère.
- Follow your Tour Manager on a walking tour of Old Montréal and discover the picturesque charm of the Old Port.
- □ Enjoy a guided visit to the remarkable neo-Gothic Notre Dame Basilica and learn about its role in the founding of Montreal.
- ☐ Enjoy dinner at a local restaurant.
- □ This evening, explore Old Montreal in a unique way as you meet the spirits and ghosts that haunt its streets during a traditional Ghost Walk.
- Night accommodation in Montréal.

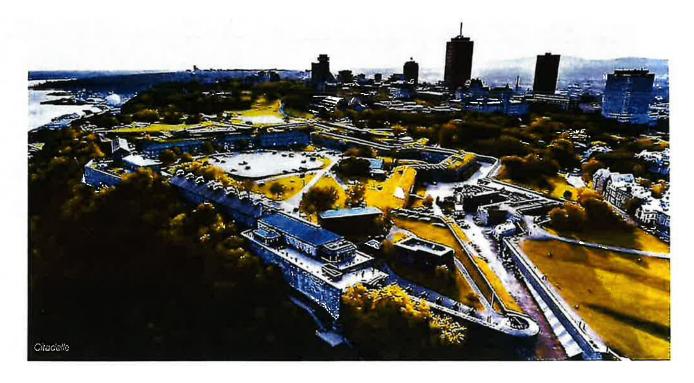
### Day 2 - MONTRÉAL | QUÉBEC CITY

Sunday, 20 Apr 2025

- Have breakfast at your hotel.
- Explore the fabulous world of the **Biôdome** with replicas of four ecosystems found in the Americas comprised of more than 4,500 animals and 500 plant species all under one roof!
- □ Visit the Olympic Park and take the cable car to the top of the Olympic Tower. Rising 575 feet in the air and leaning at a 45° angle, this architectural wonder is the tallest inclined tower in the world.
- □ Roll up your sleeves for a hands-on cooking lesson where you'll learn the basics of traditional Québécois cuisine. Follow the directions carefully as your creation will be your meal.



ITINERARY



- □ Later, board your private bus and depart for Québec City (Approx. 3 hours).
- □ Enjoy a relaxing Ferry Trip across the majestic St. Lawrence river and enjoy a sailor's view of the Château Frontenac.
- Go on a guided walking tour of Old Québec, a UNESCO World Heritage site. Stroll along the picturesque 'Rue Saint-Louis' and admire the town's fortifications.
- □ Enjoy dinner at Côtes à Côtes restaurant.
- Head to the Plains of Abraham for the 'Les Batailles' exhibition. Plunge into the history of the Seven Years' War and relive the siege of Québec and its battles as if you were there, followed by an immersive screening featuring several accounts of the era.
- □ Night accommodation in Québec City.

### Day 3 - QUÉBEC CITY | CÔTE DE BEAUPRÉ

Monday, 21 Apr 2025

- ☐ This morning, head to Manoir Montmorency for breakfast and enjoy a fantastic view of the island 'Île D'Orléans.'
- □ Head to Parc de la Chute-Montmorency, which boasts waterfalls 100 ft higher than Niagara Falls. Climb the 387 steps for some astonishing views.
- Stop at Chez Marie Bakery where you'l learn how breac is made and sample some delicious homemade maple butter.
- Continue to the town of Ste-Anne-de-Beaupré, settled in 1650, and visit its superb Basilica.
- Continue to Ste-Anne-de-Beaupré to visit its superb Catholic basilica set along the St-Lawrence River and considered one of the five national shrines of Canada.
- Visit Canyon Ste-Anne and enjoy the breathtaking view from its 200-ft-high suspension bridge!
- □ Tour a traditional Cabane à sucre (sugar shack) and enjoy an authentic lumberjack meal followed by a session in traditional song and dance led by a local musician.
- Night accommodation in Québec City.



**ITINERARY** 



### Day 4 - QUÉBEC-CITY | USA

Tuesday, 22 Apr 2025

- □ This morning, enjoy traditional croissants and hot chocolate at Le Cochon Dingue.
- □ Start your day partaking In an Improv workshop where you will have the chance to practice your French skills and explore a new side of acting! Supported by experienced improvisers, you will take part in a series of fun challenges, with only your imagination and spontaneity as tools.
- Discover the history of the iconic hotel Fairmont Le Château Frontenac on a guided tour.
- At lunch time, shop with the locals at Marché du Vieux Port. Practice your French as you browse the locally-sourced fruits and vegetables and diverse products made in Québec Province. (at your own expense)
- Say a fond au "revoir "to your Forum Tour Manager and board your private bus back home.



PRICING

### Program cost per person\*

26+ participants \$1297 22 - 25 participants \$1367 18 - 21 participants \$1474

### Payment schedule

June 15 2023

Balance

### Trip Program includes:

- 3 night(s) multiple occupancy (3/4 students per room with private bath) in quality four-star hotels – sharing double beds
- Meals at hotel and local restaurants Breakfast: 3 / Lunch: 1 / Dinner: 3 (includes one beverage and a vegetarian option).
- Cultural & leisure activities as per itlnerary
- Service of a billingual Forum Tour Manager while on tour
- Local guides as listed in the itinerary
- Ground transportation while in Canada
- ✓ Round-trip bus transportation from USA to Canada
- 1 free traveler for every 6 full paying participants based on twin occupancy at the hotel.
- Tips for your Forum Tour Manager and Bus Driver

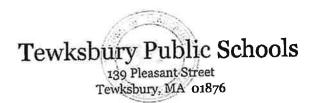
### Trip Program does not include:

- Hotel Rooming Supplements:
  - Twin Room guarantee \$50/traveler/night
  - Single Room guarantee \$100/traveler/night
- Adult Activity Supplement: \$20/traveler/day
- \$50 non-refundable registration fee

Date of quote: May 25, 2023 | Prices are valid until: Jun 15, 2023 | Your Forum Tour Consultant: Alex Meseguer

<sup>\*</sup> All services listed on the proposal are subject to availability. In the event of not being able to book a desired service or supplier, it will be replaced by a similar tiem of equal standard and value.

Item of equal standard and value.
\* Focus is pleased to conclude the "Student Protection Plan" from Travel Insured International for all participants. You may add the optional Cancel For Any Reason (CFAR) upgrade, which allows you to recover 75% of your cancellation fees, provided that the additional cost is paid with or before your final payment for the tirp and cancellation occurs 48 hours or more prior to departure. The base cost for this upgrade is \$30.75. \*CFAR is not available to residents of NY state.



### **MEMORANDUM**

To: Tewksbury School Committee

From: Brenda Theriault-Regan

**Superintendent of Schools** 

**Date:** May 30, 2023

Re: 2023-2024 TMHS Athletics Out-of-State Travel Request

### This Requires a Vote

For the consideration of the School Committee. Please see the following TMHS athletics out-of-state travel request. This requires a vote of the School Committee.

# INTER-OFFICE MEMORANDUM ATHLETIC DEPARTMENT

TO

BRENDA THERIAULT-REGAN

SUPERINTENDENT OF SCHOOLS

FROM:

**RON DROUIN** 

DATE

MAY 31, 2023

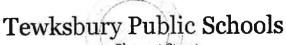
SUBJECT:

I. A. OUT OF STATE TRAVEL REQUEST

SPORT	LOCATION/PURPOSE	DATES
Golf	N.H. Golf Courses/League	Sept./Oct. 2023
Wrestling	N. E. Tournament – TBA	March, 2023
B/G Indoor Track	Staten Island, NY	December 2023
B/G Indoor Track	Hanover, NH.	January 2024
	Dartmouth Relays	
B/G Indoor Track	N.E. Tournament – TBA	March, 2024
B/G Spring Track	N. E. Tournament – TBA	June, 2024
Ice Hockey	Portland, ME	December, 2023
_	Invitational Tournament	
B/G Cross County	NE Tournament – TBA	November, 2023

RD:njo

R:\DROUIN\IOM\out of state travel request 5.31.2023



139 Pleasant Street Tewksbury, MA 01876

### **MEMORANDUM**

**To:** Tewksbury School Committee

From: Brenda Theriault-Regan

**Superintendent of Schools** 

Date: May 25, 2023

Re: 2023-2024 Student Handbook: John Ryan Elementary School

### **This Requires A Roll Call Vote**

For the consideration of the School Committee: Principal Judi McInnes submits the Ryan Elementary School's 2023-2024 Student Handbook for review of the School Committee. This requires Roll Call Vote of the School Committee.

### John F. Ryan School

To: Brenda Regan, Superintendent

From: Judi McInnes, Principal

William Hart, Assistant Principal

Re: Ryan Student Handbook Changes 2023-2024

The following are proposed changes to the John F. Ryan School Student Handbook for the 2023-2024 school year:

### The following will be updated to include:

Approved School/District Calendar

Changes are in red text. Strikethroughs indicate text that will be removed.

Page 1: School year updated throughout the document

Page 2: Handbook contract added with date

Page 7: School Calendar and Chain of Communication links to be updated

Page 9: reword to "consists"

Page 10: Added- Please link to this document in your handbook and use this sentence.

Annual Notification of FERPA Rights

Page 11: update clubs (which vary year to year)

Page 12: Restorative Justice practices

Page 13: Added- Cutting/skipping class without permission

Added- Being in areas of the building without staff permission

Page 13-14: Added- Possession and/or use of water pistols, yo-yos, toys, laser pointers and other items inappropriate for school use (These items will be confiscated and discarded unless a parent picks them up within the next 5 school days. It is the student's responsibility to inform the parent if he/she wishes to have the item returned.)

Page 15: Added-New Suspension Law Update Link

Page 16: Added: No eating or drinking during outdoor recess

Page 17: Changed "5 minutes" to "7-10" minutes

Page 19-20: Changed Dress Code Language to reflect TMHS & WMS policy more closely

Page 24: Removal of "Exempt" language

Page 25: Add Aspen codes "AC" and "A" language

Page 26: Added: Absence Notification process

Page 26: Added- "Unexcused"

Page 27: Changed language to "Supervisor of Attendance and/or School Resource

Officer"

Page 27: Removed extended absences language to align with TMHS & WMS

### John F. Ryan Elementary School



### Student Handbook <del>2022-2023</del> 2023 - 2024

### John F. Ryan Elementary School

135 Pleasant Street
Tewksbury, MA 01876
Phone (978) 640-7880 Main Office
Fax (978) 640-7888
Website www.tewksbury.k12.ma.us

Judi McInnes William Hart Principal: jmcinnes@tewksbury.k12.ma.us

Assistant Principal: whart@tewksbury.k12.ma.us

Please use this email to notify us of your student's absence and include your student's name: ryanattendance@tewksbury.k12.ma.us or call (978) 640-7880

### Tewksbury, MA 01876

### **MEMORANDUM**

To: Tewksbury School Committee

From: Brenda Theriault-Regan

**Superintendent of Schools** 

Date: May 25, 2023

Re: 2023-2024 Student Handbook: John Wynn Middle School

### This Requires A Roll Call Vote

For the consideration of the School Committee: Principal John Weir submits the Wynn Middle School's 2023-2024 Student Handbook for review of the School Committee. This requires Roll Call Vote of the School Committee.

### Tewksbury Public Schools

John W. Wynn Middle School One Griffin Way Tewksbury, MA 01876

John S. Weir, Principal Telephone: (978) 640-7846 Fax: (978) 640-7853 weir@tewksbury.k12.ma.us Victoria L. Cordeiro, Assistant Principal Telephone: (978) 640-7846 Fax: (978) 640-7853 vcordeiro@tewksbury.k12.ma.us

To: Superintendent Regan

From: John Weir, Principal of Wynn Middle School

Date: May 24, 2023

RE: Wynn Handbook Updates

Changes are highlighted yellow with red text, Strikethroughs indicate text that will be removed.

Page 1: School year updated

Page 2: Handbook contract due date updated

Page 6: School year updated

Page 7: School Calendar and Chain of Communication links updated

Page 9: "will be" to "may be" (in two places)

Page 17: Added-New Suspension Law Update Link

Page 17: Added-"Wednesdays" Removed-Section on Friday afternoon detentions

Page 18: Added-"Other remedies include but are not limited to mediation, conflict resolution,

and collaborative problem solving."

Page 19: Changed "5 minutes" to "7-10" minutes

Page 23: Changed Dress Code Language to reflect TMHS policy more closely

Page 27: Removal of "Exempt" and "Non-exempt" language

Page 27: Removal of note requirement

Page 28: Added- "Unexcused"

Page 29: Changed language to "Supervisor of Attendance and/or School Resource Officer"

# John W. Wynn Middle School

"Do the Right Thing"



### Student Handbook 20232 - 20243

### John W. Wynn Middle School

1 Griffin Way
Tewksbury, MA 01876
Phone (978) 640-7846 Main Office
Fax (978) 640-7853
Website www.tewksbury.k12.ma.us

John S. Weir Victoria Cordeiro Principal
Assistant Principal

### **Tewksbury Memorial High School**

To: Brenda Theriault-Regan, Superintendent Gail Johnson, Administrative Assistant

From: Andrew Long, Principal
Michelle Dick, Assistant Principal
Sean O'Leary, Assistant Principal

Date: May 26, 2023

Re: Proposed Changes to the TMHS Student Handbook for 2023-24

The following are proposed changes and/or updates to the <u>TMHS Student Handbook</u> <u>Draft 2023-24</u> school year:

- Identify and correct any unintended typographical errors
- Update Table of Contents (pages 3, 4, 5, & 6)
- Update letter from Principal Andrew Long (page 7)
- Update School/District Calendar (page 10)
- Update section on Renaissance Recognition Program on pages 21-22
- Update section on Attendance Policy on pages 23-27
  - o Aligns TMHS Attendance Policy to the rest of the district
  - Clarifies excused vs. unexcused absences
  - Changed maximum number of unexcused days in a semester course to 9 to maintain proportion of 10% of scheduled days
- Changed the word *suspension* to *school-based discipline* to comply with change in MGL Ch. 71, Sect. 37H3/4 effective November 8, 2022 throughout the handbook and in the Suspension Policy on pages 45, 47-48 and deleted the duplicate MGL Ch. 71, Sect. 37H3/4 effective November 8, 2022 on pages 55-56
- Added language regarding tardiness to class on pages 29-30
- Changed "Student Parking on school property is available" from "a privilege not a right" to the Student Parking Privileges section on page 38
- Added Hanging Parking Tags to the Student Parking Privileges section on page
   39
- Added "school-issued computers" to list of Student Obligations on page 41
- Added Possession of a reasonable facsimile of a weapon in school to Level V infractions on page 48
- Added Annual Notification of FERPA Rights and the related link under the General Information tab on page 58

Para ver este documento em português CLIQUE AQUI

# **Tewksbury Memorial High School**

Student Handbook 2023 - 2024



320 Pleasant Street Tewksbury, MA 01876 Phone (978) 640-7825 Main Office Phone (978) 640-7838 Guidance Website www.tewksbury.k12.ma.us

Andrew J. Long Michelle M. Dick Sean E. O'Leary Principal Assistant Principal Assistant Principal

### **Tewksbury Public Schools**

139 Pleasant Street Tewksbury, MA 01876

### **MEMORANDUM**

To:

**Tewksbury School Committee** 

From: David Libby

**Business Manager** 

Date:

May 25, 2023

Re:

In-District Transportation Contract & Out-of-District Transportation Contract

### This Requires a Roll Call Vote by the Committee

The following is the Regular Yellow Bus and In-District Transportation Contract and bid information and the Out-of-District Transportation Contract and bid information. This requires a Roll Call vote by the Committee.

# **Tewksbury Public Schools**

School Business Manager 139 Pleasant Street Tewksbury, MA 01876

David A. Libby

School Business Manager Phone: 978 640 7816 Fax: 978 640 7808 dlibby@tewksbury.k12.ma.us

May 25, 2023

TO: Tewksbury School Committee

FROM: David Libby - School Business Manager

RE: In-District Transportation Contract

The Tewksbury Public Schools recently solicited proposals for Regular Yellow Bus and In-District Special Education transportation services, to follow our previous contract that is expiring at the end of the 2022-0223 school year. The specifications requested a three-year contract for FY24 through FY26. Bid packages were requested by seven entities. The bid opening was March 25 and was attended by two area vendors, NRT Bus and Tewksbury Transit, Inc. NRT Bus submitted a letter stating they would NOT be submitting a bid, citing limited resources available to support a new

contract. Tewksbury Transit, Inc. submitted the only proposal and the results are tabulated as follows:

FY	2024	RATES			
<u>Vehicle/Trip</u>	#VEH	#TRIPS	Rate		Total
77 Passenger Yellow Bus	24	180	\$ 442.50	\$	1,911,600
Special Education Van	10	180	\$ 350.00	\$	630,000
Late Bus/In Town Shuttle	3	80	\$ 190.00	\$	45,600
Field trip/Athletics 0-25 MILES	1	170	\$ 350.00	\$	59,500
Field trip/Athletics 25-50 MILES	1	40	\$ 450.00	\$	18,000
Field trip/Athletics 50+ MILES	1	5	\$ 800.00	\$	4,000
TOTAL FY 2024				\$	2,668,700
FY	2025	RATES			
Vehicle/Trip	# VEH	#TRIPS	Rate		Total
77 Passenger Yellow Bus	24	180	\$ 470.50	\$	2,032,560
Special Education Van	10	180	\$ 370.00	\$	666,000
Late Bus/In Town Shuttle	3	80	\$ 195.00	\$	46,800
Field trip/Athletics 0-25 MILES	1	170	\$375.00	\$	63,750
Field trip/Athletics 25-50 MILES	1	40	\$ 480.00	\$	19,200
Field trip/Athletics 50+ MILES	1	5	\$ 850.00	\$	4,250
TOTAL FY 2025				\$	2,832,560
FY	2026	<b>RATES</b>			
Vehicle/Trip	#VEH	#TRIPS	Rate		Total
77 Passenger Yellow Bus	24	180	\$ 499.75	\$	2,158,920
Special Education Van	10	180	\$ 395.00	\$	711,000
Late Bus/In Town Shuttle	3	80	\$ 200.00	\$	48,000
Field trip/Athletics 0-25 MILES	1	170	\$ 400.00	\$	68,000
Field trip/Athletics 25-50 MILES	1	40	\$510.00	\$	20,400
Field trip/Athletics 50+ MILES	1	2	\$ 900.00	\$	1,800
TOTAL FY 2026				\$	3,008,120
GRAND TOTAL	3 YE	ARS		\$ :	8,509,380

My recommendation is that the School Committee vote to award the contract to Tewksbury Transit, Inc. for the rates shown as the lowest responsive and responsible bidder in accordance with M.G.L. 30B.

### District Strategy:

The Tewksbury Public Schools community believes that our educational program will encompass current, research-based teaching, learning, and an assessment approach that promotes consistent growth among our students and staff to achieve academic, social, and emotional success for all students.



### SCHOOL PUPIL TRANSPORTATION CONTRACT

This School Pupil Transportation Contract (the "Contract") is made on this 31st day of May, 2023 by and between TEWKSBURY PUBLIC SCHOOL DISTRICT, acting by and through the TEWKSBURY SCHOOL COMMITTEE, with a principal address of 139 Pleasant Street, Tewksbury, MA 01876 (the "District"), and TEWKSBURY TRANSIT, INC., a Massachusetts corporation with a principal place of business located at 555 Whipple Road, Tewksbury, Massachusetts 01876 (the "Contractor").

WHEREAS, the District issued a Solicitation for Proposals for a contractor to provide regular student transportation services and in-District special education student transportation services, inclusive of student transportation relating to field trips, extracurriculars, and athletics; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### I. DESIGNATED REPRESENTATIVES

The District designates David A. Libby, Business Manager, Tewksbury Public School District, 139 Pleasant Street, Tewksbury, Massachusetts 01876, and Contractor designates Nathan Lecrenski, Vice President of Massachusetts Operations, as their respective authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Contract at the addresses stated above, via certified mail, return receipt requested.

### II. CONTRACT DOCUMENTS

The contract documents (the "Contract Documents") shall consist of the following:

- 1. This Contract;
- 2. The District's Invitation to Bid and all attachments, attached hereto as Exhibit A (the "Solicitation"); and
- 3. The Contractor's School Pupil Transportation Bid Proposal and all attachments (the "Proposal"), attached hereto as Exhibit B.

Such Contract Documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the parties hereto.

### III. SCOPE OF SERVICES

Contractor agrees that it will provide regular student transportation services and in-District special education student transportation services, inclusive of student transportation relating to field trips, extracurriculars, and athletics, to the District in accordance with the terms of the Contract Documents of the "Proposal." In the event that the terms of the Solicitation conflict with the terms of the Proposal, the terms of the Solicitation shall control. Contractor agrees that it shall pay for, or cause to be paid for, the cost of any and all labor performed or furnished, all materials used or employed, and all rental or hire of equipment employed in the course of performing the work set forth in this Contract.

### IV. TERM

The term of this Contract shall begin on July l, 2023 and end on June 30, 2026 (the "Term"). There shall be no automatic extension of the Contract term.

### V. PAYMENT FOR SERVICES

- a. In exchange for the Contractor's satisfactory performance of services to be provided hereunder, the District agrees to pay to the Contractor the sums set forth in the Contract Documents (Exhibit B, Bid Proposal), subject at all times to the terms and conditions set forth in the Contract Documents, including but not limited to any rights to deductions, withholdings, or other offsets.
- b. In the event that any unforeseen miscellaneous expense is likely to be incurred by the Contractor for which the Contractor will seek reimbursement or payment from the District, the Contractor must first obtain the District's prior written consent before incurring any such expense, which consent may be withheld in the District's sole discretion.
- c. Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents, and representatives from any and all claims and liability in any way relating to payment under this Contract or anything done in pursuance thereof.
- d. No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by Contractor.

### VI. SUBJECT TO APPROPRIATION

Notwithstanding any provision of the Contract Documents to the contrary, any and all payments which the District is required to make under this Contract shall at all times be subject to appropriation or other availability of funds, as certified by David Libby, School Business Manager. In the event that any source of money to fund the Contract is lost during any year of the Contract

Term, then the District shall have the right to terminate this Contract upon written notice to the Contractor.

### VII. ENFORCEABILITY OF CONTRACT

This Contract is and shall be binding upon and enforceable against the District upon its (1) execution by the Tewksbury School Committee, (2) endorsement by the School Business Manager as to appropriation or availability of funds, and (3) endorsement as to form by the District Counsel. This Contract is and shall be binding upon and enforceable against the Contractor upon its execution by the Contractor's authorized representative.

### VIII. INDEMNIFICATION

The Contractor shall compensate the District for any and all damage to the District's property of any nature arising out of Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and the District's officers, employees, boards, commissions, committees, agents, and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents, and representatives and assigns or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, state, or local statute, by-law, rule, regulation, order, or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, legal costs, collections fees, and reasonable attorneys' fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

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

### IX. INSURANCE

The Contractor shall provide insurance that satisfies the categories, amounts, and other requirements specified in the Contract Documents. Each certificate and policy of insurance

required by this Contract shall contain a cancellation provision as indicated below with no variations.

"No cancellation of or change or revision in the insurance by the Insurer or the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Superintendent, Tewksbury Public School District, 139 Pleasant Street, Tewksbury, MA 01876, at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt - or - if the insurance is canceled, the contract is null and void."

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

No insurance shall be obtained from an insurer which:

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

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall give the District the right to terminate this Contract immediately upon giving written notice to Contractor.

#### X. ASSIGNMENT

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

### XI. PREVAILING STATUTORY AUTHORITY & VENUE

The validity, interpretation, and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law principles. Any litigation arising out of or in any way relating to this Contract shall be heard in any court of competent jurisdiction located in Middlesex County, Massachusetts.

### XII. BREACH OF CONTRACT & REMEDIES THEREFOR

In the event that either of the parties hereto breaches this Contract, then the District or the Contractor, as the case may be, shall have the right to pursue any and all remedies available to them either at law and/or as set forth in the Contract Documents. Contractor staffing shortages, inclusive of but not limited to any Contractor staffing shortages that may be caused or impacted by COVID-19, shall not constitute good or sufficient reason for the Contractor to be excused from contractual liability under the Contract Documents.

### XIII. NOTICE

Except as otherwise provided herein, all notices required or permitted to be given hereunder, inclusive of those which pertain to the restructuring or terminating this contract, shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following addresses or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the District: Superintendent of Schools

Tewksbury Public Schools

139 Pleasant Street Tewksbury, MA 01876

With Copies to: Michael Long, Esq.

Long, DiPietro, and Gonzalez, LLP

175 Derby Street, Unit 17 Hingham, MA 02043

If to the Contractor: Nathan Lecrenski, VP of MA Operations

Tewksbury Transit, Inc. 555 Whipple Road Tewksbury, MA 01876

### XIV. TERMINATION

In addition to any right to terminate this Contract as set forth herein, and notwithstanding any other provision of this Contract to the contrary, the District may terminate this Contract for any reason or for no reason whatsoever upon providing thirty (30) days prior written notice to the Contractor.

### XV. MISCELLANEOUS

- a. This Contract shall be binding upon the District and the Contractor, their respective heirs, executors, administrators, successors, or assigns.
- b. If any provision of this Contract shall be determined to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

- c. This Contract may be amended only by a written instrument signed by all of the parties bereto
- d. The Contractor shall comply with all provisions of law applicable to the Contractor's work, including without limitation statutes, by-laws, rules, regulations, orders, and directives. This Contract shall be considered to include in its entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.
- e. No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or ratification by the District of any breach hereof by the Contractor.
- f. The Contractor shall provide services under this Contract as an independent contractor for the District, and neither the Contractor nor any of its employees shall be deemed employees of the District, nor shall they be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension, or deferred compensation.
- g. The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and other drugs or mood altering substances, except for current, valid, legal prescriptions used only in accordance with medical provider direction, and not compromising driving abilities or otherwise compromising safety, by any officer, employee, agent, or representative of the Contractor is prohibited on the District property which is the subject matter of this Contract, when transporting any persons under this Contract, and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.
- h. Pursuant to M.G.L. c. 270, §22 (the Commonwealth of Massachusetts Smokefree Workplace Law), the Contractor, its officers, employees, agents, and representatives shall refrain from smoking, from vaping, and from using tobacco products in any public building in the District. The Contractor, its officers, employees, agents, and representatives shall refrain from smoking, from vaping, and from using tobacco products on any transportation vehicle operating under this Contract while transporting any persons under this Contract, and during all hours of work under this Contract. The provisions set forth in this paragraph include, without limitation, cigarettes, cigarillos, cigars, pipes, chewing tobacco, ecigarettes, and all forms of vaping devices.
- i. Pursuant to M.G.L c. 71, §38R and 42 U.S.C. § 16962, each employee of the Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening, each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as

well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee, agent, or representative of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.

- j. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this Contract.
- k. The Contractor shall maintain the confidentiality of any and all information provided by the District to the Contractor, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- 1. The Contractor shall not represent or purport to represent that it speaks for the District visa-vis the media or the public at-large without the District's express prior written consent.
- m. Prior to commencing performance under this Contract, the Contractor shall furnish the District, in writing, the names, addresses. and telephone numbers of not fewer than two (2) principal employees of the Contractor who are to be contacted in the event of an after-hours emergency.
- n. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- o. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c. 62C, Section 49A(b), that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- p. The Contractor understands that M.G.L. c. 268A (the Massachusetts Conflict of Interest Law) applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors, and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- q. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment, hiring, rates of pay or other forms of compensation, terms, conditions or privileges of employment, employment upgrading, transfer, demotion, layoff, and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual

- orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- r. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- s. Each and every provision of applicable law which is required to be set forth herein shall be deemed to be incorporated herein, and this Contract shall be interpreted and enforced as though each such provision was fully set forth herein. If, for any reason, any provision required to be set forth in this Contract by applicable law is not so set forth, or is incorrectly set forth, then, upon application of either party, this Contract shall promptly be amended by the parties hereto to incorporate any such required provision.
- t. The Contractor shall, at all times during the Term of this Contract, maintain any and all federal, state. and/or local licenses and permits which may be required with respect to the business in which the Contractor is engaged.
- u. To the extent that any of the terms of this Contract conflict with any of the terms of the other Contract Documents, the terms of this Contract shall control.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, and with proper authority, the District and the Contractor have executed or caused to be executed this Contract by their duly authorized officials in multiple counterparts, each of which shall be deemed an original on the date first above written. One counterpart each has been delivered to the District, the Contractor, the District Counsel, and the School Business Manager.

TEWKSBURY PUBLIC SCHOOLS	TEWKSBURY TRANSIT, INC.	
David Libby	Signature	
School Business Manager		
Tewksbury Public Schools	P. 1. 137	
	Printed Name	
By: The Tewksbury School Committee		
by. The Townson's Sensor Comments	Printed Title	
Duidnet Comphedian Chair		
Bridget Garabedian, Chair		
Kayla Biagioni-Smith, Vice-Chair		
Kaitlyn Anderson, Clerk		
Nicholas Parsons, Member		
1110110120 1 0100110, 1111-11-1-1		
Richard Russo, Jr., Member		

# **Tewksbury Public Schools**

School Business Manager 139 Pleasant Street Tewksbury, MA 01876

David A. Libby

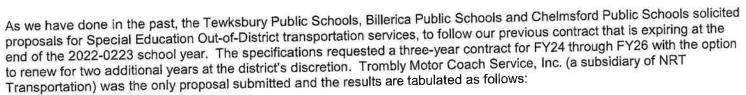
School Business Manager Phone: 978 640 7816 Fax: 978 640 7808 dlibby@tewksbury.k12.ma.us

May 25, 2023

TO: Tewksbury School Committee

FROM: David Libby - School Business Manager

RE: Out of District Transportation Contract



#### Cost Proposal A

### 2023/2024 - 2028/2029 School Year & Summer Transportation Rates:

	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
Vans & Wheel	\$268.00	\$349.00	\$366.00	\$384.00	\$403.00
Mini Buses	\$330.00	\$430.00	\$451.00	\$474.00	\$497.00
	\$60.00/HR	\$63.00/HR	\$68.00/HR	\$74.00/HR	\$80.00/HR
R.N. L.P.N.	\$50.00/HR	\$53.00/HR	\$58.00/HR	\$64.00/HR	\$70.00/HR
E.M.T.	\$40.00/HR	\$43.00/HR	\$48.00/HR	\$54.00/HR	\$60.00/HR

### Cost Proposal B

### 2023/2024 - 2028/2029 School Year & Summer Transportation Rates:

2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
\$320.00	\$336.00	\$353.00	\$371.00	\$389.00
6205 DO	\$415.00	\$435.00	\$457.00	\$480.00
		\$68.00/HR	\$74.00/HR	\$80.00/HR
			\$64.00/HR	\$70.00/HR
			\$54.00/HR	\$60.00/HR
	\$395.00 \$60.00/HR \$50.00/HR	\$320.00 \$336.00 \$395.00 \$415.00 \$60.00/HR \$63.00/HR \$50.00/HR \$53.00/HR	\$320.00 \$336.00 \$353.00 \$395.00 \$415.00 \$435.00 \$60.00/HR \$63.00/HR \$68.00/HR	\$320.00 \$336.00 \$353.00 \$371.00 \$395.00 \$415.00 \$435.00 \$457.00 \$60.00/HR \$63.00/HR \$68.00/HR \$74.00/HR \$50.00/HR \$53.00/HR \$58.00/HR \$64.00/HR

For both costs proposals, all above prices include up to 18 monitors. Any additional monitors will be charged at the following daily rates:

	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
Adamies deles	\$125.00	\$132.00	\$139.00	\$145.00	\$155.00
Monitor/day	\$123.00	7132.00	1.		

After analyzing the two proposals, with the five-year costs being the same, all three communities have decided to proceed with Proposal A, as this proposal's lower cost in FY24 better fits into already established FY24 budgets. As such, my recommendation is that the School Committee vote to award the contract to Trombly Motor Coach, Inc. (NRT) for the rates shown in cost proposal A as the lowest responsive and responsible bidder in accordance with M.G.L. 30B.

District Strategy:

The Tewksbury Public Schools community believes that our educational program will encompass current, research-based teaching, learning, and an assessment approach that promotes consistent growth among our students and staff to achieve academic, social, and emotional success for all students.



## OUT-OF-DISTRICT SPECIAL EDUCATION STUDENT TRANSPORTATION CONTRACT

This Out-of-District Special Education Student Transportation Contract (the "Contract") is made on this 31st day of May, 2023 by and between TEWKSBURY PUBLIC SCHOOL DISTRICT, acting by and through the TEWKSBURY SCHOOL COMMITTEE, with a principal address of 139 Pleasant Street, Tewksbury, MA 01876 (the "District"), and TROMBLY MOTOR COACH SERVICE, INC., a Massachusetts corporation with a principal place of business located at 1480 Broadway Road (Rear), P.O. Box 190, Dracut, MA 01826 (the "Contractor").

WHEREAS, the District issued a Solicitation for Proposals for a contractor to provide outof-district special education student transportation services; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### I. DESIGNATED REPRESENTATIVES

The District designates David A. Libby, Business Manager, Tewksbury Public School District, 139 Pleasant Street, Tewksbury, Massachusetts 01876, and Contractor designates Kim Presutti, Vice President of Commercial Development, as their respective authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Contract at the addresses stated above, via certified mail, return receipt requested.

### II. CONTRACT DOCUMENTS

The contract documents (the "Contract Documents") shall consist of the following:

- 1. This Contract;
- 2. The District's Invitation for Bid and all attachments, attached hereto as Exhibit A (the "Solicitation"); and
- 3. Contractor's Out-of-District School Bus Transportation Bid Proposal "Option A" and all attachments (the "Proposal"), attached hereto as Exhibit B.

Such Contract Documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the parties hereto.

### III. SCOPE OF SERVICES

Contractor agrees that it will provide out-of-district special education student transportation services to the District in accordance with the terms of the Contract Documents of the "Proposal." In the event that the terms of the Solicitation conflict with the terms of the Proposal, the terms of the Solicitation shall control. Contractor agrees that it shall pay for, or cause to be paid for, the cost of any and all labor performed or furnished, all materials used or employed, and all rental or hire of equipment employed in the course of performing the work set forth in this Contract.

The Contractor shall furnish transportation for special education students as designated by the Tewksbury Public Schools, which shall include the furnishing of all equipment and services necessary and required for such transportation. The Contractor's services shall not be deemed rendered when a student is not transported to or from school due to the action or inaction of the Contractor, or due to such circumstances as otherwise provided for or contemplated in the Contract Documents.

#### IV. TERM

The term of this Contract shall begin on July l, 2023 and end on June 30, 2026 (the "Term"). If permitted by applicable law, the District shall have the right, but not the obligation, in its sole discretion, to extend the Term of this Contract for one (1) year periods up to a maximum of two (2) additional years, from July 1, 2026 to June 30, 2027, and from July l, 2027 to June 30, 2028, respectively, by providing written notice to Contractor of its intention to extend the Term not later than March 1, 2026 and March 1, 2027, respectively. There shall be no automatic extension of the Contract term.

### V. PAYMENT FOR SERVICES

- a. In exchange for the Contractor's satisfactory performance of services to be provided hereunder, the District agrees to pay to the Contractor the sums set forth in the Contract Documents (Exhibit B, Bid Proposal "Option A"), subject at all times to the terms and conditions set forth in the Contract Documents, including but not limited to any rights to deductions, withholdings, or other offsets.
- b. In the event that any unforeseen miscellaneous expense is likely to be incurred by the Contractor for which the Contractor will seek reimbursement or payment from the District, the Contractor must first obtain the District's prior written consent before incurring any such expense, which consent may be withheld in the District's sole discretion.
- c. Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents, and representatives from any and all

claims and liability in any way relating to payment under this Contract or anything done in pursuance thereof.

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

#### VI. SUBJECT TO APPROPRIATION

Notwithstanding any provision of the Contract Documents to the contrary, any and all payments which the District is required to make under this Contract shall at all times be subject to appropriation or other availability of funds, as certified by David Libby, School Business Manager. In the event that any source of money to fund the Contract is lost during any year of the Contract Term, then the District shall have the right to terminate this Contract upon written notice to the Contractor.

### VII. ENFORCEABILITY OF CONTRACT

This Contract is and shall be binding upon and enforceable against the District upon its (1) execution by the Tewksbury School Committee, (2) endorsement by the School Business Manager as to appropriation or availability of funds, and (3) endorsement as to form by the District Counsel. This Contract is and shall be binding upon and enforceable against the Contractor upon its execution by the Contractor's authorized representative.

### VIII. INDEMNIFICATION

The Contractor shall compensate the District for any and all damage to the District's property of any nature arising out of Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and the District's officers, employees, boards, commissions, committees, agents, and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents, and representatives and assigns or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, state, or local statute, by-law, rule, regulation, order, or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, legal costs, collections fees, and reasonable attorneys' fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

Neither the District nor any of its officers, employees, boards, committees, commissions, agents, and representatives shall be under any personal obligation or shall incur any personal liability by

reason of this Contract, the execution thereof, or anything relating thereto, which arises out of the violation of any provision of this Contract, or the violation of any federal, state, or local statute, by-law, rule, regulation, order, or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract. The Contractor hereby indemnifies and agrees to hold harmless the District against any liability including all claims for bodily injury or property damage that may arise out of the Contractor's performance of its obligations under this Contract by itself or a subcontractor, officer, agent, or employee.

#### IX. INSURANCE

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

"No cancellation of or change or revision in the insurance by the Insurer or the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Superintendent, Tewksbury Public School District, 139 Pleasant Street, Tewksbury, MA 01876, at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt - or - if the insurance is canceled, the contract is null and void."

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

No insurance shall be obtained from an insurer which:

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

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall give the District the right to terminate this Contract immediately upon giving written notice to Contractor.

### X. ASSIGNMENT

The Contractor shall not delegate, assign, or transfer its duties or interest in this Contract without the express prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion. If any such delegation, assignment, or transfer is approved by the District, this Contract shall be binding upon the Contractor's assigns, transferees, and/or successors

in interest. Without limitation, money that may become due and money that is due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

### XI. PREVAILING STATUTORY AUTHORITY & VENUE

The validity, interpretation, and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law principles. Any litigation arising out of or in any way relating to this Contract shall be heard in any court of competent jurisdiction located in Middlesex County, Massachusetts.

### XII. BREACH OF CONTRACT & REMEDIES THEREFOR

In the event that either of the parties hereto breaches this Contract, then the District or the Contractor, as the case may be, shall have the right to pursue any and all remedies available to them either at law and/or as set forth in the Contract Documents. Contractor staffing shortages, inclusive of but not limited to any Contractor staffing shortages that may be caused or impacted by COVID-19, shall not constitute good or sufficient reason for the Contractor to be excused from contractual liability under the Contract Documents.

#### XIII. NOTICE

Except as otherwise provided herein, all notices required or permitted to be given hereunder, inclusive of those which pertain to the restructuring or terminating this contract, shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following addresses or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the District:

Superintendent of Schools

Tewksbury Public Schools

139 Pleasant Street Tewksbury, MA 01876

With Copies to:

Michael Long, Esq.

Long, DiPietro, and Gonzalez, LLP

175 Derby Street, Unit 17 Hingham, MA 02043

If to the Contractor:

Kim Presutti, VP of Commercial Dev.

Trombly Motor Coach Service, Inc.

1480 Broadway Road (Rear), P.O. Box 190

Dracut, MA 01826

#### XIV. TERMINATION

In addition to any right to terminate this Contract as set forth herein, and notwithstanding any other provision of this Contract to the contrary, the District may terminate this Contract for any reason or for no reason whatsoever upon providing thirty (30) days prior written notice to the Contractor.

#### XV. MISCELLANEOUS

- a. This Contract shall be binding upon the District and the Contractor, their respective heirs, executors, administrators, successors, or assigns.
- b. If any provision of this Contract shall be determined to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.
- c. This Contract may be amended only by a written instrument signed by all of the parties hereto.
- d. The Contractor shall comply with all provisions of law applicable to the Contractor's work, including without limitation statutes, by-laws, rules, regulations, orders. and directives. This Contract shall be considered to include in its entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.
- e. No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or ratification by the District of any breach hereof by the Contractor.
- f. The Contractor shall provide services under this Contract as an independent contractor for the District, and neither the Contractor nor any of its employees shall be deemed employees of the District, nor shall they be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension, or deferred compensation.
- g. The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and other drugs or mood altering substances, except for current, valid, legal prescriptions used only in accordance with medical provider direction, and not compromising driving abilities or otherwise compromising safety, by any officer, employee, agent, or representative of the Contractor is prohibited on the District property which is the subject matter of this Contract, when transporting any persons under this Contract, and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

- h. Pursuant to M.G.L. c. 270, §22 (the Commonwealth of Massachusetts Smokefree Workplace Law), the Contractor, its officers, employees, agents, and representatives shall refrain from smoking, from vaping, and from using tobacco products in any public building in the District. The Contractor, its officers, employees, agents, and representatives shall refrain from smoking, from vaping, and from using tobacco products on any transportation vehicle operating under this Contract while transporting any persons under this Contract, and during all hours of work under this Contract. The provisions set forth in this paragraph include, without limitation, cigarettes, cigarillos, cigars, pipes, chewing tobacco, ecigarettes, and all forms of vaping devices.
- i. Pursuant to M.G.L c. 71, §38R and 42 U.S.C. § 16962, each employee of the Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening, each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee, agent, or representative of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.
- j. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this Contract.
- k. The Contractor shall maintain the confidentiality of any and all information provided by the District to the Contractor, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- 1. The Contractor shall not represent or purport to represent that it speaks for the District visa-vis the media or the public at-large without the District's express prior written consent.
- m. Prior to commencing performance under this Contract, the Contractor shall furnish the District, in writing, the names, addresses. and telephone numbers of not fewer than two (2) principal employees of the Contractor who are to be contacted in the event of an after-hours emergency.
- n. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- o. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c. 62C, Section 49A(b), that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- p. The Contractor understands that M.G.L. c. 268A (the Massachusetts Conflict of Interest Law) applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors, and

- affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- q. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment, hiring, rates of pay or other forms of compensation, terms, conditions or privileges of employment, employment upgrading, transfer, demotion, layoff, and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- r. The Contractor is aware that certain students may require accommodations, and will work collaboratively with the District to address a student's specific needs and/or to address student behaviors, which in some cases may be related to a disability.
- s. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- t. Each and every provision of applicable law which is required to be set forth herein shall be deemed to be incorporated herein, and this Contract shall be interpreted and enforced as though each such provision was fully set forth herein. If, for any reason, any provision required to be set forth in this Contract by applicable law is not so set forth, or is incorrectly set forth, then, upon application of either party, this Contract shall promptly be amended by the parties hereto to incorporate any such required provision.
- u. The Contractor shall, at all times during the Term of this Contract, maintain any and all federal, state. and/or local licenses and permits which may be required with respect to the business in which the Contractor is engaged.
- v. Routes may be combined with students from other school districts, as provided for or contemplated in Contract Documents, or with prior, written approval of the Tewksbury Superintendent of Schools or designee; Route costs may require related reapportionment in accordance with the terms set forth in the Contract Documents.
- w. To the extent that any of the terms of this Contract conflict with any of the terms of the other Contract Documents, the terms of this Contract shall control.

### SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, and with proper authority, the District and the Contractor have executed or caused to be executed this Contract by their duly authorized officials in multiple counterparts, each of which shall be deemed an original on the date first above written. One counterpart each has been delivered to the District, the Contractor, the District Counsel, and the School Business Manager.

TEWKSBURY PUBLIC SCHOOLS	TROMBLY MOTOR COACH SERVICE INC.
David Libby School Business Manager	Signature
Tewksbury Public Schools	Printed Name
By: The Tewksbury School Committee	Printed Title
Bridget Garabedian, Chair	
Kayla Biagioni-Smith, Vice-Chair	
Kaitlyn Anderson, Clerk	
Nicholas Parsons, Member	
Richard Russo, Jr., Member	