SETTLEMENT OFFER OF THE SHELTON BOARD OF EDUCATION

In full and final settlement of City of Shelton ("the City") v. Shelton Board of Education (the "Board"), Connecticut Superior Court Docket No. AAN-CV18-6028800-S, the Parties agree as follows:

1. The Board will utilize Durham School Services LP ("Durham") for the provision of transportation services under applicable state and federal law for the 2018-2019 school year, subject to resolution of the final price that Durham will charge the Board. The parties shall share any additional cost of a one-year contract with Durham on a 50% basis, up to a maximum of $150,000. All additional costs greater than $150,000 shall be borne by the Board.

2. The City shall lease the City-owned buses to whomever provides school transportation services for one dollar ($1) for the 2018-2019 school year.

3. The City shall permit whomever provides school transportation services between July 1, 2018 and June 30, 2019, to utilize the City’s bus storage and repair facility under the same terms as permitted to the Board’s prior provider of transportation services for the 2017-2018 school year.

4. The City shall hold the Board harmless for any and all claims of damages made by Durham concerning the contract signed by the Board Chairman with Durham on May 26, 2018, regardless of which party Durham makes such claims against. Payments to Durham by the City shall not in any way prejudice the Board’s budget for the 2019-2020 school year, provided that the Board of Education shall exercise the 90 day notice of termination clause in its contract with Durham, effective July 1, 2019, on or before July 15, 2018.

5. The Board and City shall enter into a three-year Agreement for the provision of transportation services for the Board by the City, from July 1, 2019 to June 30, 2022. The Agreement shall require the following:

   a. The City will adhere to all terms and aspects of Bid #38-39 as opened on December 21, 2017. See Attachment A.

   b. The City shall charge no more for transportation services in each year of the July 1, 2019 to June 30, 2022 Agreement than $3,150,000, and shall hold the Board harmless for any costs incurred by the City in the provision of transportation services to the Board in excess of those amounts.

6. If the City determines that it is unable to perform the transportation services required by the Board for the 2019-2022 school years, the Board shall put the transportation services out to bid. The City agrees to hold the Board harmless for any cost difference between the selected new transportation service provider’s bid and the bid submitted by Durham under Bid #38-39 as of December 21, 2017, with the use of the City’s buses through the end of the 2021-2022 school year.
7. If the Board and Durham are unable to reach an agreement on the price of a one-year contract, the Board shall exercise its right to terminate the agreement in 90 days immediately, and shall put the transportation services for the then remaining portion of the 2018-2019 school year out to bid. The City may bid to become the provider for the remainder of the 2018-2019 school year, under the same terms as any other bidder. If the City chooses to submit a bid to be the provider for the remainder of the 2018-2019 school year, the City's bid shall receive the same consideration as any other bid.

8. The City shall withdraw Case Number AAN-CV18-6028800-S. The City shall file no claim against the Board for any actions taken by the Board or its agents in securing transportation services prior to the date of this Agreement for the period commencing July 1, 2018, unless the Board brings an action concerning the City's conduct regarding the same matter. This specifically excludes breach of this agreement.

Hon. Mark A. Lauretti, Mayor, City of Shelton  
7. 9. 18  
Date

Christopher Clouet, Ed.D., Superintendent  
Shelton Public Schools  
07. 05. 18  
Date