

————— **SOUTH BURLINGTON SCHOOL DISTRICT** —————

**Business Office**  
**550 Dorset Street**  
**South Burlington, Vermont 05403**  
**Tel: (802) 652-7055 Fax (802) 652-7013**

**TO:** David Young, Superintendent of Schools  
Board of School Directors

**FROM:** Gary Marckres, Director of Operations and Financial Management

**SUBJECT:** Request Approval of Changes to Agreement of Charges for School Facility Use

**DATE:** March 12, 2019

**OVERVIEW:**

Our Agreement of Charges has remained unchanged for many years. We propose the attached simplified category structure and a minor rate increase. This change should reduce ambiguity and improve efficiency in our facilities use program.

**RECOMMENDATION**

We recommend approval and will continue to work with groups to provide justifiable accommodations at reduced rates on a case by case basis.

**CURRENT**

**AGREEMENT OF CHARGES FOR USE OF SCHOOL FACILITIES**

**CATEGORIES OF USERS (Fees are determined by category):**

1. a. South Burlington School or City Government Group.  
b. All School/City/State Civic Organizations that Service the Needs of South Burlington Children.
2. All Non-Profit groups of the City of South Burlington.
3. All Non-Profit Groups not a part of the City of South Burlington.
4. All For-Profit Groups.

**INSIDE FACILITY USE FEES (Rooms):**

<u>Day of Week/Room</u>	<u>Category of Users/Fees</u>			
<b>Monday – Friday</b>	<b>*1a &amp; 1b</b>	<b>II</b>	<b>III</b>	<b>IV</b>
• Classroom	Actual Cost	\$20	\$25	\$30
• Multi-purpose/Multimedia/ Conference Rooms/Library	Actual Cost	\$30	\$35	\$40
• Auditorium/Gym/Cafeteria	Actual Cost	\$35	\$40	\$45
<b>Saturday</b>				
• Classroom	Actual Cost	\$30	\$35	\$40(3hr min)
• Multipurpose/Multimedia Conference Rooms/Library	Actual Cost	\$40	\$45	\$50(3hr min)
• Auditorium/Gym/Cafeteria	Actual Cost	\$45	\$50	\$55
<b>Sunday/Holiday</b>				
• Classroom	Actual Cost	\$40	\$50	\$60(3hr min)
• Multipurpose/Multimedia Conference Rooms/Library	Actual Cost	\$50	\$60	\$50(3hr min)
• Auditorium/Gym/Cafeteria	Actual Cost	\$55	\$65	\$75(3hr min)

\*Actual Cost only applies if a custodian is required to work overtime to cover an event scheduled outside of their normal work hours. The fees per custodian are Friday \$20/hr., Saturday and Sunday/Holidays \$30/hr.

**OUTSIDE FACILITY USE (Turf Field, Fields, and Parking Lot):**

<b>Parking Lot Only:</b>	\$100/day
<b>Munson Field (Synthetic Turf Field):</b>	\$170/hr. plus additional fees for field setup: Soccer Goals/Nets; Field Hockey Goals; Lacrosse Goals, Football Markers and Goal Post Pads
<b>Lights for Munson Field</b>	\$55/hr.
<b>Iverson Track Only</b>	\$40/hr.
<b>Baseball/Softball Fields</b>	\$50/hr.
<b>Soccer/Lacrosse Fields</b>	\$40/hr.
<b>Football Field</b>	\$40/hr.
<b>Event Manager (Games)</b>	Actual Cost

**OTHER CHARGES (Add to Fees for Inside and Outside Use):**

**Kitchen Use:** \$25.00/hr. per employee for all categories.

**Audio-Visual Support:** \$50/hr.

**AV Equipment Fees:**

Auditorium Projection System	\$85/day
Overhead Projector	\$10.00/day
TV/VCR/DVD Player	\$15.00/day
One Microphone w/ Stand of Podium (Auditorium Use)	\$15.00 ea. /day
Screens – Projection (NC if in classroom)	\$20/day
LCD Projector	\$25/day
Multi Media Cart w/ a Laptop, LCD Proj. & Speakers	\$65/day
Sound System (5 microphones w/ speakers and amp)	\$150/day (includes setup)

**DESCRIPTION OF CHARGES:**

- There is no charge for the use of school facilities by any group in Category I (a) or (b), except for the hours custodial staff is not regularly scheduled to work.
- Groups in Category II, III, and IV will be charged at the hourly rate. Charges for events occurring for more than one day may be negotiated with the Business Office.
- Charges shown are the hourly rate and include the service of one custodian only. Facility Coordinator or Administration will recommend assignment of more than one custodian when they believe such assignment is warranted due to circumstances such as a size of the group. Custodians in excess of one will be charged at 80% of the hourly rate times the number of extra custodians for each hour of such assignment.
- Use in excess of the three hour minimum will be charged at the hourly rate; any fraction of an hour will be considered as one hour for billing purposes. Multi-use of rooms will be billed on the basis of the full charge for the largest facility used plus 20% of the hourly rate times the number of hours for each additional space.
- Any event whose payment is past due over 30 days, will not be allowed to use the facilities until payment is made in full or a payment plan is approved by the Office of Operation and Finance.
- If your group plans to use the equipment in a school kitchen, a food service employee needs to be present to oversee the operation for safety and liability reasons. They will be assigned by the Director of Food Services and paid by the hour with their cost factored into your billing. If a group plans to use any AV equipment in the High School Auditorium an Audio-Visual Technician needs to be present.
- If you need to cancel, you must cancel 24 hours in advance to avoid charges.
- A custodian is required to be in the building for all events.
- The following additional charges may apply:
  - ✓ Traffic Control: Additional at cost when required.
  - ✓ Security Services: Additional at cost when required.
  - ✓ Any additional expense incurred by the school in preparing for or after a function will be billed at cost.
  - ✓ Kitchen - Use of Equipment: A fee may be assessed for any loss, damage or consumable use by your group.
  - ✓ Audio-Visual Support Services — Use of Equipment: A fee may be assessed for any loss, damage or consumable use by your group.
  - ✓ Event Manager: Will be provided to coordinate games held on the fields. A fee may be assessed.
- Parking: Guaranteed parking cannot be provided although efforts will be made to restrict conflict demands for facility use.

Fields are scheduled for use at the discretion of the Facility Scheduling Coordinator in consultation with the Athletic Department. Fields may be deemed unplayable due to weather conditions and/or field conditions. If unplayable, no fee will be charged that day and every attempt will be made to offer a rescheduled date. All requests for fields should make a minimum of two weeks prior to first scheduled date. Leagues should submit requests and proposed schedule well in advance of first session. Field use may be revoked at any time by Director of Operations, Athletic Department, Event Manager, or police officer for violations.

# AGREEMENT OF CHARGES FOR USE OF SCHOOL FACILITIES

## CATEGORIES OF USERS (Fees are determined by category):

**PROPOSED**

1. All Non-Profit Groups
2. All For-Profit Groups.

A Certificate of Insurance or Tulip Insurance, listing the specific school as the policy holder, is required before a final approval can be made on your request.

## INSIDE FACILITY USE FEES (Rooms):

<u>Weekday</u>	<u>Non-Profit Group</u>	<u>For-Profit Group</u>
Classroom	\$20/hr	\$35/hr
All Other Rooms (Auditorium, Multi-purpose Rm, Library, Cafeteria, Gym)	\$35/hr	\$50/hr

<u>Weekend</u>	<u>Non-Profit Group</u>	<u>For-Profit Group</u>
Classroom	\$30/hr	\$45/hr
All Other Rooms (Auditorium, Multi-purpose Rm, Library, Cafeteria, Gym)	\$45/hr	\$60/hr

## OUTSIDE FACILITY USE (Turf Field/Track, Fields, and Parking Lot):

	<u>Non-Profit Group</u>	<u>For-Profit Group</u>
<b>Parking Lot Only:</b>	\$100/day	\$200/day
<b>Munson Turf Field/Track:</b>	\$75/hour	\$150/hour
<b>Lights for Munson Field</b>	\$50/hr	\$50/hr
<b>Fields</b>	\$25/hr	\$50/hr
<b>Event Manager (Games)</b>	\$30/hr	\$30/hr

## OTHER CHARGES (Add to Fees for Inside and Outside Use):

**Kitchen Use:** \$25.00/hr. per employee for all categories.

**Audio-Visual Support:** \$50/hr.

### AV Equipment Fees:

Auditorium Projection System	\$115/day
One Microphone w/ Stand of Podium (Auditorium Use)	\$15.00 ea. /day
Screens – Projection (NC if in classroom)	\$20/day
LCD Projector	\$50/day
Sound System (5 microphones w/ speakers and amp)	\$150/day (includes setup)

## **DESCRIPTION OF CHARGES:**

- Charges shown are the hourly rate and include the service of one custodian only. Facility Coordinator or Administration will recommend assignment of more than one custodian when they believe such assignment is warranted due to circumstances such as a size of the group. Custodians in excess of one will be charged at 80% of the hourly rate times the number of extra custodians for each hour of such assignment.
- Multi-use of rooms will be billed on the basis of the full charge plus 20% of the hourly rate times the number of hours for each additional space.
- Any event whose payment is past due over 30 days, will not be allowed to use the facilities until payment is made in full or a payment plan is approved by the Office of Operation and Finance.
- If your group plans to use the equipment in a school kitchen, a food service employee needs to be present to oversee the operation for safety and liability reasons. They will be assigned by the Director of Food Services and paid by the hour with their cost factored into your billing. If a group plans to use any AV equipment in the High School Auditorium an Audio-Visual Technician needs to be present.
- The following additional charges may apply:
  - ✓ Traffic Control: Additional at cost when required.
  - ✓ Security Services: Additional at cost when required.
  - ✓ Any additional expense incurred by the school in preparing for or after a function will be billed at cost.
  - ✓ Kitchen - Use of Equipment: A fee may be assessed for any loss, damage or consumable use by your group.
  - ✓ Audio-Visual Support Services — Use of Equipment: A fee may be assessed for any loss, damage or consumable use by your group.
  - ✓ Event Manager: Will be provided to coordinate games held on the fields.
- Parking: Guaranteed parking cannot be provided although efforts will be made to restrict conflict demands for facility use.
- Fields are scheduled for use at the discretion of the Facility Scheduling Coordinator in consultation with the Athletic Department. Fields may be deemed unplayable due to weather conditions and/or field conditions. If unplayable, no fee will be charged that day and every attempt will be made to offer a rescheduled date. All requests for fields should make a minimum of two weeks prior to first scheduled date. Leagues should submit requests and proposed schedule well in advance of first session. Field use may be revoked at any time by Director of Operations, Athletic Department, Event Manager, or police officer for violations.

## **EDUCATION RECORDS**

### **POLICY**

The South Burlington School District recognizes the importance of keeping accurate and appropriate education records<sup>1</sup> for students as part of a sound educational program and is committed to act as trustee of this information, maintaining these records for educational purposes to serve the best interests of its students.

The principles of accuracy and confidentiality underlie all policies and procedures for the collection, maintenance, disclosure and destruction of education records. It is the policy of the district to protect the confidentiality of education records and release information only as permitted by law. Annually or when the student enrolls, the district will inform<sup>2</sup> parents, guardians, and students eighteen years and older of their right to inspect, review, and seek amendment of the student's education records. The district will inform parents, guardians, and students eighteen years and older of items considered directory information through notices distributed at the beginning of each school year or when a student enrolls.<sup>3</sup>

The building principal will be the custodian of all education records in a given school. The superintendent has overall responsibility for education records throughout the district and for assuring that adequate systems are in place to maintain such records and to provide parents with access to them in accordance with state and federal law. The superintendent is responsible for developing procedures to assure the consistent implementation of this policy. The procedures shall comply with all federal and state laws and regulations governing access to and the collection, maintenance, disclosure and destruction of education records.

---

<sup>1</sup> A "record" means any information recorded in any way, including but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm and microfiche. The term "education records" means those records that are (1) directly related to a student, and (2) maintained by the school district, a school within the district, or a party acting for the school district or a school within the school district. It does not include a teacher's notes that are in the teacher's sole possession and shared only with a substitute teacher. 20 U.S.C. 1232g; 34 C.F.R. 99.3.

<sup>2</sup> School districts are required to find an effective way to notify parents whose primary language is not English. 34 C.F.R. §99.9.

<sup>3</sup> The Family Educational Rights and Privacy Act allows schools to designate certain information as "directory information" and release it after providing public notice of the categories of information it seeks to release. "Directory information" includes, but is not limited to, a student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous educational agency or institution attended by the student. Additional information may be released with specific parental consent. 12 U.S.C. §1232g; 34 C.F.R. §99.3.

## DEFINITIONS

All terms used in this policy, and the procedures developed for the implementation of this policy, shall be defined, where applicable, as those terms are defined in the Family Educational Rights and Privacy Act and in the federal regulations promulgated pursuant to that Act.<sup>4</sup>

Date Revised Policy Warned: February 20, 2019

Date Revised Policy Considered: March 6, 2019

Date Revised Policy Adopted:

Signed:

---

Elizabeth Fitzgerald, Chair

---

Bridget Burkhardt, Clerk

---

Martin LaLonde

---

Alex McHenry

---

Brian Minier

---

<sup>4</sup> 12 U.S.C. §1232g; 34 C.F.R. §99.3.

*Legal Reference(s):*

20 U.S.C. §§1232g (Federal Family Educational Rights and Privacy Act of 1974)

20 U.S.C. § 7908

16 V.S.A. 563(27) (NCLBA Armed Forces Recruiter/Higher Education Access)

34 C.F.R. Part 99

1 V.S.A. §317 (Definitions)

15 V.S.A. §670 (Non-custodial parents)

33 V.S.A. §5536a (Juvenile court records)

VT State Board of Education Manual of Rules and Practices §2120.8.3.3

## **Security Cameras**

To enhance the safety of our school community, the Board commits to the use of security cameras according to this policy.

The Superintendent shall not cause or allow security cameras to be used in any way that is unlawful, imprudent, in violation of commonly accepted practices, or that violates the mission and core values of the school district.

Accordingly:

1. Security cameras are limited to public spaces that would be of assistance to law enforcement in response to a crisis.
2. Outside Security cameras will be utilized to ensure student, staff, and community safety.
3. Law enforcement may review camera recordings to investigate criminal conduct with approval from the South Burlington Police Chief/Designee and the South Burlington School District Superintendent/Designee.
4. Administrators may use video recordings to investigate misconduct and incidents related to student, staff, or community safety with approval from the South Burlington Police Chief/Designee and the South Burlington School District Superintendent/Designee.
5. Signs will be placed at main entrances to provide notification of the use of security cameras.
6. The Superintendent will ensure that a formal written agreement is in place prior to providing law enforcement with access to security cameras.

Date Revised Policy Warned: March 6, 2019

Date Revised Policy Considered: March 20, 2019

Date Revised Policy Adopted:



**SOUTH BURLINGTON SCHOOL DISTRICT  
POLICY F9  
SECOND READING - MARCH 20, 2019**

**PUPIL PRIVACY RIGHTS**

It is the intent of the South Burlington School District to comply with the provisions of the federal Pupil Privacy Rights Amendment (PPRA) and Vermont State Board of Education rules governing the administration of certain student surveys, analyses or evaluations.

**ADMINISTRATIVE RESPONSIBILITIES**

The superintendent or his or her designee shall develop administrative procedures to ensure school district compliance with applicable federal and state laws related to pupil privacy. The administrative procedures shall include provisions related to the following legal requirements. [1]

1. The right of parents, guardians, or eligible students to inspect surveys created by third parties before administration or distribution of the surveys to students;
2. Any applicable procedures for granting request by a parent/guardian for access to such survey (before completion by the student) within a reasonable time after a request is received;
3. Arrangements to protect student privacy in the event of the administration or distribution of a survey to a student containing one or more of the items listed in the federal Pupil Privacy Rights Amendment; [2]
4. The right of a parent/guardian to inspect any instructional material used as part of the educational curriculum for the parent's/guardian's child, and any applicable procedures for granting access to such material within a reasonable time after the request is received [3]
5. The administration of physical examinations or screenings that the school district may administer to a student; [4]
6. The collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information, including arrangements to protect student privacy in the event of such collection, disclosure or use. [5]
7. The right of a parent/guardian of a student to inspect any instrument used in the collection of personal information under subparagraph (6) above, and any applicable procedures for granting a request for such inspection within a reasonable time after receiving the request; [6]
8. Provisions to ensure that parents/guardians are notified of the school district policies and procedures adopted to comply with federal and state laws and regulations governing pupil privacy, including, but not limited to, notification of activities involving the collection of personal information from students, the administration of surveys containing items specifically listed in the Pupil Privacy Rights Amendment. [7]

Date Revised Policy Warned: March 6, 2019  
Date Revised Policy Considered: March 20, 2019  
Date Revised Policy Adopted:

Signed:

---

Elizabeth Fitzgerald, Chair

---

Bridget Burkhardt, Clerk

---

Martin LaLonde

---

Alex McHenry

---

Brian Minier

---

[1] See 20 U.S.C. §1232h(c)(1).

[2] See 20 U.S.C. §1232h(c)(1)(B) for the list of eight items that must be included.

[3] See 20 U.S.C. §1232h(c)(1)(C).

[4] See 20 U.S.C. §1232h(c)(1)(D).

[5] See 20 U.S.C. §1232h(c)(1)(E).

[6] See 20 U.S.C. §1232h(c)(1)(F).

[7] See 20 U.S.C. §1232h(c)(2).

\_\_\_\_\_ **SOUTH BURLINGTON SCHOOL DISTRICT** \_\_\_\_\_

**Office of Operations and Finance  
550 Dorset Street  
South Burlington, Vermont 05403**

TO: David R. Young, Superintendent of Schools

FROM: Gary Marckres, Director of Operations and Financial Management *cm*

DATE: March 11, 2019

SUBJECT: Snow Removal Contract for FY 2020

**RECOMMENDATION:**

The Office of Operations and Finance recommends that the District extend the Snow Plowing and Removal contract for one year to All Seasons Excavating at a seasonal cost of \$40,500.00. This is an increase of 1.8% over the current contract.

**BACKGROUND:**

All Seasons Excavating has performed its contractual duties well over the last few years.

With that in mind, we recommend that this working relationship continue for one additional year, subject to compliance with State Law on competitive bidding.

State law, specifically Title 16, Section 559 (e) (7) regarding public bids, governs our actions on competitive bidding. It allows districts to renew contracts that have been competitively bid if certain conditions about pricing and contract termination exist. A major condition is that, when renewing a contract with a current vendor, the contract can be renewed if the price increase is limited to the increase in the NEEP index, which is at 1.9% for contracts renewed for FY 2020.

**CORRESPONDENCE ATTACHED:**

1. February 12, 2019 request to extend pricing on snow plowing for the 2019-20 school year.
2. February 14, 2019 response from All Seasons Excavating.

Thank you for your consideration of this request.

**SOUTH BURLINGTON SCHOOL DISTRICT**

**Business Office  
550 Dorset Street  
South Burlington, Vermont 05403  
Tel: (802) 652-7055 Fax (802) 652-7013**

February 12, 2019

All Seasons Excavating/Landscaping  
P.O. Box 96  
Colchester, VT 05446

Dear Mr. Robbie Mazza:

**Subject: Request to Extend Bid Pricing on Snow Plow Removal Services for FY2020**

The South Burlington School District is preparing specifications for items to be bid out competitively for the School year beginning September 1, 2019 and ending August 31, 2020. Before publishing a general request for bids, the District would like to explore the possibility of renewing our arrangement with All Seasons Excavating which expires FY19. We ask that this pricing be extended through June 2020.

State law, specifically Title 16 section 559(e) (7) regarding public bids, governs our actions with regards to bidding. It allows Districts to renew contracts that have been competitively bid if certain conditions regarding pricing and contract termination exist. The limit for price increases is 1.9% based upon the NEEP index.

Specifically, the District requests that the current contract be extended through June, 2020 at the same prices and conditions. However, if this is not possible, please indicate an overall level of price increase or decrease that you propose for the next time period. It will assist us much to have a response by Tuesday, February 26, 2019.

If you determine that this is not available, you will be included in the general bid process. Thank you for your attention to this matter. Please contact me if you have any questions about this request at (802) 652-7052.

Sincerely,



Gary Marckrès  
Director of Operations and Financial Management  
South Burlington School District

*All Seasons Excavating & Landscaping, Inc.*  
*1607 Malletts Bay Avenue*  
*P.O. Box 96*  
*Colchester, VT 05446*

*Phone: 802-655-3976*  
*Fax: 802-655-1391*

February 14, 2019

South Burlington School District  
Business Office  
Attn: Gary Marckres  
550 Dorset Street  
South Burlington, VT 05403

Subject: Request to Extend Bid Pricing on Snow Plow Removal Services for FY2020

Dear Mr. Marckres:

In response to your request, All Seasons Excavating agrees to extend our contract, which currently expires June 30, 2019, through June 2020 at the prices listed below.

Total Seasonal Cost:           \$40,500.00 (Forty Thousand, Five Hundred Dollars)  
(To include one application  
of salt after each plowing)

Optional Services as Requested by the District

Cost of Salt by the Ton:       \$105.00 (One Hundred, Five Dollars)

Truck with Spreader - Hourly: \$75.00 (Seventy-Five Dollars)

We look forward to continuing to work with you. Please contact me at 802-655-3976 with any questions.

Thank you,

  
Robby Mazza  
President