

TRANSPORTATION JOINT AGREEMENT

Agreement made this _____ day of _____ 2019, by and between the Winooski School District (WSD) and South Burlington School District (SBSD) for transportation of WSD students beginning December 2, 2019, and continuing through April 10, 2020 (the Term).

For and in consideration of the mutual promises and commitments below, WSD and SBSD agree as follows:

1. Transportation Services

SBSD will provide transportation services for WSD students during the Term and on the conditions hereinafter set forth. SBSD will assign two (2) properly equipped and registered vehicles, neither being more than six (6) years old, meeting the safety specifications of the State of Vermont Department of Motor Vehicles to transport students. Suitable replacement buses are available and will be assigned to the WSD route(s) by SBSD if necessary.

Anticipated period of service is shown on the attached WSD academic calendar.

SBSD will ensure that communication equipment is installed on the buses to assure a reliable link between each bus and the WSD office.

2. Vehicle Maintenance

SBSD shall be responsible for the proper licensing, inspection, maintenance and cleanliness of all buses supplied by it at all times during the contract period and compliance with the laws and regulations of the State of Vermont.

WSD reserves the right at any time during the contract period to have its representatives inspect any and all buses or to ride any bus as a passenger.

WSD may require SBSD to remove from service any bus reasonably deemed by WSD to be unsafe or not in compliance with Federal or State law. Any vehicles used in fulfillment of this contract which are subject to manufacturer's recall shall have the required corrections made promptly and correctly by SBSD. All tires used on buses shall meet minimum tread requirements and be in good overall condition.

3. Routes

SBSD shall transport students to and from the WSD school building during the Term utilizing bus routes, including scheduled bus stops, determined in advance by WSD. Such information shall be provided to SBSD initially and updated as required by WSD. SBSD shall not provide any transportation for co or extracurricular events or field trips.

4. Bus Driver Requirements

Bus drivers assigned to the WSD routes:

- a. Shall be qualified as required by Title 23, Section 1282 of the Vermont Statutes Annotated.
- b. Shall be subject to and must satisfactorily pass physical examinations, including drug and alcohol testing as required by law. WSD may request, and if requested, SBSB shall submit evidence of such testing and the results.
- c. Must pass a Vermont Criminal Records check. A copy of the resultant report shall be filed at the WSD Superintendent's office.
- d. Shall be subject to possible reassignment at the reasonable request of WSD.
- e. Shall be properly trained and supervised.
- f. Shall be responsible for the maintenance of discipline and order on the bus in accordance with the expectations of WSD. They shall report significant rider misbehavior promptly to the WSD building Principal or his/her designee on forms provided by WSD. Failure to report inappropriate student behavior shall be reported to SBSB, which will determine how best to address the issues. This requirement and the consequences of failure to report inappropriate student behavior shall be communicated to drivers by SBSB.

5. Unscheduled Closing of School

If for any reason during the Term WSD is closed on a day when school is otherwise scheduled, or during a part of such a day, appropriate buses and drivers shall be readily available to transport students home. WSD shall immediately advise SBSB of any unscheduled closing or early closing of its schools.

6. Daily Contact with School

The SBSB Transportation Office will be the primary point of contact for WSD and shall use its best efforts to promptly respond to calls from and address problems or concerns raised by WSD.

7. Insurance

SBSB agrees to obtain and maintain vehicle liability insurance coverage **through** an insurance company or shared risk pool authorized to transact business in the State

of Vermont. Proof of insurance shall be filed prior to the commencement of service delivery. The amount of coverage under such policies shall be the same as SBSD contracts for with respect to the transportation of its students. WSD shall be named as an additional insured on such policy(ies) but only with respect to the transportation of WSD students.

SBSD shall also provide evidence of worker's compensation insurance for its employees as required by law.

SBSD shall request its insurance carrier in writing to notify WSD of any changes or lapses in SBSD's coverages.

8. SBSD as Independent Contractor

SBSD is intended by the parties to be and shall be an independent contractor. Nothing in this Contract shall entitle SBSD or its employees to any wages, benefits from or to status as employees of WSD. All SBSD bus drivers shall be and remain employees of SBSD, and SBSD shall be solely responsible to pay all:

- a) wages, taxes, and benefits due each SBSD driver assigned to a WSD route;
- b) costs of acquisition, fuel, service, repair and maintenance for all buses assigned to a WSD routes; and
- c) All insurance premiums, medical exams, and drug tests as required to be obtained, performed or delivered by this contract.

9. Rates

SBSD shall be paid at the rate of Nine Hundred and Fifty Dollars (\$950) per day for each day that transportation services are provided to WSD. WSD will be billed in arrears for transportation services provided for its benefit, and shall render payment to SBSD no later than the 15th of each month upon receipt of a valid invoice by the 1st of the month. Any other services beyond those described here will be billed and paid separately.

Amounts unpaid by WSD beyond the 15th day of the month shall accrue interest at the rate of 6% per annum until the same are paid in full.

10. Expense Reporting

WSD will report transportation expenses related to this joint agreement for STAT BOOK/ TRANSPORTATION purposes. SBSD will reduce its reportable expenses by the same amount reported by WSD.

11. Penalties

Implementation of this procedure shall not be made without prior discussion between WSD and SBSD.

12. Cancellation and Amendment

This agreement may be amended by mutual consent of the parties at any time. WSD may terminate this agreement for cause attributable to SBSB or its employees or agents. SBSB may terminate this agreement upon WSD's failure to make timely payment. Either party may cancel this agreement on thirty (30) days' advance written notice.

13. Entire Agreement

This agreement is a full and complete expression of the agreement between the parties, superseding all prior negotiations, agreements or understandings, whether oral or written. Changes to this contract may be made only by written document signed by each party.

DATED at Winooski, Vermont this _____ day of _____ 2019

WINOOSKI SCHOOL DISTRICT

By: _____
Its Superintendent, Duly Authorized

DATED at South Burlington, Vermont this _____ day of _____
_____ 2019

SOUTHBURLINGTON SCHOOL DISTRICT

By: _____
Its Superintendent Duly Authorized



Assessment Guide for the Board as a Whole

Please provide your best assessment of the board "as a Whole" in the following behaviors.

Participation in the Board's Linkage Role	Always	Usually	Rarely	Never	Comments
1. Overall my fellow board members participate as assigned in the board's ownership linkage plan, helping the board to serve as an active and effective link between the organization and the ownership					
Participation in the Board's Policy Development Role					
2. Overall my fellow board members read the board packet carefully prior to the board meeting and come prepared to discuss the decision items on the agenda.					
3. My fellow board members are team players, and are not afraid to ask tough questions.					
4. Overall, my fellow board members contribute their personal knowledge and experience that is relevant to board policy development.					
5. In board meetings, board					

<p>members try to focus on the impact that our organization has on the people it serves, rather than on the details of how staff operate.</p>					
<p>Participation in the Board's Monitoring Role</p> <p>6. Board members read monitoring reports prior to board meetings determining whether the Superintendent has made a reasonable interpretation of the policy and if there is evidence of compliance presented. When there are concerns, they come prepared to raise them at the meeting.</p>					
<p>7. When board members do not have concerns about the reasonableness of the interpretation of a policy or the evidence of compliance, they refrain from taking up board time to ask operational questions about the area being monitored.</p>					
<p>Contributing to the Board as a Whole</p>					
<p>8. Board members do their best to make decisions based on the best</p>					

interests of the entire ownership, not just the geographic or interest group that to which they belong.						
9. Board members listen respectfully to the viewpoints of other board members.						
10. If individual board members personally disagree with a board decision, they may choose to explain the reasons for their disagreement, and they honor the fact that the board's decision was made legitimately, and provides the direction for the Superintendent.						
11. Board members refrain from having hidden agendas.						
Following the Board's Code of Conduct						
12. Board members attend board meetings regularly, arrive on time, and stay for the entire meeting.						
13. I maintain confidentiality regarding sensitive information discussed at board and committee meetings.						
14. Individual board members declare conflict of interest						

<p>immediately that would place me in an actual or perceived conflict of interest.</p>					
<p>15. Individual members of the board speak "for the board" to the public or media only if they have been specifically authorized to do so.</p>					
<p>Honoring the Board's Delegation</p>					
<p>16. When board members are approached by a staff member with a problem, board members encourage the individual to use the internal reporting lines with administration to address the issue.</p>					
<p>17. When board members are approached by someone outside the organization with a problem, they listen respectfully, do not try to solve the problem and provide the individual with the proper path to address the issue. They notify the Superintendent of the problem and request that (s)he deal with it.</p>					
<p>18. Individual board members refrain from telling the Superintendent or staff how things should be done.</p>					
<p>19. Board members refrain from</p>					

<p>informally asking staff, students or community members what they think of the Superintendent.</p>					
<p>Personal Preparation and Education for Governance</p>					
<p>20. Board members are familiar with and respect the Board's policies, procedures, and rules of order that our Board has chosen to use.</p>					
<p>21. Board members take responsibility for identifying their own learning needs in order to be a better board member</p>					
<p>22. Board members participate regularly in educational activities that will assist them in carrying out their responsibilities as a board member.</p>					



Self Assessment Guide for Individual Board Members
Please assess your own work on the board in the following areas:

Participation in the Board's Linkage Role	Always	Usually	Rarely	Never	Comments
1. I participate as assigned in the board's ownership linkage plan, helping the board to serve as an active and effective link between the organization and the ownership					
Participation in the Board's Policy Development Role					
2. I read the board packet carefully prior to the board meeting and come prepared to discuss the decision items on the agenda.					
3. I am a team player, but am not afraid to ask tough questions.					
4. I contribute my personal knowledge and experience that is relevant to board policy development.					
5. In board meetings, I try to focus on the impact that our organization has on the people it serves, rather than on the details of how staff operate.					

Participation in the Board's Monitoring Role

<p>6. I read monitoring reports prior to board meetings asking myself if I am satisfied that the Superintendent has made a reasonable interpretation of the policy and if there is evidence of compliance presented. When I have concerns, I come prepared to raise them at the meeting.</p>						
<p>7. When I do not have concerns about the reasonableness of the interpretation of a policy or the evidence of compliance, I refrain from taking up board time to ask operational questions about the area being monitored.</p>						
<p>Contributing to the Board as a Whole</p>						
<p>8. I try my best to make decisions based on the best interests of the entire ownership, not just the geographic or interest group that I belong to .</p>						
<p>9. I listen respectfully to the viewpoints of other board members.</p>						
<p>10. If I personally disagree with a board decision, even though I may</p>						

<p>choose to explain the reasons for my disagreement, I honor the fact that the board's decision was made legitimately, and provides the direction for the Superintendent.</p>																						
<p>11. I refrain from having hidden agendas</p>																						
<p>Following the Board's Code of Conduct</p>																						
<p>12. I attend board meetings regularly, arrive on time, and stay for the entire meeting.</p>																						
<p>13. I maintain confidentiality regarding sensitive information discussed at board and committee meetings.</p>																						
<p>14. I declare conflict of interest immediately that would place me in an actual or perceived conflict of interest.</p>																						
<p>15. I speak "for the board" to the public or media only if I have been specifically authorized to do so.</p>																						
<p>Honoring the Board's Delegation</p>																						
<p>16. When I am approached by a staff member with a problem, I encourage the individual to use the</p>																						


internal reporting lines with administration to address the issue.						
17. When I am approached by someone outside the organization with a problem, I listen respectfully do not try to solve the problem and provide the individual with the proper path to address the issue. Rather I notify the Superintendent of the problem and request that (s)he deal with it						
18. I refrain from telling the Superintendent or staff how things should be done.						
19. I refrain from informally asking staff, students or community members what they think of the Superintendent.						
Personal Preparation and Education for Governance						
20. I am familiar with and respect the Board's policies, procedures, and rules of order that our Board has chosen to use.						
21. I take responsibility for identifying my own learning needs in order to be a better board member						

22. I participate regularly in educational activities that will assist me in carrying out my responsibilities as a board member.									
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SOUTH BURLINGTON SCHOOL DISTRICT

**Office of Operations and Financial Management
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: Bid Recommendation for VoIP (Voice over Internet Protocol) Solution

DATE: September 11, 2019

OVERVIEW

Due to the age of our current Nortel phone system, limited support available for Nortel, unreliable hardware, and most importantly the new requirements for E-911 Compliance, we have requested proposals for a new VoIP Solution.

We enlisted the assistance of Marian Kenseth, of Kenseth Communications, to write the specifications for this project. A Request for Information (RFI) was sent out initially looking at a hosted solution. We decided at that time to focus on a hosted solution and a Request for Proposal (RFP) was sent out to those vendors who responded to the RFI (see attached page 6). However, during the RFP process some concerns arose around E-911 compliance with a hosted solution. After researching this concern, it was decided due to E-911 requirements and to qualify for our E-911 grant funding, we should look at an on premise solution instead. An addendum was then sent to the vendors for the on premise solution costs.

After extensive review of the on premise bidders and their solutions, we narrowed it down to two of the bidder's for demo; Carousel and TwinState. They both have solutions that meet our specifications and E-911 compliance.

The bids were reviewed by our consultant, Marian Kenseth, the I.T. Department and the Office of Operations and Financial Management.

Bid Recap for On Premise:

Vendor	Total for 5 years	Brand
Carousel	\$226,999.71	Avaya - Recommended
TwinState	\$360,606.35	Mitel
Ronco	\$228,128.27*	

*This solution was not considered as there was no paging interface, low-end server specifications and no wall mounts provided. Also, service is out of the area.

RECOMMENDATION

It is our recommendation that the District award the bid to the low bidder, Carousel, at a total cost of \$226,999.71. The budget for FY20 is approved for the purchase of a new VoIP solution. It is the district's intention to finance this over 5 years via a tax-exempt municipal lease.

We also have been approved for the E-911 grant in the amount of \$125,000 (\$25,000 per school) which is matching funds. These grant funds are contingent upon the District having to pass an E-911 test which can only be done after the VoIP system is installed.

<i>Carousel - 0.0 Premium</i>				
	\$172,481.67	60 Months		
		Software upgrades included		\$10,668.00
		Hardware Maintenance included		\$25,696.64
		Redundant Servers at Core		\$65,205.00
		Wall mounts included		Installation
		Paging Interfaces included		
		366 J129 phones 10/100		\$172,481.67
		44 J169 sets Gray Display 10/100/1000		
		All Basic licensing		
		Includes 8 port fax server \$4,399.20		
		32 ports of VoiceMail; 20 Gb storage		
	\$23,880.00	60 Months two PRIs		
	\$196,361.67			
SBHS and FHTMS Additions				
		29 J179 sets w/wireless Module @192.50 (\$149.3+\$49.20)	\$5,582.50	
		29 Power User Licenses @96.25	\$2,791.25	
		29 Wireless Headsets- Jabra Engage 75 w/cord @321.29	\$9,316.83	
		86 J179 phones @192.50	\$12,839.80	
		29 Power User Licenses @96.25	-\$3,520.89	
		75 Office Worker Licenses @61.20	\$4,590.00	
		VM Ware Server License	\$1,086.00	
		One Dell Server	-\$7,327.60	
		One Dell Server 5 Year Support	-\$2,703.12	
		One Fax Server	-\$4,399.20	
		One ABCE Core Portwell	\$1,200.00	
		ASBC (25) Standard/Advanced licenses	\$1,078.00	
		One ASBC Server Portwell 5 Year Support	\$1,202.88	
		Support HP DL120G7 5 Year Support	\$895.44	
		70 96xx Line replacement Cords @4.77	\$333.90	
		99 Basic Licenses @17.92	-\$1,774.08	
		70 Wallmounts @ 8.4	-\$588.00	

Staged Implementation, ASBC, Power/Ofc Worker Install Adds		\$2,995.00
10 Basic Licenses @17.92		\$179.20
25 J129 sets		\$0.00
		\$24,241.59
All other locations factored in 3 J179 sets with wireless Module and wireless headsets, 5 J169 sets,		
3 Power User Licenses and 5 Office Worker License.		
Central, Orchard, Chamberlin		
9 J179 sets wwith Wireless Module @192.50		\$1,732.50
9 Power User Licenses @96.25		\$866.25
9 Wireless Headsets		\$2,891.43
15 Office Worker Licenses @ 61.20		\$918.00
24 Basic Licenses @17.92		-\$430.08
15 J179 sets @179.50		\$2,739.50
15 J169 phones @ 121.41		\$1,821.15
		\$6,396.45
Considerations		
B179 Conference Room Phone		\$599.50
Expansion Microphone		\$165.87
Annual Equinox Meeting Charge		\$1,600.00
Installation NRC		\$1,400.00
Staged Implementation		
Software Assurance starts at completion of project		
400 Virtual Mailboxes are included		

Bid Results for Hosted:

<u>Vendor</u>	<u>TCO 36 mo term</u>	<u>TCO 60 mo term</u>
TwinState/Mitel	\$372,878.12	\$606,180.20
Verizon Wireless	\$404,141.00	\$658,901.00
Ring Central	\$287,592.12	\$424,582.20
Ronco/TPX	\$348,469.92	\$570,143.20
Carousel/Avaya	\$375,314.10	\$567,986.54