

CONSULTING AGREEMENT
BETWEEN
Washington West
AND
VERMONT SCHOOL BOARDS ASSOCIATION

I. Purpose

The Vermont School Board Association through the Act 46 Implementation Project (the Project) will support facilitation of the process of activities customarily undertaken in conducting school district merger studies as referenced in 16 VSA §706 b for the following districts: Waterbury, Duxbury, Moretown, Fayston, Waitsfield, and Warren (Districts). In general, this support will be provided to the merger Study Committee (the Committee) and the superintendent supporting the Committee.

II. Scope of Services

The Project will:

- Provide a lead consultant acceptable to the Districts for the merger study work.
- Provide other forms of consulting support as applicable and mutually agreed to.
- Work with the Districts or their designees to establish a timeline for the merger study work.
- Work with the study committee to foster an understanding of Act 46 provisions and consider merger options available to the Districts.
- Provide materials for, and/or participate in general public presentations related to Act 46. The timing, number and scheduling of said presentations will be determined by mutual agreement of the Project consultants and the Districts.
- Support the process of conducting merger study committee meetings by assisting in the development of agendas, preparing meeting materials, facilitating the meetings and conducting appropriate follow-up. The timing, number and scheduling of the meetings will be determined by mutual agreement of the Project consultants and the districts.
- Review previous merger-related materials as provided by the Districts and advise on the utilization of those materials in current merger-related work by the Districts
- Conduct various forms of analysis (fiscal, operational, educational) related to the merger consideration and advise on the applicability/utilization of that research. Analysis may be conducted in conjunction with professional staff of the Districts, merger study committee members, the Vermont Agency of Education or other appropriate entities or organizations. Preparation and presentation of analysis and related findings will be mutually agreed to by the Project and the Districts.
- Advise on public engagement and communications strategies, and as mutually agreed to by the Project and the Districts, support the implementation of those strategies.
- Support the preparation and presentation of the merger study report by contributing to the drafting of the report, reviewing the report, working to assure that the report conforms to the requirements of 16 VSA 706 b.
- Support the development of associated articles of agreement in a manner mutually agreed to by the Project and the Districts. The Districts will consult with their legal counsel in finalizing the articles of agreement.
- Provide other supports as mutually agreed to by the Project and the Districts.

The Districts Will:

- Participate in planning meetings as mutually scheduled.
- Participate in good faith by responding appropriately and in a timely manner to requests for materials, information, etc.
- Provide access to staff, materials, information necessary for the Project to support the merger study committee process.
- Consult with legal counsel on any issues requiring formal legal guidance.
- Have ultimate responsibility for assuring the Committee completes this work.

III. Fees and Schedule

- The Duration of the Project is estimated to extend through June 2016 and may be adjusted by mutual agreement of the Project and Districts.
- The cost of this project is \$16,500 and may be adjusted by mutual agreement of the Project and Districts.
- The Districts shall be responsible for submitting invoices for reimbursement to the Agency of Education in accordance with the Agency's requirements.
- Payment shall be made to the Vermont School Boards Association within thirty days of invoicing. The VSBA shall invoice on the following schedule:
 - By Date: November 1, 2015
 - By Date: March 1, 2016
 - By Date: June 30, 2016
- This Contract may be terminated by the Districts or by the Project. Notification will be communicated in writing thirty (30) days in advance to all parties explaining the reason(s) for the termination and presenting a proposed resolution (if desired).

Nicole Mace
Executive Director, VSBA

Date

Brigid Nease
Superintendent

Date