

# GPS and Timekeeping Proposal for Montgomery County Schools, NC

September 17, 2013

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*(Formerly Synovia and Everyday Solutions)*

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# Summary of Montgomery County Schools Challenges & Synovia Solutions

CHALLENGES	CONSEQUENCES	SYNOVIA CAPABILITIES	DISTRICT BENEFITS
<b>Driver Payroll Cost</b>  <b>Staff Productivity</b>  <b>Payroll Processing</b>	<p>Overspending on driver payroll.</p> <p>Inaccurate payroll timekeeping and reporting.</p> <p>Wasted man-hours and increased human errors.</p>	<ul style="list-style-type: none"> <li>• Clock in/out on buses</li> <li>• Track all job types</li> <li>• Web-based Timecard Reporting</li> <li>• Time &amp; Attendance Reporting Suite</li> <li>• Employee Portal</li> <li>• Export of Data into District Payroll System</li> </ul>	<p><b><i>Payroll savings</i></b> through improved accuracy of reporting and validation with GPS data.</p> <p>Automated payroll collection and integration allows staff to be <b><i>more productive</i></b> and reduces the risk of errors.</p>
<b>Route Efficiency</b>  <b>On-Time Performance</b>	<p>Running inefficient routes leads to excess mileage and potential service issues.</p> <p>Buses arriving late/early to school lead to unhappy school administrators and parents.</p>	<ul style="list-style-type: none"> <li>• Route Data Integration</li> <li>• Plan vs. Actual Route &amp; Stop Review</li> <li>• On-Time Performance Management</li> <li>• Student Lookup for Stop History</li> </ul>	<p>Route management and <b><i>cost containment</i></b> in routing.</p> <p>Improved <b><i>customer service</i></b> to the district and community at large.</p> <p>School level on-time performance management.</p>

CHALLENGES	CONSEQUENCES	SYNOVIA CAPABILITIES	DISTRICT BENEFITS
<b>Idling</b>  <b>Fuel Usage</b>  <b>Safety &amp; Accountability</b>	<p>Overspending on fuel as prices continue to rise.</p> <p>Delayed response time in emergencies.</p> <p>Potentially unsafe driving conditions for students.</p>	<ul style="list-style-type: none"> <li>• Real Time GPS Tracking</li> <li>• Stop &amp; School Arrival Information</li> <li>• Live Dispatch</li> <li>• True Idling</li> <li>• Speeding &amp; Mileage</li> <li>• Extensive Reporting</li> <li>• Parent Portal Access</li> <li>• Hosted with Synsurance</li> </ul>	<p><i><b>Savings</b></i> in fuel usage through reduced idling and route management.</p> <p><i><b>Safer transportation</b></i> for students and drivers.</p> <p>Rapid response in emergency situations.</p>



## Synsurance – Only from Synovia Solutions

**Synsurance** is our commitment to the district that our solutions will work seamlessly for the life of our partnership. It is our long-term strategy to ensure you have the best product and support possible. We believe in keeping our promises and **Synsurance** is how we plan to do it.

The following is a summary of **Synsurance**:

- ***No Upfront Costs***
- ***Lifetime warranty for hardware replacements***
- ***Software-as-a-Service with guaranteed 99% uptime***
- ***Price guarantee for term of agreement***
- ***Automatic quarterly software updates with new features, map data, patches, hot fixes***
- ***Hosted solution with live 24 months of data with managed back-ups and permanent archival (data is never lost once it hits the servers)***
- ***First Class Software Support***
  - ***Help Desk – 6:30AM-5PM EST with rolling on-call after hours***
  - ***Toll Free # (877-SYNOVIA)***
  - ***Email ([support@synovia.com](mailto:support@synovia.com))***
  - ***Call or email will receive a response within 4 business hours with a ticket number***

With **Synsurance** from Synovia Solutions, the district can be assured of a long-term and reliable solution backed with unmatched service and support.



# Synovia Solutions Cost Savings Potential

The following is Cost Savings potential based on the following data:

- 67 Buses
- Average Driver Wage of \$11.50/hour
- Average Cost of Fuel @ \$3.30/gallon
- Average Cost Per Mile of \$2.41
- Savings Calculated Based on 180 School Days
- 12 Month Billing Cycle

<i>Areas of Savings - Per Bus</i>	<i>Per Month – Per Bus</i>
<b><u>Payroll Savings</u> - Time Reduction of 13 Mins/Day - PER BUS</b>	<b>\$37</b>
<b><u>Fuel Savings</u> – ½ Gallon Per Day - PER BUS</b>	<b>\$25</b>
<b><u>Mileage Savings</u> - 1% Reduction Per Day - PER BUS</b>	<b>\$22</b>
<b><i>Savings Per Month</i></b>	<b>\$84</b>
<b><i>Investment Per Month (5 Yr Term)</i></b>	<b>-\$36</b>
<b><i>Net Savings Per Bus, Per Month</i></b>	<b>\$48</b>
<b><i>Net Fleet-wide Savings - Annually</i></b>	<b>\$38,592 Net Annual Savings</b>

## Investment Summary

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Price	Items
	Hardware – GPS Kit (All Buses) and Operator Panel (Route Buses)
	Software – Core GPS, Comparative Analysis, Time & Attendance
	Training – 3 Days
	Software Hosting and Updates
	Hardware/Software Support
	Wireless Connectivity – CDMA - Verizon
	Installation
	Project Management
	Lifetime Warranty
	2% Spare Hardware
	<b>Synsurance</b>

### ***Pricing Options***

#### **5 Year Term = \$2,702 Per Month for 77 Units**

- \$36 Per Unit, Per Month – 67 Route Buses
- \$29 Per Unit, Per Month – 10 Activity Buses

***OR***

#### **3 Year Term = \$3,345 Per Month for 77 Units**

- \$45 Per Unit, Per Month – 67 Route Buses
- \$33 Per Unit, Per Month – 10 Activity Buses



## North Carolina References

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Synovia Solutions currently supports 25 LEAs with over 6,500 vehicles. The following are a few references that have utilized our solution to manage their transportation payroll and daily routes:

**Davie County Schools, NC – 75 Buses**

Todd Naylor  
Director of Transportation  
(336) 751-2627  
[naylortodd@davie.k12.nc.us](mailto:naylortodd@davie.k12.nc.us)

**Iredell Statesville Schools, NC – 247 Buses**

Terry Campbell  
Director of Transportation  
(704) 872-5321  
[tcampbell@iss.k12.nc.us](mailto:tcampbell@iss.k12.nc.us)

**Mooresville Graded Schools, NC – 35 Buses**

Lynne Mauney  
Director of Transportation  
(704) 658-2634  
[lmauney@mgsd.k12.nc.us](mailto:lmauney@mgsd.k12.nc.us)

**Lincoln County Schools, NC – 134 Buses**

Eric Eaker  
Director of Transportation  
(704) 736-4242 ext 5  
[eeaker@lincoln.k12.nc.us](mailto:eeaker@lincoln.k12.nc.us)

**Davidson County Schools, NC – 250 Buses**

Gary Buie  
Director of Transportation  
(336) 249-8977  
[gbuie@davidson.k12.nc.us](mailto:gbuie@davidson.k12.nc.us)



**Rutherford County Schools, NC – 150 Buses**

Brian McClung  
Director of Transportation  
(828) 286-7013  
[bmcclung@rcsnc.org](mailto:bmcclung@rcsnc.org)

**Charlotte Mecklenburg Schools, NC – 1,400 Buses**

Carol Stamper  
Executive Director of Transportation  
(980) 343-3708  
[c.stamper@cms.k12.nc.us](mailto:c.stamper@cms.k12.nc.us)



## Implementation Process: 4-6 Weeks

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STEP 1	Agreement Initiated
STEP 2	Synovia Hardware/Software Ordered
STEP 3	Project Plan Completed/Communicated
STEP 4	Hardware/Software Delivered
STEP 5	Installation
STEP 6	Initial Training
STEP 7	Follow-Up Review

**LEASE AGREEMENT FOR PROVISION OF GLOBAL POSITIONING SYSTEM UNITS AND  
RELATED HARDWARE, SOFTWARE, AND SERVICES**

**BETWEEN**

**MONTGOMERY COUNTY BOARD OF EDUCATION**

**AND**

**SYNOVIA SOLUTIONS, LLC**

**LEASE NO.** \_\_\_\_\_

This agreement for the lease of Global Positioning System (“GPS”) units and related hardware, for the licensing of software related to this equipment, and for the provision of services related to this equipment (the “Agreement”) is made and entered into October 7, 2013, between the Montgomery County Board of Education (“MCBOE”) and Synovia Solutions, LLC (“Synovia”), a limited liability company in good standing and licensed to do business in North Carolina with its principal place of business at 9330 Priority Way West Drive, Indianapolis, IN 46240.

For and in consideration of the mutual promises set forth in the Agreement, the adequacy of which is expressly acknowledged, the parties do mutually agree as follows:

1. **Scope of Services.** Throughout the term of this Agreement, Synovia shall provide the services described in this Section for a term beginning \_\_\_\_\_ and concluding \_\_\_\_\_ (the “Lease Term”). Time is of the essence with respect to all provisions of this Agreement that specify a time for performance. This Agreement, Exhibits 1 and 2 attached hereto and incorporated herein represent the final agreement between the parties. In the event of a conflict between this Agreement and the Exhibits, the terms of this Agreement shall control.

**A. Delivery and Installation of Hardware.**

- i. **Initial Delivery and Installation of Hardware.** On or before \_\_\_\_\_, Synovia shall deliver to Montgomery County Board of Education up to 77 GPS kits and 67 operator panels (collectively, the “Hardware”), described more particularly in the attached Exhibit 1. Synovia shall complete the installation and performance testing of the aforementioned Hardware by no later than \_\_\_\_\_, on vehicles designated by the MCBOE and in locations and at times designated by the MCBOE. Synovia shall consult with the MCBOE about the location and manner of installation within vehicles and ensure that installation is performed in a timely, safe, professional, and workmanlike manner. Synovia shall be solely responsible for any damage to the MCBOE’s vehicles that may occur during installation. All Hardware shall meet all Agreement specifications and shall be fully operational, loaded with the software described in Section 1.B of this Agreement, and have wireless connectivity upon installation.
- ii. **Delivery of Additional Hardware.** At the MCBOE’s sole discretion, MCBOE may lease additional Hardware from Synovia at any point during Lease Term. Synovia shall make all reasonable efforts to deliver any such Hardware to MCBOE within thirty (30) days of its

requisition, and such Hardware shall (1) meet all Agreement specifications, (2) be fully operational, (3) be loaded with the software described in Section 1.B of this Agreement, and (4) have wireless connectivity upon installation. Unless otherwise agreed by the parties in writing, any such additional Hardware shall be installed by the MCBOE with the advice and support of Synovia.

- iii. **Spare Hardware.** For the duration of the Lease Term, Synovia agrees to provide the MCBOE with replacement Hardware in the amount of two percent (2%) of the total amount of Hardware leased at no additional charge to MCBOE. These spare units will not be installed or used except to replace defective Hardware, which shall be returned to Synovia. Upon notification to Synovia that a GPS kit or operator panel is defective, Synovia shall deliver a new, replacement, unit within five (5) business days. In the event all spare GPS kits or operator panels are already in service and a device of the same type becomes inoperable due to manufacturer malfunction, Synovia shall be assessed a penalty of fifty dollars (\$50) per day for each such inoperable or malfunctioning device after a seven (7) day period to correct, until the device is replaced by Synovia by a new and fully functioning unit. Any such penalties will be billed directly to Synovia.

B. **Provision of Software and Software Licenses.** All Hardware delivered by Synovia pursuant to this Agreement (whether or not it is installed by Synovia) shall be fully loaded with the software described in this section (the “Software”) upon delivery or by such other date as the parties may agree to in writing. Immediately upon delivery, the MCBOE shall obtain a license to use the Software at its sole discretion and without further authorization from Synovia for the duration of the Lease Term. Synovia shall be responsible for notifying the MCBOE of all Software updates and providing support to MCBOE for the proper installation any Software updates. Notwithstanding the foregoing, Synovia shall retain any intellectual property rights it may have in the Software, and the delivery and licensing of the Software to MCBOE shall not be deemed as a waiver of any trade secrets Synovia may have in the Software. The Software shall include all features of the Synsurance™ Turnkey Solution package, including, at a minimum, Core GPS, Comparative Analysis, Time & Attendance and Silverlining™ Suite of Solutions, including the payroll interface.

C. **Provision of Services.**

- i. **Wireless Connectivity.** Synovia shall ensure that all GPS units are able to reliably receive and transmit data via cellular/wireless connections at no additional cost to MCBOE. Synovia shall be responsible for working with its telecommunications provider(s) to promptly identify and attempt to resolve any “dead zones” or other wireless connectivity issues and ensure smooth, reliable, and consistent wireless service throughout the Lease Term. Synovia shall ensure that all data recorded by or entered into the Hardware will not be lost in the event of “dead zones” or other connectivity problems and that such data shall be properly preserved and promptly uploaded when wireless connectivity is restored.
- ii. **Data Hosting and Server Maintenance.** All data uploaded from the Hardware shall be safely and securely stored on servers and computer equipment controlled by Synovia. All servers and other computer equipment used by Synovia in the performance of this Agreement shall be effective, reliable, and kept in good working order by Synovia throughout the Lease Term. All

data shall be kept securely and backed up daily. The MCBOE Director of Transportation and/or designee(s) shall have access to any such computer equipment at any time for purposes of quality control, audits, and Agreement oversight. In addition, the MCBOE Director of Transportation and/or designee(s) shall have secure, password-protected remote online access at all times to any and all MCBOE data hosted or maintained by Synovia.

- iii. **Project Management and Technical Support.** For the duration of the Lease Term, Synovia shall provide project management services to assist MCBOE with the operation and maintenance of the Hardware and Software, trouble-shoot any problems, train MCBOE staff on the operation of the Hardware and Software, run queries and reports, tailor queries and reports to MCBOE specifications, communicate with MCBOE management, serve as a liaison between MCBOE and Synovia, and generally ensure that MCBOE's needs under the Agreement are met. Synovia shall designate and assign a project manager to work with MCBOE who is highly qualified and knowledgeable about the Hardware and Software leased by MCBOE. The project manager shall be accessible on weekdays from 8:00AM to 5:00PM EST and before and after hours by telephone and email in the case of emergencies. Emergency calls shall be handled immediately, and all other MCBOE inquiries shall receive responses within twenty-four (24) hours.
- iv. **Responsibility for Project Manager.** It is expressly understood and agreed that the project manager is an employee of Synovia, not an employee of MCBOE, and that Synovia is an independent contractor. Synovia shall bear sole responsibility for any wrongful or negligent actions of its employees and shall fully indemnify and defend MCBOE for any such wrongful or negligent acts. Synovia shall be solely responsible for hiring, training, supervising, promoting, compensating, transferring, disciplining, and dismissing the consultants and any of its employees who perform services under this Agreement. Synovia shall be solely responsible for any wages, taxes, benefits, or other labor costs associated with such personnel. Notwithstanding the foregoing, Synovia may not assign any project manager to provide services under this Agreement without MCBOE's advance written approval, and the MCBOE reserves the right to interview any individual employee(s) of Synovia before such approval is given. If at any time the MCBOE determines, in its sole discretion, that it is dissatisfied with a project manager provided by Synovia, MCBOE may, at its sole discretion, either inform Synovia of the problem and give Synovia an opportunity to correct it or direct Synovia to replace the employee within ten (10) business days.
- v. **Training of Montgomery County Board of Education Employees.** At times and places reasonably requested by MCBOE, Synovia shall train MCBOE employees on how to safely and securely install the Hardware on MCBOE vehicles without damaging the vehicles and how to fully operate and utilize the Software. Synovia shall be responsible for any damage to Hardware or MCBOE vehicles caused by Synovia's improper training of MCBOE's staff. Synovia shall complete all initial training of MCBOE staff on the proper operation of the Hardware and Software within the first six (6) months of the contract term.
- vi. **Synsurance.** As a part of the Synsurance product and service package leased by MCBOE, Synovia agrees to provide the following: (a) automatic, quarterly updates with new features, map data, patches and hot fixes; (b) automatic hardware script updates twice per year, and pro-active calling; (c) live data with managed back-ups and permanent archival system; and (d) pro-active

assessment of all Hardware and Software and planned data import before the beginning of each MCBOE academic year. MCBOE agrees to utilize Synovia exclusively for service and support and notify Synovia within twenty-four (24) hours if any service problems arise.

**D. Online Reports.** The MCBOE or designee(s) shall have the ability to request, access, and generate reports analyzing the MCBOE's data via secure, password-protected, remote, online access to Synovia's servers and computer equipment. Synovia shall give the MCBOE the capability to generate any of the following reports at any time and shall offer technical support and consultation regarding the creation, analysis, and/or customization of said reports:

- i. Idling reports.
- ii. Speeding reports.
- iii. Bus driver time reports.
- iv. Stop reports (planned, actual, missed, and extra stops).
- v. AM and PM bus arrival and departure.
- vi. Live feeds of bus tracking.
- vii. Real time monitoring.
- viii. Accident and hard-braking reports.
- ix. Maintenance reports.
- x. Any reports described in the attached Exhibits.
- xi. Any reports that can be generated by the Software based on data provided by MCBOE and/or obtained from the Hardware

**2. Compensation, Billing and Payments.** Synovia shall be compensated in accordance with this Section for all Hardware, Software, and services delivered, installed and/or provided in connection with this Agreement. After the MCBOE accepts the Hardware and Software (collectively, the "Products") and is satisfied with its condition and performance according to the terms set forth in this Agreement, the MCBOE shall make monthly payments on the Products as set forth in the **Exhibit 2, Payment Schedule (the "Lease Payments")**. The Hardware will be deemed accepted on the date which the MCBOE accepts and executes the Delivery, Installation and Acceptance Certificate, a copy of which is attached as **Exhibit 1**. The Lease Payments, as outlined in this Paragraph and Exhibit 2, include payment for the use of the Products, maintenance (during normal business hours), routine inspection, adjustment, parts replacement, and other materials and services required for proper operation.

Each Lease Payment shall equal \$36 per month per Route Bus GPS kit and \$29 per month per Activity Bus GPS Kit, or \$2,702 per month for 77 units, for a total cost to the MCBOE not to exceed \$162,120 for the 5 year Lease Term. The compensation described in this Section is inclusive of all goods and services provided pursuant to this Agreement. Under no circumstances shall the MCBOE owe any additional compensation to Synovia for any reason absent a written contract amendment duly executed by both parties.

**3. Taxes and Liens.** School District shall pay, when due all charges and taxes, including use taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possess or use of the Equipment, excluding however, all taxes on or measured by Synovia Solutions, LLC ('Synovia') income. School District shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Agreement.

4. **Late Payment Charge.** If payment is not received by Synovia and/or its assigns within fifteen (15) days of the due date, Synovia and/or its assigns may charge a late charge of 5% or the highest lawful rate, whichever is less, from the due date of the payments.

5. **Approval by Montgomery County Board of Education/Agreement Funding and Non-appropriation.** It is expressly agreed and understood by the parties that this Agreement is contingent upon approval from the Montgomery County Board of Education. It is further understood and agreed between the parties that the MCBOE's payment obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. In the event of a non-appropriation of funds, the MCBOE will notify Synovia and/or any Assignee, the Agreement will terminate at the end of the last fiscal year for which funds were appropriated, and all payment obligations of the MCBOE's interest in the Hardware, service, and supplies will cease upon the date of termination. Upon Termination for Non-Appropriation the MCBOE will return all equipment to Synovia and/or any Assignee as instructed by Synovia and/or Assignee at the sole expense of MCBOE.

6. **Title.** For the duration of the Lease Term, (1) title to the Hardware will remain with Synovia; (2) the Hardware will remain personal property of Synovia; (3) the MCBOE will not attach the Hardware as a fixture to any real estate; (4) the MCBOE will not pledge, sublease or part with possession of the Hardware, or file or permit to be filed any lien against the Hardware; and (5) the MCBOE will not make any permanent alterations to the Hardware. MCBOE shall bear the risk of loss for any damage or destruction to the Hardware and will keep the Hardware insured during the term of this Agreement. MCBOE will provide an insurance binder to Synovia and/or its Assignee indicating insurance coverage for the replacement or loss of the equipment or if MCBOE is self insured, Montgomery County Board of Education will provide proof of self insurance for the replacement of each hardware unit requires replacement.

7. **Montgomery County Board of Education' Representations and Warranties.** The MCBOE represents and warrants, as of the date of this Agreement, the following:

- A. **Body Corporate.** The MCBOE is a body corporate of the State of North Carolina with the authority to hold school property and to lease and hold real and personal property pursuant to Chapter 115C of the North Carolina General Statutes.
- B. **Duly Authorized.** The MCBOE has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body to enter into this Agreement.
- C. **Enforceability.** This Agreement is legal, valid, binding and enforceable. The MCBOE has complied or will comply with State laws regarding leases by school systems, if any, as may be applicable to the transactions contemplated by this Agreement.
- D. **Essential Function.** The MCBOE will use its best efforts to ensure that the Hardware being leased by the MCBOE will be used by the MCBOE for the purpose of performing one or more governmental or proprietary functions of the MCBOE consistent with the permissible scope of the MCBOE's authority and will not be used in a trade or business of any person or entity or for any personal, family, or household use. The MCBOE has selected the Hardware, and the Hardware being leased by the MCBOE will serve an essential function for the MCBOE. The MCBOE's need for the Hardware is not expected to diminish during the term of the Agreement.

8. **Synovia's Representation and Warranties.** In addition to the promises, covenants, and warranties appearing elsewhere in this Agreement, Synovia expressly warrants the following:

- A. **Standard of Care.** Synovia is an experienced firm having the skill and ability necessary to perform the services described in this Agreement. Throughout the term of this Agreement, Synovia shall exercise the abilities, skill, and care customarily exercised by duly licensed and qualified providers of the services described herein who practice in Montgomery County, North Carolina or in similar communities.
- B. **Qualifications of Personnel.** All personnel of Synovia providing services under this Agreement shall be appropriately trained and possess all requisite licenses and be legally authorized to provide the services described herein. Synovia's personnel shall be service-oriented and knowledgeable about the Hardware and Software and the business of school transportation and shall have sufficient training and experience to perform services under this Agreement efficiently and effectively.
- C. **Authority to Provide Services.** Synovia is a corporation in good standing, possesses all requisite licenses, and is legally authorized to do business in North Carolina and to provide the services described in this Agreement.
- D. **Authority to Enter Agreement.** This Agreement is being executed by a representative of Synovia who is legally authorized to enter binding agreements on Synovia's behalf.
- E. **Product Warranties.** Synovia warrants that all of the Hardware and Software will meet Agreement specifications and be workmanlike, serviceable, and fit for their intended purposes throughout the Agreement term.

9. **Repair/Replacement of Equipment.** The MCBOE shall promptly notify Synovia if, in MCBOE's sole discretion, the MCBOE determines that the performance of any of the Products or services provided by Synovia under this Agreement is unsatisfactory and the expected remedies for the same. If, in the MCBOE's sole discretion, the MCBOE determines that either the Hardware or Software, or both, do not meet Agreement specifications or is not workmanlike, serviceable, and fit for their intended purposes throughout the Agreement term, the MCBOE may request that Synovia promptly repair and/or replace the faulty components at no additional charge to the MCBOE. Nothing herein shall limit the MCBOE's right to terminate this Agreement as described in the following sections.

10. **Remedies.** No right or remedy herein conferred upon or reserved to the MCBOE is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

11. **Insurance.** Before commencing services and thereafter at any time upon request by the MCBOE, Synovia shall provide the MCBOE with certificates of insurance certifying that Synovia has purchased and is maintaining insurance in the amounts and coverages specified below. Failure to furnish and maintain such

insurance shall constitute default and serve as grounds for immediate termination of this Agreement by the MCBOE.

- A. Worker's Compensation Insurance – Synovia shall maintain during the term of this Agreement all such worker's compensation insurance required by the laws of North Carolina.
- B. Public Liability Insurance – Synovia shall maintain public liability insurance covering liability for bodily injury and property damage which may arise from his operations, contractual obligations, products and completed operations, as well as operations performed by independent contractors, in not less than the following amounts:
  - i. A combined single limit (CSL) of \$2,000,000 each occurrence, or
  - ii. A \$1,000,000 limit for Bodily Injury Liability, and \$1,000,000 limit for Property Damage Liability, and
  - iii. Commercial General Liability of \$1,000,000 per occurrence/\$1,000,000 aggregate.
  - iv. An occurrence form of policy will be required, and the certificate of insurance submitted by Synovia must be personally signed by a resident licensed agent of each of the companies listed on that form.
- C. Automobile Liability Insurance – Synovia shall maintain automobile liability insurance covering its liability for bodily injury and property damage which may arise from its operations, contractual obligations, products and completed operations, as well as operations performed by independent contractors, in not less than the following amounts:
  - i. A combined single limit (CSL) of \$1,000,000 occurrence, or
  - ii. A \$1,000,000 limit for Bodily Injury Liability, and \$1,000,000 limit for Property Damage Liability.
  - iii. An occurrence form of policy will be required, and the certificate of insurance submitted by the Synovia must be personally signed by a resident licensed agent of each of the companies listed on that form.
- D. Certificate of Insurance – Synovia shall furnish to the MCBOE a certificate of insurance reflecting that the required workmen's compensation, public liability insurance and automobile liability insurance are carried by Synovia. The certificate of insurance must state that it is issued to or at the request of the MCBOE. All insurance providers shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commission of Insurance of North Carolina
- E. Each insurance policy required by this Agreement shall name the "Montgomery County Board of Education" as an additional insured. No such policies shall be altered or canceled until after thirty (30) days written notice of such cancellations or alteration has been sent by certified mail to



12. **Taxes.** Synovia shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this Agreement.

13. **Monitoring and Auditing.** Synovia shall cooperate with the MCBOE, or with any other person or agency as directed by the MCBOE, in the monitoring, auditing, or investigating of activities related to this Agreement. Synovia shall permit the MCBOE to evaluate all activities conducted under this contract as dictated by the MCBOE. Synovia shall cooperate with any audits and shall provide auditors retained by the MCBOE with access to any records and files related to the provision of services under this Agreement, including but not limited to any electronic records. The MCBOE agrees that its auditors will maintain the confidentiality of any trade secrets of Synovia accessed during an audit conducted under this Agreement.

14. **Confidentiality of Montgomery County Board of Education Records and Data.** In the course of providing services under this Agreement, Synovia may, at the MCBOE's sole discretion, be given access to or acquire confidential student and/or personnel records or information protected as private under 20 U.S.C. § 1232g, N.C. Gen Stat. § 115C-402, N.C. Gen. Stat. §115C-319, N.C. Gen. Stat. § 115C-321, and/or other applicable laws. Synovia shall hold any such information in strict confidence and not to disclose it to third parties or use such information for any purpose other than providing the services outlined in this Agreement. Synovia shall at all times maintain the confidentiality of student and personnel records and information in accordance with all applicable state and federal laws. All confidential records shall be kept in a secure location and access by unauthorized persons shall be prevented. Synovia shall maintain an access log delineating the date, time, affiliation, and identity of any person who obtains access to any confidential records of the MCBOE that may be in the possession or under the control of Synovia. Synovia shall return any such records to the MCBOE immediately upon request and/or upon termination or expiration of this Agreement. All data and information provided by the MCBOE or obtained from the Hardware after installation on the MCBOE's vehicles shall remain at all times the property of the MCBOE.

15. **Sex Offender Registry Checks.** Synovia acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27 A of Chapter 14 of the General Statutes from knowingly being on the premises of any school in the State of North Carolina. This prohibition applies to persons required to register under Article 27 A who have committed any offense in Article 7 A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. Synovia shall conduct sex offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will provide services on the MCBOE property. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). It is noted that all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Synovia shall provide certification that the registry checks were conducted on each of its contractual personnel providing services under this Agreement prior to the commencement of such services. Synovia shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Synovia agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Synovia further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Synovia shall not assign any individual to provide services pursuant to this Agreement if said individual appears on any of the listed registries. Synovia agrees that

it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Synovia specifically acknowledges that the MCBOE retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement.

16. **Criminal Background Checks.** Synovia shall conduct criminal record and background checks on each of its employees who will perform services on the MCBOE property. Synovia shall provide documentation to the MCBOE that criminal record and background checks were conducted on each of its employees prior to assigning any such workers to provide services hereunder and shall not assign any worker to provide such services if (1) said worker has been convicted of a felony; (2) said worker has been convicted of any crime, whether misdemeanor or felony, involving violence, illegal drugs, or theft; or (3) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of the MCBOE's personnel or property. In addition, the MCBOE reserves the right to prohibit any personnel of Synovia from providing services under this Agreement if the MCBOE determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of the MCBOE's personnel or property.

17. **Alcohol, Drugs, and Tobacco.** The use of alcohol, illegal drugs, and tobacco on the MCBOE's property are strictly prohibited. Synovia's agents and employees shall not use, possess, sell, transfer, or be under the influence of illegal drugs or alcohol at any time while on school premises or at school-sponsored events. No individual who has ever, to Synovia's knowledge, admitted to, been convicted of, or tested positive for the sale, use, or possession of illegal drugs shall be assigned by Synovia to provide services pursuant to this Agreement. Synovia's employees providing services under this Agreement shall not report to duty under the influence of over-the-counter or prescription drugs if their ability to perform their job duties safely and responsibly is impaired. If any individual employee cannot perform services because of illness or other impairment, Synovia shall provide properly trained and qualified substitute personnel.

18. **Indemnification.** Synovia agrees to indemnify, defend, and hold harmless the MCBOE and its agents, employees, and insurers, against any and all claims, actions, payments, demands, costs, damages, loss or expense of any kind whatsoever resulting from or connected with any of Synovia's acts under this Agreement and/or the omission or commission of any act, lawful or unlawful, by Synovia, its agents and/or employees. The MCBOE shall not be liable in damages for business loss or other incidental, indirect, special, punitive or consequential damages of whatever kind or nature, regardless of the cause of such damage, claimed by Synovia.

19. **Intellectual Property Indemnity.** Synovia warrants that it has good and marketable title to all Products and any other materials that may be provided under this Agreement. Synovia will hold harmless, defend and indemnify the MCBOE from any and all liability, loss, costs, damage, judgment or expense (including reasonable attorney's fees) resulting from or arising in any way out of any such claims based upon, or the result of any breach of the warranties contained in this section. To avoid infringement, Synovia may modify or substitute an equivalent Product or refund any payments for the Product.

20. **Relationship of Parties.** Throughout the term of this Agreement, Synovia shall be an independent contractor of the MCBOE, and nothing herein shall be construed as creating a partnership or joint venture between the parties. Nor shall any employee of the Synovia be construed as an employee, agent or principal of MCBOE.

21. **Rights of Third Parties.** Nothing in this Agreement shall be construed to create any right or remedy on the part of third parties.

22. **Notice.** Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

**MCBOE:** Montgomery County Board of Education  
Address:  
Address:  
City, State, Zip:  
Fax:  
Attn:

**Synovia:** Synovia Solutions LLC  
9330 Priority Way West Drive  
Indianapolis, IN 46240  
Fax: (317) 208-2202  
Attn: Jon King, CEO

23. **Compliance with Applicable Laws.** Synovia shall comply with all applicable laws and regulations in providing services under this Agreement. Synovia specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Agreement. Synovia shall not employ any individuals to provide services to the MCBOE who are not authorized by federal law to work in the United States.

24. **Applicable MCBOE Policies.** Synovia agrees that its agents and employees shall abide by any and all relevant MCBOE policies, MCBOE procedures and directives of MCBOE's administration while on MCBOE's property. Synovia acknowledges that all MCBOE policies are publicly available on the MCBOE's website and warrants that it will adhere to and follow all such policies that apply to Synovia. Failure to comply with the MCBOE's policies shall be a material breach of this Agreement. The MCBOE shall maintain full, final, and plenary authority to grant, deny, or restrict Synovia, its agents or employees' access to school premises. Nothing in this Agreement shall be construed to create any right of access to school facilities or school-sponsored events on the part of Synovia, its agents, or employees, and the MCBOE expressly reserves the right to deny or restrict Synovia, its agents, or employees access, on a temporary or permanent basis, to any school facility, with or without cause, at any time, and without prior notice to Synovia. The decision to deny access to Synovia to any school facility or school-sponsored event shall be final and not subject to appeal. The MCBOE shall not incur any liability to Synovia for denying or restricting access to school premises or school-sponsored events, with or without cause, and Synovia expressly waives the right to challenge any such a denial or restriction of access in any judicial or administrative action.

25. **Branding and Marketing.** Synovia shall not use any MCBOE's branding, or refer to the MCBOE on

marketing or recruitment materials, without MCBOE's advanced written approval.

26. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together, shall constitute one single agreement between the parties hereto.

27. **Waiver.** No delay or omission by either party hereto to exercise any right or power hereunder shall be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein. All remedies provided for in this Agreement shall be cumulative and, in addition to any remedies available to either party at law, in equity or otherwise.

28. **Assignment.** Except for assignment by Synovia to a parent, subsidiary, or affiliate of Synovia, or an assignment of the payments for this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment and notice to MCBOE: (a) Synovia may, without the MCBOE's prior written consent, release to the proposed assignee information it has about the MCBOE related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Synovia hereunder; (c) the assignee will continue to look to Synovia for performance of Synovia's obligations, including the provision of maintenance and support services; (d) MCBOE waives and releases the assignee from any claim relating to or arising from the performance of Synovia's obligations hereunder; and (e) MCBOE will remit payments in accordance with instructions of the assignee. In the event of an assignment, MCBOE's recourse will remain against Synovia and MCBOE will continue to make payments to the Assignee. Assignee shall bear no responsibility for any personal property or other taxes on the products or services provided under this Agreement

29. **Agreement Modifications.** This contract may be amended only by written amendments duly executed by and between MCBOE and the Synovia.

30. **North Carolina Law.** North Carolina law will govern the interpretation and construction of the Agreement. Any litigation arising out of this Agreement shall be filed, if at all, in a court or administrative tribunal of competent jurisdiction located in the State of North Carolina.

31. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement. This document, along with its attached exhibits, supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. The following exhibits are attached to and made a part of this Agreement:

Exhibit 1: Delivery, Installation and Acceptance Certificate

Exhibit 2: Payment Schedule

32. **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

[Remainder of page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

**MONTGOMERY COUNTY  
BOARD OF EDUCATION**

**SYNOVIA SOLUTIONS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Type Name & Title Here

Jon King, CEO  
Type Name & Title Here

Attest: \_\_\_\_\_

North Carolina

Montgomery County

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, Indiana, do hereby certify that \_\_\_\_\_, a member of Synovia Solutions LLC personally appeared before me this day and acknowledged that he as a member, being authorized to do so, executed the foregoing instrument on behalf of the company.

Date: \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

*(Official Seal)*

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of finance officer)

# EXHIBIT 1

## CERTIFICATE OF ACCEPTANCE

The undersigned, as MCBOE under the Lease Agreement (the "Agreement") # \_\_\_\_\_, dated as of \_\_\_\_\_, 2013, with Synovia Solutions, LLC ("Synovia"), hereby Certifies:

1. The equipment, as such term is defined in the Agreement, has been delivered and installed at the following location in the State of North Carolina.

### Enter Address Information

441 Page St
Troy, NC 27371

2. The following is the description of equipment for Lease Agreement No. \_\_\_\_\_. Upon receipt of this Certificate Of Acceptance from Montgomery County Board of Education, Synovia Solutions, LLC will provide Assignee a complete list of serial numbers for all equipment listed within this description of equipment. The list of serial numbers will hereby be made a part of the Lease Agreement, Lease Agreement # \_\_\_\_\_

Quantity	Equipment Description
77	LMU4200 GPS Unit- CDMA, Permanent Mount Antennas, Wiring Harnesses
10	Operator Panels with Wiring Harnesses
1	Silverlining Core GPS Software
1	Comparative Analysis Software with TIMS Data
1	Time & Attendance Software with Export to Payroll System

3. Montgomery County Board of Education has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes on the date indicated below. The equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Agreement. Consequently, the Assignee is hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders, for the same.

4. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

5. Montgomery County Board of Education acknowledges that any Assignee is neither the vendor, distributor, nor manufacturer of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

6. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Agreement in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to Synovia for recourse.

Montgomery County Board of Education confirms that the Commencement Date of the Agreement is as of the date hereof, and it will commence payments pursuant to the Agreement, in accordance with the Exhibit 2 attached hereto.

### Montgomery County Board of Education

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013

## EXHIBIT 2 PAYMENT SCHEDULE

Lease # :	_____	Lessee:	Montgomery County Board of Education
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Frequency:	Five (5) Years, Payment Number One (1) Of Sixty (60) Monthly Payments Is Due Thirty (30) Days After Acceptance And The Remaining Fifty-Nine (59) Payments Are Due Monthly Thereafter On The Same Day Until All Sixty (60) Monthly Payments Have Been Paid In Full.
Payment State Date:	_____, 2013

Lease Payment		Lease Payment	
Lease Month		Lease Month	
1	\$2,702	36	\$2,702
2	\$2,702	37	\$2,702
3	\$2,702	38	\$2,702
4	\$2,702	39	\$2,702
5	\$2,702	40	\$2,702
6	\$2,702	41	\$2,702
7	\$2,702	42	\$2,702
8	\$2,702	43	\$2,702
9	\$2,702	44	\$2,702
10	\$2,702	45	\$2,702
11	\$2,702	46	\$2,702
12	\$2,702	47	\$2,702
13	\$2,702	48	\$2,702
14	\$2,702	49	\$2,702
15	\$2,702	50	\$2,702
16	\$2,702	51	\$2,702
17	\$2,702	52	\$2,702
18	\$2,702	53	\$2,702
19	\$2,702	54	\$2,702
20	\$2,702	55	\$2,702
21	\$2,702	56	\$2,702
22	\$2,702	57	\$2,702
23	\$2,702	58	\$2,702
24	\$2,702	59	\$2,702
25	\$2,702	60	\$2,702
26	\$2,702		
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29	\$2,702		
30	\$2,702		
31	\$2,702		
32	\$2,702		
33	\$2,702		
34	\$2,702		
35	\$2,702		

Lessee:	Montgomery County Board of Education
Signature:	
By:	
Title:	