

Colchester School Board

Meeting Agenda and Packet

November 5, 2019

**Colchester School District
Board of Education Meeting Agenda
Colchester High School – Media Center
November 19, 2019
7:00 P.M.**

AGENDA

- | | |
|---|----------------------|
| I. Call to Order and Pledge of Allegiance | |
| II. Citizens Participation* | |
| III. Report from Building Principals | Informational |
| IV. Decision on Second Solar Project | Action |
| V. Annual School Report: Colchester High School | Informational |
| VI. FY'21 Budget Presentation and Discussion | Informational |
| VII. Second and Final Reading of Reporting Suspected Child Abuse or Neglect: F10 | Action |
| VIII. Second and Final Reading of Annual School Report Policy: H6 | Action |
| IX. Second and Final Reading of Board Relations with School Employees Policy: C5 | Action |
| X. Approval of Personnel Consent Agenda | Action |
| XI. Approval of Meeting Minutes: November 5, 2019 (Work Session) | Action |
| XII. Approval of Meeting Minutes: November 5, 2019 (General Session) | Action |
| XIII. Board/Administration Communication, Correspondence, Committee Reports | Information |
| XIV. Future Agenda Items | Information |
| XV. Adjournment | |

On the Third Tuesday of Each Month*

During the meeting, the school board will review the top questions and themes submitted to them via email to SchoolBoard@colchestersd.org. Note: All submissions must be received before noon on the third Tuesday of every month.

GROUP NET METERING AGREEMENT

This Group Net Metering Agreement (this "Agreement") is made as of the ___ day of _____, 20__ (the "Effective Date").

BY AND BETWEEN

"System Owner"

Name: Vernon West Road II GLC Solar, LLC
Address: PO Box 658, Waterbury, VT 05676
Attn: Luke Shullenberger
E-Mail plans@greenlanterndevelopment.com
Telephone: 802-244-1658

AND

"Customer"

Name: Colchester School District
Address: PO Box 27, 125 Laker Lane, Colchester, VT 05446
Attn: George Trieb, Jr., Business and Operations Manager
E-Mail: George.trieb@colchestersd.org
Telephone: 802-264-5979

Background

1. System Owner intends to construct a net metered photovoltaic electricity generating facility (the "System") with an estimated capacity of 500 kW (DC) 750 kW (AC). The System is described in further detail on Exhibit "A" hereto.

Check one: X The System Site is not owned by Customer.

 The System Site is owned by Customer, and System Owner intends to enter into a Lease.

2. System Owner has or intends to petition the Vermont Public Service Board for a Certificate of Public Good to construct, install and operate the System as a group net-metering system pursuant to Vermont Public Utility Commission Rule 5.100 and 30 V.S.A. § 248.

3. System Owner estimates that the System will be installed on or before August 1, 2020_(the "Estimated Commissioning Date").

4. The Customer is a customer of Green Mountain Power Corp. (the "Utility") and desires to combine electric meters with System Owner to join the net metering group associated with the System to offset and reduce Customer's Utility billing and charges (the "Group").

5. Following the installation of the System, the Utility will allocate credits for the kilowatt hours of electricity output generated by the System to the designated electric meters of the members of the Group (each, a “Group Member”) pursuant to allocation instructions provided to the Utility. The Customer Meters and Utility accounts and instructions for allocating Output from the System to such Customer Meters and accounts are set forth on Exhibit “C” hereto. Each kilowatt hour of electricity from the System allocated to a designated electric meter of a Group Member will result in corresponding monetary bill credits being applied to the Utility bills. The monetary credits for each kilowatt hour of Output will reduce charges for such meter related to electricity usage, meter fees and other charges or fees for such meter during any applicable Utility billing period (such monetary credits attributable to the Output of the System, collectively, “Net Metering Credits”).

6. The Customer desires to engage the services of the System Owner, become a Group Member, and receive the benefits of Net Metering Credits attributable to the Output of the System pursuant to the terms and conditions set forth in this Agreement.

N O W, T H E R E F O R E ,

In consideration of the promises and the mutual covenants and agreements herein set forth, the Parties hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the following meanings:

“Administrator” means the administrator and designated person (as defined in Vermont Public Utility Commission Rule 5.100) of the Group.

“Agreement” has the meaning given to such term in the introductory paragraph of this Agreement.

“Conditional Early Termination Date” means June 1, 2020 as further defined in Section 4 (b).

“Certificate of Public Good” means a Certificate of Public Good to construct and install the System and operate the System as a group net-metering system pursuant to Public Utility Commission Rule 5.100 30 V.S.A. § 248..

“Customer” means the Person listed as the “Customer” in the introductory paragraph of this Agreement.

“Customer Meters” means all of the Customer’s electricity Meters with the Utility listed in Exhibit “C”, as amended from time to time by the Administrator.

“Construction Preconditions” has the meaning set forth in Section 4(b).

“Dispute” has the meaning set forth in Section 27.

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Environmental Credits” means any and all mandatory or voluntary federal, state or local renewable energy certificates or emissions credits, rebates, subsidies, incentive payments or any other green tags, tax credits, grants or other benefits or incentives related to the environmental characteristics of the System, whether related to any renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the date hereof of enacted thereafter.

“Estimated Commissioning Date” has the meaning set forth in paragraph 3 of the Background Section of this Agreement.

“Estimated Year One Output” means the System Owner’s estimate set forth on Exhibit “A” to this Agreement of the future Output of the System for the twelve (12) month period beginning on the Service Commencement Date.

“Expiration Date” means the twenty (20) year anniversary of the Service Commencement Date.

“Financial Closing” has the meaning set forth in Section 14(b)(i)(A)(3).

“Financing Source” or “Financing Sources” means, either in the singular or collectively, as applicable, the persons or entities lending money, extending credit or providing debt, equity or lease financing for or secured by the System and any trustee or agent acting on any such person or entity’s behalf.

“Force Majeure Event” has the meaning set forth in Section 12(b).

“Group” has the meaning set forth in paragraph 4 of the Background Section of this Agreement.

“Group Member” has the meaning set forth in paragraph 5 of the Background section of this Agreement.

“Group Net Metering Arrangement” means an agreement between one or more electric utility customers, located within the same service territory, to combine multiple electricity meters in order to share and allocate electricity generated by a qualified renewable-generation facility.

“kWh” means a kilowatt hour of electricity.

“Lease” has the meaning set forth in Section 12(a)(iii)(D).

“Meters” means each of the electric meters of the members of the Group to which credit for electricity generated by the System may be allocated from time to time, including each of the electricity meters listed in Exhibit “C” hereto.

“Net Metering Credits” has the meaning set forth in paragraph 5 of the Background section of this Agreement.

“Net Metering Credit Value” means, for each kWh of Output allocated to a Customer Meter: (a) the monetary value of any bill credits applied to the Utility bills for such Meter or against the charges in such Utility bill on account of such kWh of Output, plus (b) the monetary value of any other economic benefits realized, credited, allocated, offset or otherwise applied by the Utility to the electricity usage, Utility bills, accounts, charges or fees for such Customer Meter on account of such kWh of Output, including any credits allocated to such Customer Meter in excess of the charges or usage for such Customer Meter during any applicable billing period.

“Non-Delivery Period” has the meaning set forth in Section 12(a)(i).

“Notice” has the meaning set forth in Section 18.

“Output” means electricity produced by the System, measured in kWh, that is delivered to the Utility and for which corresponding Net Metering Credit Value is allocated or otherwise credited or applied by the Utility to the electricity usage or charges for one or more Customer Meters.

“Party” means System Owner or Customer, as applicable, and “Parties” means System Owner and Customer.

“Payment Date” has the meaning set forth in Section 7(b).

“Permits” has the meaning set forth in Section 4(a).

“Person” means any natural person, partnership, trust, estate, association, corporation, limited liability company, nonprofit corporation, governmental authority or agency or any other individual or entity.

“Regulatory Event” has the meaning set forth in Section 21.

“Renewable Energy Credits” or “RECs” means the property rights to the environmental, social, and other non-power qualities of renewable electricity generation. The source of this definition is the US EPA.

“Services” means any and all of the services provided by the System Owner to the Customer pursuant to this Agreement, including admitting the Customer as a Group Member, administration of the Group Net Metering Arrangement contemplated hereby, and the allocation of Net Metering Credits to the Customer Meters.

“Service Commencement Date” means the first date on which the System actually delivers Output to the Utility, which subsequently results in Net Metering Credits for such Output being allocated by the Utility to Customer’s electricity bills.

“Service Price” is defined in Exhibit “B” to this Agreement.

“System” has the meaning given to such term in paragraph 1 of the Background of this Agreement, as further described on Exhibit “A”.

“System Owner” the Person listed as the “System Owner” in the introductory paragraph of this Agreement.

“Utility” has the meaning set forth in paragraph 4 of the Background Section of this Agreement.

In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include the other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and other modifications to such instruments, and references to Persons include their respective successors and permitted assigns.

Section 2. **Group Net Metering Agreement.** This Agreement creates an obligation by the Customer to pay System Owner for the Net Metering Credits attributable to electricity generated by the System and allocated to the Customer Meters in accordance with the Allocation Instructions.

Section 3. **Administrator and Designated Person.** System Owner shall have the right to designate, from time to time, the Administrator for the Group.

Section 4. **Permits and Approvals; Conditions.**

(a) **Permits and Approvals.** System Owner shall, in good faith and diligently, endeavor to obtain all permits and approvals required for the construction, installation, start-up and operation of the System, including the Certificate of Public Good (collectively, “Permits”), and to complete the commissioning of the System on or before the Estimated Commissioning Date. All costs and expenses of obtaining any Permits, including all costs, fees and expenses for professional services, shall be the sole responsibility of System Owner.

(b) **Construction Preconditions.** Notwithstanding the foregoing, System Owner shall have no obligation to proceed with construction and installation of the System, unless the following conditions precedent (collectively, the “Construction Preconditions”) have been satisfied or waived by System Owner on or prior to the Conditional Early Termination Date:

- (i) System Owner shall have obtained all Permits that the System Owner deems necessary or desirable, each in form and substance satisfactory to the System Owner: (A) for the construction and installation of the System, (B) for the provision of Services to the Customer under this Agreement, and (C) for the Net Metering Arrangement contemplated hereby, and all such approvals, permits, licenses and authorizations shall be in force and effect.

- (ii) System Owner shall have obtained any necessary easements, leases, licenses, consents and approvals and real property and other rights necessary or desirable for the construction, installation, operation and maintenance of the System.
- (iii) System Owner shall have obtained all funding and financing commitments for the System from one or more Financing Sources on terms acceptable to System Owner, in its sole discretion.

(c) Service Commencement Date. System Owner shall notify Customer of the Service Commencement Date within 10 business days of its occurrence.

Section 5. **Allocation Instructions.** On or before the Service Commencement Date, System Owner shall instruct the Utility to allocate credit for the Output of the System to the Customer Meters in accordance with the allocation instructions attached hereto as Exhibit "C" (the "Allocation Instructions"). System Owner and Customer acknowledge that adjustments to the Allocation Instructions may become necessary or desirable from time to time on account of changes in rate schedules and electricity usage as between the Customer Meters. System Owner and Customer shall cooperate in good faith to identify the optimum allocation of the Output of the System, which maximizes the net savings and benefits realized by Customer and the amount of the Service Price payable to System Owner hereunder.

Section 6. **System Output.** Customer acknowledges and agrees that: (i) the Output from the System will vary from time to time; (ii) System Owner provides no warranty or guarantee of any particular level of Output of the System; (iii) during any Utility billing period during the term of this Agreement, Customer's Utility charges for the Customer Meters may exceed the Net Metering Credits attributable to Output of the System for such billing period (for example, if Customer's electricity usage exceeds the Output of the System); (iv) Customer is solely responsible for paying any and all Utility charges in excess of the Net Metering Credits allocated to Customer; and (v) System Owner is not a utility or an electricity provider and does not assume any regulatory or statutory obligations of a utility or electricity provider.

Section 7. **Service Price; Billing and Payment.**

(a) Service Price. Customer agrees to pay System Owner the Service Price for the Net Metering Credits as set forth on Exhibit "B" hereto.

(b) Billing and Payment. System Owner shall bill the Customer monthly for the Service Price. All payments under this Section 7 shall be due and payable within thirty (30) days of the Customer's receipt of an invoice from the System Owner (the "Payment Date").

(c) Late Payment Charge. If the System Owner does not receive payment in full within thirty (30) business days after the Payment Date, then the System Owner shall have the right to impose a late payment charge of the lesser of one percent (1%) per month, or the maximum rate allowed by law, upon the unpaid balance, including any prior unpaid late payment charges. In the event that the last day that a payment must be so made falls on a weekend or state or federal holiday, the payment shall be due on the next business day. The late payment charge shall be assessed on such unpaid balance once each month after it is initially imposed on an unpaid balance, until such balance is paid.

Section 8. **Ownership of the System.** Nothing in this Agreement shall have the effect of passing to the Customer or any other Person any right, title or interest in or to the System or any electric energy, mandatory or voluntary federal, state or local renewable energy rebates, subsidies, incentive payments, tax credits, grants or other monetary benefits or incentives related to the System, all of which shall be the sole property of the System Owner and its affiliates and assigns, as applicable.

Section 9. **Ownership of Renewable Energy Credits.** All Renewable Energy Credits generated or otherwise attributable to the Output allocated to the Customer Meters shall be the property of the Party selected below as the owner of the Renewable Energy Credits (the "REC Owner"): (*check one only*)

X **Utility (Green Mountain Power Corp.)**

___ System Owner

Section 10. **Covenants.**

(a) **Reports.** If requested by System Owner, Customer shall provide System Owner with copies of all Utility bills and invoices received by the Customer from the Utility with respect to the Customer Meters and the allocation of any net Metering Credits thereto. To the extent such bills and invoices are available from the Utility via an electronic platform, Customer may satisfy its obligations under this Section 10 by giving the System Owner access to such online information. Customer shall cooperate with System Owner to obtain monthly reports from the Utility explaining how the System's electric output and Net Metering Credits were allocated among the Customer Meters, how such Net Metering Credits were valued by the Utility, and if there are excess Net Metering Credits available for use in future months.

(b) **Exclusivity.** Without the prior written consent of the System Owner, the Customer shall not enter into a Group Net Metering Arrangement with any person or entity, other than System Owner, during the Term with respect to any Customer Meter or connect any individual net metering system to a Customer Meter.

(c) **Utility.** Customer shall remain a customer of the Utility in good standing at all times during the Term hereof. Customer shall not take any action to cause any Customer Meter to be disconnected or removed from the Utility's service without obtaining System Owner's prior written consent, which shall not be unreasonably withheld if Customer designates one or more replacement meters on the same rate schedule and with substantially similar usage within the same Utility service territory to be added to Exhibit "C" hereto as a Customer Meter.

(d) **Further Assurances.** Customer, from time to time, on written request of System Owner, shall perform such further acts, including execution of documents, as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Agreement, provided that such acts shall not be inconsistent with this Agreement or any law or regulatory approvals pertaining to the subject matter hereof.

(e) **Authorization.** System Owner and the Administrator are hereby authorized to make any filings and submissions to the Utility and any applicable regulatory bodies, individually or on behalf of the Group or any Group Member, as may be necessary from time to time to carry out the terms of this Agreement.

Section 11. **Representations and Warranties.**

(a) The Customer hereby represents and warrants to System Owner as follows:

- (i) **Binding Obligation.** This Agreement has been duly authorized by all necessary action of Customer, and constitutes a legal, valid and binding obligation of the Customer, enforceable against Customer in accordance with the terms hereof.
- (ii) Customer further represents and warrants to System Owner that Customer is a customer of the Utility in good standing and each of the Customer Meters is subject to the Utility rate class indicated opposite such Customer Meter on Exhibit "C" hereto.

(b) System Owner hereby represents and warrants to the Customer as follows:

- (i) **Binding Obligation.** This Agreement has been duly authorized by all necessary action of System Owner, and constitutes a legal, valid and binding obligation of System Owner, enforceable against System Owner in accordance with the terms hereof.

- (ii) The System Site is located within the service territory of the Utility.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SYSTEM OWNER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SYSTEM OR THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN CONTRACT BETWEEN SYSTEM OWNER AND CUSTOMER, EXCEPT AS EXPRESSLY PROVIDED HEREIN. SYSTEM OWNER SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 12. **Events of Default.**

(a) The occurrence of any of the following events shall be an “Event of Default” with respect to the applicable Party under this Agreement:

- (i) With respect to the System Owner, if the System fails to provide any Output during any continuous one hundred eighty (180) day period starting after the Service Commencement Date (“Non-Delivery Period”); provided, however, that non-operation of the System for the duration of a Force Majeure Event (as defined in Section 12(b) below) or for any period during which Customer is in default hereunder shall not be used in calculating the Non-Delivery Period; and provided, further, that the System Owner’s failure to deliver Output following the Non-Delivery Period shall not be a default so long as the System Owner is working in good faith to restore operation, but in no event shall the non-delivery period extend more than three hundred sixty-five (365) days.
- (ii) With respect to the Customer, Customer fails to make any payment on the due date therefore, and such failure continues for a period of thirty (30) business days after the applicable due date.
- (iii) With respect to either Party:
 - (A) The other Party voluntarily or involuntarily files or has filed against it a bankruptcy or other similar petition (and in the event of an involuntary filing only, such involuntary bankruptcy petition continues un-dismissed for a period of sixty (60) days after the filing thereof).
 - (B) The other Party breaches or fails to perform any material covenant, agreement or obligation set forth in this Agreement or any other Agreement of the Parties appended hereto or the other Party makes any misrepresentation or breaches any material representation or warranty contained herein, and such breach, failure or misrepresentation remains uncured ninety (90) days or more after the Party claiming default provides written notice to the other Party, specifying the provision pursuant to which the alleged default has occurred. The Party accused of default shall have ninety (90) days from the date of the notice to cure the default. In the event that the defaulting Party shall fail to cure the default within ninety (90) days, the non-defaulting Party shall be entitled to send a notice of termination of this Agreement to the defaulting Party and shall be entitled to pursue any and all remedies available at law or in equity.
 - (C) System Owner ceases to hold any Permit required for the Group Net Metering Arrangement contemplated hereby or for the lawful construction or operation of the System that results in a lack of legal rights on the part of the System Owner or the System to continue to operate; provided, however, that the foregoing shall not result in an Event of Default if, (1) such Permit is no longer required at such time, or (2) System Owner, within 30 days after becoming aware of such suspension,

revocation or cancellation, commences and diligently pursues efforts to obtain a replacement of such Permit.

- (D) If System Owner and the Customer are parties to a land lease agreement whereby the Customer leases the System Site to the System Owner (the "Lease"), the termination of the Lease or the occurrence of an Event of Default (as defined in the Lease), continuing beyond all applicable notice and cure periods, with respect to the other Party.

(b) Force Majeure. Neither System Owner nor Customer shall be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event (as defined below). Notwithstanding any provision herein to the contrary, Customer shall only be obligated to make payments for the Output and Net Metering Credits actually allocated to the Customer under this Agreement for any period during which the System Owner or Customer experiences a Force Majeure Event. A "Force Majeure Event" means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of due diligence, cannot be prevented, avoided or removed by such Party, (ii) such event is not due to such Party's negligence or intentional misconduct, (iii) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement, (iv) such Party has taken reasonable steps to mitigate the consequences and effects of such event, and (v) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes, other than strikes or labor disputes solely by employees of the Party declaring the Force Majeure Event or as a result of such Party's failure to comply with a collective bargaining agreement; adverse weather conditions and other acts of nature; earthquakes; war, acts of terrorism, riots or civil unrest; provided, that Force Majeure Events shall not include any inability to make any payments that are due hereunder or to any third party or to procure insurance required to be procured hereunder.

Section 13. Financing Source Cure Rights Upon System Owner Event of Default. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of an Event of Default as to System Owner, or any event that with notice the passage of time or both would constitute or be reasonably likely to result in an Event of Default:

(a) A Financing Source, as collateral assignee, shall be entitled to exercise, in the place and stead of System Owner, any and all rights and remedies of System Owner under this Agreement in accordance with the terms of this Agreement. A Financing Source shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) A Financing Source shall have the right, but not the obligation, to pay all sums due by System Owner under this Agreement and to perform any other act, duty or obligation required of System Owner thereunder or cause to be cured any Event of Default of System Owner thereunder in the time and manner provided by the terms of this Agreement. Financing Source will not be required, but will have the option, to cure any default or Event of Default of System Owner under this Agreement or to perform any act, duty or obligation of System Owner under this Agreement.

(c) Upon a Financing Source's exercise of remedies pursuant to any security interest in the System, including any sale of the System by such Financing Source, or any conveyance from System Owner to a Financing Source (or any assignee of such Financing Source) in lieu of such Financing Source's exercise of its remedies, the Financing Source will give notice to Customer of the transferee or assignee of this Agreement. Any such exercise of remedies or conveyance shall not constitute an Event of Default under this Agreement.

(d) In the event of any rejection or other termination of this Agreement under the United States Bankruptcy Code, at the request of the Financing Source made within one hundred twenty (120) days of such termination or rejection, Customer will enter into a new agreement with the Financing Source or its assignee having substantially the same terms and conditions as this Agreement.

(e) If the Financing Source or its assignee, pursuant to an exercise of remedies by the Financing Source, shall acquire title to or control of System Owner's assets related to the System and shall, within the later of the time periods described in Section 12(a) or thirty (30) days after such exercise of remedies, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person, then System Owner, the Financing Source or its assignee shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

Section 14. **Term and Termination.**

(a) **Term.** This Agreement will have a term beginning on the Effective Date and ending on the Expiration Date, or until the earlier termination of this Agreement pursuant to this Section 14 (the "**Term**"). If the Parties agree, the Term may be extended by two additional five (5) year periods.

(b) **Early Termination.**

(i) **System Owner Termination Rights.** System Owner shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Customer:

(A) If, despite System Owner's commercially reasonable efforts, on or prior to the Conditional Early Termination Date of the System:

- (1) The Construction Preconditions are not satisfied or waived by System Owner;
- (2) System Owner has not obtained an executable interconnection agreement from the Utility for the System on terms and conditions reasonably satisfactory to System Owner or the costs of interconnecting the System to the Utility's distribution system would make construction or operation of the System infeasible or not economically viable, as determined in System Owner's sole discretion;
- (3) System Owner is unable to reach Financial Closing for the financing of the construction or operation of the System. For purposes of this Agreement, "**Financial Closing**" shall mean the execution of financing documents with a lender providing for the construction financing or permanent financing of the System, on terms and conditions satisfactory to System Owner, in System Owner's sole discretion, and the fulfillment of all conditions precedent to the initial availability of funds thereunder; or
- (4) System Owner reasonably determines that the requirements of the Permits required to construct or operate the System would make construction or operation of the System infeasible or uneconomic.

(B) If, prior to the Service Commencement Date, System Owner reasonably determines that: (i) there exist System Site conditions (including environmental conditions) or construction requirements that were not known by System Owner as of the Effective Date and that could materially increase the cost of the development or construction of the System or materially and adversely affect the electricity production from the System as designed, (ii) there has been a material adverse change in the rights of System Owner to construct or operate the System; or (iii) there are easements, covenants, conditions or restrictions or other liens or

encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(C) If the Service Commencement Date does not occur within One Hundred Eighty (180) days after the Estimated Commissioning Date.

(ii) *Customer Termination Rights.* If the Service Commencement Date does not occur within One Hundred Eighty (180) days after the Estimated Commissioning Date, then the Customer shall have the option to terminate this Agreement upon thirty (30) days prior written notice to the System Owner if such condition is not satisfied, waived, or cured prior to the expiration of such 30 day notice period; provided that the Agreement shall not terminate if during such 30 day notice period the parties reach an agreement to continue the Agreement, or the System Owner provides Customer with reasonable assurance, in form and substance satisfactory to Customer, that it will achieve commercial operations for the System within a reasonable period of time and that such delay in achieving commercial operations will not materially adversely impact Customer compared to the position they would have been in had this termination right not arisen.

(iii) Subject to the Financing Source rights set forth in Section 13 hereof, upon the occurrence and during the continuation of any Event of Default hereunder, and subject to all applicable notice and cure periods, the non-defaulting Party shall have the option, but not the obligation, to terminate this Agreement upon providing written notice of termination to the defaulting Party.

(c) All payment obligations of Customer, and all rights and remedies of the Parties hereto arising prior to the termination of this Agreement shall survive the termination thereof.

Section 15. **Assignment by Customer.** The Customer may not assign or transfer this Agreement to any other another person or entity without System Owner's prior written consent, and any attempted assignment or transfer without such consent shall be void.

Section 16. **Assignment by System Owner and Cooperation in Financing.** Upon written notice to Customer, System Owner may assign this Agreement to a wholly-owned project company without the consent of the Customer. Customer shall reasonably cooperate with System Owner's efforts to obtain financing for the System, and hereby consents to the collateral assignment of this Agreement to any Financing Source of System Owner. Customer agrees to provide such other ordinary and reasonable acknowledgments and certifications in respect of this Agreement as may be reasonably requested from it by any actual or potential Financing Source, provided, however, that System Owner shall pay or reimburse Customer for all reasonable costs incurred by Customer in connection with such cooperation, including reasonable attorney's fees; and further, provided, that in no event shall Customer be required to sign or otherwise deliver any consent or agreement that modifies or alters the terms of this Agreement or the rights and obligations of the Parties hereunder. System Owner may assign or transfer its interest, rights and obligations and collaterally assign to Financing Sources all or any part of System Owner's rights, interests or obligations under this Agreement. Customer agrees and acknowledges that any such Financing Sources shall have the right to enforce all provisions herein as an intended third-party beneficiary.

Section 17. **Limitation of Liability.** Each Party agrees to waive any claim or right against the other for indirect, incidental, consequential or punitive damages, other than as a result of, or to the extent arising out of, personal injury, death, intentional misconduct or third party claims (to the extent such damages are awarded to any such third party). Neither Party shall be liable to the other for or, as a result of, any proceeding in which rates are reviewed or established for either Party by the Vermont Public Service Board or similarly authorized entity. In no event shall any officer, member, manager, employee or owner of the System Owner be liable under this Agreement or otherwise in the event the System fails to generate electricity or output at any time, if System Owner fails to maintain any necessary license, permit or government approval, or for any error or omission in any filing or instructions submitted by or on behalf of System Owner, the Administrator or the Group Net Metering Arrangement to the Utility or any governmental entity.

Section 18. **Notices.** All notices, requests, demands, claims and other communications (each, a “Notice”) hereunder shall be in writing, addressed to the intended recipient as set forth on the first page of this Agreement, or to such other person or address as the Party entitled to such Notice shall have specified by written notice to the other Party given in accordance with the provisions of this Section 18. Any such Notice shall be deemed duly given when received or delivery refused as evidenced by a certified mail return receipt.

Section 19. **Entire Agreement.** This Agreement, including the exhibits, schedules and attachments hereto, supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as set forth herein.

Section 20. **Amendment.** This Agreement may not be amended, waived or modified except by an instrument in writing executed by the Party against whom such amendment, waiver or modification is to be enforced.

Section 21. **Severability.** Any provision of this Agreement that is not essential to the purpose of this Agreement, or that is capable of being modified or replaced in a manner that gives effect to the original underlying intent of the Parties and to the intended economic benefits to the Parties in all material respect, that is declared or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed or rendered unlawful, invalid or unenforceable because of a statutory or regulatory change, including any order of the Vermont Public Service Board or any change in the Utility’s tariff (individually or collectively, such events are referred to as a “Regulatory Event”) will not otherwise affect the remaining lawful obligations that arise under this Agreement, and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the original underlying intent of the Parties and to the intended economic benefits to the Parties. If a Regulatory Event occurs, the Parties shall cooperate in good faith and use their best efforts to reform the Agreement in order to give effect to the original underlying intent of the Parties and to the intended economic benefits to the Parties, to the greatest extent reasonably practical.

Section 22. **Waiver of Rule of Construction.** The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other.

Section 23. **Fees and Expenses.** Each Party will bear its own fees and expenses incurred in connection with the preparation, negotiation and execution of this Agreement.

Section 24. **Effect of Agreement.** This Agreement shall not be construed as a contract of agency, partnership, joint venture, surety or guaranty. The Parties agree that this Agreement is, and shall be construed as, a service contract under Section 7701(e) of the Internal Revenue Code of 1986, as amended, and not a lease.

Section 25. **Choice of Law.** This Agreement shall be governed and construed in accordance with the internal laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

Section 26. **Jurisdiction.** Subject to Section 27, Customer and System Owner each hereby irrevocably consents to and submits to the personal jurisdiction of the state and federal courts sitting in the State of Vermont. Customer and System Owner acknowledge and agree that this Section 26 constitutes a voluntary and bargained-for agreement between the Parties. EACH OF SYSTEM OWNER AND CUSTOMER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT. SYSTEM OWNER AND CUSTOMER ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED

Section 27. **Mediation.** The Parties agree that any breach or dispute ("Dispute") arising out of this Agreement shall first be submitted to mediation for resolution. Mediation shall commence no later than thirty (30) days after submission of the Dispute, and shall be conducted in accordance with the then prevailing rules of the Mediation Procedures of the American Arbitration Association. In the event that the Dispute is not resolved in mediation within thirty (30) days of the commencement thereof, each Party may pursue any rights and remedies as each may have, whether hereunder or in law or at equity.

Section 28. **Confidentiality.** Service Provider acknowledges that any written or recorded information which is produced or acquired by Customer, including the Agreement, is a public record which is governed by the Vermont Public Records Act, 1 V.S.A. §§ 315-320. Service Provider acknowledges that public records are subject to disclosure upon request unless exempt from disclosure under the grounds set forth in the Public Records Act. Customer shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Public Records Act or otherwise, and will also be immune from liability for disclosure or release of information that may be a trade secret within the meaning of the Public Records Act. Without limiting the foregoing, Customer will provide Service Provider with reasonable notice of any request for the Agreement or related information; it is Service Provider's responsibility, if so desired, to seek protection from disclosure by a court of competent jurisdiction.

[**Signature Page Follows on Separate Page**]

IN WITNESS WHEREOF the Parties do hereby execute this Agreement as of the __ day of _____, 2018.

CUSTOMER:

Customer Name: Colchester School District

Witness

By: _____
Name of Signatory:
Title:

SYSTEM OWNER:

Owner Name: Vernon West Road GLC Solar, LLC

Witness

By: _____
Name of Signatory:
Title:

Exhibit “A”

Description of System

The System shall consist of an array of photovoltaic panels with an estimated aggregate facility-rated output of 500 kW (AC) with an aggregate panel wattage of 750 kW (DC). Final configuration of the System may be modified subject to special permit conditions or site conditions.

Estimated Year One Output:

For the twelve (12) month period beginning on the Service Commencement Date, System Owner estimates that the Output of the System that will be allocated to the Customer Meters will be 840,000 kWh. The System Owner estimates that the total electricity that will be generated by the System during such period will be 840,000 kWh (the “Estimated Year One Output”).

Exhibit “B”

Service Price

Net Metering Credits: For each kWh of Output allocated to a Customer Meter, Customer will receive a monetary Net Metering Credit on its Utility bill for such Customer Meter.

The Customer shall pay the System Owner a fee for the Net Metering Credits (the “Service Price”) equal to eighty-eight percent (88%) of the Net Metering Credit Value attributable to Output from the System that is allocated to the Customer Meters.

Invoicing: Service Provider shall issue Customer an invoice each month for the previous month’s System Output multiplied by the estimated Service Price. The System Output shall be measured by the System’s data acquisition and monitoring system.

On the annual anniversary of the Service Commencement Date, Service Provider and Customer shall conduct an audit of the Customer’s Meters and the actual Net Metering Credits applied to the Customer’s service accounts by the Utility. If the estimated Service Price paid by Customer to Service Provider for the 12 months then ended is more than 88% of the Net Metering Credits actually received by Customer from the Utility for that same period, Service Provider shall pay Customer the difference within 30 days of the determination. If the estimated Service Price paid by Customer to Service Provider for the 12 months then ended is less than 88% of the Net Metering Credits actually received by Customer from the Utility for that same period, Customer shall pay Service Provider the difference within 30 days of the determination.

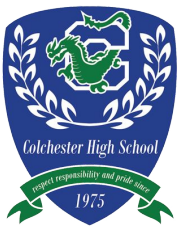
Exhibit “C”

Allocation Instructions

System Owner shall instruct the Utility to allocate credits for the kilowatt hours of electricity generated by the System each month to the Meters set forth below in the following order of priority until the monthly electricity usage, charges and fees for each Meter are fully offset and satisfied:

Customer Meters:

| Priority | Account Name | Account # | Meter # | Allocation % |
|-----------------|--|------------------|----------------|---------------------|
| 1 | Colchester School District – Middle School | | | X |
| 2 | Colchester School District – Elementary School | | | X |
| 3 | Colchester School District – High School | | | X |
| 4 | | | | |



COLCHESTER HIGH SCHOOL

SCHOOL REPORT 2019-2020

| CHS Enrollment | |
|----------------|------------|
| Grade | Enrollment |
| 9 | 180 |
| 10 | 162 |
| 11 | 167 |
| 12 (13) | 137 (9) |
| Total | 655 |

| Demographics | |
|---|-------------|
| Students on an IEP or 504 plan | 167 (25.5%) |
| Students receiving English Language (EL) services | 21 (3%) |
| Student receiving free and reduced lunch | 190 (29%) |



94%
Graduation Rate

| Post Secondary Plans | Graduating Class of 2019 |
|----------------------|--------------------------|
| 4 year college | 61% |
| 2 year college | 13% |
| Employment | 15% |
| Military | 3% |
| Other | 8% |
| Unknown | 0% |

| Technical Center Enrollment | 2019- 2020 |
|---|------------|
| Center for Technology Essex (CTE) | 35 |
| Burlington Technical Center (BTC) | 21 |
| Total CHS students in a technical program | 56 |

| Dual Enrollment | 2018-2019 |
|---------------------------------------|-----------|
| CCV | 59 |
| UVM | 19 |
| Total Courses taken by CHS'ers | 78 |

CHS students in Early College ('19-20)
7

Number of Online (VHS) courses taken ('18-19)
39

Number of students taking AP courses ('18-19)
153

Continuous Improvement Plan Highlights

Best Practices in Classroom Instruction

Proficiency Based Learning System

Fostering Resiliency and Supporting all Students

Equity Literacy

Strong School Community



COLCHESTER HIGH SCHOOL

SCHOOL REPORT 2019-2020

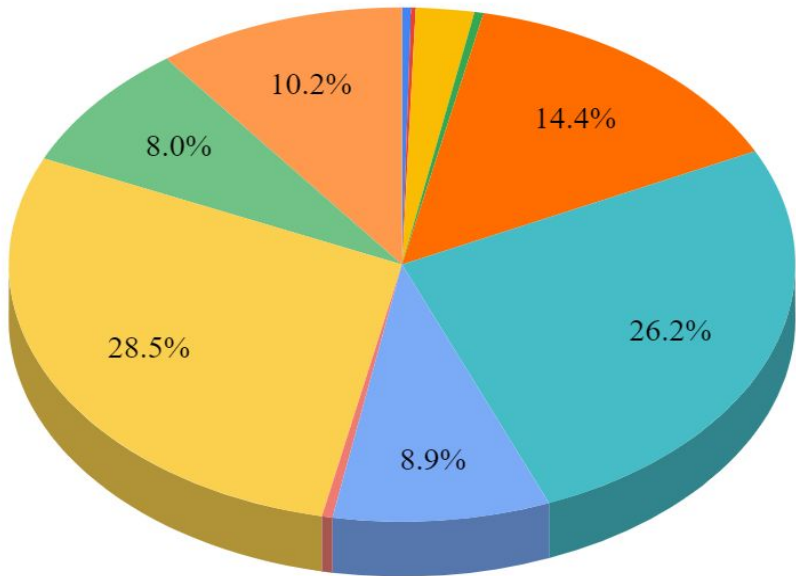
| 2018-2019 Standardized Testing Data | | |
|--|-----|-------|
| | CHS | State |
| SBAC ELA Grade 9 | 59 | 57 |
| SBAC Math Grade 9 | 43 | 35 |
| VTSA (Science) Grade 11 | 46 | 41 |

| Health Services 2018-2019 | | |
|---------------------------|-------|--------------|
| # CPT | # DCF | # First Call |
| 221 | 46 | 24 |

| | |
|---------------------------|--------------|
| In School Suspensions | |
| → | 76 total ISS |
| → | 63 students |
| Out of School Suspensions | |
| → | 57 total OSS |
| → | 42 students |

| Discipline Number of Incidents 2018-2019 | |
|---|----|
| Fighting: | 6 |
| Possession of weapon: | 3 |
| Use/Possession of Drugs, Alcohol, Tobacco: | 39 |
| Hazing Harassment, Bullying: | 6 |

Planning Room Activity 2018-2019



- Fighting
- Possession of weapon
- Use/Possession of Drugs, Alcohol, Tobacco
- Hazing/Harassment/Bullying
- Classroom Disruption
- Lack of cooperation
- Inappropriate behavior
- Vandalism
- Other: plagiarism, profanity, forgery, etc
- Class Cuts
- Disrespectful Behavior

COLCHESTER SCHOOL DISTRICT**POLICY: REPORTING SUSPECTED CHILD ABUSE OR NEGLECT****DATE ADOPTED:** DRAFT**POLICY STATEMENT**

It is the policy of the Colchester School District to ensure that all employees report suspected child abuse and/or neglect as required by law.

I. PURPOSE

The purpose of this policy is to protect children whose health and welfare may be jeopardized by abuse or neglect. It is further the purpose of this policy to make clear to all district employees and school officials that it is not their role to investigate, prove or disprove suspected abuse or neglect. Rather, it is the role of district employees to be faithful and timely reporters of suspected abuse or neglect so that allegations can be brought to the attention of objective, trained and experienced investigators. According to Chapter 49, Subchapter 2, of VSA Title 33, any school employee, physician, or concerned person who has reasonable cause to believe a child has been abused or neglected must report their suspicions regarding this abuse in accordance with the provisions of this statute. Also protected under this policy are vulnerable adults included in Chapter 69, Subchapter 1, of VSA Title 33 (Section 6902).

II. RELATIVE TERMS

- A. Mandatory Reporter** is any individual who is employed by the school district or who is contracted and paid by the school district to provide student services, including but not limited to any superintendent, principal, teacher, student teacher, librarian, school counselor, social worker, mental health professional, or school resource officer. Any mandated reporter who reasonably suspects abuse or neglect of a child shall report it to a building level administrator within 24 hours of the time the information regarding the suspected abuse or neglect was first received or observed. A Child Protection Team will be convened.
- B.** Each school will organize and maintain a **Child Protection Team (CPT)**. The CPT will include, but not be limited to, a building administrator, nurse, guidance counselor, the child's teacher and the reporting person if they are not a regular member of this team. Minutes of each CPT meeting will be taken and maintained in a confidential file within the school. The CPT's role is to determine if there is a reasonable cause for suspicion of abuse or neglect. If it is determined that one exists, a report will be made to the Department of Children and Families (DCF) within 24 hours. In reporting a case of suspected child abuse or neglect, district procedures do not negate any employee's right or responsibility to make an independent, confidential report to DCF. A Child Protection Team cannot substitute its judgment for that of the reporter. If the Child Protection Team does not make a report to DCF, any employee who has reasonable cause to believe that a

Last Reviewed: October 21, 2003
Date Warned: November 1, 2019
First Reading: November 5, 2019
Second Reading: November 19, 2019

child has been abused or neglected retains the right and responsibility to make such a report.

- C. **Suspected** means the school district employee reasonably believes abuse or neglect occurred. This does not mean that the employee must be convinced the abuse or neglect occurred. Further, the employee shall not refrain from making a report under this policy for the reason that there may be retaliation against the child because the employee has a confidential relationship with the child, or for any other reason no matter how well-intentioned.
- D. **Report** means an oral or written description of the suspected abuse or neglect. If the report is made orally, the reporter should note in writing the person to whom the report was made and when the report was made. That information should then be provided to the CPT.
- E. **Abused or neglected child** means a child under the age of eighteen whose physical or mental health, or welfare is harmed or at substantial risk of harm by the acts or omissions of the child's parent or other individual who may be responsible for the child's welfare (e.g. guardian, foster parent, stepparent, teacher, etc.), or in the case of sexual abuse, of any individual. Harm can be caused by physical injury or emotional maltreatment, by allowing such harm to occur, by failing to provide the child with adequate food, clothing, shelter or health care, or by abandonment of the child.
- F. **Sexual abuse** as defined by Title 33, Chapter 49 § 4912, means any act by a person involving sexual molestation or exploitation of a child including but not limited to incest, prostitution, rape, sodomy, or any lewd and lascivious conduct involving a child. Sexual abuse also includes the aiding, abetting, counseling, hiring, or procuring of a child to perform or participate in any photograph, motion picture, exhibition, show, representation, or other presentation which, in whole or in part, depicts sexual conduct, sexual excitement or sadomasochistic abuse involving a child.

III. IMPLEMENTATION

Any school district employee or school official shall report suspected child abuse or neglect to the building principal, or their designee, and then to DCF as required by state law. If the building principal or designee is the person suspected of child abuse or the person who suspects the abuse or neglect, the report shall be made to the superintendent of schools.

IV. TRAINING

Once each school year, all employees shall receive training in reporting suspected child abuse and neglect. Such training shall include assistance in recognizing the signs and symptoms of abuse and neglect.

V. ADDITIONAL INFORMATION AND RESOURCES

Those looking for additional information on mandated reporters should visit the Department of Children and Families (DCF) website at: <https://dcf.vermont.gov/>. To make a report, call DCF at (800) 649-5285, 24 hours a day – 7 days a week. If the child is in immediate danger, call 9-1-1 or your local police first, then call DCF to make a report.

COLCHESTER SCHOOL DISTRICT**POLICY: ANNUAL SCHOOL REPORT****DATE ADOPTED: DRAFT****POLICY STATEMENT**

It is the policy of the Colchester School District to develop and use the annual school report to communicate with the public about the effectiveness of educational programs and about how resources are utilized to improve student achievement. The annual report is intended to be an accountability instrument and a communication tool for delivering factual information broadly throughout the community and to initiate formal and informal opportunities for community members to become involved with their local schools.

Last Adopted: August 19, 2003
Date Warned: November 1, 2019
First Reading: November 5, 2019
Second Reading: November 19, 2019

COLCHESTER SCHOOL DISTRICT**POLICY: BOARD RELATIONS WITH SCHOOL EMPLOYEES****DATE ADOPTED: DRAFT****POLICY STATEMENT**

It is the policy of Colchester School District to encourage Colchester School Board interactions with school personnel while respecting appropriate reporting relationships.

I. SCHOOL BOARD MEETINGS

The board will request the superintendent to invite school personnel to school board meetings regularly to discuss student achievement relative to their programs.

II. RELATIONS WITH PRINCIPALS

The superintendent will develop guidelines for board relations with principals and other administrators. Those guidelines should take into account the following:

- A. The responsibility of the superintendent to direct the administration and coordination of educational programs in the district;
- B. The periodic need of board members for information most readily available from school principals; and
- C. The need to maintain a distinction between the administrative role of the principal and the policy making role of the board.

III. RELATIONS WITH SCHOOL STAFF

Board relations with staff shall adhere to the following:

- A. Individual board members will communicate with staff members on matters of board business only at the direction of the board as a whole.
- B. Staff participation in the development of educational and personnel policies will be encouraged and facilitated by the board.
- C. Board members will adhere to procedures required by board policy and Vermont law related to collective bargaining and teacher evaluation.

Last Adopted: August 19, 2003
Date Warned: November 1, 2019
First Reading: November 5, 2019
Second Reading: November 19, 2019

PERSONNEL CONSENT AGENDA

Board Date: November 19, 2019

Licensed Employees (Teacher/Administrator)

| Contract Type | First Name | Last Name | Category | Position | FTE/Hours | Building | Agenda Information | Person Replacing | Budgeted | Admin Support |
|----------------------|-------------------|------------------|-----------------|--|------------------|-----------------|---------------------------|-------------------------|-----------------|----------------------|
| Teacher | Megan | Cobaugh | New Hire | 7/8 Social Studies, Long Term Substitute | 1.0 FTE | CMS | Request to Hire | Marc Gagne | Yes | Yes |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Non-Licensed Employees (Support Staff), *Informational*

| Contract Type | First Name | Last Name | Category | Position | FTE/Hours | Building | Agenda Information | Person Replacing | Budgeted | Admin Support |
|----------------------|-------------------|------------------|-------------------|-----------------------------------|------------------|-----------------|-----------------------------|-------------------------|-----------------|----------------------|
| Support Staff | Laura | Duval | New Hire | Medicaid Coordinator/Receptionist | 40 | CO | Notice of Hire | Alyson Hevey | Yes | Yes |
| Support Staff | Nadezhda | Donnell | End of Employment | Autism Interventionsit | 35 | PPS | Notice of End of Employment | | Yes | Yes |
| Support Staff | Joan | Kagan | End of Employment | Paraeducator - SPED | 32.5 | MBS | Notice of End of Employment | | Yes | Yes |
| Support Staff | Ben | Mitchell | End of Employment | Paraeducator - SPED | 32.5 | CMS | Notice of End of Employment | | Yes | Yes |
| Support Staff | Dev | Nagel | End of Employment | Paraeducator - SPED | 32.5 | CMS | Notice of End of Employment | | Yes | Yes |

COLCHESTER SCHOOL DISTRICT

Board of Education Meeting, Special Meeting
Central Office Conference Room

Tuesday, November 5, 2019
4:30 p.m.

MINUTES
(Work Session)

The Colchester Board of Education held a Special Board Meeting on Tuesday, November 5, 2019 in the Central Office Conference Room. Those in attendance were: Board Chair Mike Rogers; Directors: Craig Kieny, Lindsey Cox, Lincoln White, and Curt Taylor; and Superintendent Amy Minor.

I. Call Meeting to Order

Board Chair Mike Rogers called the meeting to order at 4:30 p.m.

II. Board of Education Retreat: Work Session

Discussion

Director White moved to enter executive session at 4:33 p.m. for the purpose of discussion contract negotiations and a student matter, seconded by Director Kieny. The motion passed unanimously, 5-0.

III. Adjournment

Director White moved to exit executive session and adjourn at 6:45 p.m., seconded by Director Kieny. The motion passed unanimously, 5-0.

Recorder:

Board Clerk:

Amy Minor
Superintendent of Schools

Lindsey Cox
Board Clerk

COLCHESTER SCHOOL DISTRICT

Board of Education Meeting
Colchester High School Media Center

Tuesday, November 5, 2019
7:00 p.m.

MINUTES (General Session)

The Colchester Board of Education held a regular board meeting on Tuesday, November 5, 2019, at the Colchester High School Media Center. Those in attendance were Board Chair Mike Rogers; Directors: Craig Kieny, Lindsey Cox, Curt Taylor and Lincoln White; Student Representative Mitch Gadapee; Superintendent Amy Minor; Business and Operations Manager George Trieb; Director of Curriculum Gwendolyn Carmolli, Director of Student Support Services Carrie Lutz; Principals Carolyn Millham, and Jordan Burke. There was one audience member.

I. Call to Order and Pledge of Allegiance

Board Chair Mike Rogers called the meeting to order at 7:00 p.m. and led in the Pledge of Allegiance.

II. Citizen Participation

None.

III. Report from Building Principals

Informational

Malletts Bay School Principal Jordan Burke thanked the PTA for a successful and well-attended Monster Mash event. She also shared that this fall, all of the classes have participated in some sort of team-building field trip.

Porters Point School Principal Carolyn Millham shared that the faculty is excited to share growth and progress with families at the upcoming conferences. She also invited veterans in the community to RSVP for the school's annual Veterans Luncheon on Monday, November 11th. This tradition brings veterans and students together to share a meal, allowing students to ask questions and thank them for their service.

IV. Food Services Report

Action

Food and Nutritional Services Director Steve Davis showed pictures of the new equipment and serving line that was purchased and installed at Colchester High School using funds the board approved last year. Student Board Member Mitch Gadapee shared that the improvements to the space have greatly increased the satisfaction among students. There is better flow through the serving line and less waiting. Director Davis stated that patronage is up through the first month of school compared to last year. Business and Operations Manager George Trieb requested the board approve a transfer of \$60K from the general fund to the Food Services Program. The FY'20 budget currently shows an anticipated loss of \$56K due to rising costs related to personnel, food, and supplies. This funding request was already built into the approved voter budget but requires board approval to officially move it over to the Food Service Program budget. He went on to explain that meal prices remain unchanged from last year. Colchester is already near the top end of the school meal prices in Chittenden County and they are sensitive to the impact it would have if they raised

prices. Director White pointed out that years ago the program actually made money for the district but now it needs to be subsidized by the general budget. He stated that raising the lunch prices may result in a drop in patrons and agrees with subsidizing the program.

Director Cox moved to approve \$60K from the general fund for FY'20 to support the CSD Food Services Program, seconded by Director White. The motion passed unanimously, 5-0.

V. Second and Final Reading of Educational Support System Policy: G7 Action

Based on feedback from the board at the last meeting, a line encouraging students to advocate for their own needs was added. No further edits were made.

Director Cox moved to approve the second and final reading of the Educational Support System Policy: G7, seconded by Director Kieny. The motion passed unanimously, 5-0.

VI. First Reading of Child Protection Policy: F10 Action

This policy was last reviewed in 2003. Much of the original language was kept, however it was reorganized so it would flow in a more chronological sense. Several terms were updated to reflect current law and best reporting practices. An overarching policy statement was also added to explicitly define the intent of the policy. It was suggested that the title of the policy be changed to *Reporting Suspected Child Abuse or Neglect*. Director Taylor made several suggestions to add, remove, or alter language throughout the policy to further clarify intent.

Director Kieny moved to approve the first reading of the Reporting Suspected Child Abuse or Neglect Policy: F10, seconded by Director Cox. The motion passed unanimously, 5-0.

VII. First Reading of Annual School Report Policy: H6 Action

This policy was last reviewed in 2003. Everything in the policy is still applicable and no changes were recommended.

Director Taylor moved to approve the first reading of the Annual School Report Policy: H6, seconded by Director White. The motion passed unanimously, 5-0.

VIII. First Reading of Board Relations with School Employees Policy: C5 Action

This policy was last reviewed in 2003. The language was kept the same but it was reformatted to align with other district policies. Director Taylor requested to add a leading sentence in section III.

Director Kieny moved to approve the first reading of the Board Relations with School Employees Policy: C5 seconded by Director Taylor. The motion passed unanimously, 5-0.

IX. FY'21 Budget Timeline Informational

Superintendent Amy Minor welcomed the community to join the board at future meetings in November and December to provide input on the budget. At the November 19th meeting, she will present enrollment numbers and projections, as well as individual building and facilities requests. She shared the communications timeline which encompasses in-person meetings, a robust on-line

presence, and various print distributions. Business and Operations Manager George Trieb provided the board with the FY'21 budget assumptions. Director Kieny asked if the healthcare assumption would change based on current negotiations. Manager Trieb stated that the number was provided by VEHI and is not likely to change.

X. Approval of Personnel Consent Agenda

Action

The following Personnel Consent Agenda was presented for November 5, 2019.

DRAFT

PERSONNEL CONSENT AGENDA

Board Date: November 05, 2019

Licensed Employees (Teacher/Administrator)

| Contract Type | First Name | Last Name | Category | Position | FTE/Hours | Building | Agenda Information | Person Replacing | Budgeted | Admin Support |
|----------------------|-------------------|------------------|------------------|---------------------------------------|------------------|-----------------|---|-------------------------|-----------------|----------------------|
| Teacher | Heather | Fischer | New Hire | Elementary, Long-Term Substitute | 1.0 FTE | MBS | Request to Hire | Ashley Marlow | Yes | Yes |
| Teacher | Kimberly | Thibodeau | Leave of Absence | Guidance Counselor | 1.0 FTE | PPS | Request Leave of Absence from approximately 06/12/20-End of School year | | | |
| Teacher | Ryan | Gambero | New Hire | Science Teacher, Long-Term Substitute | 1.0 FTE | CHS | Request to Hire | Kara Lenorovitz | Yes | Yes |
| Teacher | Amy | Contesti | New Hire | Alternative Education Teacher | 1.0 FTE | CMS | Notice of Hire | Perry Nunn | Yes | Yes |
| | | | | | | | | | | |

Non-Licensed Employees (Support Staff), Informational

| Contract Type | First Name | Last Name | Category | Position | FTE/Hours | Building | Agenda Information | Person Replacing | Budgeted | Admin Support |
|----------------------|-------------------|------------------|-------------------|--|------------------|-----------------|-----------------------------|-------------------------|-----------------|----------------------|
| Co-Curricular | Christian | Pickwell | New Hire | Drama Accompanist | | CHS | Notice of Hire | Mei Endo | Yes | Yes |
| Co-Curricular | Hannah | Trieb | New Hire | Girls Varsity Basketball Assistant Coach | | CHS | Notice of Hire | | Yes | Yes |
| Co-Curricular | Jeremy | Hammond | New Hire | Varsity Track Coach | | CHS | Notice of Hire | Cheryl Aley | Yes | Yes |
| Support Staff | Amissi | Munyugu | New Hire | Custodian | 40 | MBS | Notice of Hire | Sandy Boyd | Yes | Yes |
| Support Staff | Jessica | Swan | End of Employment | Paraeducator - Preschool | 32.5 | MBS | Notice of End of Employment | | | Yes |
| Support Staff | Korin | Rideout | End of Employment | Paraeducator - SPED | 32.5 | MBS | Notice of End of Employment | | | Yes |
| Support Staff | Tamara | Tobin | New Hire | Lunch/Reces Monitor - NIA | 15 | CMS | Notice of Hire | Renee McLaughlin | Yes | Yes |

Director Cox moved to approve the Personnel Consent Agenda, seconded by Director White. The motion passed unanimously, 5-0.

XI. Approval of Minutes: October 15, 2019 Action

Director Taylor noted 4 edits.

Director Taylor moved to approve the amended minutes for October 15, 2019 seconded by Director Kieny. The motion passed unanimously, 5-0.

XII. Board/Administration Communication, Correspondence, Committee Reports Informational

- Superintendent Minor shared her experience on a recent NEASC visit. She said the high school will start preparing for their visit in the coming year.
- Two CHS teachers were selected to present at the Vermont Alliance for Social Studies conference later this week. Rachel Cohen will be sharing her work as a Fulbright Roving Scholar in Norway and Amanda Hughes will be presenting on her fellowship with the National World War Two Museum in New Orleans.

XIII. Future Agenda Items Informational

- Continued Policy Work
- Act 173 Update
- School Reports
- FY'21 Budget Discussions
- Science Test Scores
- Early Education Center
 - Updated Demographic Report
 - Traffic Study Results

XIV. Adjournment

Director White made a motion to adjourn at 8:03 p.m. seconded by Director Taylor. The motion passed unanimously, 5-0.

Recorder:

Board Clerk:

Meghan Baule
Recording Secretary

Lindsey Cox
Board Clerk