

Addendum
Board Meeting
October 28, 2021

FACILITIES USE AND RELATED SERVICES AGREEMENT

THIS FACILITIES USE AND RELATED SERVICES AGREEMENT (“Agreement”), made this _____ day of _____, 2021, by and between the Central Vermont Career Center, (“CVCC”) and the Barre Unified Union School District (the “District”).

WHEREAS, CVCC is currently using space within the District’s property at 115 Ayers Street, in Barre, Vermont, known as Spaulding High School; and

WHEREAS, CVCC wishes to continue using said space and utilize certain school and building services, and the District wishes for CVCC to continue to use the space and to utilize certain school and building services, per the terms of this Agreement.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Description of Facilities.

The District is the owner of certain lands and premises commonly known as Spaulding High School at 155 Ayers Street, Barre, Vermont 05641 (hereinafter the “Property”). The District hereby agrees to permit CVCC to continue to occupy and use 41,000 gross square feet plus or minus of the Property, which is the existing career center (the “Space”), upon the terms and conditions set forth in this Agreement.

SECTION 2. Effective Date and Term.

This Agreement shall commence and be effective starting July 1, 2022 (“Commencement Date”). The term of this Agreement shall be for three (3) years starting on the Commencement Date and ending June 30, 2025 (“Termination Date”). CVCC, at its sole option and upon notice to the District at least 60 days prior to the Termination Date, may extend the term for an additional two (2) years upon the same terms and conditions as set forth in this Agreement. CVCC and the District may mutually agree to a Termination Date earlier than June 30, 2025.

SECTION 3. Use Fee.

CVCC shall pay an annual Use Fee to the District based upon the sum of the following budgetary cost elements for Spaulding High School: Health, Library, and Facilities, identified in (a) – (c) of this Section. Based upon Fiscal Year 2022 costs, the total of these items is \$282,136. The Use Fee shall be paid in four (4) equal quarterly installments on the first day of July, October, January, and March during the Term, starting on the Commencement Date. The Use Fee represents a portion of certain District costs proportional to the square foot area of the Space relative to the square foot area of the Property (eighteen percent (18%) of the Property’s total square footage). The Use Fee shall be allocated among the following services provided by the District:

- (a) Health. CVCC shall pay the District eighteen percent (18%) of the District’s total annual cost of for Health Services at Spaulding High School, including use of the

- nurse's office, and nurse and nurse office services. For informational and alignment purposes, in FY '2022 18% of the above costs is \$30,281.
- (b) Library. CVCC shall pay the District eighteen percent (18%) of the District's total annual cost of for Library Services at Spaulding High School, including use of the library and related library services. For informational and alignment purposes, in FY '2022 18% of the above costs is \$19,115.
 - (c) Facility. CVCC shall pay the District eighteen percent (18%) of the District's total annual cost for Facility Use and Facility Support Services at Spaulding High School, including use of the Property's common areas, parking, building maintenance and repair, custodial services, all utilities, trash removal, composting, and recycling. For informational and alignment purposes, in FY '2022 18% of the above costs is \$232,740. The District represents and warrants that the Facility Use and Facility Support Services will be of good quality, and CVCC may periodically evaluate these services to assure they are being performed to CVCC's reasonable satisfaction.
 - (d) Telephone & Internet. The Use fees as identified herein shall not include any fees, costs or reimbursements for telephone or internet services or related technology costs or expenses.
 - (e) Student Meals. The Use fees as identified herein shall not include any fees or costs for student lunches. CVCC and the District agree that CVCC's students shall be able to participate and obtain meals on the same basis as the District provides to its high school students. CVCC shall annually meet and confer to discuss both the cost and quality of such student meals. Following such meeting CVCC and the District shall agree on the cost of said meals for the school year and quality benchmarks.

SECTION 4. Representations.

- (a) The District represents, warrants, and covenants that it has been duly authorized and has the full power, right and authority to enter into this Agreement and to perform all its obligations under this Agreement and to execute and deliver all documents required by this Agreement and neither this Agreement nor the transactions contemplated hereby constitute a violation or breach of the District's organizational documents.
- (b) CVCC represents, warrants, and covenants that it has been duly authorized and has the full power, right and authority to enter into this Agreement and to perform all its obligations under this Agreement and to execute and deliver all documents required by this Agreement and neither this Agreement nor the transactions contemplated hereby constitute a violation or breach of CVCC's organizational documents.

SECTION 5. Use and Operation.

- (a) The Space shall be used and occupied as a career center and consistent with CVCC's past and continuing use of the Space.

- (b) The Space shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create nuisance or trespass.

SECTION 6. Rules and Regulations.

CVCC covenants and agrees that CVCC will comply with reasonable rules and regulations set by the District from time to time, upon reasonable advance notice, for the operation of the Property.

SECTION 7. District Covenants/Repair Obligations.

- (a) The District covenants and agrees, during the Term, to keep the following reasonably clean, in good operating condition and in repair: (i) the exterior walls, load bearing elements, foundations, exterior structure of the Property; (ii) the roof of the building; (iii) the common areas that form a part of the Property; and (iv) the standard mechanical electrical, HVAC and plumbing systems, pipes and conduits serving the Space. Upon the default of the District in making such repairs and replacements, CVCC may, but shall not be required to, make such repairs and replacements and deduct all costs associated therewith from the Use Fee owed to the District pursuant to the terms of this Agreement.
- (b) The District shall furnish to the Space:
 - (i) heat, at adequate temperatures, during the usual heating season, accessible 24 hours a day, seven days a week;
 - (ii) electricity, accessible 24 hours a day, 7 days per week, sufficient to operate usual and customary office equipment including but not limited to printers, computers, monitors, peripherals, lighting, and small appliances; and
 - (iii) cool and dehumidified air, at adequate temperatures, during the usual cooling season, accessible 24 hours a day, 7 days per week.
- (c) The District shall comply with all laws, ordinances, regulations and orders which are of general applicability to all occupied space at the Property and common areas of the Property.

SECTION 8. Notices.

Any notice required to be given by the terms of this Agreement shall be deemed duly served if sent by certified mail, return receipt requested,

If to CVCC: Jody Emerson, Director
155 Ayers Street, Suite #2
Barre, VT 05641

Copy to: Christopher B. Leopold, Esq.
McNeil, Leddy & Sheahan, P.C.

271 South Union Street
Burlington, VT 05401

If to District:

With a copy to:

SECTION 9. Force Majeure.

During the Term, the District or CVCC shall not be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, epidemics, hurricanes, floods, drought, or by reason of war, declared or undeclared revolution, civil commotion or strife, acts of public enemies, blockade or embargo, or by reason of any new law, proclamation, regulation, ordinance or demand by any government authority, and any other cause not reasonably within the control of the parties and which, by the exercise of due diligence, the District or CVCC is unable, wholly or in part, to prevent or overcome.

SECTION 10. Alterations, Improvements, and Additions.

CVCC shall have the right without the District's consent, at its cost and expense, to alter, improve the Space, provided that such alteration, addition or improvement does not materially reduce the value or usefulness of the Space upon expiration of the Term. Notwithstanding the foregoing, any fixtures installed by CVCC as a part of any additions or improvements, including light and electrical fixtures and any built-in furniture or equipment that has been permanently affixed to the floors, walls, or ceilings of the Space may be removed by CVCC at CVCC's cost upon termination of this Agreement and CVCC shall repair any damage resulting from such removal, reasonable wear and tear excepted. All such restorations shall be completed within sixty (60) days after the termination date of this Agreement. CVCC shall pay all costs and expenses in connection with the making of alterations. CVCC shall indemnify and hold the District harmless from and against any claims arising out of such work.

SECTION 10A. Capital Assets, Fixtures and Equipment.

In full recognition of the preexisting and historical and legal relationship between them, CVCC and the District agree that the premises that are the subject of this lease include fixtures, including but not limited to, electrical fixtures, any built-in furniture, equipment, appliances, tools and other assets that are owned by CVCC, collectively to be referred to as CVCC's Capital Assets & Fixtures. Commencing no later than April 1, 2022, CVCC shall complete a full and comprehensive inventory of its Capital Assets & Fixtures which, at a minimum, shall include an item description, location, and an assessment of the estimated scope of work to remove such items from the premises and the resulting condition of the premises. The inventory shall be

provided to the District within forty-five (45) days of the inventory completion or by May 15, 2022. Within forty-five (45) days of receiving the inventory from CVCC, the District shall notify CVCC, in writing, of its acceptance of the inventory or identify specific areas of objection. The District's failure to provide such notification shall be deemed as formal acceptance of CVCC's inventory. Following such notification, CVCC and the District agree to meet and confer to reach a final comprehensive agreement on the inventory of Capital Assets & Fixtures and the scope of work and costs to remove such items, including the allocation of any costs and resulting condition of the premises following such removal. If CVCC and the District are unable to agree upon such terms, they agree to engage in expedited mediation and arbitration through the American Arbitration Association. If CVCC and the District are unable to agree upon such terms, either party may seek the intervention of the American Arbitration Association ninety (90) days after CVCC provides the inventory to the District. The arbitrator shall have full authority to determine the final inventory, scope of removal, cost and related matters in dispute.

SECTION 10B. Credit for Facility Improvements.

CVCC and the District agree that CVCC has made significant and identifiable capital improvements and renovations to the premises during the period that it has occupied the premises. The parties agree that CVCC should receive monetary recognition from the District, in the form of a monetary credit or offset, for the CVCC's capital improvements, including renovations that CVCC has made during the immediate five (5) fiscal years ending June 30, 2022. Commencing no later than April 1, 2022, CVCC shall complete a full and comprehensive listing of identifiable capital improvements and renovations it has made to the premises during the above referenced timeframe, which, at a minimum, shall include a description, location, and cost the improvement to the premises. The listing shall be provided to the District within forty-five (45) days of its completion or not later than May 15, 2022. Within forty-five (45) days of receiving the list from CVCC, the District shall notify CVCC, in writing, of its acceptance of the list or identify specific areas of objection. The District's failure to provide such notification shall be deemed as formal acceptance of CVCC's list. Following such notification, CVCC and the District agree to meet and confer to reach a final comprehensive agreement on the list of Facility Improvements and to resolve any differences between the parties regarding the list and to determine the amount of any credit or offset CVCC shall receive for the improvements. The parties shall also determine the specific manner in which any credit or offset shall be recognized and conveyed to CVCC. If CVCC and the District are unable to agree upon such terms, they agree to engage in expedited mediation and arbitration through the American Arbitration Association. If CVCC and the District are unable to agree upon such terms, either party may seek the intervention of the American Arbitration Association ninety (90) days after CVCC provides the list of the capital improvements to the District. The arbitrator shall have full authority to determine the capital improvements and donations to be recognized, the amount of any credit or offset to be provided to CVCC the manner in which any credit or offset shall be conveyed and related matters in dispute.

SECTION 10C. Donations.

CVCC and the District agree that over the preceding five years the District has received donations from donors with CVCC as the intended beneficiary of the donation. The parties agree that CVCC should receive the full benefit of such donations consistent with the intent of such

donors. Commencing no later than March 15, 2022, CVCC shall complete a full and comprehensive listing of identifiable donations made to or received by the District where CVCC was the intended beneficiary of the donation during the preceding five calendar years, but the full monetary amount or benefit of such donation was not directed to or will not be realized by CVCC as a result of it becoming an independent school district. The listing shall be provided to the District within forty-five (45) days of their completion or not later than May 1, 2022. Within forty-five (45) days of receiving the list from CVCC, the District shall notify CVCC, in writing, of its acceptance of the list or identify specific areas of objection. The District's failure to provide such notification shall be deemed as formal acceptance of CVCC's list. Following such notification, CVCC and the District agree to meet and confer to reach a final comprehensive agreement on the list of donations, to resolve any differences between the parties regarding the list and to determine the manner to transfer such donations to CVCC. If CVCC and the District are unable to agree upon such terms, they agree to engage in expedited mediation and arbitration through the American Arbitration Association. If CVCC and the District are unable to agree upon such terms during mediation, either party may seek the intervention of the American Arbitration Association ninety (90) days after CVCC provides the list to the District. The arbitrator shall have full authority to determine the donations and amounts to be recognized, the manner in which any donation shall be conveyed to CVCC and any related matters in dispute.

SECTION 11. Successors and Assigns.

No rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the successors and assigns of the said parties without the prior written consent of the other, which shall not be unreasonably withheld.

SECTION 12. Construction.

This Agreement, and all matters or issues collateral hereto, is governed by the laws of the State of Vermont. If any provision of this Agreement is determined by a court to be void or unenforceable, the same will in no way affect any other provision of this Agreement. The headings of the clauses of this Agreement are solely for the purpose of convenience and are not to be used in the construction of any provision. No preference shall be given to the interpretation of this Agreement based on representation, primary language or other categorical preference. All terms shall be interpreted to require the reasonable decision and acts of the respective parties.

SECTION 13. Entire Agreement, Modification.

This Agreement contains the final and complete understanding of the parties' agreement relating to the subject matter herein contained. This Agreement supersedes all previous negotiations and agreement. This Agreement cannot be orally waived or altered in whole or in part. The captions of sections are inserted as a matter of convenience and in no way affect or define the scope or intent of this Agreement or any provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

IN THE PRESENCE OF:

CENTRAL VERMONT CAREER CENTER

By: _____

Its: _____

STATE OF VERMONT

_____ COUNTY, SS.

This record was acknowledged before me on _____, 2021 by _____ as
Authorized Agent of the Central Vermont Career Center.

Before me,

Notary Public State of Vermont
Commission Expires: 1.31.23

IN THE PRESENCE OF:

BARRE UNIFIED UNION SCHOOL DISTRICT

By: _____

Its: _____

STATE OF VERMONT

_____ COUNTY, SS.

This record was acknowledged before me on _____, 2021 by _____ as
Authorized Agent of the Barre Unified Union School District.

Before me,

Notary Public State of Vermont
Commission Expires: 1.31.23

----- Forwarded message -----

From: **Ed Rouse** <8erousse@gmail.com>

Date: Fri, Oct 22, 2021 at 2:12 PM

Subject: SHS Foundation

To: <sspaulding@buusd.org>

Hello Sonya,

The Spaulding High School Foundation held it's initial meeting February 23, 2012. During the Tom Sedore, John Bacon, and Norma Malone years the idea was to create a 501(c)(3) whereby donations could be made to **"support projects at SHS that fall outside of the normal school budget"**. When the BarreCity Council offered to release \$90,000 if SHS could match that amount to install lights at AG Pendo field, I got involved and we accomplished that goal. Many people, businesses, and in-kind donations made that happen.

Today, the SHS Foundation has the opportunity to raise additional funds for several projects that are not within the normal school budget. Some of these have been discussed for several years, including building a footbridge across the Stevens Branch to connect with the parking lot across from the school auditorium. This would be a safety measure for students parking and getting to school without crossing the busy Ayers Street bridge and walking down the little hill into the auditorium entrance. It would also serve as an excellent exit for mass evacuation from the school, getting students away from the building in the event of a bomb scare or fire, etc.

There have been talks about what a "dream list" would be to upgrade the school auditorium to a True Performing Arts Center. Patty Merriam, Sam Biondolillo, and others have drafted these upgrade suggestions and it would be worth the cost for the future of SHS performing arts. The athletic field enhancements have been discussed for years, and the fact that SHS cannot hold a state-sanctioned track meet under the lights is a disgrace. Installing a modern, rubberized track would be a permanent, long-term benefit for the school. Dubois & King drafted field renovation proposed to the entire area from the new field lights to the school property adjacent to Ayers Street. I'd be happy to provide this rendition to show the Board what could be a major upgrade to the athletic facility at Spaulding High School.

I've attached the SHS Foundation Bylaws and Conflict of Interest Policy for your perusal and to share with board members. Designated Board Members include a representative of the school board, the current SHS Principal, Superintendent of Schools, and SHS Alumni Association representative. Two local At Large members make up the six member board, along with several volunteers.

Thank you for assisting us in gaining a nomination from the BUUSD Board to serve on the SHS Foundation. I look forward to addressing any questions at the October 28 meeting.

Best,
Ed

Eddie Rouse
103 S Main, Suite 202
Barre, VT 05641
(C) 802-272-3088
(O) 802-505-6800
8erousse@gmail.com
rousse_ed@nlgroupmail.com

**BYLAWS OF
SPAULDING HIGH SCHOOL FOUNDATION, LTD.**

**Article I
Name- Fiscal Year - Purpose**

Section 1.1 Name / Registered Agent

a. Name:

The name of the corporation shall be "Spaulding High School Foundation, Ltd."

b. Registered Agent / Office:

The registered agent shall be Norma Malone at 292 Phelps Road, Barre, Vt. The principal office of the corporation shall be at 120 Ayers Street, Barre, Vermont, Washington County until otherwise established by a vote of a majority of the Board of Directors in office and a statement of such change is filed with the Secretary of State, or until changed by an appropriate amendment to the Articles of the Corporation. The Corporation may also have offices as such other places within or without the United States of America as the Board of Directors may from time to time appoint or the business of the corporation requires.

Section 1.2 Fiscal Year

The fiscal year of the corporation shall be a calendar year beginning on the first day of January.

Section 1.3 Purposes

a. General Purposes (Non-Profit Corporation Provisions):

The Corporation is organized exclusively for charitable and educational purposes, and the making of distributions to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code (or corresponding provisions of any future United States Internal Revenue Law).

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors or officers, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article.

Y903 3.19

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Bylaws, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code or by a corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code.

b. Specific Purpose:

The specific purpose of the corporation is to support Spaulding High School, a public high school in Barre, Vermont, by purchasing equipment or assets for the school's use or by financially supporting programs within the school.

The corporation intends to operate as a federal income tax exempt "supporting organization" as defined by the Internal Revenue Code.

Article II
No Membership

Section 2.1 No Members

Pursuant to 11B V.S.A. §6.03, the corporation shall have no members.

Article III
Board of Directors

Section 3.1 Management by Board of Directors

All rights, duties and responsibilities for the operation of this corporation shall be held by the Board of Directors and Officers and those Committees which they from time to time create. The Board of Directors and its designated officers shall have sole power to conduct, manage and direct the business and affairs of the corporation.

Section 3.2 Board Members

Board members shall have equal voting rights. The Board of Directors shall not be less than three (3) people and shall not exceed six (6) people. The Board will consist of both "designated members" and "at large members".

a. Designated Directors:

The following shall have the right to serve as a member of the Board of Directors:

1. The Principal of Spaulding High School
2. The Superintendant of the School District
3. A member of the School Board (as designated by the School Board)
4. A member of the Spaulding High School Alumni Association (as designated by the Association)

Upon an individual's appointment or election to one of the above positions, the Board of Directors shall provide notice of the right to membership. No individual holding the above positions of authority shall be permitted to exercise any authority as a Director until such time as they notify the Board in writing of their intention to serve as a Director and their acceptance of the rights and responsibilities of a Director of the corporation.

b. At Large Directors:

In addition to the Directors set forth above, the Board shall have authority to elect two additional Directors from the local community. At large directors shall serve for a term of one year and must be nominated at an annual meeting by a designated director. An at large Director may be elected to successive terms.

Section 3.3 Withdrawals – Terminations

Any Board member may resign by submitting to the Board President a written letter of resignation.

An Officer or Board member may be removed and terminated from service by a 2/3 majority vote of the Board based on illegal or unethical activities, inability to serve, or failure to regularly attend and participate in board meetings and corporate activities.

In the event that the Principal of Spaulding High School or the Superintendant is removed pursuant to this article, he or she may be reinstated by majority vote after 12 months. In the event that a member of the School Board or Alumni Association is removed pursuant to this article, the School Board or Association shall have the opportunity to immediately appoint a replacement Director.

Section 3.4 Board Members Personal Liability

A director of the corporation shall not be personally liable, as such for monetary damages for any action taken or any failure to take any action unless the director has breached or failed to perform the duties of his or her office and the breach or failure perform constitutes self-dealing, willful misconduct or recklessness. Nothing in these Bylaws

shall be construed to impose a greater standard of liability on a director than set forth in the Vermont Business Corporation Act.

Article IV

Meetings of Board of Directors

Section 4.1 Location of Meeting / Notice

a. Location:

The President may designate any place within the State of Vermont, as the place of meeting for any annual meeting, or for any special meeting of members.

b. Notice / Waiver of Notice:

Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days, either personally or by mail to each member entitled to vote at the meeting.

Whenever any notice is required to be given to any Board Member under the provisions of these Bylaws or under the provisions of the articles of incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Board member entitled to such notice, shall be deemed equivalent to the giving of such notice. Attendance of a person at a meeting of members, in person or by proxy constitutes a waiver of notice of the meeting, except when the member attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called.

Section 4.2 Frequency of Meetings

A meeting of the Board shall be held a least four (4) times each year but may be held more frequently as deemed appropriate by the Board President.

Section 4.3 Quorum / Attendance at Meetings

At any meeting of the Board, the presence of at least fifty (50%) percent of the Board members shall constitute a quorum. The acts of a majority of voting members present shall represent the acts of the Board members. In the event of a death amongst the Board members, the Principal of the Spaulding High School shall have authority to cast one additional vote.

Board members may participate in a meeting by means of communications equipment, in which all Board members can hear each other and all members so participating shall be deemed present in person at the meeting.

Section 4.4 Voting

Every Board Member attending shall be entitled to one vote on each subject.

Article V Officers / Committees

Section 5.1 Number-Qualification-Term

a. Number:

The Board of Directors shall elect a President, a Secretary and a Treasurer, and from time to time may elect one or more Vice Presidents and such Assistant Secretaries, Assistant Treasurers and such other officers, agents and employees as it may deem proper.

b. Qualification:

Each officer shall be a member of the Board of Directors and regularly attend board meetings. Any two offices other than the offices of President and Secretary may be held by the same person.

c. Election – Term:

Officers of the Board of Directors will be elected by the voting members of the Board at a duly called meeting and will serve one year from the date of appointment.

Section 5.2 Duties of Officers

- a. The President will act as Chairman of the Board of Directors and direct all Board meetings and conduct the day-to-day activities of the corporation. The President shall have the authority to act and to sign any document for and on behalf of the corporation between Board meetings. The President shall have the authority to call a meeting of the entire Board and to set the Agenda for any meeting. The President shall perform other duties as directed by the Board. The President shall be an ex-officio member of all Committees created by the Board.
- b. A Vice President shall assist the President and shall perform all duties of the President when the President is unable to carry out his duties due to illness or emergency.

- c. The Secretary will be responsible for recording the minutes of all Board of Directors meetings, coordinating the preparation of meeting agendas and ensuring compliance with the Bylaws. The Secretary will also maintain a list of names, addresses and phone numbers of each Director.
- d. The Treasurer will be responsible for assuring that an accurate record is kept of all funds received and disbursed as authorized by the Board of Directors. Day to day accounting and preparation of financial statements may be handled by a separate accounting entity such as a CPA. The Treasurer and / or another person authorized by the Board of Directors must sign all disbursements. The Treasurer will provide a financial status report each Board Meeting.

Section 5.3 Committees

The Board of Directors shall provide for committees and auxiliary organizations as the needs of the corporation may require. All such organizations shall be subordinate to the Board of Directors and shall be an integral part of the corporation's mission. Each committee and / or organization shall be under the general supervision of the Board of Directors. When feasible, a member of the Board of Directors shall be a part of each committee or auxiliary organization to provide guidance and confirm expectations. Members of committees and / or organizations do not have to be members of the Board and may be terminated at the discretion of the Board of Directors.

Article VI Indemnification

Section 6.1 Indemnification

The Corporation shall indemnify and save harmless all directors, officers, and employees from liability pursuant to and in accordance with the provisions of 11B V.S.A. §8.50 *et seq.* This provision is intended to be consistent with the provisions of the Vermont Business Corporation Act. The indemnification provided in this Article shall continue as to a person who has ceased to be a Director or officer and shall inure to the heirs and personal representatives of such a person.

Section 6.2 Advance of Funds for Defense

The corporation may advance payments for such expenses to such persons prior to final disposition of any action, suit or proceeding against them and require such person to repay said amount if such person shall ultimately be determined not to be entitled to indemnification as a result of a courts determination that the matter giving rise to indemnification constituted willful misconduct, self-dealing, or recklessness.

Section 6.3 Reserves / Insurance

The corporation may maintain a reserve or may purchase and maintain insurance for the purpose of indemnification on behalf of any or all persons to the full extent permitted by law.

Article VII Amendment

Section 7.1 Amendment of Bylaws

These bylaws may be amended or repealed or new Bylaws adopted by the affirmative vote of at least a two-thirds (2/3) vote of the board members present at any duly organized meeting of the Board of Directors. Such proposed amendments, repeal or new Bylaws, or a summary thereof shall be set forth in any notice of the Board meeting.

Article VIII Financial Practices

Section 8.1 Gifts

The corporation will operate based upon cash contributions from the general public, businesses, private donors and legal entities. No gift other than a gift of unrestricted and unconditional gifts of cash, cash equivalence, or marketable securities may be accepted by the foundation without the approval of the Board of Directors. The Board of Directors shall have authority to reject any gift deemed inappropriate. Upon majority vote of the Board of Directors, the Corporation shall have authority to accept gifts in kind such as real estate, tangible personal property, or non-marketable securities. Upon further majority vote of the Board of Directors, the Corporation shall have authority to sell any real estate, tangible personal property, or non-marketable securities except as a gift.

Section 8.2 Fundraising

The corporation may engage in fundraising activities, including but not limited to:

1. Soliciting, gifts (both lifetime and testamentary) made to the corporation for the purposes set forth in herein.
2. Planning, and conducting fundraising events to raise additional funds for the corporation for the purposes set forth herein.
3. Any other lawful activity in advancement of the purposes set forth above.

Section 8.3 Investments / Delegation of Investment Authority

The corporation may maintain a reserve or may purchase and maintain insurance for the purpose of indemnification on behalf of any or all persons to the full extent permitted by law.

Article VII Amendment

Section 7.1 Amendment of Bylaws

These bylaws may be amended or repealed or new Bylaws adopted by the affirmative vote of at least a two-thirds (2/3) vote of the board members present at any duly organized meeting of the Board of Directors. Such proposed amendments, repeal or new Bylaws, or a summary thereof shall be set forth in any notice of the Board meeting.

Article VIII Financial Practices

Section 8.1 Gifts

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1. Soliciting, gifts (both lifetime and testamentary) made to the corporation for the purposes set forth in herein.
2. Planning, and conducting fundraising events to raise additional funds for the corporation for the purposes set forth herein.
3. Any other lawful activity in advancement of the purposes set forth above.

Section 8.3 Investments / Delegation of Investment Authority

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the Corporation, has signed this certificate on the 27 day of Feb, 2012.


_____, Secretary

Spaulding High School Foundation
Conflict of Interest Policy

FILE COPY

The undersigned Secretary does hereby certify that, at a properly called meeting of the Board of Directors, the Board unanimously adopted the Conflict of Interest Policy set forth below and acknowledge that they each:

- a. Have received a copy of the conflict of interest policy,
- b. Have read and understand the policy,
- c. Have agreed to comply with the policy, and
- d. Understand the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Date: _____

_____, Secretary

Article I
Purpose

The purpose of the conflict of interest policy is to protect the Spaulding High School Foundation (Organization) interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director or Officer of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. Interested Person

Any Director or Officer, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only the Board of Directors decides that a conflict of interest exists.

Article III
Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors or members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V. **Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII **Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to

the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

	FY21 BUDGET	FY21 AMENDED BUDGET	FY21 ACTUALS	FY22 PROPOSED EXPENSES
BUUSD CURRICULUM	\$351,921	\$251,921	\$171,504	\$417,293
BUUSD TECHNOLOGY	\$1,246,585	\$1,246,585	\$1,295,146	\$1,255,459
BUUSD BOARD	\$366,640	\$366,640	\$332,166	\$376,594
BUUSD SUPERINTENDENT	\$274,956	\$274,956	\$373,889	\$295,505
BUUSD BUSINESS OFFICE	\$498,605	\$498,605	\$425,874	\$454,379
BUUSD COPIERS	\$90,000	\$90,000	\$75,901	\$90,000
BUUSD COMMUNICATIONS	\$84,804	\$84,804	\$83,490	\$97,538
BUUSD HUMAN RESOURCES	\$246,867	\$246,867	\$234,800	\$250,441
BUUSD FACILITIES	\$242,696	\$242,696	\$239,184	\$244,408
BUUSD TRANSP - LEASE	\$47,500	\$47,500	\$33,262	\$42,500
BCEMS PRESCHOOL	\$483,134	\$483,134	\$480,251	\$549,806
BTMES PRESCHOOL	\$474,667	\$474,667	\$372,214	\$543,554
BCEMS DIRECT INSTRUCT	\$5,372,286	\$5,072,286	\$4,824,993	\$5,638,345
BTMES DIRECT INSTRUCT	\$5,294,866	\$4,994,866	\$4,942,385	\$5,551,905
SHS DIRECT INSTRUCT	\$4,486,671	\$4,186,671	\$3,991,113	\$4,410,273
BCEMS EXTRA CURRIC	\$47,220	\$47,220	\$13,113	\$64,450
BTMES EXTRA CURRIC	\$76,600	\$76,600	\$48,725	\$75,200
SHS EXTRA CURRIC	\$79,200	\$79,200	\$56,210	\$79,350
BCEMS BEHAVIOR SUPPORT	\$547,266	\$547,266	\$518,533	\$536,145
BTMES BEHAVIOR SUPPORT	\$82,542	\$82,542	\$131,667	\$155,532
SHS BEHAVIOR SUPPORT	\$0	\$0	\$55,762	\$57,518
BCEMS GUIDANCE	\$360,669	\$360,669	\$311,642	\$289,292
BTMES GUIDANCE	\$148,921	\$148,921	\$156,967	\$169,304
SHS GUIDANCE	\$478,328	\$478,328	\$520,898	\$508,414
BCEMS HEALTH	\$128,372	\$128,372	\$113,377	\$138,637
BTMES HEALTH	\$167,724	\$167,724	\$163,554	\$186,505
SHS HEALTH	\$125,101	\$125,101	\$114,069	\$133,110
BCEMS PSYCHOLOGICAL	\$50,000	\$50,000	\$0	\$50,000
BCEMS LIBRARY	\$143,293	\$143,293	\$102,206	\$122,439
BTMES LIBRARY	\$185,500	\$185,500	\$149,009	\$167,152
SHS LIBRARY	\$172,774	\$172,774	\$125,629	\$151,504
BCEMS TECH EQUIP	\$95,000	\$95,000	\$100,609	\$95,000
BTMES TECH EQUIP	\$95,000	\$95,000	\$96,118	\$95,000
SHS TECH EQUIP	\$115,000	\$115,000	\$117,250	\$115,000
EARLY EDUCATION ADMIN	\$123,461	\$123,461	\$114,280	\$126,760
BCEMS PRINCIPALS' OFFICE	\$532,677	\$532,677	\$523,395	\$621,495
BTMES PRINCIPALS' OFFICE	\$690,302	\$690,302	\$584,366	\$695,196
SHS PRINCIPALS' OFFICE	\$684,554	\$684,554	\$652,298	\$715,357
BCEMS SRO	\$78,000	\$78,000	\$58,085	\$80,000
BTMES SRO	\$50,000	\$50,000	\$20,189	\$50,000
SHS SRO	\$50,184	\$50,184	\$33,043	\$0
BUUSD RAN INTEREST	\$100,000	\$100,000	\$72,807	\$105,000
BCEMS RAN INTEREST	\$0	\$0		\$0
BTMES RAN INTEREST	\$0	\$0		\$0
SHS RAN INTEREST	\$0	\$0		\$0
BTMES DUPLICATING	\$50,851	\$50,851	\$45,936	\$56,951

BUUSD FY21 AMENDED BUDGET - 10/28/21

	FY21 BUDGET	FY21 AMENDED BUDGET	FY21 ACTUALS	FY22 PROPOSED EXPENSES
BCEMS FACILITIES	\$1,184,239	\$1,184,239	\$1,177,381	\$1,135,532
BTMES FACILITIES	\$1,285,927	\$1,285,927	\$1,257,642	\$1,277,174
SHS FACILITIES	\$1,222,365	\$1,222,365	\$1,230,291	\$1,192,171
BUUSD TRANSPORTATION	\$1,333,378	\$1,333,378	\$1,122,029	\$1,473,512
BTMES TRANSP - FIELD TRIPS	\$25,000	\$25,000	\$0	\$20,000
SHS TECHNICAL ED TUITION	\$915,645	\$915,645	\$893,414	\$955,000
SHS ATHLETICS	\$464,727	\$464,727	\$398,280	\$474,538
SHS JROTC	\$118,633	\$118,633	\$166,435	\$122,092
SHS TRANSP - WORK BASED	\$37,000	\$37,000	\$52	\$2,000
SHS TRANSP - ATHLETICS	\$95,000	\$95,000	\$47,787	\$85,000
BUUSD LONG TERM DEBT	\$297,480	\$297,480	\$294,513	\$425,840
BUUSD SPEC ED INSTRUCTION	\$9,346,897	\$9,346,897	\$8,900,456	\$9,815,140
BUUSD ESY SERVICES	\$80,000	\$80,000	\$29,970	\$82,200
BUUSD GRANITE ACADEMY	\$0	\$0	\$0	\$0
BUUSD ACT PROGRAM	\$0	\$0	\$0	\$0
BUUSD SEA PROGRAM	\$552,108	\$552,108	\$481,174	\$970,463
BUUSD PHYSICAL THERAPY	\$40,155	\$40,155	\$37,597	\$42,776
BUUSD PSYCHOLOGICAL SERV	\$558,198	\$558,198	\$406,120	\$476,735
BUUSD SPEECH LANGUAGE	\$878,411	\$878,411	\$830,831	\$924,544
BUUSD OCCUPAT THERAPY	\$246,155	\$246,155	\$202,127	\$256,444
BUUSD DIRECTORS - SPEC ED	\$647,636	\$647,636	\$489,578	\$534,410
BUUSD TRANSP - SPEC ED	\$314,950	\$314,950	\$369,950	\$319,050
BUUSD SEA NON REIMB	\$114,027	\$114,027	\$102,434	\$131,360
BUUSD EARLY CHILD SPEC ED	\$242,275	\$242,275	\$232,523	\$236,582
BUUSD EARLY CHILD ESY	\$9,025	\$9,025	\$5,946	\$11,080
BUUSD SEA FACILITY	\$0	\$0	\$5,602	\$221,000
TRANSFER INTO SEA CAPITAL FUND	\$0	\$1,000,000	\$1,000,000	\$0
TOTAL	\$45,029,968	\$45,029,968	\$42,558,041	\$47,042,954
FEDERAL & STATE GRANTS	\$3,450,000	\$3,450,000	\$3,450,000	\$3,450,000
TOTAL BUUSD EXPENSES	\$48,479,968	\$48,479,968	\$46,008,041	\$50,492,954

1) Voters approved an FY21 budget of \$45,029,968 (general fund) + grants

2) FY21 General fund expenses came to \$41,558,041

3) Board could take action to amend the FY21 budget to include a line: **TRANSFER TO SEA CAPITAL PROJECTS** in the amount of \$1,000,000. The expenses are just under that presently, but I think this would be the best way to align the transfer with the amount we expected to be over. There are a few outstanding invoices pending. We have not accessed any of the available open line of credit.

"Auditor would include a "subsequent to year-end note in the audit."

AS PASSED BY HOUSE AND SENATE H.426 2021 VT LEG #356767 v.1 H.426

An act relating to addressing the needs and conditions of public school facilities in the State, It is hereby enacted by the General Assembly of the State of Vermont: Sec. 8. 16 V.S.A. § 559 is amended to read: § 559. PUBLIC BIDS (a) Cost threshold. When the cost exceeds ~~\$15,000.00~~ **\$40,000.00**, a school board or supervisory union board shall publicly advertise or invite three or more bids from persons deemed capable of providing items or services if costs are in excess of ~~\$15,000.00~~ **\$40,000.00** for any of the following: (1) the construction, purchase, lease, or improvement of any school building; (2) the purchase or lease of any item or items required for supply, equipment, maintenance, repair, or transportation of students; or (3) a contract for transportation, maintenance, or repair services.

- The finance and facility committees meet monthly to discuss upcoming projects/facility needs.
- This law does not require the board approve the goods or services, it only requires that the bidding process take place under management.
- The Board works with Superintendent and administration to develop an annual budget, the Superintendent oversees the budget and reports to the board.
- The Business Manager and Facilities Director collaborate in the bidding process, which is then recommended to the Superintendent.
- The economy's inflation rate has exceeded the school district's current bid law threshold. The cost of materials and labor has steadily increased through the years, not allowing the efficient use of time and resources to complete projects throughout the district.

BARRE UNIFIED UNION SCHOOL DISTRICT

Barre City Elementary & Middle School

Barre Town Middle Elementary School

Spaulding High School

Central Vermont Career Center

REVISED August 24, 2021

Purchasing Procedure

The purpose of this procedure is to ensure that the business of Barre Unified Union School District will be conducted according to the Barre Unified Union School District Fiscal Management and General Financial Accountability Policy (F20).

Approval by an Administrator must be obtained prior to completing a purchase. Employee completes a Requisition Form to request placing an order/making a purchase. If approved by the Administrator, the district Bookkeeper creates a Purchase Order in the financial management system, and submits the order.

When the cost of an item or service exceeds ***\$40,000** please contact the Business Manager. According to statute, we must publicly advertise or invite three or more bids from persons deemed capable of providing items or services. Equipment purchases over \$5,000 using federal funds must have AOE approval (contact Business Manager).

Paper and supplies will be procured each year. The Business Manager will notify each Bookkeeper who they will be expected to purchase items from. Administrators will require staff to use this vendor whenever possible. Exceptions may be granted for specialty items. **FY22 WB MASON.**

- Purchase Order is placed in file pending itemized receipt of supplies, materials, and/or equipment (equipment is an item over \$5,000).
- When purchases arrive items are verified against the packing slip.
- Packing slips are sent to the Bookkeeper notifying them the invoice is "OK TO PAY."
- Invoice is reviewed by Bookkeeper for accuracy, ensuring that no sales tax* has been charged, and they facilitate weekly approval (signature) by the Administrator.
- Approved invoices are sent/delivered to the BUUSD Business Office weekly by 4:00 pm on Friday.
- On occasion, charge accounts are used. Charge accounts are established at local businesses when approved by the Business Manager, and only authorized personnel who are listed on account are approved to charge. Administrator approves these invoices as well.

Examples **Non-Allowable Costs:**

1. Alcoholic Beverages - Alcoholic beverages are not allowable under any circumstances.
2. Gifts - Gifts or items that appear to be gifts are not allowable.
3. Prepaid store cards—i.e. retail/grocery stores, Amazon, I-Tunes, convenience stores, gas cards, etc. are not allowed under federal/local regulations.
4. Sales Tax- The BUUSD is a tax exempt organization. Vermont State Tax Exemption Certificate Form S-3 is available from Staff Accountants upon request for seller's verification. Invoices that include sales tax will be returned until rectified.

NEW 08/2021

*** AS PASSED BY HOUSE AND SENATE H.426 2021**

VT LEG #356767 v.1 H.426 An act relating to addressing the needs and conditions of public school facilities in the State, It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 8. 16 V.S.A. § 559 is amended to read: § 559. PUBLIC BIDS (a) Cost threshold. When the cost exceeds ~~\$15,000.00~~ \$40,000.00, a school board or supervisory union board shall publicly advertise or invite three or more bids from persons deemed capable of providing items or services if costs are in excess of ~~\$15,000.00~~ \$40,000.00 for any of the following: (1) the construction, purchase, lease, or improvement of any school building; (2) the purchase or lease of any item or items required for supply, equipment, maintenance, repair, or transportation of students; or (3) a contract for transportation, maintenance, or repair services.

October 2021

District Enrollment/Staffing

Class Size Policy Limits				Barre City Enrollment					Barre Town Enrollment				
Grade	Min	Ideal	Max	Students	Teachers	Avg.	Outside Placed	Total Grade Level	Students	Teachers	Avg.	Outside Placed	Total Grade Level
PK	12	15	17	63	3	21.00	37	100	98	4	24.50	14	112
K	15	16	18	71	5	14.2	0	71	78	5	15.6	0	77
1	15	18	20	78	5	15.6	0	78	78	4	19.5	0	78
2	15	18	20	64	4	16	0	64	84	5	16.8	0	84
3	15	18	20	88	6	14.67	0	88	73	4	18.25	0	72
4	15	20	22	67	5	13.4	0	67	66	4	16.5	0	65
5	15	20	22	77	4	19.25	3	80	79	4	19.75	1	80
6	15	20	22	70	4	17.50	4	74	69	4	17.25	0	69
7	15	23	25	74	4	18.50	4	78	74	4	18.50	2	73
8	15	23	25	50	4	12.50	4	54	81	4	20.25	3	81
								BC PK-8 Total					
				702			52	754	780			20	791

SHS Enrollment					CVCC Enrollment	
Grade	SHS	Early College	Outside Placed/SEA	Total	Programs	Students
9	175		17	192	Automotive Tech	19
10	131		24	155	Baking & Culinary Arts	19
11	134		15	149	Building Trades	17
12 +15	123	18	19	160	Cosmetology	26
Total	563	18	75	656	Digital Media Arts	17
					Digital Media Arts II	4
					Electrical Tech	21
					Emergency Services	12
					Exploratory Tech	22
					Human Services	0
					Medical Professions	7
					Natural Resources/Sus.	10
					Plumbing & Heating	24
					Totals Enrollment	198

10/22/2021

Students Enrolled
2261
Outside Placed Total
147
District Total
2399

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BARRE UNIFIED UNION SCHOOL DISTRICT POLICY COMMITTEE MEETING

BUUSD Central Office and Via Video Conference – Google Meet
October 18, 2021 – 5:30 p.m.

MINUTES

COMMITTEE MEMBERS PRESENT:

Chris Parker, Chair (BT)
Abigayle Smith, Vice-Chair (BC)
Tim Boltin (BC)
Andrew McMichael (BC Community Member)
Jon Valsangiacomo – (BT Community Member)

COMMITTEE MEMBERS ABSENT:

OTHER BOARD MEMBERS PRESENT:

Sonya Spaulding

ADMINISTRATORS AND STAFF PRESENT:

Chris Hennessey, Superintendent
Luke Aither, SHS Assistant Principal
Emmanuel Ajanma, Director of Technology
Pierre Laflamme, BCEMS Principal

GUESTS:

Josh Howard Sharon Toborg

1. Call to Order

The Chair, Ms. Parker, called the Monday, October 18, 2021, meeting to order at 5:33 p.m., which was held at the BUUSD Central Office in the First Floor Conference Area, and via video conference - Google Meet.

2. Additions and/or Deletions to the Agenda

None.

3. Public Comment

None.

4. Approval of Minutes

4.1 Approval of Minutes – September 20, 2021 Policy Committee Meeting

On a motion by Mr. Boltin, seconded by Ms. Smith the Committee unanimously voted to approve the Minutes of the September 20, 2021 Policy Committee Meeting.

5. New Business

5.1 Review of BUUSD Policy Manual Index

A copy of the BUUSD Policy Manual Index (dated 10/11/21) was distributed.

Ms. Parker queried regarding the status of Policy B20 – Personnel Recruitment, Selection, Appointment, & Background Check Policy, which has a notation that the policy requires legal vetting and would be sent to the Board again in March of 2021. Mr. Aither advised that though the policy was adopted, it had not been legally vetted (as required) prior to adoption. It was agreed that this policy will be legally vetted and re-presented to the Board. Mr. Hennessey will have this policy legally vetted.

5.2 VSBA Model Policies

A copy of the VSBA Model Policy Index was distributed.

A document titled ‘Current VSBA Work – BUUSD Status – Updated 10/8/21 – Pending Policies’ was distributed.

The Current VSBA Work document has been updated (in house) to identify policies currently under review by VSBA. VSBA has added notations to their records advising of review status, though there is not a separate column on their Policy Index.

In response to a query regarding the status of policies B22 (Public Complaints About Personnel), and D32 (Selection of Instructional Materials and Sensitive Issues), Mr. Aither advised that he believes these policies require legal review and were supposed to be vetted by legal counsel prior to being discussed again by the Policy Committee. Ms. Parker noted that B22 is listed in the Parking Lot, but D32 is not. D32 will be added to the Parking Lot. Mr. Hennessey will be asked to have these policies vetted.

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5.3 Tuition Payment Policy (C26) – Recommended Policy

A copy of the VSBA Policy was distributed.

Mr. Aither has conducted some research on this policy and advised that VSBA has recently updated this policy. This policy is intended for districts that have school choice, or have students who live in close proximity to another district. This policy does not really pertain to the BUUSD.

On a motion by Mr. Boltin, seconded by Mr. Valsangiacomo, the Committee voted 4 to 0 to make a recommendation to the Board that this policy not be adopted by the BUUSD. Mr. Boltin, Ms. Parker, Ms. Smith, and Mr. Valsangiacomo voted for the motion. Mr. McMichael abstained.

5.4 Acceptable Use of Electronic Resources & the Internet Policy (D3) – Required Policy

Copies of the current BUUSD and VSBA Policies were distributed

Mr. Ajanma advised that he supports using the VSBA version of the policy, and supports adopting the VSBA version to replace the current version. Mr. Aither also supports using the VSBA version. Mr. Aither advised that the Committee needs to take action to have the Board approve first and second readings, adopt the policy, and then rescind the current version of the policy.

On a motion by Mr. Valsangiacomo, seconded by Mr. Boltin, the Committee unanimously voted to recommend that the Board adopt the VSBA version of the Acceptable Use of Electronic Resources & the Internet Policy (D3).

5.5 Firearms Policy (C5) – Required Policy

A copy of the policy was distributed.

Mr. Aither advised that it was reported that when the VSBA Implementation section was removed from the policy, the policy was no longer in compliance with the law. Mr. Aither recommends that the Sanctions section be amended to include information that brings the policy into compliance with the law. The policy must contain verbiage that requires any student who brings a firearm to school or possess a firearm at school, be referred to local law enforcement. Ms. Parker queried regarding her concerns on other items included in the VSBA policy that are not included in the BUUSD version of the policy. These items pertain to reporting to DCF and annual reporting by the Superintendent (to the Secretary of Education). It is believed that the two items of concern are reported under different reporting requirements and do not need to be included in the Firearms Policy.

On a motion by Mr. Boltin, seconded by Mr. Valsangiacomo the Committee unanimously voted to accept the policy as presented to the Committee.

5.6 Selection of Instructional Materials and Sensitive Issues Policy (D32) – a To Be Considered Policy)

A copy of the policy was distributed.

It was noted that this policy is one of the policies discussed under Agenda Item 5.2 and it is believed that it requires legal vetting. Mr. Aither advised that he has made some edits to the policy. The edits are documented in the draft presented this evening (utilizing the editing protocols). Mr. Aither provided a brief overview of the amendments included in the draft. Ms. Parker queried regarding 'Materials' #6 (should this be more expansive?). This item will be reviewed by legal counsel (for possible expansion). Ms. Parker queried regarding 'Materials' #8, pertaining to aesthetic values. Brief discussion was held regarding the need to include 'aesthetic values' in the policy.

On a motion by Mr. Boltin, seconded by Mr. Valsangiacomo, the Committee unanimously voted to send the amended policy to legal counsel for vetting as part of the process of preparing the policy for presentation to the Board.

6. Old Business

6.1 Security Cameras Policy (F26) – Recommended Policy

A copy of the BUUSD Electronic Surveillance Policy (F26) was distributed.

The BUUSD has a 'local' policy (F41 – Video Surveillance Policy) on this subject (most recently amended/adopted 03/11/21). The VSBA model policy does not align with the District's system. The draft presented this evening is a combination of the local and VSBA's policies, and does not contain the editing protocols. The draft has been legally vetted. If the draft presented to the Committee this evening is adopted by the Board, the local policy (F41) can then be rescinded. Mrs. Spaulding queried regarding who can view video recordings, specifically law enforcement. Viewing by law enforcement is documented under the section titled 'Video Recordings', rather than under 'Viewing of Live Video'. Mr. Aither advised that the version of the policy presented this evening, was not updated with the most recent information provided by legal counsel. Mr. Aither recommends having a fully updated version presented at next month's meeting. **This item will be added to 'Old Business' on the November agenda.** Mrs. Spaulding requested that a copy of the VSBA policy also be included in next month's packet (for comparison purposes). Mr. Valsangiacomo queried regarding different language that may be necessary relating to when law enforcement can view recordings. Mr. Aither advised regarding the changes recommended by legal counsel. Brief discussion was held regarding whether or not school resource officers are considered law enforcement or district employees, and which part of the policy pertains to SROs. There are situations where SROs

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need to view video for incidents that do not reach the level of criminal conduct. Mr. Aither advised that the SRO can review video without a warrant.

6.2 Summary Report to the Board

Ms. Parker would like the Committee to reach a final decision regarding whether or not a Summary Report needs to be written (monthly), or if a verbal summary of meetings will suffice. Brief discussion was held regarding this topic, including historical information regarding questions posed at Board meetings that were not able to be addressed during Board meetings. The Committee agreed that at the present time, a Summary Report is not necessary.

6.3 Review Priority List

A document titled 'Policy Review Priority' (dated 10/11/21) was distributed.

Mr. Aither advised that the document has been updated. The policy priority levels are determined by building principals. Highlighted policies were ranked the highest by principals (4 or 5 votes). Mr. Aither advised that the high priority policies continue to be worked on. Mr. Aither noted that the BUUSD currently has no adopted policy for 'School Crisis Prevention and Response'. VSBA does have a policy on this topic (F32 – School Crisis Prevention & Response/Procedures for Bomb Threats – a policy to 'consider') that was created in 2009. Mr. Aither believes it is important to implement a policy relating to threat mitigation/response. Administrators also feel strongly that the District have a policy on 'Visits by Parents, Community Members or Media' (VSBA policy E32 – a policy to 'consider'). VSBA last reviewed their policy in 2007. Additionally, it was noted that the Access Control Policy (F25) a VSBA Recommended policy also be included on a future agenda. It will be beneficial to have these three policies discussed at the same meeting (F32, E32, and F25).

7. Other Business

None.

8. Future Agenda Items

Ms. Parker advised that a recent VSBA weekly update included a new Required Policy (D7 – Special Education). The weekly update advises that this policy 'per the AOE, satisfies the monitoring requirement for policy - due by 01/15/22'. Mr. Aither provided some historical information relating to this policy subject matter. It was noted that the AOE is beginning Progress Monitoring, including monitoring of policies and practices within districts, in an effort to assure compliance with the law.

- F26 - Electronic Surveillance – Recommended
- D7 – Special Education - Required – Must be adopted by 01/15/2022

- D32 - Selection of Instructional Materials and Sensitive Issues Policy – Parking Lot (waiting for legal vetting)
- F32 – School Crisis Prevention & Response/Procedures for Bomb Threats (VSBA policy to 'consider') – Parking Lot
- E32 - Visits by Parents, Community Members or Media (VSBA policy to 'consider') – Parking Lot
- F25 – Access Control (VSBA Recommended Policy) – Parking Lot

9. Next Meeting Date

The next meeting is Monday, November 15, 2021 at 5:30 p.m. at the BUUSD Central Office and via video conference.

10. Adjournment

The Committee adjourned at 6:33 p.m.

Respectfully submitted,
Andrea Poulin