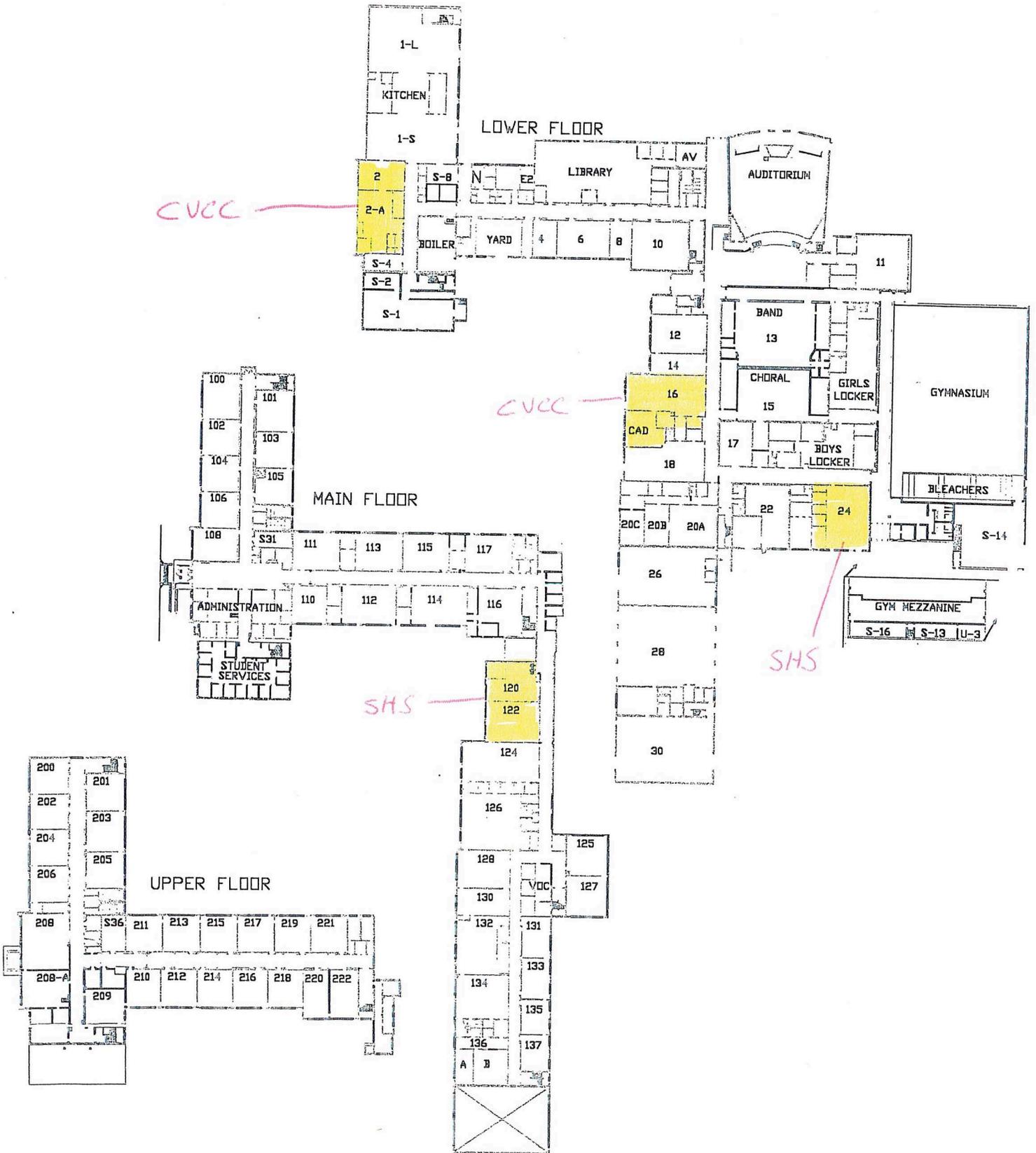


Addendum
BUUSD Board Special Meeting
April 18, 2024

SPAULDING HIGH SCHOOL



FACILITIES USE AND RELATED SERVICES AGREEMENT

THIS FACILITIES USE AND RELATED SERVICES AGREEMENT (“Agreement”), made this 14th day of October, 2022, 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 155 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: Chris Hennessey, Superintendent
120 Ayers Street
Barre, VT 05641

With a copy to: Pietro Lynn, Esq.
76 St Paul Street, #400
Burlington, VT 05401

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 o 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

Jody L. Emerson By: Jody L Emerson Its:
Superintendent

STATE OF VERMONT
Washington COUNTY, SS.

This record was acknowledged before me on 10/14, 2022 by Jody Emerson as Authorized Agent of the Central Vermont Career Center.

Before me,

[Signature]
Notary Public State of Vermont
Commission Expires: 1.31.23

IN THE PRESENCE OF: BARRE UNIFIED UNION SCHOOL DISTRICT

CHRIS HENNESSY By: Christopher Hennessy Its:
SUPERINTENDENT

STATE OF VERMONT
Washington COUNTY, SS.

This record was acknowledged before me on 10/14, 2022 by Christopher Hennessy as Authorized Agent of the Barre Unified Union School District.

Before me,

[Signature]
Notary Public State of Vermont
Commission Expires: 1.31.23



**AMENDMENT TO
FACILITIES USE AND RELATED SERVICES AGREEMENT**

This is an amendment to the FACILITIES USE AND RELATED SERVICES AGREEMENT (“Agreement”) between the Central Vermont Career Center School District, (“CVCCSD”) and the Barre Unified Union School District (the “District”) dated July 7, 2023.

Pursuant to SECTION 13 of the Agreement, the parties agree to amend the Agreement as follows:

- SECTION 3 shall be stricken in its entirety and replaced with the following:

SECTION 3. Use Fee.

CVCCSD 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. The annual Use Fee amount shall be based on the percentage of the respective budget item amounts established in the Spaulding High School budget. 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 (twenty percent (20%) of the Property’s total square footage). The Use Fee shall be allocated among the following services provided by the District:

- (a) Health. CVCCSD shall pay the District twenty percent (20%) 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.
- (b) Library. CVCCSD shall pay the District twenty percent (20%) of the District’s total annual cost of for Library Services at Spaulding High School, including use of the library and related library services.
- (c) Facility. CVCCSD shall pay the District twenty percent (20%) 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. The District represents and warrants that the Facility Use and Facility Support Services will be of good quality, and CVCCSD may periodically evaluate these services to assure they are being performed to CVCCSD’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. CVCCSD and the District agree that CVCCSD's students shall be able to participate and obtain meals on the same basis as the District provides to its high school students. CVCCSD shall annually meet and confer to discuss both the cost and quality of such student meals. Following such meeting CVCCSD and the District shall agree on the cost of said meals for the school year and quality benchmarks.

- SECTION 7(b)(iii) shall be stricken in its entirety and replaced with the following:

(iii) cool and dehumidified air at adequate temperatures, during the usual cooling season, to the existing air-conditioned areas in the spaces occupied by CVCCSD, accessible 24 hours a day, 7 days per week. The District will not provide cool and dehumidified air in spaces that are not currently air-conditioned.

- SECTION 10 shall be stricken in its entirety and replaced with the following:

CVCCSD shall have the right, with consultation and approval from the District Director of Facilities, at its sole cost and expense, to alter, improve the Space, such approval shall not be unreasonably withheld provided that such alteration does not negatively impact BUUSD's use of its remaining space in the building or does not materially reduce the value or usefulness of the Space upon expiration of the Term. Notwithstanding the foregoing, any fixtures installed by CVCCSD 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 CVCCSD at CVCCSD's cost upon termination of this Agreement and CVCCSD 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. CVCCSD shall pay all costs and expenses in connection with the making of alterations. CVCCSD shall indemnify and hold the District harmless from and against any claims arising out of such work.

- SECTION 10B shall be stricken in its entirety and replaced with the following:

The parties agree that the CVCCSD Facility Improvements undertaken prior to Agreement do not increase the value of the building and do not qualify for credits under the terms and conditions in the Agreement. Future improvements made in consultation with the BUUSD Director of Facilities and paid for by CVCCSD may qualify for credit moving forward as agreed by both parties prior to the improvements.

[signatures to follow]

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

IN THE PRESENCE OF:

CENTRAL VERMONT CAREER CENTER SCHOOL DISTRICT

Ashley Calabrese

By: Jody L. Emerson
Its: Superintendent

STATE OF VERMONT

Washington COUNTY, SS.

This record was acknowledged before me on July 7, 2023 by as Authorized Agent of the Central Vermont Career Center School District.

Before me, Carol Marald
Notary Public State of Vermont
Commission Expires:



IN THE PRESENCE OF:

BARRE UNIFIED UNION SCHOOL DISTRICT

Lisa Peneau

By: Christopher Hennessey
Its: SUPERINTENDENT

STATE OF VERMONT

Washington COUNTY, SS.

This record was acknowledged before me on July 18, 2023 by as Authorized Agent of the Barre Unified Union School District.

Before me, Carol Marald
Notary Public State of Vermont
Commission Expires:

