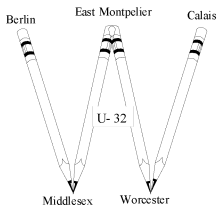
Washington Central Unified Union School District

WCUUSD exists to nurture and inspire in all students the passion, creativity and power to contribute to their local and global communities.

1130 Gallison Hill Road
Montpelier, VT 05602
Phone (802) 229-0553
Fax (802) 229-2761



Washington Central Unified Union School Board Meeting
8.19.26
6:15-9:15 PM
(In-Person & Virtual)
U-32 Middle and High School
930 Gallison Hill Road
Montpelier, VT 05602

Virtual Meeting Information
https://tinyurl.com/56j6nubv
Meeting ID: 814 4689 7166
Password: 672065
Dial by Your Location: 1-929-205-6099

1. Call To Order

2. Welcome — 15 Minutes
   - 2.1. Adjustments to The Agenda
   - 2.2. Reception of Guest
   - 2.3. Public Comments:Time limit strictly enforced, see note

3. Presentation (Discussion): — 10 Minutes
   - 3.1. Superintendent Transition Updates
   - 3.2. CESA Update
   - 3.3. Inservice Day and Start of School Plans

4. Board Operations (Discussion/Action) — 45 Minutes
   - 4.1. Central Vermont Career Center Building Project 4.1.1. CVCC WCUUSD Lease Agreement - pg. 5

5. Finance (Discussion/Action) — 30 Minutes
   - 5.1. Public Comment Opportunity - Partial Corrective Action Plan: Proposed Renovation Area at U-32 - pg. 29
   - 5.2. Award Bid for U-32 Replacement One-ton Dump Truck with Plow - pg. 41

5.3. FY 28 Capital Improvement Projects - pg. 42

6. Personnel (Discussion/Action): 10 Minutes
   6.1. Vacancy Updates
   6.2. Approve New Teachers, Resignations, Leave of Absence, and Changes in FTE - pg. 44

7. Consent Agenda (Discussion/Action): 5 Minutes
   7.1. Approve Minutes of 8.5.26 - pg. 49

8. Future Agenda Items: 5 Minutes
   8.1. Merger Study Updates

9. Reflections: 10 Minutes

10. Public Comments: Time limit strictly enforced, see note 15 Minutes

11. Potential Executive Session: Negotiation Update 30 Minutes

12. Adjourn

NOTE: To ensure the board has time to conduct its business, the board will adhere to a strict 1.5 minute public comment time limit per person. Microphones will be muted when time is up. If there is not enough time on the agenda for all members of the public wishing to comment at the beginning of the meeting, there is additional public comment at the end of the meeting.

WCUUSD Board Norms - Adopted 9.17.25

Public input –Notify the community about public forums and opportunities for public comment at board meetings, and the ability to always submit written input.

Community involvement during regular meetings of the board – Every meeting will include at least one opportunity for public comment. Public comment is an opportunity for board members to listen. If a board member feels a concern raised in public comment warrants further board discussion, they may request that the steering committee discuss and decide how the issue should be added to a future agenda.

- **Community dialogue** – The board will periodically schedule community forums that allow for dialogue, questions and answers from the board or the district leadership team.
- **Stay on time** – Start and end on time. The chair may appoint a time-keeper.
- **Inclusive time for thoughtful decisions** - The chair and agenda steering committee will plan time for complex or contentious issues to be discussed at more than one meeting before the board votes, except where a decision is urgent.
- **Prepare for meetings and Receive materials in advance**-Board members come prepared, having reviewed the agenda and materials in advance
- **Announcements in reports** – Announcements from the administration will appear in the reports and not as discussion items.
- **Respect each other** – Listen, allow others to be heard, share concerns, assume positive intentions, be present, focus on shared solutions and celebrate successes.
- **All voices will be heard**- Every board member gets a chance to speak. Some topics warrant having each board member speak in turn to ensure full representation. Board members will address the topics up for debate and not the person.
- **Governance Reflection** - At the end of each board meeting, reflect on whether the board adhered to agreed protocols, processes, and policies.
- **Reflection** –At the end of each board meeting, board members will be allowed time to share their general reflections on the meeting.

AGENDA KEY

Agenda Section	Examples	Role/ Responsibility	Description
Call to Order	n/a	Board Chair or designee	Formal opening to meeting. Superintendent calls to order during annual reorganization
Public Comment			Opportunity for public comment on items not on the agenda. Board will adhere to a strict 1.5 minute public comment time limit per person. Microphones will be muted when time is up. If there is not enough time on the agenda for all members of the public wishing to comment at the beginning of the meeting, there is additional public comment at the end of the meeting.

Executive Session	Personnel Student Matter Negotiations		Only for discussion of items covered in VSA §313. Formal actions not taken in Executive Session
Reports to the Board	Superintendent/ COLT Student Report	Administration	Both regular/recurring reports and one-time reports happen here. One-time reports are determined by the Board workplan or requested by the will of the Board. Generally, reports invite clarifying questions but not formal discussion/action
Committee Reports	Finance Policy Education Quality	Board	Chair of the committee reports on substance of most recent committee meeting. Generally, reports invite clarifying questions; any discussion or action items would be listed in the respective section of the agenda
Discussion Items		Board with input from administration	Items on the agenda specifically for discussion of the Board. Chair can seek input from audience during discussions. Generally not intended for action (although nothing prevents the Board from taking an action)
Action Items	Personnel approvals	Board	Items formally on the agenda for Board action. Discussion can occur after a motion is on the table
Consent Agenda	Board Orders Minutes	Board	Designed for items that need proforma approval and/or are sufficiently routine. Board acts on all items in the Consent agenda and does not discuss any item unless it is pulled out during Agenda Adjustments

Proposal to the WCUUSD Board: Authorization of CVCC Option and November 2026 Bond Vote Warning

To: Washington Central Unified Union School District (WCUUSD) Board
From: Central Vermont Career Center School District (CVCCSD) Board
Date: August 5, 2026

Subject: Proposal for Second Campus for Central Vermont Career Center (CVCC) at U-32 — Adoption of Site Development Option & Review of Draft Lease Agreement in preparation for November 2026 Bond Vote

Executive Summary

The Central Vermont Career Center School District (CVCCSD) has experienced 16% growth in enrollment and holds the 3rd-highest CTE enrollment growth in Vermont. Our current physical facilities can no longer accommodate regional student demand or satisfy legislative mandates under S.313, which requires equal geographic and institutional access to high-quality technical education.

Following an extensive review by the CVCCSD Facilities Committee and a Facilities Workgroup following the 2025 bond vote, this proposal recommends that the WCUUSD Board formally approve the option before you for the development of a satellite CVCC campus at the U-32 site. This option provides the most functional, unified, and cost-effective configuration for a cohesive multi-district educational campus. Authorization is requested to proceed with planning for this campus and the legal warnings required to place a capital construction bond on the ballot for November 2026.

Benefits of the Multi-Campus Model

1. Strategic & Educational Benefits to WCUUSD

- **Pathway to a Comprehensive High School:** Co-locating CVCC on the U-32 campus directly moves WCUUSD toward an opportunity to set U-32 up for the future as a Comprehensive High School or Regional High School where students can access both rigorous academic coursework and technical hands-on training on a single campus.
- **Positioned for State Funding & Legislative Alignment:** The model aligns directly with new Vermont CTE access legislation (S.313). By leading implementation of this model alongside CVCCSD, WCUUSD positions itself favorably for potential state school construction aid, bonding support, or subsidies expected after 2028.
- **Retained Land Ownership:** Under the proposed lease agreement, WCUUSD retains ultimate ownership of the land, while CVCCSD assumes the financial burden of bonding for and constructing the building. While WCUUSD taxpayers pay a fraction of the

CVCCSD bond, 100% of the new physical infrastructure and campus upgrades directly benefit the U-32 campus

2. Systemic Benefits to CVCC & Regional Students

- **Expanded Capacity to Meet Demand:** CVCC currently turns away over 150 qualified applicants every year due to severe space limits at its 1969 facility. The multi-campus model expands capacity from 250 to 450 students and meet state educational mandates.
- **Reduction of Scheduling Fragmentation:** daily commutes fragment instruction and force a perception that students must choose between academic rigor and career training, opportunities on the U-32 campus will help reduce that and may help build the Arts Academy that was previously discussed for U-32.
- **Cohesive "Bookend" Campus Layout:** This option establishes a 2-story building situated near U-32 with a shared central parking lot. The design is a simple, cost-efficient solution that minimizes disruption to U-32's existing facilities while increasing options for students.

3. Regional & Community Economic Impact

- **Direct & Local Wage Investments:** CTE programs deliver immediate, tangible value to local economies. During the past school year alone, CVCC Co-Op students earned more than **$352,000 in direct wages** while completing over **18,000 hours of hands-on work** in high-demand regional industries.
- **Economic Multiplier Effect:** Using a conservative economic multiplier, those student wages generated an estimated **$600,000 in total economic activity** across Central Vermont. As students re-invest their earnings locally into gas, groceries, trade tools, and local services, they actively support regional businesses and workforce ecosystems.
- **Workforce Retention:** By expanding physical access through the U-32 satellite campus, more local students can acquire high-demand trade skills, access high-paying local careers, and build long-term lives in Vermont—strengthening the long-term economic resilience of our communities.

Why This Option Is Recommended

A collaborative assessment has determined that this option provides significant architectural, financial, and operational advantages over other conceptual mockups:

- **Unified Campus Design ("Bookends"):** Option 4 positions the new CVCC building close to the existing U-32 facility, utilizing a shared parking lot to create a seamless, cohesive campus feeling. This directly prevents the isolated "two separate schools" dynamic present in alternative layouts.

- **Cost Efficiency & Phased Infrastructure:** Phase 1 utilizes a distinct 2-story above-grade design to maximize visual presence and efficiency. It avoids immediate costly modifications such as constructing new sports bleachers, and positions the facility closer to Gallison Road to optimize water/sewer utility integration.
- **Athletic Field Preservation:** During Phase 1, Option 4 preserves one existing practice field entirely. The single practice field impacted (primarily used for soccer and lacrosse practices) will be relocated and replaced concurrently near the tennis courts. The replacement of the second field is deferred to future development phases.
- **Enhanced Accessibility:** Option 4 fully addresses critical campus accessibility and student transition mandates raised by the Joint Facilities Executive Committee.
- **Strategic Parking Adjustments:** No immediate expansion footprint is required for parking in Phase 1; the current dirt lot will simply be paved.

Educational Alignment & Programming Transition

Building the satellite campus at U-32 positions both Spaulding and U-32 to function as comprehensive high schools, directly aligning with state educational priorities.

To prepare for a smooth physical transition, CVCCSD intends to launch phased system developments during FY28. This includes exploring options to transition specific programs to the U-32 campus, helping both administrations iron out transportation, scheduling, and student support mechanisms well before building doors open.

Projected Milestones & Bond Vote Timeline

To secure capital funding, the CVCCSD Board intends to warn a public bond vote for November 2026 according to the following legally mandated timeline:

- **May 11 – July 21, 2026:** Programming & Site Concept Designs *(Completed)*
- **July 21 – August 1, 2026:** Cost Estimation & Draft Lease Agreement
- **August 5, 2026:** Presentation of formal proposal to WCUUSD Board for conceptual endorsement.
- **August 10, 2026:** CVCCSD Board Meeting to finalize project budget allocations.
- **September 14, 2026:** Official Public Warning of the Capital Construction Bond Vote.
- **November 3, 2026:** Public Bond Vote Election.

Board Action Requested

We request that the WCUUSD Board vote to endorse the Site Development Option, review the draft lease agreement and grant permission for CVCCSD to continue to engage Sean Toohey in the work of drafting this agreement, provide revisions for consideration at your next board meeting, and provide general support for the public warning process for the November 2026 bond vote.

DRAFT GROUND LEASE

This lease agreement (this "lease") is made *[date of agreement]*, between **Washington Central Unified Union School District**, a corporation organized under the laws of *Vermont*, having its principal office at *[address of lessor]* ("lessor"), and **Central Vermont Career Center**, a corporation organized under the laws of *Vermont*, having its principal office at *[address of lessee]* ("lessee").

The parties agree as follows:

SECTION ONE.
DEMISE, DESCRIPTION, AND USE OF PREMISES

Lessor leases to lessee and lessee hires from lessor, for the purpose of conducting in and on such premises any lawful business and for no other purpose, those certain premises with the appurtenances, situated in *[name of city]*, *[name of county]*, *[name of state]*, and more particularly described in Exhibit *[designation of exhibit]* attached to and by this reference made a part of this lease agreement. As used in this lease agreement, the term "premises" refers to the real property above described and to any improvements located on the property from time to time during the term of this lease agreement.

SECTION TWO.
TERM

The initial term of this lease agreement shall be for *[number of years]* years, commencing on *[commencement date of term]*, and ending on *[end date of term]*. As used in this lease agreement, the expression "term of this lease agreement" refers to the initial term and to any renewal of this lease agreement as provided below.

SECTION THREE.
RENT

Subject to adjustment as provided below, the total rent for the initial term shall be $*[dollar amount of total rent]*, which lessee shall pay to lessor, without deduction or offset, at the place or places as may be designated from time to time by lessor, in installments as follows: *[Schedule of payments]*.

The rental to be paid by lessee under this lease agreement shall be subject to adjustment as follows:

A. Period for rental adjustment. Lessor may require an adjustment in the amount of the rental for either or both the second and the third *[number of years]*-year periods of the initial term of this lease agreement, the *[number of years]*-year periods commencing on *[commencement date of first period]* and *[commencement date of second period]*, respectively. If lessee exercises its option to renew the lease, lessor may further require an adjustment in the amount of the rental for either or both of the two *[number of years]*-year periods of the renewal term, the periods commencing on *[commencement date of first renewal period]*, and *[commencement date of second renewal period]*, in each case by giving written notice to lessee at least *[number of*

days] days prior to the commencement of the *[number of years]*-year period, as the case may be, with respect to which the rental adjustment is required.

B. Arbitration in event of dispute. If lessor shall require a rental adjustment for any of such periods, lessor and lessee may agree, in writing, on the amount of the rental for the period in question at any time within *[number of days]* days after the giving by lessor to lessee of written notice of such requirement. If the agreement is not reached and signed by both parties within *[number of days]* days, then the rental for the period in question shall be determined by competent and disinterested appraisers, one of whom shall be selected and paid for by lessor and one selected and paid by lessee. The two appraisers so selected shall select a third appraiser, the expense to be born equally by lessor and lessee. The three appraisers, so selected, shall determine the rental to be paid by lessee during the ensuing period. If either lessor or lessee shall fail to appoint an appraiser within *[number of days]* days after the expiration of *[number of days]* days, or if the first two appraisers shall fail to select a third appraiser within *[number of days]* days after they have been selected, then the appraiser in question shall be appointed by the *[title of appointing authority]* on request of either party or of either of the first two appraisers, as the case may be.

C. Task of appraiser. The appraisers, when selected, shall be instructed that they are to determine the fair rental value of the land demised under and pursuant to this lease agreement for the highest and best use of the land at such time, without regard to any improvements on the land or the use then being made of the property by lessee. The appraisal shall be in writing and copies of it shall be given to lessor and lessee prior to the commencement of the period in question. In no event shall the appraised rental value be less than the rental then being paid by lessee. The amount so determined by appraisal shall be the rental for the remainder of the term of this lease agreement or the option period, as the case may be, or until further adjustment as provided above.

SECTION FOUR.
WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that lessor is seized of the demised premises in fee simple and has full right to make and enter into this lease and that lessee shall have quiet and peaceable possession of the demised premises during the term of this lease agreement.

SECTION FIVE.
DELIVERY OF POSSESSION

If lessor, for any reason whatever, cannot deliver possession of the demised premises to lessee at the commencement of the lease term, as specified above, this lease agreement shall not be void or voidable, nor shall lessor be liable to lessee for any loss or damage resulting from such nondelivery; but in that event, there shall be a proportionate reduction of rent covering the period between the commencement of the lease term and the time when lessor can deliver possession.

SECTION SIX.
USES PROHIBITED

Lessee shall not use, or permit the demised premises, or any part of the demised premises, to be used, for any purpose or purposes other than the purpose or purposes for which the demised premises are leased under this lease agreement. No use shall be made or permitted to be made of the demised premises, or acts done, which will cause a cancellation of any insurance policy covering the building located on the premises, or any part of such building, nor shall lessee sell, or permit to be kept, used, or sold, in or about the demised premises, any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this lease agreement, covering any building and appurtenances at any time located on the demised premises.

SECTION SEVEN.
WASTE AND NUISANCE PROHIBITED

During the term of this lease, lessee shall comply with all applicable laws affecting the demised premises, the breach of which might result in any penalty on lessor or forfeiture of lessor's title to the demised premises. Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

SECTION EIGHT.
ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this lease agreement. If lessee abandons, vacates, or surrenders the demised premises, or is dispossessed by process of law, or otherwise, any personal property belonging to lessee and left on the premises shall be deemed to be abandoned, at the option of lessor, except such property as may be encumbered to lessor.

SECTION NINE.
LESSOR'S RIGHT OF ENTRY

Lessee shall permit lessor and the agents and employees of lessor to enter into and on the demised premises at all reasonable times for the purpose of inspecting the premises, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to lessee for any loss of occupation or quiet enjoyment of the premises occasioned by the entry. Lessee shall permit lessor and its agents and employees, at any time within the last *[number of years]* years prior to the expiration of this lease agreement, to place on the demised premises any usual or ordinary “To Let” or “To Lease” signs and exhibit the premises to prospective tenants at reasonable hours.

SECTION TEN.
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

A. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the demised premises, together with all buildings and improvements placed by lessee on the premises, as security for any indebtedness of lessee. The execution of any

mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease agreement, or as an assumption by the holder of the indebtedness personally of the obligations of this lease agreement. No encumbrance, foreclosure, conveyance, or exercise of right shall relieve lessee from its liability under this lease agreement.

B. If lessee shall encumber its leasehold interest and estate in the demised premises and if lessee or the holder of the indebtedness secured by the encumbrance shall give notice to lessor of the existence of the encumbrance and the address of the holder, then lessor will mail or deliver to the holder, at such address, a duplicate copy of all notices in writing which lessor may, from time to time, give to or serve on lessee under and pursuant to the terms and provisions of this lease agreement. The copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on lessee. The holder may, at its option, at any time before the rights of lessee shall be terminated as provided in this lease agreement, pay any of the rents due under this lease agreement, or pay any taxes and assessments, or do any other act or thing required of lessee by the terms of this lease agreement, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this lease agreement or to prevent the termination of this lease agreement. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of lessee as if done and performed by lessee.

SECTION ELEVEN.
SUBLETTING AND ASSIGNMENT

Lessee may sublet the premises in whole or in part without lessor's consent, but the making of any sublease shall not release lessee from, or otherwise affect in any manner, any of lessee's obligations under this lease agreement. Lessee shall not assign or transfer this lease agreement, or any interest in this lease agreement, without the prior, express, and written consent of lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of lessor, terminate this lease agreement. Neither this lease agreement nor the leasehold estate of lessee nor any interest of lessee under this lease agreement in the demised premises or any buildings or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of lessor, terminate this lease agreement.

SECTION TWELVE.
LESSEES CURRENTLY IN POSSESSION

It is understood that lessor has previously given to the tenants currently occupying the demised premises written notices terminating the tenancies on *[date of termination of current tenancies]*. Lessor agrees not to rescind these notices or to extend any existing leases or make any new leases in the premises extending beyond *[date of termination of current tenancies]*. If lessor

obtains possession of the entire premises free of tenancy prior to *[date of termination of current tenancies]*, lessor shall deliver possession of the premises to lessee *[number of days]* days afterward. The term of this lease agreement shall then commence and shall be extended to include the period between such date and *[date of termination of current tenancies]*, and lessee shall pay to lessor, in advance on the commencement of such term, the rental for such period, computed at the rate of $*[dollar amount of daily rent]* per day for each day for that period. If the tenants currently occupying the demised premises shall not surrender possession of the demised premises to lessor on or before *[date of termination of current tenancies]*, lessor shall promptly commence and diligently pursue to completion any legal action available to obtain possession of the demised premises as soon as reasonably possible and, in that event, the provisions of SECTION FIVE of this lease agreement shall prevail.

SECTION THIRTEEN.
NOTICES

A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:
If to lessor: *[name of lessor]*, *[address of lessor]*.
If to lessee: *[name of lessee]*, *[address of lessee]*.
B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION FOURTEEN.
TAXES AND ASSESSMENTS

A. Taxes as additional rental. As additional rental under this lease agreement, lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind, including all governmental charges of any name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the demised premises, or any part of the demised premises, the leasehold of lessee in and under this lease agreement, the premises described in this lease agreement, any building or buildings, or any other improvements now or later on the demised premises, or on or against lessee's estate created by this lease agreement that may be a subject of taxation, or on or against lessor by reason of its ownership of the fee underlying this lease agreement, during the entire term of this lease agreement, excepting only those taxes specifically excepted below.
B. Assessments affecting improvements. Specifically and without in any way limiting the generality of the provisions of paragraph A of this SECTION FOURTEEN, lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision. If the right is given to

pay either in one sum or in installments, lessee may elect either mode of payment and its election shall be binding on lessor. If, by making any such election to pay in installments, any of the installments shall be payable after the termination of this lease agreement or any extended term of this lease agreement, the unpaid installments shall be prorated as of the date of termination, and amounts payable after that date shall be paid by lessor. All of the taxes and charges under this SECTION FOURTEEN shall be prorated at the commencement and expiration of the term of this lease agreement.

C. Taxes excepted. In spite of anything in this SECTION FOURTEEN to the contrary, lessee shall not be required to pay any estate, gift, inheritance, succession, franchise, income, or excess profits taxes that may be payable by lessor or lessor's legal representative, successors, or assigns, nor shall lessee be required to pay any tax that might become due on account of ownership of property other than that leased in this lease agreement which may become a lien on or collectable out of the property leased under this lease agreement.

D. Contesting taxes. If lessee shall, in good faith, desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this section to be paid by lessee, lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which lessee is so contesting, until final determination of the contest, on giving to lessor written notice prior to the commencement of any such contest, which shall be at least *[number of days]* days prior to delinquency, and on protecting lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any such contest.

E. Disposition of rebates. All rebates on account of any taxes, rates, levies, charges, or assessments required to be paid and paid by lessee under the provisions of this lease agreement shall belong to lessee, and lessor will, on the request of lessee, execute any receipts, assignments, or other documents that may be necessary to secure the recovery of any rebates, and will pay over to lessee any rebates that may be received by lessor.

F. Receipts. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this lease agreement to be paid by lessee, promptly on payment of any such taxes, assessments, and other items.

SECTION FIFTEEN.
CONSTRUCTION OF NEW BUILDING

A. Plans and specifications. On or before *[date of deadline to prepare plans and specifications]*, lessee shall, at lessee's sole expense, prepare plans and specifications for a new building to be erected on the premises which shall provide for a *[description of building] [OPTIONAL: [description of restrictions and requirements of building]]*. The plans and specifications shall be submitted to lessor for lessor's written approval or any revisions required by lessor. Lessor shall not unreasonably withhold approval, and in the event of disapproval, lessor shall give to lessee an itemized statement of reasons for disapproval within *[number of days]* days after the plans and specifications are submitted to lessor.

B. Arbitration. If plans and specifications are not approved by lessor and lessee in writing within *[number of days]* days after they are first submitted to lessor, then lessor and lessee shall each select an arbitrator, and the two arbitrators so selected shall select a third arbitrator. The three arbitrators so selected shall hear and determine the controversy and their decision as to the final plans and specifications shall be final and binding on both lessor and lessee, who shall bear

the cost of the arbitration equally between them. The arbitrators shall determine the controversy and notify lessor and lessee in writing of their determination within *[number of days]* days after the controversy has first been submitted to the arbitrators.

C. Demolition. On or before *[date of deadline for beginning demolition]*, lessee shall, at lessee's sole expense, commence and after such date diligently prosecute to completion the demolition of the existing improvements and the construction of the *[type of building contemplated]*, in accordance with the plans and specifications. Prior to the commencement of any work, lessee shall furnish lessor with a good and sufficient surety bond guaranteeing the completion of the building and the payment of all bills in connection with the work.

D. Alterations, improvements, and changes permitted. Lessee shall have the right to make such alterations, improvements, and changes to any building that may, from time to time, be on the premises as lessee may deem necessary, or to replace any building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any building, lessee shall obtain lessor's written approval of the plans and specifications, which approval lessor shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or that any proposed new building is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, lessor shall give to lessee an itemized statement of reasons for the disapproval. If lessor does not disapprove the plans and specifications provided for in this SECTION FIFTEEN within *[number of days]* days after they have been submitted to lessor, the plans and specifications shall be deemed to have been approved by lessor. Lessee will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of the building, or that will adversely affect the structural integrity of the building. Prior to commencing any work that will cost in excess of $*[dollar amount of maximum cost before surety bond required]*, lessee shall furnish lessor, on demand, with a good and sufficient surety bond insuring the completion of the work and the payment of all bills in connection with the work.

E. Restoration and replacement of currently existing structure. Lessee shall have no obligation to restore or replace at the expiration or other termination of this lease agreement the building located on the land demised at the commencement of the term of this lease agreement, except that, prior to the time lessee may demolish the building, lessee shall keep and maintain the building in a condition comparable to its condition when delivered to lessee.

F. Disposition of new improvements. Any new building constructed by lessee on the premises, and all alterations, improvements, changes, or additions made in or to the premises shall be the property of lessor, and lessee shall have only a leasehold interest in them, subject to the terms of this lease agreement.

SECTION SIXTEEN.
REPAIRS AND DESTRUCTION OF IMPROVEMENTS

A. Maintenance of improvements. Lessee shall, throughout the term of this lease agreement, at its own cost, and without any expense to lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this lease agreement,

restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatever.
B. No obligation by lessor to make improvements. Lessor shall not be obligated to make any repairs, replacements, or renewals, of any kind, nature, or description, to the demised premises or any buildings or improvements on the demised premises.
C. Lessee's compliance with laws. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, the improvements on or any activity or condition on or in the premises.
D. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the demised premises shall not release lessee from any obligation under this lease agreement, except as expressly provided below. In case of damage to or destruction of any such building or improvement, lessee shall, at its own expense, promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to lessee for repair or replacement.
E. Damage or destruction occurring toward end of term. In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of the destruction of the building on the premises or damage to the building from any cause so as to make it untenantable occurring during the last *[number of years]* years of the term of this lease agreement, lessee, if not then in default under this lease agreement, may elect to terminate this lease agreement by written notice served on lessor within *[number of days]* days after the occurrence of the damage or destruction. In the event of such termination, there shall be no obligation on the part of lessee to repair or restore the building or improvements nor any right on the part of lessee to receive any proceeds collected under any insurance policies covering the building or any part of the building. On such termination, rent, taxes, assessments, and any other sums payable by lessee to lessor under this lease agreement shall be prorated as of the termination date. If any rent, taxes, or assessments shall have been paid in advance, lessor shall rebate any such payment for the unexpired period for which payment shall have been made.
F. Election not to terminate. If, in the event of destruction or damage during the last *[number of years]* years of the term of this lease agreement, lessee does not elect to terminate this lease, the proceeds of all insurance covering the damage or destruction shall be made available to lessee for repair or replacement, and lessee shall be obligated to repair or rebuild the building as provided above.

SECTION SEVENTEEN.
UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this lease agreement, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises, and lessor shall have no responsibility of any kind for any such utilities.

SECTION EIGHTEEN.
LIENS

A. Lessee's duty to keep premises free of liens. Lessee shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of lessee, any alteration, improvement, or repairs or additions that lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by lessee on or about the premises, or any obligations of any kind incurred by lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify lessor and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.
B. Written notice. Lessee shall give lessor written notice no less than *[number of days]* days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of $*[dollar amount of maximum cost before lessee required to notify lessor]* in order that lessor may post appropriate notices of lessor's nonresponsibility.
C. Contesting liens. If lessee desires to contest any lien, it shall notify lessor of its intention to do so within *[number of days]* days after the filing of the lien. In that case, and provided that lessee shall, on demand, protect lessor by a good and sufficient surety bond against any lien and any cost, liability, or damage arising out of such contest, lessee shall not be in default under this lease agreement until *[number of days]* days after the final determination of the validity of the lien, within which time lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on the lien, and such delay shall be a default of lessee under this lease agreement.
D. Indemnification. In the event of any such contest, lessee shall protect and indemnify lessor against any and all loss, expense, and damage resulting from the contest.

SECTION NINETEEN.
INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the demised premises or be in, on, or about the demised premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as, or of a different kind than, the matters or things above set forth. Lessee shall indemnify lessor against any and all claims, liability, loss, or damage whatever on account of any such loss, injury, death, or damage. Lessee waives all claims against lessor for damages to the building and improvements that are now on or later placed or built on the premises and to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of lessor, its agents, or employees.

SECTION TWENTY.
ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this lease agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease agreement, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION TWENTY-ONE.
OPTION TO RENEW

Lessor grants to lessee, subject to the conditions set forth below, the right and option to renew this lease agreement for a period of *[number of years]* years, beginning on *[commencement date of first renewal term]*, and expiring on *[expiration date of first renewal term]*, at a rental determined as provided above, and otherwise subject to and on all of the terms and conditions contained in this lease agreement *[OPTIONAL: except that there shall be no further option to renew the lease]*. This option must be exercised by the giving to lessor, on or before *[date of deadline for exercising renewal option]*, a written notice of the exercise of the option by lessee, but lessee shall, in no event, be entitled to renew the term of this lease agreement, even though the notice be timely given, unless lessee shall have timely performed all of its obligations under this lease agreement, and shall not be in default in the performance of any such obligations, on the date of the expiration of the initial term of this lease agreement.

SECTION TWENTY-TWO.
SIDEWALK SPACE

Lessor does not lease to lessee any space under, in, or on any street or sidewalk adjacent to the demised premises but does license lessee, subject to all the terms and provisions of this lease agreement, and at lessee's sole risk, the right to the use of any space under, in, or on any adjacent street or sidewalk as lessor itself may have. Lessee shall vacate the space if lessor is ordered to vacate it by any public authority; the vacation of the space by lessee shall not entitle lessee to any reduction of rental due under this lease agreement. Lessee shall indemnify lessor against all claims of the City of *[name of city]* or the County of *[name of county]*, or any public authority, for compensation or damages for the use or occupation of or intrusion on any adjacent sidewalk or street by lessee or by any employee, agent, invitee, or anyone acting under instruction or authority of lessee. The rights of lessee under this lease agreement shall be subject to such present and future ordinances or regulations or laws as may be made by the City of *[name of city]* or the County of *[name of county]*, or any other public authority having jurisdiction.

SECTION TWENTY-THREE.
REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by lessee under this lease agreement in the amounts, at the times, and in the manner provided in this lease agreement, and

shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration or earlier termination of this lease agreement, lessee shall peaceably and quietly quit and surrender to lessor the premises in good order and condition subject to the other provisions of this lease agreement. In the event of the nonperformance by lessee of any of the covenants of lessee undertaken in this lease agreement, this lease agreement may be terminated as provided elsewhere in this instrument.

SECTION TWENTY-FOUR.
REMEDIES CUMULATIVE

All remedies conferred on lessor in this lease agreement shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY-FIVE.
INSURANCE

A. Insurance coverage of premises. Lessee shall, at all times during the term of this lease agreement and at lessee's sole expense, keep all improvements that are now or later a part of the premises insured against loss or damage by fire and the extended coverage hazards for $*[dollar amount of hazard insurance]* of the full replacement value of the improvements, with loss payable to lessor and lessee as their interests may appear. Any loss adjustment shall require the written consent of both lessor and lessee.

B. Personal injury liability insurance. Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting on them in the amount of $*[dollar amount of personal injury liability insurance per person]* for injury to or death of any one person, and $*[dollar amount of personal injury liability insurance per occurrence]* for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of $*[dollar amount of property damage liability insurance]* and insurance on all boilers and other pressure vessels, fired or unfired, in the sum of $*[dollar amount of boiler insurance]*. Such insurance shall specifically insure lessee against all liability assumed by it under this lease agreement, as well as liability imposed by law, and shall insure both lessor and lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for lessor and lessee.

C. Lessor's right to pay premiums on behalf of lessee. All of the policies of insurance referred to in this section shall be written in a form satisfactory to lessor and by insurance companies satisfactory to lessor. Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to lessor. In the event of the failure of lessee, either to effect insurance in the names called for in this lease agreement or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to lessor, lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to lessor with the next installment of rental. Failure to repay the same shall carry with it the same consequence as failure to pay any installment of rental. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to lessor, that it will give to lessor *[number of days]* days' written notice before the policy or policies in question shall be altered or canceled. Lessor agrees

that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by lessee.

D. Definition of full replacement value. The term “full replacement value” of improvements, as used in this lease agreement, shall mean the actual replacement cost of the improvements from time to time less exclusions provided in the normal fire insurance policy. If either party believes that the full replacement value (that is to say, the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as provided below, only at intervals of not less than *[number of years]* years, to have such full replacement value redetermined by the fire insurance company which is then carrying the largest amount of fire insurance carried on the demised premises (an “impartial appraiser”). The party desiring to have the full replacement value so redetermined by the impartial appraiser shall promptly, on submission of the determination to the impartial appraiser, give written notice of the submission to the other party to this lease agreement. The determination of the impartial appraiser shall be final and binding on the parties to this lease agreement, and lessee shall promptly increase (or may decrease) the amount of the insurance carried pursuant to this section as the case may be to the amount so determined by the impartial appraiser. The determination shall be binding for a period of *[number of years]* years, and subsequently until superseded by agreement between the parties to this lease agreement or by a subsequent redetermination by an impartial appraiser. Each party shall pay one-half of the fee, if any, of the impartial appraiser. If during any such *[number of years]*-year period, lessee shall have made improvements to the premises, lessor may have such full replacement value redetermined at any time after the improvements are made, regardless of when the full replacement value was last determined.

E. Adjustment of coverage. If either party shall at any time deem the limits of the personal injury or property damage public liability insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for insurance then to be carried. Insurance shall then be carried with the limits thus agreed on until further change pursuant to the provisions of this section; but, if the parties shall be unable to agree on the limits, the proper and reasonable limits for insurance then to be carried shall be determined by an impartial third person selected by the parties, or should they be unable to agree on a selection, by an impartial third person chosen by the *[title of impartial selector]*, or their successors on application by either party made after *[number of days]* days' written notice to the other party of the time and place of the application. The decision of the impartial third person as to the proper and reasonable limits for insurance then to be carried shall be binding on the parties, and insurance shall be carried with the limits as thus determined until the limits are again changed pursuant to the provisions of this SECTION TWENTY-FIVE. The expenses of the determination shall be borne equally by the parties.

F. Blanket insurance policies. In spite of anything to the contrary contained in this SECTION TWENTY-FIVE, lessee's obligations to carry the insurance provided for in this section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by lessee. However, the coverage afforded lessor shall not be reduced or diminished or otherwise be different from that which would have existed under a separate policy meeting all other requirements of this lease by reason of the use of the blanket policy of insurance. The requirements of paragraph E of this SECTION TWENTY-FIVE must also be otherwise satisfied.

G. Cost of insurance deemed additional rental. The cost of insurance required to be carried by lessee in this SECTION TWENTY-FIVE shall be deemed to be additional rental under this lease agreement.

SECTION TWENTY-SIX.
PROHIBITION OF INVOLUNTARY ASSIGNMENT;
EFFECT OF BANKRUPTCY OR INSOLVENCY

A. Prohibition of involuntary assignment. Neither this lease agreement nor the leasehold estate of lessee nor any interest of lessee under this lease agreement in the demised premises or in the building or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever (except through statutory merger or consolidation, or devise, or intestate succession); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

B. Effect of bankruptcy. Without limiting the generality of the provisions of the preceding paragraph A of this SECTION TWENTY-SIX, lessee agrees that if any proceedings under the Bankruptcy Act or any amendment to the act be commenced by or against lessee, and, if against lessee, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or if lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which lessee is a party, with authority to take possession or control of the demised premises or the business conducted on the premises by lessee, and such receiver is not discharged within a period of *[number of days]* days after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding paragraph A of this SECTION TWENTY-SIX shall be deemed to constitute a breach of this lease agreement by lessee and shall, at the election of lessor, but not otherwise, without notice or entry or other action of lessor, terminate this lease agreement and also all rights of lessee under this lease agreement and in and to the demised premises and also all rights of any and all persons claiming under lessee.

SECTION TWENTY-SEVEN.
NOTICE OF DEFAULT

A. Except as to the provisions of SECTIONS ELEVEN and TWENTY-SIX of this lease agreement, lessee shall not be deemed to be in default under this lease agreement in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this lease agreement unless lessor shall first give to lessee *[number of days]* days' written notice of the default and lessee fails to cure the default within *[number of days]* days.

B. Except as to the provisions or events referred to in the preceding paragraph A, lessee shall not be deemed to be in default under this lease agreement unless lessor shall first give to lessee *[number of days]* days' written notice of the default, and lessee fails to cure the default within the *[number of days]*-day period, or, if the default is of such a nature that it cannot be cured within *[number of days]* days, lessee fails to commence to cure the default within the period of *[number of days]* days or fails to proceed to the curing of the default with all possible diligence.

SECTION TWENTY-EIGHT.
DEFAULT

In the event of any breach of this lease agreement by lessee, lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the demised premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of lessee. Should lessor elect to reenter, as provided in this lease agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, lessor may either terminate this lease agreement or it may from time to time, without terminating this lease agreement, relet the demised premises or any part of the demised premises for such term or terms (which may be for a term extending beyond the term of this lease agreement) and at such rental or rentals and on such other terms and conditions as lessor in the sole discretion of lessor may deem advisable with the right to make alterations and repairs to the demised premises. On each reletting: (a) lessee shall be immediately liable to pay to lessor, in addition to any indebtedness other than rent due under this lease agreement, the expenses of reletting and of making such alterations and repairs, incurred by lessor, and the amount, if any, by which the rent reserved in this lease agreement for the period of reletting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for the period on reletting; or (b) at the option of lessor, rents received by the lessor from reletting shall be applied, first, to the payment of any indebtedness, other than rent due under this lease agreement from lessee to lessor; second, to the payment of any expenses of reletting and of making alterations and repairs; third, to the payment of rent due and unpaid under this lease agreement, and the residue, if any, shall be held by lessor and applied in payment of future rent as it may become due and payable under this lease agreement. If lessee has been credited with any rent to be received by reletting under option (a), above, and the rent was not promptly paid to lessor by the new tenant, or if the rentals received from the reletting under option (b), above, during any month is less than that to be paid during that month by lessee under this lease agreement, lessee shall pay any deficiency to lessor. The deficiency shall be calculated and paid monthly. No reentry or taking possession of the demised premises by lessor shall be construed as an election on the part of lessor to terminate this lease agreement unless a written notice of such intention is given to lessee or unless the termination of this lease agreement is decreed by a court of competent jurisdiction. In spite of any reletting without termination, lessor may, at any subsequent time, elect to terminate this lease agreement for such previous breach. Should lessor at any time terminate this lease agreement for any breach, in addition to any other remedy it may have, lessor may recover from lessee all damages incurred by reason of the breach, including the cost of recovering the demised premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from lessee to lessor.

SECTION TWENTY-NINE.
LESSOR'S RIGHT TO PERFORM

If lessee, by failing or neglecting to do or perform any act or thing provided in this lease agreement by it to be done or performed, shall be in default under this lease agreement and such failure shall continue for a period of *[number of days]* days after written notice from lessor specifying the nature of the act or thing to be done or performed, then lessor may, but shall not

be required to, do or perform or cause to be done or performed such act or thing (entering on the demised premises for such purposes, if lessor shall so elect), and lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to lessee on account of that election. Lessee shall repay to lessor on demand the entire expense incurred on account of the election, including compensation to the agents and employees of lessor. Any act or thing done by lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by lessee, or as a waiver of any covenant, term, or condition contained in this lease agreement, or of any other right or remedy of lessor, under this lease agreement or otherwise. All amounts payable by lessee to lessor under any of the provisions of this lease agreement, if not paid when they become due as in this lease agreement provided, shall bear interest from the date they become due until paid at the rate of *[percentage rate of interest]*% per annum, compounded annually.

SECTION THIRTY.
LESSEE'S RIGHT OF FIRST REFUSAL
TO PURCHASE DEMISED PREMISES

If at any time during the term of this lease agreement lessor shall receive from any third party a bona fide offer to purchase the demised premises at a price and on terms acceptable to lessor, lessor shall give written notice of the price and terms to lessee, and lessee shall have *[number of days]* days after such notice in which to execute a written agreement with lessor for the purchase of the demised premises at that price and on those terms. If lessor shall so notify lessee and lessee shall fail to execute the agreement within the *[number of days]*-day period, lessor shall then be free to sell the property to the third party making the offer on the same terms and conditions set forth in the offer. If the property is so sold to that party, then all rights of lessee under this section shall promptly terminate. If the property is not sold to the party making the offer, then lessor shall give lessee the same right to purchase the property on receiving any subsequent offer from any third party that is acceptable to lessor; provided, however, that nothing contained in this SECTION THIRTY shall in any way limit the right of lessor to transfer or convey the demised premises on the dissolution of lessor or otherwise, for nominal or no consideration, and lessee shall have no right to purchase the property in the event of a transfer or conveyance.

SECTION THIRTY-ONE.
LESSEE'S OPTION TO TERMINATE

Lessee shall have the right, by written notice to lessor given at least *[number of days]* days prior to (a) the expiration of the first *[number of years]*-year period of the term of this lease agreement, or (b) the expiration of any subsequent *[number of years]*-year period of the term of this lease agreement, to terminate this lease agreement and surrender its leasehold interest under this lease agreement to lessor, effective on the expiration of the *[number of years]*-year or *[number of years]*-year period. On the effective date, lessee shall be relieved from all further liability under this lease agreement and shall deliver possession of the demised premises to lessor.

SECTION THIRTY-TWO.

EFFECT OF EMINENT DOMAIN

A. Effect of total condemnation. If the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease agreement shall terminate and expire as of the date of the taking, and lessee shall then be released from any liability subsequently accruing under this lease agreement.
B. Effect of partial condemnation. If a portion of the demised premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by lessee, or if the remainder of the property is not one undivided parcel of property, lessee shall have the right to terminate this lease agreement as of the date of the taking on giving to lessor written notice of termination within *[number of days]* days after lessor has notified lessee in writing that the property has been so appropriated or taken.
C. If there is a partial taking and lessee does not so terminate this lease agreement, then this lease agreement shall continue in full force and effect as to the part not taken, and the rental to be paid by lessee during the remainder of the term, subject to adjustment as provided in the rental adjustment provisions of SECTION THREE of this lease agreement, shall be determined in the manner provided for in the rental adjustment provisions. Any such determination shall not affect or change the times at which lessor may require an adjustment in rent under those provisions; provided, however, that the words "which in no event shall be less than the rental then being paid by lessee" appearing in the rental adjustment provisions shall not apply with respect to such determination, but shall apply with respect to any subsequent adjustment under the rental adjustment provisions.
D. Condemnation award. In the event of the termination of this lease agreement by reason of the total or partial taking of the premises by eminent domain, then in any such condemnation proceedings, lessor and lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.
E. In the event of a partial taking of the demised premises and this lease agreement is not terminated, then lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the demised premises by lessee and located on the premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending on *[end date of amortization period]*.

SECTION THIRTY-THREE.
SURRENDER OF LEASE

The voluntary or other surrender of this lease agreement by lessee, or a mutual cancellation of this lease agreement, shall not work a merger, and shall, at the option of lessor, terminate all or any existing subleases or subtenancies or may, at the option of lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION THIRTY-FOUR.
DISPOSITION OF IMPROVEMENTS
ON TERMINATION OF LEASE

On termination of this lease agreement for any cause, lessor shall become the owner of any building or improvements on the demised premises. If the building extends onto other property owned by the then lessee under this lease agreement, the lessee shall convey to lessor, on termination, an undivided interest as tenant in common in all of the property covered by the building which bears the same proportion to the whole as the area of the demised premises bears to the total area covered by the building. Lessor shall convey to lessee an undivided interest as tenant in common in the demised premises that bears the same relation to the whole of the demised premises as the area covered by the building not included in the demised premises bears to the whole area covered by the building.

SECTION THIRTY-FIVE.
TRANSFER OF SECURITY

If any security is given by lessee to secure the faithful performance of all or any of the covenants of this lease agreement on the part of lessee, lessor may transfer or deliver the security, as such, to the purchaser of the reversion, if the reversion be sold, and then lessor shall be discharged from any further liability in reference to the security.

SECTION THIRTY-SIX.
NO WAIVER

The waiver by lessor of, or the failure of lessor to take action with respect to, any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this lease agreement. The subsequent acceptance of rent under this lease agreement by lessor shall not be deemed to be a waiver of any preceding breach by lessee of any term, covenant, or condition of this lease agreement, other than the failure of lessee to pay the particular rental so accepted, regardless of lessor's knowledge of a preceding breach at the time of acceptance of rent.

SECTION THIRTY-SEVEN.
EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this lease agreement, with the consent of lessor, shall be construed to be a tenancy from month-to-month, at the same monthly rental as required to be paid by lessee for the period immediately prior to the expiration of the term of this lease agreement, and shall otherwise be on the terms and conditions specified in this lease agreement, so far as applicable.

SECTION THIRTY-EIGHT.
BINDING EFFECT

The covenants and conditions contained in this lease agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors,

administrators, and assigns of all of the parties to the lease agreement. All of the parties shall be jointly and severally liable under this lease agreement.

SECTION THIRTY-NINE.
TIME OF THE ESSENCE

Time is of the essence of this lease agreement, and of every covenant, term, condition, and provision of this lease agreement.

SECTION FORTY.
HEADINGS

The headings of the sections and paragraphs of this lease agreement are for convenience only and are not a part of this lease agreement and do not in any way limit or amplify the terms and provisions of this lease agreement.

SECTION FORTY-ONE.
GOVERNING LAW

This lease agreement shall be governed by, construed, and enforced in accordance with the laws of *[name of state]*.

SECTION FORTY-TWO.
ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.

SECTION FORTY-THREE.
MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION FORTY-FOUR.
ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this lease agreement.
The parties have executed this lease agreement at *[place of execution]* the day and year first set forth above.

[Name of lessor]
By:

[Name of officer of lessor]

[Title of officer of lessor]
[Name of lessee]
By:
[Name of officer of lessee]
[Title of officer of lessee]
[Acknowledgments]
[Attachment of exhibits]

APPENDIX

CVCC Admissions/Applicant data
CVCC Enrollment data
CVCCSD Facilities Project FAQs
Older version CVCCSD Facilities FAQs
CVCC Bond Info Timeline

CAMPUS VISION

Expanding CTE Access in Central Vermont

Partnering Central Vermont Career Center SD and Washington Central Unified USD to meet regional demand.

Increased access

Expanding capacity keeps skilled talent, high-paying jobs, and economic growth right here in Vermont.





THE URGENCY

Regional Demand Has Outpaced Capacity



16%

Enrollment Surge

CVCC holds Vermont's 3rd highest CTE growth rate

443

FY26 Applications

Up from just 134 in FY21 — a 230% increase

150+

Students Turned Away

Applicants denied yearly due to capacity constraints

The structural barrier: daily commutes fragment instruction and force a perception that students must choose between academic rigor and career training.

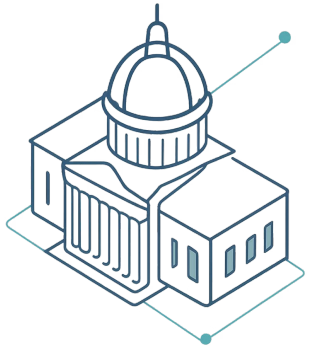
Applicant and admission data report for CVCCSD board (J. Emerson, Comp.). (2026, May). CVCCSD. Spreadsheet Link

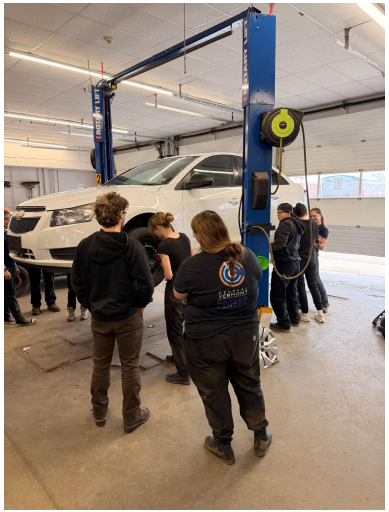
James, B. (2024, December 18). FY26 Tech FTE v01 field [Table; excel]. Spreadsheet Link

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LEGISLATIVE ALIGNMENT

Vermont S.313: A Mandate for Equal Access





What S.313 Requires

- **Equal geographic access** — every student must have institutional access to CTE, regardless of home district
- **Full credit transfer** — home high schools can no longer veto CTE credits; they must count toward graduation
- **Academic-trade integration** — programs like Welding and Agriculture satisfy core graduation requirements
- **Strategic timing** — positions both districts for post-2028 state construction aid and subsidies

An act relating to transforming Vermont's career technical education system, S. 313 (Act 177), 2026th Gen. Assem. (Vt. June 18, 2026). https://legislature.vermont.gov/Documents/2026/Docs/ACTS/ACT177/ACT177%20As%20Enacted.pdf

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THE SOLUTION

CVCC Campus @ U-32



Co-locating CVCC on the U-32 site creates a model strengthening the academic and technical integration opportunities for students.

"Bookend" Campus Design

A 2-story CVCC building near U-32 with shared parking creates a unified campus identity.

Athletic Field Preservation

One practice field preserved; the impacted field relocated near the tennis courts.

Efficient Infrastructure

Direct connection to Gallison Road water/sewer utilities — no costly modifications required.

CVCCSD Facilities Committee & CVCCSD Facilities Work Group, 2026
Truex Cullins & Lavallee Brensinger, 2026

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PROGRAM DESIGN

Strategic Program Distribution Across Two Campuses

Each campus is purpose-built for its program cluster, minimizing disruption while maximizing student access.



Spaulding High School Campus

- 9th/10th Grade Exploratory
- Transportation: Automotive & Diesel Technology
- Design, Construction & Manufacturing: Building Trades, Electrical, Plumbing & Heating, & Welding

U-32 Satellite Campus

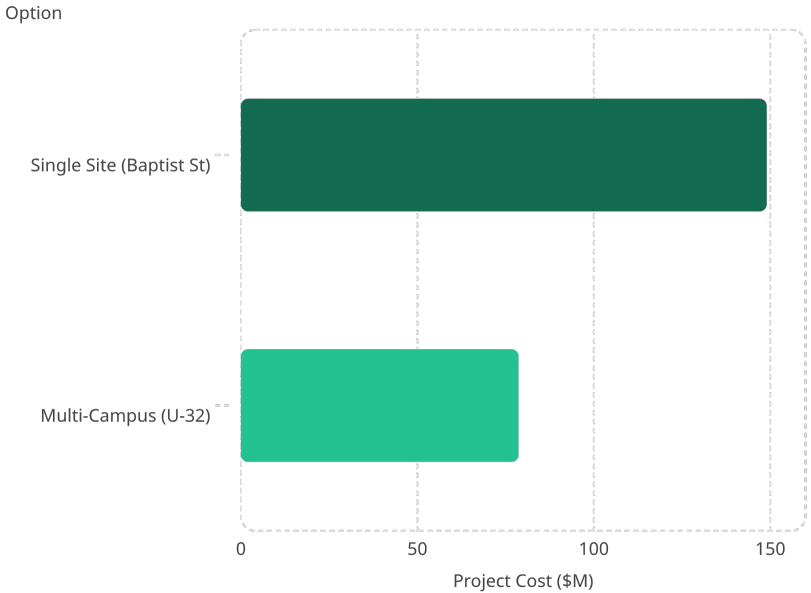
- 9th/10th Grade Exploratory
- Health, Human Services & Natural Sciences: EMS, Medical Professions, Early Childhood, Animal Science
- Arts, Business & Hospitality: Cosmetology, Baking & Culinary Arts, Business, Graphic Design, Videography

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FISCAL RESPONSIBILITY

The Multi-Campus Model: Shared Regional Investment & Asset Value





Why this option?

- **Land ownership retained** — WCUUSD maintains property
- **Portion construction debt** — While WCUUSD taxpayers pay a fraction of the CVCCSD bond, 100% of the new physical infrastructure and campus upgrades directly benefit the U-32 campus
- **25–50% equipment savings** — reusing existing space reduces furniture and equipment costs

The multi-campus model saves an estimated **$70M** compared to single-site alternatives.

CVCCSD Facilities Committee & CVCCSD Facilities Work Group, 2026
Truex Cullins & Lavallee Brensinger, 2026

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IMPLEMENTATION ROADMAP

Path to a November 2026 Bond Vote



May–July 2026

Programming & Site Concept Designs completed

August 5, 2026

Formal presentation & conceptual endorsement request to WCUUSD Board

September 14, 2026

Official Public Warning issued for Capital Construction Bond Vote

1 2 3 4 5 6



July–August 2026

Cost estimating finalized; Draft Land-Lease Agreement prepared

August 10, 2026

CVCCSD Board update & conceptional endorsement

November 3, 2026

Regional Public Bond Vote

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THE ASK

Three Actions Requested from the WCUUSD Board

1

Endorse Option

Formally endorse Site Development Option 4 for the U-32 satellite campus.

2

Review the Lease

Review and provide revisions on the Draft Land-Lease Agreement.

3

Support the Process

Express general support for the public warning process leading to the November 3, 2026 bond vote.

> "Together, we can expand capacity from 250 to 450 students, meet state educational mandates, and build a modern comprehensive high school campus."



CVCCSD Facilities Committee & CVCCSD Facilities Work Group, 2026
Truex Cullins & Lavallee Brensinger, 2026

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References

An act relating to transforming Vermont's career technical education system, S. 313, 2026th Gen. Assem. (Vt. June 18, 2026). https://legislature.vermont.gov/Documents/2026/Docs/ACTS/ACT177/ACT177%20As%20Enacted.pdf

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Collavo, T. (2022). *Foundations of social entrepreneurship*. Routledge. https://doi.org/10.4324/9781003121824.

Central Vermont Career Center School District Facilities Work Group (May 2026) *CVCCSD Facilities Workgroup Recommendation*. https://canva.link/jgi0tjsiiek3nsw.

Central Vermont Career Center School District Facilities Committee (Nov 2025 - July 2026).

James, B. (2024, December 18). *FY26 Tech FTE v01 field* [Table; excel]. https://docs.google.com/spreadsheets/d/1lNhFDhe1_Y8x_LXnE6M4CaR5AdtICmbq/edit?gid=208250387#gid=208250387

Martin, R. L., & Osberg, S. R. (2015). *Getting beyond better: how social entrepreneurship works*. Harvard Business Review Press.

Truex Cullins & Lavallee Brensinger, Architects, 2025-2026.



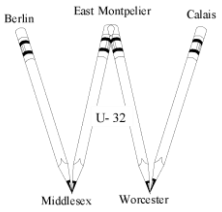




Washington Central Unified Union School District

WCUUSD exists to nurture and inspire in all students the passion, creativity and power to contribute to their local and global communities.

1130 Gallison Hill Road
Montpelier, VT 05602
Phone (802) 229-0553
Fax (802) 229-2761



TO: WCUUSD Finance Committee
FROM: Susanne Gann, WCUUSD Business Administrator
RE: Partial Corrective Action Plan: Proposed Renovation Area at U-32
DATE: August 7, 2026

Summary

Stone Environmental, Inc. has prepared a Partial Corrective Action Plan (CAP) focusing specifically on the U-32 Kitchen and Preparation Area designated as Café' A. The core objective of the CAP is the identification, removal and disposal of Polychlorinated Biphenyl (PCB) bulk product waste. By executing this plan, the District will remediate contaminated materials, specifically historical caulk and impacted masonry, prior to the start of the 2027 construction season.

This plan is focused on the kitchen area to align with the scope of the U-32 Kitchen Renovation Project identified in the FY 2027 and FY 2028 capital improvement plan. Aligning this remediation with the renovation is the most cost-effective path, as it avoids the duplication of labor costs with two separate projects. The District must front these costs using available capital funds. However, we are positioning this project for potential future reimbursement from the State environmental remediation programs as those funds become available.

Next Steps

The State of Vermont, Waste Management and Prevention Division, Sites Management Section (SMS) has reviewed the partial CAP report submitted by Stone and did not have any comments or concerns about the project. On August 7, 2026, the document was submitted for a 30-day public comment period, to the State's Environmental Notice Board. Abutting landowners have been notified of the public comment period.

This is an opportunity for the finance committee to discuss the project publicly. The full board will discuss it at a public meeting on Wednesday, August 19, 2026, and will provide

an opportunity for public comments at that meeting. State officials associated with this project will be present at that meeting, as will a representative from Stone Environmental.

The District remains fully committed to maintaining a safe learning and working environment. This partial CAP for the kitchen represents a critical, proactive milestone in our facility-wide commitment to regulatory compliance and public safety.

VERMONT

State of Vermont
Department of Environmental Conservation
Waste Management & Prevention Division
1 National Life Drive – Davis 1
Montpelier, VT 05620-3704

AGENCY OF NATURAL RESOURCES

August 7, 2026

via email
sdpate@u32.org

Steven Dellinger-Pate, Superintendent
Washington Central Unified Union School District
1130 Gallison Hill Rd
Montpelier VT 05602

RE: U-32 Middle & High School, Montpelier; SMS Site #2023-5225; Agency of Education School Site #PS305; Corrective Action Plan – Kitchen Renovation Summer 2027

Dear Mr. Dellinger-Pate:

The State of Vermont, Waste Management and Prevention Division, Sites Management Section (SMS) has reviewed the Corrective Action Plan (CAP) report, dated June 18, 2026, submitted on your behalf by Stone Environmental (Stone) for reference property. The SMS review of the CAP did not have any comments or concerns about the project. The document has now been submitted to the State's Environmental Notice Board for a 30-day public comment period. It is your responsibility to notify abutting landowners of the 30-day public comment period, so they can review and submit comments prior to approval of the CAP.

The Washington Central Unified Union School District - Finance Committee will discuss this project on 8/11/26 and the full School Board on 8/19/26. These meetings are open to the public to provide an opportunity for public comments. The School Board meeting on 8/19/29 will serve as a public meeting with the presence of State officials associated with this project.

Please notify the SMS when the abutter notification has been completed with the submittal of the notification letter and a list of who received it. Feel free to contact me with any questions at rob.farley@vermont.gov or 802-622-4162.

Sincerely,

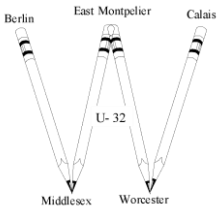
Robert G. Farley, Environmental Analysis
Sites Project Manager

CC

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Fax (802) 229-2761



TO: WCUUSD Finance Committee
FROM: Susanne D. Gann, WCUUSD Business Administrator
RE: Award Bid for U-32 Dump Truck
DATE: August 7, 2026

Summary: U-32 currently has a 2009 GMC Sierra one-ton dump truck with plow. This equipment is scheduled for replacement in FY 2026-27. Staff solicited quotes from local vendors to replace the truck with a comparable vehicle and plow. The low bidder is Cody Chevrolet at $72,533. The U-32 equipment budget of $100,000 included $81,000 for this replacement.

Company	Vehicle Description	Cost
Cody Chevrolet Montpelier, VT	**2027 Chevrolet Silverado 3500HD and Plow**	**$72,533**
National Auto Fleet Group Watsonville, CA	2026 Ford Super Duty F-350 DRW (F3H) XL 4 WD dump body with plow.	$93,824.16
Capitol City GMC Berlin, VT	2026 GMC dump with plow	$80,102.36

Recommended Board Action: The Board move to authorize the Superintendent to purchase a 2027 Chevrolet Silverado with Plow from Cody Chevrolet in Montpelier for an amount not to exceed $72,533.

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TO: WCUUSD School Board
FROM: Susanne Gann, WCUUSD Business Administrator
RE: FY 28 Capital Improvement Projects
DATE: August 14, 2026

Connection to Strategic Plan

The capital improvement work directly supports Goal #1 of the WCUUSD Strategic Plan, which emphasizes maintaining safe, welcoming, and well-equipped learning environments for all students. By investing in essential building systems, such as heating, kitchen facilities, and safety infrastructure, these projects ensure that students and staff have functional, efficient, and reliable spaces that foster academic success and well-being. Prioritizing these improvements aligns with the district's commitment to sustaining high-quality facilities that enhance teaching and learning outcomes across all schools.

Review

At the May 20, 2026 meeting, the School Board authorized the development of the scope and budget for the FY 2027-28 capital projects.

Rough Estimates for Budget from May 2026:	
FY 27 Kitchen renovation Budget:	$418,015
FY 28 Project costs:	$432,068
FY 28 Soft costs:	$ 64,810
Total Including Soft Costs:	**$914,893**

Scope and Budget Update

Following a final review of the project scope and budget, the soft costs on the project are estimated at $117,122, which has revised the total project cost estimates from $914,893 to $967,205, an increase of $52,312.

Project Description	Status	Location	Previous Rough Numbers	Updated Estimate including soft costs
Kitchen Renovation (FY 27 & FY 28 Budgets)	Scope & Budget Complete	U-32	$570,475	$649,073
Add Mag Holds to Doors	Scope & Budget Complete	Berlin	$37,180	$42,303
Paving	Scope & Budget Complete	Calais	$115,980	$131,959
Electrical Panels	Scope & Budget Complete	Calais	$71,500	$81,351
LED Lighting Conversion*	Scope & Budget Complete	EMES	$13,780	$15,679
Security System Speaker/Blue Lights	Scope & Budget Complete	U-32	$41,168	$46,840
Soft Costs			$64,810	$117,122 Distributed among each project
Total Project Cost Estimate			**$914,893**	**$967,205**

*The cost of the LED Lighting Conversion at East Montpelier Elementary School will be paid out of the capital reserves designated for East Montpelier.

Recommended Board Action: The Board authorize the completion of the recommended projects as identified above for an amount not to exceed $967,205 and approve the District moving forward with bid document preparation and bidding as necessary.

WCUUSD School Board

Superintendent Personnel Summary and Recommendations

1. **New Hire Nominations (for 26-27 school year)**
   Alaina Smith – 1.00 FTE Literacy Interventionist, U-32
   Jasmine Nakhleh- .80 FTE School Counselor, Calais Elementary School
   Caitlin Zaino - .90 FTE PE/Health, Berlin Elementary School/Calais Elementary School
   Teal Church - .40 FTE School Nurse, U-32

2. **Retirement**

3. **Re-Hires**

4. **Resignations**
   Ruth Frisenda, .80 FTE School Counselor, Calais Elementary
   Anthony Snow, 1.00 FTE Dean of Students, U-32

5. **Change in FTE:**

6. **Long-Term Substitutes (26-27 School Year)**

7. **Change in Position**

8. **Extended Leave of Absence**

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TEACHER NOMINATION

CANDIDATE RECOMMENDED TO SUPERINTENDENT AND BOARD: **NAME: Alaina Smith MOO-M14 Step G - $67,722.00**	
POSITION: Literacy Interventionist (1 year)	**FTE:** 1.00
REASON FOR VACANCY: __ Retirement/Resignation __ New Position **X** Leave of Absence	
SCHOOL BUILDING: U-32	
SEARCH COMMITTEE COMPOSITION: *(numbers and groups represented)*	__x_ Administrators ___ Teachers ___ Support Staff ___ Parents/Community Members
EDUCATIONAL PREPARATION:	Med, English Education, Plymouth State University
PROCESS OVERVIEW AND REASONS FOR RECOMMENDATION: *(objective, not subjective, narrative of skills and experience of the recommended candidate & summary of reference check results)*	Candidate possesses proficiency as an English teacher, has experience collaborating with special educators and interventionists, and has a willingness to learn new skills and be trained in areas of need for this position

(If the board has additional questions about the candidate or other applicants, this should be discussed in executive session due to privacy rights and should not include information that would not be asked as a part of an interview process such as marital status, where candidate lives, etc.)

NOMINATED BY: Elijah Hawkes 8.4.26
Principal/Administrator *Date*

RECOMMENDED BY: 8.13.26
Superintendent *Date*

BOARD APPROVAL DATE: _____

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TEACHER NOMINATION

CANDIDATE RECOMMENDED TO SUPERINTENDENT AND BOARD: **NAME: Jasmine Nakhleh** **MOO-M14/Step A - $45,932.00**	
POSITION: School Counselor	**FTE:** .80
REASON FOR VACANCY: **X** Retirement/Resignation __ New Position __ Leave of Absence	
SCHOOL BUILDING: Calais Elementary School	
SEARCH COMMITTEE COMPOSITION: *(numbers and groups represented)*	__x_ Administrators __x_ Teachers __x_ Support Staff ___ Parents/Community Members ___ Other:
EDUCATIONAL PREPARATION: *(College, degree)*	School Counseling Degree, completed in May, 2026 – Vermont State University Johnson & Wales, Undergrad.
PROCESS OVERVIEW AND REASONS FOR RECOMMENDATION: *(objective, not subjective, narrative of skills and experience of the recommended candidate & summary of reference check results)*	• Empathic • Strong relationships with students • Experience as Behavior Interventionist and Long-Term School Counselor

(If the board has additional questions about the candidate or other applicants, this should be discussed in executive session due to privacy rights and should not include information that would not be asked as a part of an interview process such as marital status, where candidate lives, etc.)

NOMINATED BY: Katie Truesdale — August 18, 2026
Principal/Administrator — *Date*

RECOMMENDED BY: _____
Superintendent — *Date*

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TEACHER NOMINATION

CANDIDATE RECOMMENDED TO SUPERINTENDENT AND BOARD:	
NAME: Caitlin (Kae) Zaino **B15+/Step J - $64,329.30**	
POSITION: Physical Education/Health Teacher	**FTE: .90 (Berlin/Calais)**
REASON FOR VACANCY: **X** Retirement/Resignation __ New Position __ Leave of Absence	
SCHOOL BUILDING: Berlin Elementary School (.7) and Calais (.2)	
SEARCH COMMITTEE COMPOSITION: *(numbers and groups represented)*	_X__ Administrators _X__ Teachers _X__ Support Staff ___ Parents/Community Members
EDUCATIONAL PREPARATION: *(College, degree)*	M.Ed Physical Education – University of Arkansas Vermont State University, SNHU – Health Education Courses UVM- Bachelor's Degree in Forestry
PROCESS OVERVIEW AND REASONS FOR RECOMMENDATION: *(objective, not subjective, narrative of skills and experience of the recommended candidate & summary of reference check results)*	Kae comes to the position with years of experience in teaching P.E./Health in private and public schools. She presented herself as an organized, thoughtful and student centered teacher. Kae's experience teaching in multiple schools and deep understanding of Vermont standards of PE/Health will be instrumental to the position. The team felt strongly that her qualifications meet the needs and will support the vision for Health/PE instruction in our District.

(If the board has additional questions about the candidate or other applicants, this should be discussed in executive session due to privacy rights and should not include information that would not be asked as a part of an interview process such as marital status, where candidate lives, etc.)

NOMINATED BY: Celia M. Guggemos 6/26/26
Principal/Administrator *Date*

RECOMMENDED BY: 8.13.26
Superintendent *Date*

BOARD APPROVAL DATE: _____

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TEACHER NOMINATION

CANDIDATE RECOMMENDED TO SUPERINTENDENT AND BOARD: **NAME: Teal Church** **M30+/Step O - $35,746 ($89,365 x .40)**	
POSITION: School Nurse	**FTE:** 0.40
REASON FOR VACANCY: **X** Retirement/Resignation __ New Position __ Leave of Absence	
SCHOOL BUILDING: U-32	
SEARCH COMMITTEE COMPOSITION: *(numbers and groups represented)*	___ Administrators __x_ Teachers ___ Support Staff ___ Parents/Community Members
EDUCATIONAL PREPARATION: *(College, degree, date obtained)*	Health, wellness teacher & school nurse experience UVM – Master of Science, Nursing, Clinical Nurse Leader Johnson State – Master of Arts, Education UVM – Bachelor's Degree, Animal Science
PROCESS OVERVIEW AND REASONS FOR RECOMMENDATION: *(objective, not subjective, narrative of skills and experience of the recommended candidate & summary of reference check results)*	Interview w/ admin & current U-32 nurse. Reference check with current employee & Harwood Union Experience as an educator with middle school students, and understands the role of educators and school systems. This experience aids in her ability to connect with students and staff.

(If the board has additional questions about the candidate or other applicants, this should be discussed in executive session due to privacy rights and should not include information that would not be asked as a part of an interview process such as marital status, where candidate lives, etc.)

NOMINATED BY: Lisa LaPlante 8.6.26
Principal/Administrator *Date*

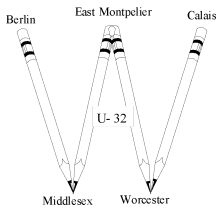
RECOMMENDED BY: 8-13-26
Superintendent *Date*

BOARD APPROVAL DATE: _____

Washington Central Unified Union School District

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Washington Central Unified Union
School Board Meeting
8.05.26
6:15-9:15 PM
(In-Person & Virtual)

Present: Flor Diaz Smith, Chris McVeigh, Patrick Whelley, Ursula Stanley, Elizabeth Brown, Zach Sullivan, Diane Nichols-Fleming, Heidi Dimick, Marty McMahon, Julia Hewitt, Andrew Boye, Dan Keeney, D Boone, David Hannigan, David Delcore, Jodi Emerson, Judy Buchanan, Jen Miller-Arsenault, Alicia Lyford, Kathleen Bookchin, Linda Gray, Maya Stone, Emilie Conner

1. **Call To Order:** Diane Nichols-Fleming called the meeting to order at 6:15 p.m.
2. **Welcome:**
   - 2.1. **Adjustments to The Agenda:** None
   - **2.2. Reception of Guests**
   - 2.3. **Public Comments:** Diane Nichols-Fleming invited public comments at this time. (none were heard)
3. **Potential Executive Session: Personnel Discussion Acting Superintendent plan: At 6:18, Daniel Keeney moved to go into Executive Session to consider the acting superintendent plan. Seconded by Flor Diaz Smith, this motion carried unanimously. Dan Keeney moved to invite Heidi Dimick into Executive Session. Seconded by Chris McVeigh, this motion carried unanimously. Dan Keeney moved to authorize the board chair to finalize and sign side letters of agreement for acting superintendents, Jen Miller-Arsenault and Alicia Lyford, retroactive to August 1, 2026. Seconded by Patrick Whelley, this motion carried unanimously.**
4. **Presentation:**
   - **4.1. Leadership Team Reports-Summer activities:** Jen Miller-Arsenault stated that we have welcomed Elijah Hawkes as interim Principal for U32. She shared some other hirings: Katie Truesdell, Calais Elementary School Principal. Chris McVeigh asked, regarding the Doty-Rumney transition, have we been keeping families abreast and informed. He asked if families' anxiety has been tempered. Alicia Lyford stated that Karoline May has been sending Monday updates to families; she noted that families are expressing concerns around transportation, and that is still in development; we typically inform families about transportation in mid-August. Karoline May stated that there are still some questions that we need to come together as a district to solve - for example, around nurse designee and principal designee. She stated we are creating a job description for Principal Designee. She stated that her goal for staff is that the schools and roles (Doty and Rumney) feel more "fluid." Marty McMahon stated that

there was a letter to the board - a petition asking the board to pause the transition. Diane Nichols-Fleming stated that she had not seen it yet.

4.2. **Superintendent Transition Updates:** Diane Nichols-Fleming shared that we just agreed as a board to "acting superintendent;" she stated that the goal is still September first to have an interim Superintendent hired. Between now and then, Jen Miller-Arsenault and Alicia Lyford will act as superintendent along with their current positions of Curriculum Director and Principal of East Montpelier School. Jen Miller-Arsenault stated that they will share correspondence to the community to explain this, and to provide an email address that they will share in this role. Flor Diaz Smith expressed gratitude to the two. Dan Keeney asked for a personnel update at the August 19th board meeting.

4.3. **Board Calendar and Workplan:** Diane Nichols-Fleming invited feedback from board members about the new format for Board Calendar and Workplan. Ursula Stanley clarified that any changes go to Sashly so she can update the working document. Ursula Stanley stated that she prefers using the google products as we have been, rather than microsoft products which create an access issue. Elizabeth Brown shared that the Communication Committee is still working out meeting dates; they will be included on the workplan once they are solidified. Diane Nichols-Fleming stated that we will be working on this workplan at our board retreat.

4.4. **Negotiation Update:** We, having completed the work, are working on creating "Temporary Agreements" so that there is a document to review. The hope is that by the next board meeting there will be updates to share about specifics; she noted that this is a three-year contract.

5. **Board Operations:**

5.1. Career Center Building Project: Jody Emerson provided a slide deck presentation: *Expanding CTE Access in Central Vermont.* She shared that a couple board members have been participating in the Facilities Committee at CVCC. She asked the board to consider: Do you support the location of the design? Do you generally support moving forward with a November bond vote? Authorization to continue to work on the lease/agreement for the land. Diane Nichols-Fleming invited questions from board members. Ursula Stanley asked whether Chris O'Brien has been involved in any of the meetings or part of any of the conversations. Flor Diaz Smith shared that a traffic study is currently underway as well. Daniel Keeney would like to invite Chris O'Brien to the next board meeting to provide some insight based on his role at WCUUSD and his expertise. Zach Sullivan stated that he would like to have information to consider what would it look like to create a central high school on this site and a separate central middle school. This would impact how we think about the space for this campus. Ursula Stanley stated that we might need to consider expertise from a civil engineer. Some discussion about the four proposed models and why others were eliminated with the fourth proposed. Diane Nichols-Fleming asked board members what additional information they would ask for, or need, in order to take action at the next board meeting. Daniel Keeney asked for information about parking under the proposal. Zach Sullivan asked, regarding the lease, is this a template at this time (very generic.) Jody Emerson stated that at this time it is very "drafty" until we have authorization to move forward creating a more formal draft. Flor Diaz Smith suggested that the board might take action tonight to move ahead with drafting a lease. She asked the board to consider whether there is a barrier to moving forward with considering a lease draft in good faith. The board discussed this. Zach Sullivan stated that he is nervous about the timeline that is being asked of us. Diane Nichols-Fleming suggested that at the meeting on August 19th we can consider new information and a lease draft. Daniel Keeney asked what sort of definitive

action are we going to take regarding the lease at the next meeting? Diane Nichols-Fleming stated that it would depend on what we see (re the lease draft). Chris McVeigh stated that since we are talking about a lease of land we will need a survey. **Ursula Stanley moved to grant permission for CVCC to continue to engage Sean Toohey in the work of drafting this agreement, for board's consideration at the next meeting. Seconded by Flor Diaz Smith, this motion carried, with one abstention.**

5.2. New Board candidate interview and appointment (East Montpelier)

5.2.1. Potential Executive Session: Reviewing interview with potential board candidate: The board interviewed Judy Buchanan. At 8:37 p.m. Dan Keeney moved to go into Executive Session for the purpose of discussing potential new board candidate. Seconded by Chris McVeigh, this motion carried unanimously. At 8:55 the board came out of Executive Session by consensus. Flor Diaz Smith moved to appoint Judy Buchanan to the East Montpelier Board seat until March, when she can decide whether she will run. This motion carried; there was one vote of "no."

6. **Consent Agenda:**

6.1. Approve Minutes of 6.17.26 & 7.8.26: Dan Keeney moved to approve the minutes from June 17 2026 and July 8 2026. Seconded by Patrick Whelley, this motion carried unanimously.

7. Future Agenda Items: Appointment to Merger Study Committee. Marty McMahon would like to discuss technology related to student achievement, primarily in elementary school. Daniel Keeney would like a discussion of lease agreement and report on staff vacancies. Ursula Stanley suggested adding a column in the future agenda items indicating whether agenda items have been addressed or where they are in the process. Chris McVeigh suggested beginning discussion of the budget development process. Flor Diaz Smith stated that the Finance Committee is meeting next week and this is a topic.

8. Reflections: Diane Nichols-Fleming thanked board members who joined online from vacation! Flor Diaz Smith expressed how fortunate we are to have Jen Miller-Arsenault and Alicia Lyford to be willing to step forward and serve as acting Superintendents.

9. **Public Comments:** Linda Gray asked the board to be really clear with the public about what kinds of cuts are being made in the budget. She had written a letter to the board, mid-July and would like a board response. Kathleen Bookchin asked for some clarification about the proposal from CVCC which was discussed earlier this evening. She spoke against the idea of building a new facility when we currently have a surplus of other spaces.

10. Adjourn: At 9:08, Ursula Stanley moved to adjourn. Seconded by Dan Keeney, this motion Carried unanimously.

Respectfully submitted,
Lisa Grace, Board Recording Secretary

NOTE: To ensure the board has time to conduct its business, the board will adhere to a strict 1.5 minute public comment time limit per person. Microphones will be muted when time is up. If there is not enough time on the agenda for all members of the public wishing to comment at the beginning of the meeting, there is additional public comment at the end of the meeting.

WCUUSD Board Norms - Adopted 9.17.25

Public input –Notify the community about public forums and opportunities for public comment at board meetings, and the ability to always submit written input.

Community involvement during regular meetings of the board – Every meeting will include at least one opportunity for public comment. Public comment is an opportunity for board members to listen. If a board member feels a concern raised in public comment warrants further board discussion, they may request that the steering committee discuss and decide how the issue should be added to a future agenda.

- **Community dialogue** – The board will periodically schedule community forums that allow for dialogue, questions and answers from the board or the district leadership team.
- **Stay on time** – Start and end on time. The chair may appoint a time-keeper.
- **Inclusive time for thoughtful decisions** - The chair and agenda steering committee will plan time for complex or contentious issues to be discussed at more than one meeting before the board votes, except where a decision is urgent.
- **Prepare for meetings and Receive materials in advance**-Board members come prepared, having reviewed the agenda and materials in advance
- **Announcements in reports** – Announcements from the administration will appear in the reports and not as discussion items.
- **Respect each other** – Listen, allow others to be heard, share concerns, assume positive intentions, be present, focus on shared solutions and celebrate successes.
- **All voices will be heard**- Every board member gets a chance to speak. Some topics warrant having each board member speak in turn to ensure full representation. Board members will address the topics up for debate and not the person.
- **Governance Reflection** - At the end of each board meeting, reflect on whether the board adhered to agreed protocols, processes, and policies.
- **Reflection** –At the end of each board meeting, board members will be allowed time to share their general reflections on the meeting.

AGENDA KEY

Agenda Section	Examples	Role/ Responsibility	Description
Call to Order	n/a	Board Chair or designee	Formal opening to meeting. Superintendent calls to order during annual reorganization
Public Comment			Opportunity for public comment on items not on the agenda. Board will adhere to a strict 1.5 minute public comment time limit per person. Microphones will be muted when time is up. If there is not enough time on the agenda for all members of the public wishing to comment at the beginning of the meeting, there is additional public comment at the end of the meeting.

Executive Session	Personnel Student Matter Negotiations		Only for discussion of items covered in VSA §313. Formal actions not taken in Executive Session
Reports to the Board	Superintendent/ COLT Student Report	Administration	Both regular/recurring reports and one-time reports happen here. One-time reports are determined by the Board workplan or requested by the will of the Board. Generally, reports invite clarifying questions but not formal discussion/action
Committee Reports	Finance Policy Education Quality	Board	Chair of the committee reports on substance of most recent committee meeting. Generally, reports invite clarifying questions; any discussion or action items would be listed in the respective section of the agenda
Discussion Items		Board with input from administration	Items on the agenda specifically for discussion of the Board. Chair can seek input from audience during discussions. Generally not intended for action (although nothing prevents the Board from taking an action)
Action Items	Personnel approvals	Board	Items formally on the agenda for Board action. Discussion can occur after a motion is on the table
Consent Agenda	Board Orders Minutes	Board	Designed for items that need proforma approval and/or are sufficiently routine. Board acts on all items in the Consent agenda and does not discuss any item unless it is pulled out during Agenda Adjustments