

Colchester School Board

Meeting Agenda and Packet

May 7, 2019

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

AGENDA

- | | |
|---|--------------------|
| I. Call to Order and Pledge of Allegiance | |
| II. Citizens Participation* | |
| III. CMS Math Curriculum Update | Information |
| IV. First Reading of Vocational/Technical Center Programs Policy: G9 | Action |
| V. First Reading of School Relations with Attorneys and the Courts in Child Custody Cases Policy: H8 | Action |
| VI. First Reading of Suspension of Policies Policy: A2 | Action |
| VII. Approval of Lease for Colchester Alternative Program (CAP) Building | Action |
| VIII. Approval of Personnel Consent Agenda | Action |
| IX. Approval of Minutes: April 16, 2019 | Action |
| X. Board/Administration Communication, Correspondence, Committee Reports | Information |
| XI. Possible Future Agenda Items | Information |
| XII. Adjournment | |

On the Third Tuesday of Each Month*

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

COLCHESTER SCHOOL DISTRICT

POLICY: VOCATIONAL/TECHNICAL CENTER PROGRAMS

DATE ADOPTED: February 19, 1997

RATIONALE

Colchester School District recognizes its obligation to provide high school students and adults who do not have a high school diploma with a genuine opportunity to participate fully and to benefit from technical education.

POLICY STATEMENT

All Colchester students and adult residents who attend technical education center programs in Burlington or Essex are considered students of Colchester High School. As such, they are subject to the normal registration and attendance policies of the Colchester School District. The Colchester School District shall assume responsibility for the tuition of technical education students only if they are properly enrolled according to the district procedures and practices defined below.

PROCEDURES

1. Any qualified student, including “adults without diplomas,” who desire to attend an area technical center must first be appropriately registered at Colchester High School.
2. Each student desiring to participate in a technical center program must meet with his/her CHS guidance counselor to discuss various program options. The goal of this meeting is not only enrollment in a specific technical center program, but also the relationship of any specific program to the student’s total high school program.
3. Vocational technical programs are typically designed to be completed in full days for one school year or half days for two years. Requests from students to increase technical center attendance time greater than the typical completion time may be granted by the district given special or extenuating circumstances.
4. Per State Board regulation 2372.14, vocational technical center programs are not available to students below grade ten without prior approval. Also, if space is limited in specific programs, preference will be given to seniors enabling the completion of a program before graduation.
5. Colchester “adults without diplomas” must follow the same procedures and practices defined for qualified high school students (State Board Regulation 2370.11).

First Reading: February 5, 1997
 Second Reading: February 19, 1997
 Last Reviewed: November 5, 2002

COLCHESTER SCHOOL DISTRICT**POLICY: SCHOOL RELATIONS WITH ATTORNEYS AND THE COURTS IN CHILD CUSTODY CASES****DATE ADOPTED: November 6, 2007****PHILOSOPHY**

Colchester School District strongly supports the participation of parents (guardians) in their child's educational program and believes that it is essential to ensure a child's academic success. Colchester School District recognizes that the relationship between the teacher and parent(s) is a partnership that depends on allowing the teacher to maintain a central focus on the child's academic performance. The District is also aware that family issues around separation, divorce and custody may impact that child's ability to learn effectively. At times, students may approach a teacher, counselor, nurse and/or an administrator because they may need help. Disclosing said information may compromise the relationship with the student. (It should be noted that in cases of abuse or neglect, school personnel are mandated reporters.) In those times, it is essential that school personnel remain neutral and focused on maintaining a healthy learning environment for the child.

It is the policy of the Colchester School District that school staff shall refrain from providing an attorney(s) representing either parent any information regarding the student, other than Directory Information, unless directed to do so by an Order of the Court, or pursuant to a lawfully issued subpoena.

If school personnel are asked to provide additional information voluntarily by the attorney representing either parent in preparation for a custody case, then the employee is directed to decline the request.

If the employee is served by a subpoena requesting such information, the employee shall promptly inform the Superintendent, who may, through the school attorney, move for a Protective Order from the Court or otherwise seek to protect the student's and/or District's interests.

Legal References:

Family Educational Right and Privacy Act (FERPA)

Date Warned: October 12, 2007
First Reading: October 16, 2007
Second Reading: November 6, 2007

COLCHESTER SCHOOL DISTRICT**POLICY: SCHOOL RELATIONS WITH ATTORNEYS AND THE COURTS IN CHILD CUSTODY CASES****DATE ADOPTED: DRAFT****POLICY STATEMENT**

Colchester School District strongly supports the participation of parents (guardians) in their child's educational program and believes that it is essential to ensure a child's academic success. Colchester School District recognizes that the relationship between the teacher and parent(s) is a partnership that depends on allowing the teacher to maintain a central focus on the child's academic performance. The district is also aware that family issues around separation, divorce and custody may impact that child's ability to learn effectively. At times, students may approach a teacher, counselor, nurse and/or an administrator because they may need help. Disclosing said information may compromise the relationship with the student. (It should be noted that in cases of abuse or neglect, school personnel are mandated reporters.) In those times, it is essential that school personnel remain neutral and focused on maintaining a healthy learning environment for the child.

It is the policy of the Colchester School District that school staff shall refrain from providing an attorney(s) representing either parent any information regarding the student in connection with an adversarial proceeding where the other parent is an opposing party, other than directory information, unless directed to do so by an order of the court, or pursuant to a lawfully issued subpoena.

If school personnel are asked to provide additional information voluntarily by the attorney representing either parent in preparation for a custody case, then the employee is directed to decline the request.

If the employee is served by a subpoena requesting such information, the employee shall promptly inform the Superintendent, who may, through the school attorney, move for a protective order from the court or otherwise seek to protect the student's and/or district's interests.

Legal References:

Family Educational Right and Privacy Act (FERPA)

Last Adopted: November 6, 2007
Date Warned: May 3, 2019
First Reading: May 7, 2019
Second Reading:

COLCHESTER SCHOOL DISTRICT

POLICY: **SUSPENSION OF POLICIES**

DATE ADOPTED: November 15, 2005

POLICY

The application of any section or sections of Board policies not established by law or contract may be temporarily suspended by a vote of at least four (4) Board members present at a regular or special meeting called for the purpose of dealing with a problem affected by a specific section or sections of policy.

The Board shall, at its next regular meeting, reconsider its suspension of any policy, using adopted procedures to permanently adjust or amend its policies.

Date Warned: October 28, 2005
First Reading: November 1, 2005
Second Reading: November 15, 2005

April 18, 2019

Brenda J Healey,
11 Leroy St.
Potsdam, NY 13676

Mr. George A. Trieb Jr.
Business & Operations Manager
Colchester School District
PO Box 27, Colchester, VT 05446

Dear George,

I understand that CAP would like to renew the lease for an additional 3 years. I have drawn up the new lease as such. The rent has increased to \$4775.00 per month from \$4700.00 but will remain the same throughout the three year term as it did before.

Please review the lease. If you wish to discuss it please contact Mark. His mobile phone number is 315-742-2008.

If the lease is satisfactory, please sign and date the lease on the first and last pages in the presence of a Notary Public. Mail it to Mark at the above address so that he may sign it and return one copy to you.

Sincerely,


Brenda J Healey

LEASE AGREEMENT

This Lease Agreement made effective the ____ day of _____, 2019, is by and between **Paradox Properties**, a Vermont limited liability corporation with principal place of business in Burlington, Vermont (hereinafter referred to as "Lessor") and **Colchester School District**, of Colchester, Vermont (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the rent to be paid and the terms, conditions and mutual covenants set forth in this Lease, the Parties hereto agree as follows:

1. **Demised Premises.** Lessor does hereby lease, demise and let unto Lessee upon the terms and conditions hereinafter set forth, and for the rent hereinafter provided to be paid, 3,400 SF +/- rentable square feet of office space located on the second floor of the commercial property, including the right to use, in common with other tenants, all common areas in the property located at 308 Blakely Road, Colchester, Vermont (Hereinafter referred to as the "Leased Premises").

2. **Term.** This Lease is for a term of 36 months and shall commence on July 1, 2019 and terminating midnight June 30, 2022. ("Term").

3. **Rent/Security Deposit.** During the Term hereof, the Lessee promises to pay to Lessor as rent the amount of Four thousand Seven Hundred Seventy-five Dollars (\$4, 775.00) on the first day of each month and continuing each and every month thereafter during the Term ("Rent"). Rent received after the fifth (5th) day of the month in which it became due will be charged a five percent (5%) late payment penalty.

Lessee at Lease signing shall deposit with Lessor: One Thousand Seven Hundred and Fifty Dollars (\$1,750.00). Security deposit can not be used as rent payment during the term of the Lease. The security deposit shall be returned upon a broom clean inspection at the end of the Lease Term.

4. **Renewals.** Provided Lessee is not in default hereunder, and provided Lessee gives Lessor written notice of exercise not less than one hundred and twenty(120) days prior to the last day of the initial Term hereof, Lessee shall have the right to extend this Lease for an additional term of not less

than 1 year. Rent during the first year of the renewal term shall be increased by the amount equal to the original rent multiplied times the percentage increase in the Consumer Price Index-All Urban (1982-84=100) during the preceding year. Lease years 2,3,4 and 5 of the renewal term, if applicable, shall be increased by the amount equal to the previous years rent multiplied times the percentage increase in the Consumer Price Index-All Urban (1982-84=100). All terms of this lease shall continue in effect except that there shall be no further renewal of this lease absent further agreement of the parties.

5. **Supplemental Rent Charges.**

- (a) **Taxes.** Non-Applicable. This is a Gross Lease.
- (b) Building Insurance, rubbish removal (does not include medical waste) grounds care, water and sewer, and general building maintenance shall be the responsibility of the Lessor.

6. **Use.** Lessee may use the Demised Premises for a general business office. Any sub-tenancy created hereunder within the Demised Premises shall be subject to the provisions of Paragraph 24 hereof.

7. **Services.** Lessor shall furnish and maintain heating equipment and air conditioning equipment for the Building, provided that Lessor shall not be responsible for damage caused to the heating and air conditioning equipment caused by Lessee's negligence. Lessee shall adjust the thermostat in the Demised Premises to maintain sufficient heat in the Demised Premises to ensure that no damage shall occur to the plumbing systems or generally to the Building as the result of freezing or other exposure to the cold.

8. **Utilities and Janitorial Services.**

- (a) Lessee shall be responsible for the following:
 - (i) Lessee shall be responsible for its own electrical and gas expenses.
 - (ii) Lessee shall be responsible for its own janitorial services to the Demised Premises.
- (b) Lessor shall furnish to Lessee the following services:

- (i) General maintenance to the access areas for the Building; and
- (ii) Rubbish service to the Building.

9. **Delivery Of Possession; Lessor's and Lessee's Work.** Lessee agrees to take possession of the Premises in "as is" condition.

10. **Taxes.** Except as provided in paragraph 5 above, Lessor shall pay all real estate taxes, special assessments and special taxes assessed against the Building and the Demised Premises. Lessee shall pay all personal property taxes assessed against any personal property of the Lessee located on the Demised Premises.

11. **Indemnification; Insurance.**

(a) **Lessee's Indemnity.** Lessee shall indemnify, defend, and hold Lessor harmless from claims:

- (i) for personal injury, death, or property damage;
- (ii) for incidents arising in or about the Premises or Building; and
- (iii) caused by the negligence or willful misconduct of Lessee, its agents, employees, or invitees.

When the claim is caused by the joint negligence or willful misconduct of Lessee and Lessor or Lessee and a third party unrelated to Lessee, except its agents, employees, or invitees, Lessee's duty to defend, indemnify, and hold Lessor harmless shall be in proportion to Lessee's allocable share of the joint negligence or willful misconduct.

(b) **Lessor's Indemnity.** Lessor shall indemnify, defend, and hold Lessee harmless from claims:

- (i) for personal injury, death, or property damage;

- (ii) for incidents occurring in or about the Premises or Building; and
- (iii) caused by the negligence or willful misconduct of Lessor, its agents, employees, or invitees.

When the claim is caused by the joint negligence or willful misconduct of Lessor and Lessee or Lessor and a third party unrelated to Lessor, except its agents, employees, or invitees, Lessor's duty to defend, indemnify, and hold Lessee harmless shall be in proportion to Lessor's allocable share of the joint negligence or willful misconduct.

(c) Lessor's Building Insurance. Lessor shall keep the Building insured against damage and destruction by fire, and other perils in the amount of the full replacement value of the Building, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Building.

(d) Property Insurance. Each party shall keep its personal property and trade fixtures in the Demised Premises and Building insured with "all risks" insurance in an amount to cover one hundred (100%) percent of the replacement cost of the property and fixtures. Lessee shall also keep any non-Building-standard improvements made to the Building at Lessee's request insured to the same degree as Lessee's personal property.

(e) Liability Insurance. Each party shall maintain comprehensive general liability insurance, including public liability and property damage, with a minimum combined single limit of one million dollars (\$1,000,000) for personal injuries or deaths of persons occurring in or about the Building and Premises.

(f) Waiver of Subrogation. Notwithstanding the foregoing, all policies of insurance required hereunder shall include a waiver by the insurer of all right of subrogation against the parties, and each party waives any and all claims against the other to the extent of such waiver of subrogation, provided that insurance policies with such waivers are obtainable as provided herein. If such policies are not obtainable or are obtainable only at additional cost, the insuring party shall notify the other and the other shall have thirty (30) days thereafter either (a) to locate a satisfactory policy from a qualified insurance company at no additional cost; or (b) to pay the additional cost in exchange for the benefit of the waiver. If neither (a) nor (b) occur, this subparagraph shall have no effect.

- shall:
- (g) Insurance Criteria. Insurance policies required by this Lease
- (i) be issued by insurance companies licensed to do business in the State of Vermont with general policyholder's ratings of at least A and a financial rating of at least XI in the most current Best's Insurance Reports available on the date in paragraph 1.01. If the Best's ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies. If the parties cannot agree they shall submit the dispute to arbitration under paragraph 11.01;
 - (ii) name the non-procuring party as an additional insured as its interest may appear; other landlords or tenants may also be added as additional insured in a blanket policy;
 - (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless fifteen (15) days' advance notice is given to the non-procuring party;
 - (iv) be primary policies - not as contributing with, or in excess of, the coverage that the other party may carry;
 - (v) be permitted to be carried through a "blanket policy" or "umbrella" coverage;
 - (vi) have deductibles not greater than one thousand dollars (\$1,000); and
 - (vii) be maintained during the entire Term and any extension Term.
- (h) Evidence Of Insurance. At the time of Lessee's taking possession pursuant hereto and upon each renewal of its insurance policies, each party shall give certificates of insurance to the other party. The policies shall be renewed or replaced and maintained by the party responsible for that

policy. If either party fails to give the required certificate within thirty (30) days after notice of demand for it, the other party may obtain and pay for that insurance and receive reimbursement from the party required to have the insurance.

12. **Repairs, Maintenance and Alterations.**

(a) **Lessor's Obligations.** Lessor shall, upon reasonable notice from Lessee, make necessary structural repairs to the common areas and exterior walls and shall keep in good order, condition and repair the exterior foundation, windows and roof of the Building and the plumbing, sewage and utility lines inside (but only to the extent they serve more than one tenant) and outside of the Building, provided such lines are the property of the Lessor. Lessor shall not be required to make any such repairs where same were caused or occasioned by any act, omission or negligence of Lessee, any subtenant or their respective employees, agents, invitees, licensees, visitors or contractors.

(b) **Lessee's Obligations.** Lessee shall at its own cost and expense: (1) keep and maintain in good order, condition and repair the Demised Premises, and each and every part thereof; (2) will repair any damage or injury to the Demised Premises, fixtures, appurtenances and equipment or to the Building resulting from negligence or tortious conduct of Lessee, its servants, employees, agents or visitors or caused by Lessee's installation or removal of Lessee's fixtures, furniture, equipment or other personal property. The repairs shall be of a quality equal to the original work or construction. (3) Lessee shall, at its own expense, keep the interior of the Demised Premises and fixtures and appurtenances therein, in as good order and repair as it is at the date of the commencement of the lease, except ordinary wear and tear.

(c) **Lessee's Alterations, Additions and Improvements.** Lessee shall not make any alteration, addition or improvement to the Demised Premises without the prior written consent of the Lessor. Any alteration, addition or improvement made by the Lessee after such consent shall have been given and any fixture installed as part thereof, shall, at the Lessor's option, become the property of the Lessor upon expiration or other sooner termination of this Lease; provided, however, that Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this Lease.

14. **Reserved Rights Of the Lessor.** Lessor reserves the right to enter upon 24 hour notice the Demised Premises at reasonable hours to make reasonable inspections, to make such repairs, alterations or additions as may be required or permitted under the provisions of the lease and the leases between the Lessor and any other tenant in the building, to exhibit reasonably the same to prospective tenants, purchasers, or to perform any act related to the safety, health, compliance to code or protection or preservation of the Demised Premises and during the six (6) month period prior to the end of the lease term for the purpose of exhibiting the Demised Premises to prospective tenants.

15. **Compliance with Laws.**

(a) **Lessee's Compliance.** Lessee shall comply with all Applicable Laws: (i) regarding the physical condition of the Demised Premises to the extent the Applicable Laws pertain to the particular manner in which Lessee uses the Demised Premises; and (ii) that do not relate to the physical condition of the Demised Premises, but relate to the lawful use of the Demised Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, and illegal business operations.

16. **Other Restrictions on Use.**

(a) **Nuisances.** Lessee shall conduct its business in such a manner with regard to noise and other nuisances, as will not interfere with, annoy or disturb any other tenant.

(b) **Floor Loads.** The Lessee shall not place a load upon any floor of the Demised Premises exceeding sixty pounds (60 lbs.) per square foot. Any damage done to the Demised Premises due to excessive loads being situated on the Demised Premises shall be repaired at the expense of the Lessee. The Lessor reserves the right to prescribe the weight and position of safes, computer equipment, business machines or mechanical equipment in the Demised Premises.

(c) **Electrical Loads.** Lessor may refuse to allow Lessee to use certain electrical appliances, machines or appurtenances that will overburden or overload the existing or planned electrical facilities for the building.

17. **Fire and Other Casualties.** If the Demised Premises shall be damaged by fire, the elements, unavoidable accident, or other casualty, but are not thereby rendered untenable, in whole or in part, Lessor shall, at its own expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Demised Premises shall be rendered

untenantable only in part, Lessor shall, at its own expense, cause the damage to be repaired, and the fixed rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenable. If the Demised Premises shall be rendered wholly untenable by reason of such occurrence, the Lessor shall, at its own expense, cause such damage to be repaired, and the fixed rent meanwhile shall abate until they have been restored and rendered tenantable, or Lessor may, at its election, terminate this Lease Agreement and the tenancy hereby created, by giving to Lessee, within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so, and in the event of such termination, rent shall be adjusted as of such date.

18. **Condemnation.** If the whole of the Demised Premises or such portion thereof, or such portion of the common areas as will make the Demised Premises unsuitable for purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then, in either of such events, this Lease shall cease from the time when possession is taken by such public authority and rent shall be apportioned between the Lessor and the Lessee as of the date of the surrender of possession. Lessee shall have no claim for, nor have any interest in any condemnation award.

19. **Parking.** Lessee shall be entitled to use sixteen parking spaces located in the parking lot serving the Building.

20. **Signs.** Lessee shall not erect any signs without the written permission of the Landlord and Town of Colchester.

21. **Subordination.** This Lease shall be subordinate to the lien or any mortgage, deed of trust, or other voluntary hypothecation arising out of any security instrument duly executed by Lessor charged against the land, building and premises, or any portion or portions thereof, and Lessee agrees to execute at any time and from time to time such documents as may be required to effectuate such subordination.

22. **Termination; Other Remedies In Event of Default.** Lessor may, if Lessor so elects, with or without any demand or notice whatsoever, except as hereinafter expressly provided, forthwith terminate this Lease or the Lessee's right to possession (one or both) upon the happening of any one or more of the following events (each to be an "Event of Default").

a) The default of the Lessee in the payment of rent provided such default is not remedied within thirty (30) days after written notice by the Lessor to the Lessee.

(b) The default of Lessee in the prompt and full performance of or in compliance with any other covenants, restriction, limitation, or provision of this Lease to be performed or complied with by the Lessee, provided such default is not remedied within ten (10) days after notice by the Lessor to the Lessee.

(c) The levy under execution upon the leasehold estate of the Lessee or the attachment thereof by process of law, provided such levy or attachment is not discharged or stayed by appeal or otherwise, within a period of sixty (60) days, or an assignment by the Lessee of Lessee's assets for the benefit of any creditor.

(d) Lessee's failure to perform with respect to any terms of this Lease as a result of the premises becoming untenable through Lessee's negligence;

(e) The entry by any court in the jurisdiction of the premises of an order or decree adjudging the Lessee bankrupt, or for the reorganization of the Lessee under the bankruptcy act, as amended, or under acts enforced from time to time or similar purport, or for the appointment of any receiver or trustee in bankruptcy of the Lessee or of the Lessee's property provided such order or decree remains undischarged or unstayed by appeal or otherwise for a period of sixty (60) days.

(f) The institution by the Lessee of proceedings to be adjudicated a voluntary bankrupt, or the consent by the Lessee of the filing of any bankruptcy proceedings against the Lessee or the filing of a petition or answer to consent seeking or reorganization of the bankruptcy of the Lessee or any portion of the Lessee's property, or the admission of the Lessee in writing, of the Lessee's inability to pay debts generally as they become due, or the taking of corporate action authorizing any of the foregoing steps to be taken.

Upon termination of this Lease, whether by lapse of time or by default of breach of agreement as outlined in 22 A-F or otherwise, Lessor shall have full and free license to enter into and upon the Demised Premises, with or without process of law, to repossess the same as Lessor's estate and to expel or remove Lessee and any others who may be occupying or within the Demised Premises and to remove any and all property thereof with such force as may be

necessary without being guilty of trespassing, eviction or forcible entry or liable for damage or conversion of Lessee's property or otherwise and without relinquishing any rights which Lessor may have by law or under the provisions of this Lease. The Lessee promises to pay reasonable attorney's fees as may be necessarily incurred by Lessor in the enforcement of any provision of this Lease or incurred in any litigation in which the Lessor becomes involved without fault, to expel or otherwise remove Lessee from the premises.

In the Event of Default, Lessor shall also have the option to terminate Lessee's right of possession without terminating the Lease, and Lessee's right of possession shall expire and terminate on the date specified in written notice from Lessor to Lessee. Upon such notification by Lessor, Lessee shall at once surrender possession of the Demised Premises to Lessor and shall remove all of Lessee's personal property therefrom, and Lessor may immediately re-enter the Demised Premises.

Whether or not this lease is terminated by reason of Lessee's default, Lessee shall nevertheless remain liable for all rent due hereunder for the full and entire term hereof, together with all costs, fees, expenses, damages, and/or other amounts which Lessee may incur or sustain due to such default, including but not limited to reasonable attorney's fees, expenses incurred in placing the Demised Premises in rentable condition, and expenses incurred in re-letting the premises. Lessee's liability for such rent shall continue notwithstanding termination of this Lease and/or Lessee's possession of the Demised Premises, provided however, that Lessor shall mitigate its damage by making reasonable efforts to re-let the Demised Premises on reasonable terms. Lessor may re-let for a shorter or longer period of time than the Lease Term and make any necessary repairs or alterations. Lessor may re-let on any reasonable terms, including a reasonable amount of free rent. If Lessor re-lets for a period of time longer than the current Lease Term, then any special concessions given to the new tenant shall be allocated throughout the entire re-letting Term to not unduly reduce the amount of consideration received by Lessor during the remaining period of Lessee's Term.

23. **Waiver.** It is hereby agreed by the parties hereto that the failure of the Lessor to insist upon certain performances of any of the covenants and conditions of this Lease shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or agreements, but the same shall remain in full force and effect.

24. **Assignment or Sublease.** This Lease shall not be assigned, sub-let, or transferred in any way, in whole or part, without the prior written consent of Lessor, provided that even if such consent shall be given the original Lessee shall remain fully and directly liable for all of the obligations of Lessee during the entire term hereof as if any such assignment, sub-let, or transfer had not occurred.

25. **Notices and Demands.** Whenever, under the terms of or in connection with this Lease, it becomes necessary, appropriate, or desirable for Lessor or Lessee to give notice to one another or make demand on one another, notice shall be given by First Class Mail, postage pre-paid, addressed to the Lessee at the following address:

Colchester School District
Attention: George Trieb, Business and Operations Manager
P.O Box 27,
Colchester VT
05446

And at the following address to Lessor:

Paradox Properties
11 Leroy St.
Potsdam, NY 13676

With a copy to:

Hobart F. Popick, Esq.
Langrock, Sperry & Wool
P.O. Box 721
Burlington, VT 05402-0721

Either Lessor or Lessee may at any time designate a new or different address to which notification or demands are to be sent, which notice of a new or different address shall be given as provided above in this paragraph. Lessor and Lessee hereby waive any and all further forms of notice or demand. Notice shall be complete when the same is deposited in the United States mail. Notice may also be given in hand or by certified or registered mail, postage pre-paid and properly addressed to the above respective addresses.

26. **Holding Over.** If Lessee remains in possession of the Demised Premises after expiration of the term hereof, Lessee's tenancy shall continue on a month-to-month basis and monthly rent shall be due in an amount equal to two (2) times the rent provided for during the Term. There shall be no renewal or extension of this Lease merely by virtue of such holding over without Lessor's express written consent. Any such holding over on a month-to-month basis shall otherwise continue upon all of terms and conditions hereof.

27. **Miscellaneous**

(a) This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended except in writing signed by both parties.

(b) This agreement shall be governed by the laws of the State of Vermont.

(c) In the event that either party must bring action at law to enforce any provision of this agreement, the prevailing party shall be entitled to all costs and fees incurred with the prosecution of such action including a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement on the day and year first above written.

In the Presence of:

**PARADOX PROPERTIES, LESSOR
Mark A. Healey, MD**

(Witness)

By _____

**COLCHESTER SCHOLL DISTRICT, LESSEE
Duly Authorized Representative, George A. Trieb**

(Witness)

By _____

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Colchester, in said County and state, this ____ day of _____,
200____, personally appeared _____, duly authorized agent of

_____ and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed and the free act and deed of

Before me,

Notary Public

PERSONNEL CONSENT AGENDA

Board Date: May 7, 2019

Licensed Employees (Teacher/Administrator)

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Teacher	Katherine	DeCoff	End of Employment	Art Teacher	1.0 FTE	MBS	Request to end Employment effective June 30, 2019			Yes
Teacher	Christine	Eldred	End of Employment	Librarian/Media Specialist	1.0 FTE	CHS	Request to end Employment effective June 30, 2019			Yes
Teacher	Christopher	King	New Hire	English Teacher, One-Year Only	1.0 FTE	CHS	Request to Hire	Hilary Carter	Yes	Yes
Teacher	Megan	Gagne	Transfer	English Teacher	1.0 FTE	CHS	Request to Transfer	Dennis McCannell	Yes	Yes
Teacher	John	Helme	Transfer	Math Teacher, Grades 7/8	1.0 FTE	CMS	Request to Transfer	Lois Whitney	Yes	Yes
Teacher	David	McDermott	Transfer	Math/Science Teacher, Grades 7/8	1.0 FTE	CMS	Request to Transfer	New	Yes	Yes

Non-Licensed Employees (Support Staff), Informational

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Co-Curricular	James	Olson	New Hire	Baseball "B" Team Coach		CMS	Notice of Hire		Yes	Yes
Co-Curricular	Kristy	Perry	New Hire	Softball "B" Team Coach		CMS	Notice of Hire		Yes	Yes
Co-Curricular	David	Sharkey	New Hire	Soccer Boys' Varsity Assistant Coach		CHS	Notice of Hire	Ty Pratt	Yes	Yes
Support Staff	John	Brennan	End of Employment	Bus Driver - Special Education	20.0 hr	DW	Notice of End of Employment			Yes
Support Staff	Bonnie	Domachowski	End of Employment	Paraeducator - Math Center	32.5 hr	CHS	Notice of End of Employment			Yes
Support Staff	Marissa	McGrath	End of Employment	Autism Interventionist	35.0 hr	CMS	Notice of End of Employment			Yes
Support Staff	Katherine	Roth	End of Employment	HR Generalist	37.5 hr	CO	Notice of End of Employment			Yes
Support Staff	Austin	Bulluck	New Hire	Technology Specialist III	40.0 hr	DW	Notice of Hire	Richard Bird	Yes	Yes
Support Staff	Tina	Carroll	New Hire	Administrative Assistant/Guidance Registrar	40.0 hr	CMS	Notice of Hire	Linda Gregoire	Yes	Yes
Support Staff	David	Hodge	New Hire	Commucation Facilitator	35.0 hr	CMS	Notice of Hire	New-Student Need		Yes
			Job Description	Commucation Facilitator						

**POSITION DESCRIPTION
COLCHESTER SCHOOL DISTRICT**

POSITION TITLE: Communication Facilitator

GENERAL DESCRIPTION: In collaboration with professional staff, the communication facilitator will facilitate the skills necessary for the development of language, social-emotional skills. In addition, this individual makes it possible for the child who is deaf/hard of hearing/non-verbal to access activities of their school program and encourages appropriate interaction with peers. The communication facilitator communicates using language appropriate for the child and must clarify student's understanding of their surroundings (i.e., routines, rules, and concepts). The communication facilitator assists staff and peers in developing appropriate ASL communication strategies with the child. This individual interprets or paraphrases instructions or other spoken exchanges of the teachers and classmates.

WAGE CATEGORY: Grade 6. Non-Exempt (hourly)

TERMS OF EMPLOYMENT: Per School Board and Support Staff Agreement if position exceeds 20 hours per week; otherwise, per current Handbook for Non-Union Support Staff Personnel.

REPORTS TO: Building Principal or Designee

EVALUATION: Performance in this position will be evaluated annually, in person and in writing, by the Building Principal or Designee in consultation with classroom teachers and/or instructional support service teachers, coordinators and/or administrators. This evaluation process will be consistent with that described in the School Board/Support Staff Agreement.

QUALIFICATIONS:

- Ability to collaborate with teachers and providers
- General knowledge of expressive and receptive sign language skills
- Proficient in child's language/communication mode such as; American Sign Language (with a score of 2-3 on the ASLPI-American Sign Language Proficiency Interview), Cued Speech and Total Communication. Proficient in English;
- Become and remain well-versed in the ASL education course materials in order to demonstrate competency.
- Be informed, monitor and report to the special educator when/if concerns arise about the student's attention, comprehension, general academic progress and accommodations/modifications
- Ability to communicate effectively and respectfully with students, parents/guardians and school staff;
- Experience working with children with autism.
- Ability to follow verbal and written instructions
- Ability to communicate effectively

PERFORMANCE RESPONSIBILITIES:

1. Support the developmental growth of the student through:
 - a. Facilitating children's engagement in school activities by:
 - enthusiastically engaging children in learning opportunities
 - adapting curriculum and/or program according to the child's communication needs in conjunction with the teacher, special educator, or ASL consultant
 - facilitating communication and joint attention between child and peers and staff members
 - asking children open ended questions about the child's activity offering children suggestions/adding more complex materials and ideas
 - assist with personal care routines including hygiene and toileting
 - b. Facilitate language development by:
 - increase your ASL knowledge as necessary to include new signs recommended by ASL consultant
 - be able to communicate with student through sign without speaking per recommendation of ASL consultant
 - communicate information from teachers and peers in child appropriate language
 - describing to children their activity as well as the adult's activity as they are happening
 - providing language modeling (both spoken and child's language/communication mode) during child's school day.
 - expanding on the child's language
 - c. Use motivation/positive behavior management techniques
 - respond appropriately to children's acting out/negative behaviors by modelling, encouraging acceptable behavior, redirecting, setting clear limits
 - support children through problem solving when frustrated or having personal struggles
 - Effectively model to children ways of handling frustration with calming strategies
 - Reinforce positive behavior and redirect children in a positive way and helping children make good choices
 - Teaches self reliance
 - Is sensitive and develops an understanding of how a child's disability may impact his/her development
2. Work Collaboratively with Teaching Team by:
 - Following IEP Objectives and Behavior Plans
 - Using methods, materials prescribed by the teaching team and ASL consultant
 - Actively participating in team planning by giving input and offering ideas
 - Assist with all duties related to the ASL education and/or general education setting of your student including implementation of classroom programs, including self-help, behavior management, and instructional programs.
 - Participate in scheduled para educator in-service and trainings
 - Assist professional staff with the collation, collating and recording of data
3. Maintain Professionalism
 - Be open to constructive feedback and suggestions
 - Accept constructive feedback from teaching team and use the information to enhance/improve one's work with children
 - Maintain positive attitude and working relationship with both students and colleagues
 - Maintain high level attendance, with established days/hours of work, arriving on time, being ready to work, following protocol when absent
 - Effectively handle stress and stressful situations at work

- Seek and ask for help if needed
- Be willing to continue to learn the principles of child development
- Maintain a high level of confidentiality in accordance with Federal Law (FERPA)
- Participate in scheduled para educator in-service days
- Maintain a respectful demeanor with co-workers, parents, guardians and students

WORKING CONDITIONS:

- Noise Level in the work environment is moderate
- Occasionally exposed to outside weather conditions

PHYSICAL DEMANDS:

- Regularly required to sit, use hands to finger, or handle
- Regularly required to talk and hear
- Occasionally required to stand and walk
- Regularly required to reach with hands and arms
- Occasionally lift and/or move up to 25 pounds

Last Updated: 05/07/2019

COLCHESTER SCHOOL DISTRICT

Board of Education Meeting
Colchester High School Media Center

Tuesday, April 16, 2019
7:00 p.m.

MINUTES (General Session)

The Colchester Board of Education held a regular board meeting on Tuesday, April 16, 2019, at the Colchester High School Media Center. Those in attendance were Board Chair Mike Rogers; Directors: Craig Kieny, Lindsey Cox, Lincoln White, and Curt Taylor; Student Representative Sophia Brigante; Superintendent Amy Minor; Business and Operations Manager George Trieb; Director of Special Education Carrie Lutz; Director of Curriculum and Instruction Gwen Carmolli; and Principals Heather Baron and Michele Cote. There were one audience members.

I. Call to Order and Pledge of Allegiance

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

II. Citizen Participation

Doug Bishop, a community member and parent of a child in Colchester, shared concerns regarding the paraeducator who was recently arrested for possession of child pornography. He expressed that the safety of children is paramount and he urged the district to take a look at their hiring process. He inquired if there was anything the legislation could do to assist schools in preventing anyone engaging in this type of behavior from being hired. He also urged the board and all school districts to provide honest job references to other districts when hiring individuals. Board Chair Mike Rogers and Superintendent Amy Minor thanked Mr. Bishop for expressing his concerns. Superintendent Minor echoed that the district shares his belief that the safety of our children is the top priority. She assured him that the district does background checks and fingerprints for all employees and she gave a brief overview of the process that took place during this particular case.

III. Integrated Field Review (IFR) Results Presentation

Information

On January 24, 2019, the Vermont Agency of Education conducted an Integrated Field Review (IFR) of the Colchester School District. The purpose of an IFR is to determine how well the district is meeting the Education Quality Standards (EQS) of academic proficiency, personalization, safe and healthy schools, high quality staffing, and investment priorities. On the day of the IFR, the district hosted a team of 18 individuals who toured the district and conducting interviews with staff, students and parents. The district has since received the final written report of the team's findings which includes several commendations and recommendations for each EQS category. This report will help guide administrators as they work on continuous improvement plans and the next districtwide strategic plan. Superintendent Minor shared her plan to address each recommendation. The board was pleased to hear that the report was overwhelmingly positive. Superintendent Minor congratulated all the district administrators and faculty who have worked hard to ensure they are meeting the EQS on a daily basis. The full IFR report will be available on the district website.

IV. Approval of Contract Agreement with Colchester Education Association **Action**

The board reviewed the contract agreement with the Colchester Education Association (CEA). Terms are a one-year deal with a 3.1% salary increase, an increase in life insurance from \$20K to \$50K, the removal of all co-curricular language, and permission for teachers to use sick bank time for maternity/paternity leave as defined. The CEA ratified the agreement prior to the meeting.

Director Cox moved to approve the collective bargaining agreement with the Colchester Education Association for the years 2019-20 as outlined, seconded by Director White. The motion passed unanimously, 5-0.

V. Quarterly Financial and Special Education Reports **Information**

Business and Operations Manager George Trieb reported that revenue and expenditures are tracking mostly as expected and should the current spending trend continue, the district would expect a slight surplus of \$137,091. The district has spent 66.80% of the budget versus spending 68.21% last year at this time. The district's total commitments to date are 84.69% versus 86.60% last year.

Special Education Director Carrie Lutz reported that the numbers for special education are roughly the same as the February report. She pointed out that although the numbers are the same, it is actually a different cohort of students due to students moving in and out. Teams are starting to identify needs for next year and it would appear the number of paraeducators and interventionists will remain steady. Preschool will be moving

VI. Approval of Laptop and Chromebook Purchase for CHS and CMS **Action**

Business and Operations Manager George Trieb outlined a memo to the board requesting approval to purchase laptops for CHS and Chromebooks for CMS. This purchase is a budgeted expenditure and occurs annually in the spring to allow the district's IT department time to set up the devices so they're ready to distribute to students in August. The purchase will be made from the State of Vermont contract.

Director Cox moved to authorize the business and operations manager to purchase IT equipment as requested, seconded by Director Taylor. The motion passed unanimously, 5-0.

VII. Approval of Personnel Consent Agenda **Action**

The following Personnel Consent Agenda was presented for April 16, 2019.

PERSONNEL CONSENT AGENDA
Board Date: April 16, 2019 REVISED

Licensed Employees (Teacher/Administrator)

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Administrator	Dovid	Yagoda	New Hire	Assistant Principal	1.0 FTE	CMS	Request to Hire	Dovid Yagoda	Yes	Yes
Teacher	Dennis	McCannell	End of Employment	Humanities Teacher	1.0 FTE	CHS	Request to end Employment effective June 30, 2019			Yes
Teacher	Erin	Brady	FTE Increase	Instructional Coach	.20 FTE	CHS	Request to Increase FTE	Erin Brady	Yes	Yes
Teacher	Wayland	Cole	FTE Increase	TIPS Teacher (One-Year Only)	.20 FTE	CHS	Request to Increase FTE	Hilary Carter	Yes	Yes
Teacher	Rachel	Cohen	Rowland Fellow - Leave of Absence	Social Studies Teacher	0.8 FTE	CHS	Request Leave of Absence for 19/20 SY part of FTE			Yes
Teacher	Gretchen	Farfaglia	New Hire	Language Arts/Social Studies, Grades 7/8	1.0 FTE	CMS	Request to Hire	New	Yes	Yes
Teacher	Elizabeth	Clapp	New Hire	ELL Teacher	0.5 FTE	CMS	Request to Hire	Erica Merrell	Yes	Yes
Teacher	Lauren	Landrigan	New Hire	Special Education Teacher	1.0 FTE	MBS	Request to Hire	Nadine Zane	Yes	Yes
Teacher	Melissa	Richard	New Hire	Math Teacher, Grades 7/8	1.0 FTE	CMS	Request to Hire	Lois Whitney	Yes	Yes
Teacher	Yara	Hanna	Transfer	Arabic Teacher	.20 FTE	CHS	Request to Transfer		Yes	Yes
Teacher	Emma	Pedrin	Transfer	Spanish Teacher (One-Year Only)	.20 FTE	CHS	Request to Transfer	Carolyn Robinson	Yes	Yes

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

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Support Staff	Joanne	Beaubien	End of Employment	Paraeducator - ESL	32.5 hr	CMS	Notice of End of Employment			Yes
Support Staff	Craig	James	End of Employment	Paraeducator - Special Education	32.5 hr	CMS	Notice of End of Employment			Yes
Support Staff	Bradley	Smith	End of Employment	Paraeducator/Paraeducator - Special Education	29.5 hr/3.0 hr	UMS	Notice of End of Employment			Yes
Support Staff	Mark	Ellingson	New Hire	Athletic & Activities Director	1.0 FTE	CHS	Notice of Hire	Bernard Cieplicki	Yes	Yes
Support Staff	Angela	Hoguet	New Hire	Paraeducator - Special Education	20.0 hr	UMS	Notice of Hire	Bradley Smith	Yes	Yes
Support Staff	Richard	Bird	Transfer	Data Manager	1.0 FTE	DW	Notice of Transfer	Michelle Devino	Yes	Yes
Support Staff	Kevin	Kane	Transfer	Lead Custodian	40.0 hr	MBS	Notice of Transfer	Sandra Boyd	Yes	Yes

Director Kieny moved to approve the Personnel Consent Agenda as provided, seconded by Director Taylor. The motion passed unanimously, 5-0.

VIII. Approval of Minutes: April 2, 2019 Action

Director Cox moved to approve the minutes of April 2, 2019, seconded by Director White. The motion unanimously, 5-0.

IX. Board/Administration Communication, Correspondence, Committee Reports Information

- The district is hosting a Suicide Prevention Discussion for parents, families, and caregivers. The event will take place on Thursday, May 2nd in the CHS library at 6:30 p.m.

X. Possible Future Agenda Items Information

- Summer Purchases
- Assurances
- Strategic Planning

XI. Adjournment

Director White made a motion to adjourn at 8:25 p.m., seconded by Director Taylor. The motion passed unanimously, 5-0.

Recorder:

Board Clerk:

Meghan Baule
Recording Secretary

Lindsey Cox
Board Clerk



Colchester School District

Administrative Offices, 125 Laker Lane, PO Box 27, Colchester, Vermont 05446

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Colchester School Board

Meeting Schedule

2019 - 2020 School Year

Location: General session meetings take place at the Colchester High School Library/Media Center. Other locations as warned.

Schedule: General session meetings take place the first and third Tuesday of the month. Special meetings including but not limited to hearings, retreats, and work sessions will take place as announced/warned.

Colchester School Board Meeting Schedule	
2019	2020
July: No Meetings	January 7 & 21
August 6 & 20	February 4 & 18
September 3 & 17	Monday, March 2 (Town Meeting)
October 1 & 15	March 3 & 17
November 5 & 19	April 7 & 21
December 3 & 17	May 5 & 19
	June 2 & 16

Created: 4/24/2019

Amy Minor
Superintendent
of Schools

George Trieb
Business & Operations
Manager

Carrie Lutz
Director of Student
Support Services

Gwendolyn Carmolli
Director of Curriculum
& Instruction