



# Vermont State Colleges

## Board of Trustees

July 31, 2014

*Office of the Chancellor  
Montpelier, Vermont*

## BOARD OF TRUSTEES

**Martha O'Connor, Chair**  
(2/28/17)

**M. Jerome "Jerry" Diamond**  
(2/28/19)  
**Rep. Eileen "Lynn" Dickinson**  
(2/28/16)  
**Michelle Fairbrother**  
(2/28/15)  
**Kraig Hannum**  
(2/28/17)  
**Rep. Tim Jerman, Vice Chair**  
(2/28/18)  
**Rep. Bill Lippert, Jr.**  
(2/18/16)  
**Karen Luneau, Treasurer**  
(2/28/17)

**Chris Macfarlane**  
(2/28/19)  
**Rep. Jim Masland**  
(2/28/18)  
**Linda Milne**  
(2/28/15)  
**Gary Moore**  
(2/28/15)  
**Heidi Pelletier, Secretary**  
(2/28/19)  
**Governor Peter Shumlin**  
(*ex officio*)

## Board Committees

### Finance & Facilities

Chris Macfarlane, Chair  
Bill Lippert, Vice-Chair  
Jerry Diamond  
Tim Jerman  
Linda Milne  
Heidi Pelletier

### Executive

Martha O'Connor, Chair  
Kraig Hannum  
Tim Jerman  
Karen Luneau  
Chris Macfarlane  
Linda Milne  
Heidi Pelletier

### Education, Personnel & Student Life

Kraig Hannum, Chair  
Jim Masland, Vice-Chair  
Lynn Dickinson  
Michelle Fairbrother  
Karen Luneau  
Gary Moore

### Audit

Linda Milne, Chair  
Lynn Dickinson  
Tim Jerman  
Karen Luneau  
Chris Macfarlane

## Board Meeting Dates

July 31, 2014  
September 23 & 24, 2014

Chancellor's Office, Montpelier, VT  
Lake Morey Resort, Fairlee, VT

## VSC Chancellor's Office

**Timothy J. Donovan, Chancellor**

Vice President and Chief Financial Officer  
Vice President and General Counsel  
Executive Assistant to the Chancellor  
Interim Chief Information Officer  
Director of Facilities  
Director of Human Resources  
Director of Institutional Research  
Director of Payroll and Benefits  
Chief Technology Officer  
Controller

**Thomas Robbins**  
**William Reedy**  
**Elaine Sopchak**  
**Dianne Pollak**  
**Richard Ethier**  
**Nancy Shaw**  
**Hope Baker-Carr**  
**Tracy Sweet**  
**Richard Blood**  
**Deborah Robinson**

**VERMONT STATE COLLEGES  
BOARD OF TRUSTEES MEETING**

**July 31, 2014      10:00 a.m.**

**Office of the Chancellor  
Montpelier, Vermont**

ORDER OF BUSINESS

A. ITEMS FOR DISCUSSION AND ACTION

1. Approval of the Minutes of the May 22, 2014 Board of Trustees Meeting
2. Approval of the Minutes of the July 8, 2014 Board of Trustees Special Meeting
3. Approval of Board of Trustee Meeting Calendar for FY15
4. Endorsement of Grant Proposals: Consent Agenda
5. JSC Solar Contract
6. Final Program Approval: CSC: BAS, Career and Technical Education
7. Adoption of Chancellor Search Process

B. ITEMS FOR INFORMATION AND DISCUSSION

1. Report of the July 17, 2014 Executive Committee Meeting
2. Update on Collective Bargaining
3. Update on Fall Enrollment at Each College
4. Orientation to Vermont Public Meetings Law
5. Introduction of Policy Review
6. Priorities and Objectives for the Board Retreat
7. Other Business
8. Comments from the Public
9. Date and Place of Next Meeting:  
Wednesday, September 24, 2014  
Lake Morey Resort, Fairlee, VT

A. ITEMS FOR DISCUSSION AND ACTION

1. Approval of the Minutes of the May 22, 2014 Board of Trustees Meeting

**Unapproved minutes of the Board of Trustees meeting Thursday, May 22, 2014**

*Note: These are unapproved minutes, subject to amendment and/or approval at the subsequent meeting.*

The Vermont State Colleges Board of Trustees conducted a Board meeting on Thursday, May 22, 2014 at Castleton State College in Castleton, Vermont.

The following were present:

Trustees: Jerry Diamond (by phone), Lynn Dickinson, Michelle Fairbrother, Kraig Hannum, Tim Jerman, Bill Lippert, Karen Luneau, Chris Macfarlane, Jim Masland, Linda Milne, Gary Moore, Martha O'Connor, Heidi Pelletier, Colin Santee

Presidents: Joe Bertolino, Joyce Judy, Barbara Murphy, VTC Interim President Dan Smith, Dave Wolk

Office of the Chancellor:

Tim Donovan, Chancellor  
Annie Howell, Chief Academic Officer  
Bill Reedy, Vice President and General Counsel  
Tom Robbins, Vice President and Chief Financial Officer  
Elaine Sopchak, Executive Assistant to the Chancellor

Members of the Public:

Angele Brill, Professor, Castleton State College  
Tess Conant, President, VSCUP  
Deb Danforth, Dept. of Business Administration, Castleton State College  
Jane Foley, Director of Creative Services, Castleton State College  
Rita Geno, Assistant to the President, Castleton State College  
Janet Hazelton, Director of Human Resources, Castleton State College  
Kathy Kozlik, Professor, Castleton State College  
Samantha Montgomery, AFT Vermont Field Representative  
Josh O'Gorman, Associated Press

Linda Olson, President, VSCFF  
Maurice Ouimet, Director of Admissions, Castleton State College  
Dennis Proulx, Dean of Students, Castleton State College  
Peg Richards, Professor, Castleton State College  
Jeff Weld, Director of Communications, Castleton State College

Chair Moore called the meeting to order at 2:05 p.m.

B. PRESENTATIONS

1. Presentation of 2013-2014 Faculty Fellowship Award

President Wolk welcomed the Board to Castleton State College and introduced Professor Peter Kimmel. Professor Kimmel's fellowship presentation was called "There is no 'I' in embryo: what the study of development says about us." He has given over 20 years service to the college, has been the chair of the Natural Sciences department, president of the faculty assembly, and lead two NEASC self studies.

Chair Moore read aloud the resolution conferring the Faculty Fellowship and presented it to Professor Kimmel.

2. Presentation of Emeritus Status

President Wolk introduced Professor Paul Albro, and shared that he came to Castleton State College in 1977. He came to the college as a Vietnam War hero, and has been serving his community ever since. He is a favorite of students who is widely regarded as tough but fair. President Wolk thanked Professor Albro for his many years of dedicated service.

Chair Moore shared that Professor Albro has also received the Outstanding Faculty Award from students and alumni two times, and the Outstanding Faculty Award from the Student Government Association three times. Chair Moore read aloud the resolution conferring Emeritus status and presented it to Professor Albro.

C. ITEMS FOR DISCUSSION AND ACTION

1. Approval of the Minutes of the April 3, 2014 Meeting

The resolution to approve the minutes of the April 3, 2014 meeting was moved by Trustee Pelletier and seconded by Trustee Jerman. The minutes were approved unanimously.

2. Election of the Officers of the Board of Trustees and Audit Committee

Trustee Fairbrother moved and Trustee Macfarlane seconded the following slate of nominees for the offices of Chair, Vice-Chair, Secretary and Treasurer:

Chair: Martha O'Connor

Vice-Chair: Tim Jerman

Treasurer: Karen Luneau

Secretary: Heidi Pelletier

There were no other nominations. The slate of nominees was approved unanimously.

Trustee Fairbrother moved and Trustee Macfarlane seconded the following slate of nominees for membership to the Audit Committee:

Lynn Dickinson

Tim Jerman

Karen Luneau

Chris Macfarlane

Linda Milne

There were no other nominations. The slate of nominees was approved unanimously.

3. Personnel Actions: Presidents and Chancellor Appointments

Trustee Pelletier moved to enter executive session to consider the evaluation of public officers or employees and to consider records or documents excepted from the Access to Public Records provisions of the Vermont Public Records Act, and to include Chancellor Donovan. Trustee Luneau seconded. The vote to enter executive session was unanimous.

The Board entered executive session at 2:32 p.m. Trustee Dickinson arrived while the Board was in executive session.

The Board exited executive session at 3:12 p.m. Trustee Pelletier moved and Trustee Macfarlane seconded the resolution to reappoint the college presidents. Trustee Lippert stated that the fact that the Board went into executive session in no way represented any concerns about the presidents' performance. The resolution was approved unanimously.

Trustee Pelletier moved to enter executive session to consider the evaluation of public officers or employees and to consider records or documents excepted from the Access to Public Records provisions of the Vermont Public Records Act, and to include Chancellor Donovan. Trustee Fairbrother seconded. The vote to enter executive session was unanimous.

The Board entered executive session at 3:16 p.m. The Board exited executive session at 3:53 p.m.

Chair Moore read aloud the resolution Acceptance of Notice of Retirement by Chancellor Donovan. Trustee Pelletier moved and Trustee Hannum seconded the motion. The resolution was approved unanimously.

Chair Moore called for a brief recess at 3:56 p.m. Trustee Diamond left the meeting. The recess ended at 4:08 p.m.

4. Approval of FY2015 Budgets

a. VSC Budget

Trustee O'Connor moved and Trustee Dickinson seconded the resolution to approve the VSC budgets. The resolution was approved unanimously.

b. Nursing and Allied Health Program

Trustee O'Connor moved and Trustee Pelletier seconded the resolution to approve the Nursing and Allied Health Program budget. The resolution was approved unanimously.

c. VIT Budget

Trustee O'Connor moved and Trustee Dickinson seconded the resolution to approve the VIT budget. The resolution was approved unanimously.

d. Workforce Development Budget

Trustee O'Connor moved and Trustee Macfarlane seconded the resolution to approve the Workforce Development budget. The resolution was approved unanimously.

5. Review and Recommend Approval of Additional VTC Operating Loan Commitment
6. Approval of Annual Banking and Investment Resolution
7. Endowment Proposals: Consent Agenda
8. Grant Proposals: Consent Agenda

Trustee O'Connor moved and Trustee Macfarlane seconded that items 5-8 on the meeting's agenda should become a consent agenda. The consent agenda resolution was approved unanimously.

9. Education, Personnel and Student Life Committee Business: Consent Agenda

Trustee Pelletier moved and Trustee Luneau seconded the EPSL Committee consent agenda. No items were removed from the consent agenda. The consent agenda resolution was approved unanimously for the following items:

- CSC Final Program Proposal: Bachelors of Arts in Women's and Gender Studies
- Nomination of Faculty for VSC Faculty Fellowship Award
- Revised List of Programs under 2014 Policy 101 Review

C. ITEMS FOR INFORMATION AND DISCUSSION

1. Report of the Meeting of the Executive Committee

Chair Moore reported they discussed presidents' appointments and Chancellor Donovan's retirement. There was also a legislative update.

2. Report of the Meeting of the Audit Committee

Trustee Milne reported the committee held a planning session with auditors. The audit is to happen in August and September. The committee went into executive session with the auditors to discuss a variety of materials related to internal control audits. Committee members raised concerns with the auditors about the p-card audit in which split expenditures were found. The committee raised questions about self-assessments that



indicated there were not controls over certain expenses. Trustee Milne asked CFO Robbins about the self-assessments, and CFO Robbins responded that the Business Affairs Council is already intending to look further into it.

3. Report of the Meeting of the Finance and Facilities Committee

Trustee O'Connor reported that no additional information beyond what was voted on today was discussed.

4. Report of the Meeting of the Education, Personnel and Student Life Committee

Trustee Pelletier reported that no additional information beyond what was voted on today was discussed.

5. Report of the Meeting of the Nominating Committee

Trustee O'Connor stated that the slates of Board officers and Audit Committee members were both approved by the full Board.

6. Report of the Vermont State Colleges Student Association

Trustee Santee reported that Johnson State College student Elisabeth Beatty-Owens was chosen to be the student representative on the S.40 committee established by the legislature. A new student trustee has not been elected yet as they are still taking applications.

7. Reports of the College Presidents

Johnson State College President Barbara Murphy reported that they had a really wonderful commencement. She thanked Trustees Luneau, Macfarlane, and Santee for attending, and the Board for allowing an honorary degree to be conferred upon their commencement speaker Veronika Scott.

Lyndon State College President Joe Bertolino shared that they had a great commencement as well. He thanked Chair Moore and Trustees Dickinson, Jerman, Luneau, Macfarlane, and Masland for attending. At the commencement Chair Moore was awarded a presidential medal of distinction. In other news, three LSC students have been named forecasters of the year. Going forward, 2015 has been declared the year of social justice at LSC.

Vermont Technical College Interim President Dan Smith shared that he is impressed by the devotion of faculty and staff to student success. He thanked Trustees Jerman and Milne for attending commencement. VAST recently graduated 47 high school seniors. The Institute for Sustainable Agriculture's short courses are up and running. The college recently received a renewable energy commitment from David Blittersdorf of AllEarth Renewables for \$120,000 for a sustainable energy program. Partnerships with employers will be the defining focus of next year. Budget work is ongoing, with the objective that every decision is reviewed at the time the decision is made. It will take time to do this and the Vermont Tech community has a strong sense of how much work it will take. Interim President Smith also pointed out a recent [NY Times article](#) on the impact the success of middle class students has on income inequality.

Community College of Vermont President Joyce Judy reported that CCV's commencement will be held in a few weeks. The commencement speaker is Stuart Comstock-Gay, President of the Vermont Community Foundation. They will also be presenting a service award to Steve Costello of the Red Cross. CCV was honored by the Vermont Association of Broadcasters for best in show for a [digital marketing commercial](#) created in conjunction with Urban Rhino. CCV's summer session started on Monday; enrollment is 1% higher than last summer's, and is the college's largest summer ever.

Castleton State College President Dave Wolk reported that the college's commencement for over 500 students was great and Chair Moore's speech was well received. He thanked Trustees Fairbrother and Hannum for attending. The college is embarking on an inclusivity initiative and focusing on attracting more international students. They have hired one and are hiring another staff member to focus on attracting students from around the world. Solar power charging stations for electric vehicles, which are funded by private donations, have been installed near the Jeffords Building.

8. Report of the Chancellor

Chancellor Donovan stated that the legislative update he shared with the Executive Committee will be sent out to all trustees.

9. Other Business

There was no other business discussed.

10. Comments from the Public

Tess Conant thanked the Chancellor for his dedication to the colleges and the state and the VSC's mission for the state.

Date and Place of Next Meeting

Thursday, July 31, 2014 at 10 a.m.  
Office of the Chancellor, Montpelier, VT

This will be a full Board meeting with no separate committee meetings that day.

Trustee Pelletier moved and Trustee Milne seconded a motion for the Board to enter executive session to consider the evaluation of public officers or employees and to consider records or documents excepted from the Access to Public Records provisions of the Vermont Public Records Act, and to include attorney Jeff Nolan and the Chancellor. The vote to enter executive session was unanimous.

The Board entered executive session at 4:39 p.m. The Board exited executive session at 5:40 p.m. and took no action. Chair Moore adjourned the meeting at 5:42 p.m.

2. Approval of the Minutes of the July 8, 2014 Board of Trustees Special Meeting

**Unapproved minutes of the Board of Trustees meeting Tuesday, July 8, 2014**

*Note: These are unapproved minutes, subject to amendment and/or approval at the subsequent meeting.*

The Vermont State Colleges Board of Trustees conducted a Board meeting on Thursday, July 8, 2014 at the Office of the Chancellor in Montpelier, Vermont.

The following were present:

Trustees: Jerry Diamond, Lynn Dickinson, Michelle Fairbrother, Kraig Hannum, Tim Jerman, Bill Lippert, Karen Luneau, Chris Macfarlane, Jim Masland, Linda Milne, Martha O'Connor, Heidi Pelletier

Absent: Gary Moore

Presidents: Joe Bertolino, Joyce Judy, Barbara Murphy, VTC Interim President Dan Smith, Dave Wolk

Office of the Chancellor:

Bill Reedy, Vice President and General Counsel  
Tom Robbins, Vice President and Chief Financial Officer  
Elaine Sopchak, Executive Assistant to the Chancellor

Members of the Public: Tess Conant, VSC United Professionals  
Janis Henderson, VSC Staff Federation  
Pat Moulton, VT State Employees Association  
Tim O'Connor  
Josh O'Gorman, VT Press Bureau

Chair O'Connor called the meeting to order at 11:05 a.m.

## A. ITEMS FOR DISCUSSION AND ACTION

Chair O'Connor informed the Board that Chancellor Donovan was away at a conference and Trustees Fairbrother and Moore would be late. She handed out a draft schedule of meetings for 2015, to be voted on at the July 31<sup>st</sup> meeting. She also handed out proposed committee appointments. Both drafts are attached to these minutes.

Trustee Milne inquired whether there would be any one-day Board meetings in 2015. Chair O'Connor answered that the Board will return to its usual practice of committee meetings on a Wednesday followed by a Board meeting on the Thursday of the next week.

Chair O'Connor thanked the presidents for discussing the following three questions at their annual retreat last week:

- a. What are the expectations for a chancellor?
- b. What skills/qualities are desired for a chancellor?
- c. What is the process to seek a chancellor?

She asked trustees to keep an open mind on whether to appoint an interim or a permanent chancellor.

Chair O'Connor stated that the Executive Committee will meet on July 17<sup>th</sup> and will prioritize the thoughts from today's meeting. Executive Assistant to the Chancellor Elaine Sopchak will send the minutes of today's meeting to everyone as soon as possible. Then on July 31<sup>st</sup> the full Board will vote on the process to be followed. Chair O'Connor told the Board that there is no one in the wings under consideration for the position. It is an open process. She asked the members of the audience from the public to chime in with thoughts. Also at the July 31<sup>st</sup> meeting, General Counsel Reedy will update the Board on changes to the Vermont Open Meeting Law.

Chair O'Connor opened the discussion and asked Castleton State College President Dave Wolk to share the thoughts of the Council of Presidents. President Wolk shared a document listing the following qualities and skills of a new chancellor that the presidents agreed upon:

- Ability to manage a complex \$200M budget;
- Experience in having cultivated and nurtured statewide relationships, with the skills to keep them thriving;
- Respected as a non-partisan; someone with respect across parties and sectors;
- Forger of collegial relationships and the ability to sustain them;
- Understanding of the nature of a public enterprise;
- Excellent communicator across media; not just someone who is skillful but also perceived as forthright and fair;

- A tough advocate for the VSC colleges and deeply committed to their individual and collective success.

Chair O'Connor asked for clarification of the last item in regards to advocating for the system as it is now, or for changes in the future. President Wolk explained the new chancellor should lead the system through changes, and be a tough advocate on behalf of the VSC to the governor and legislature. They should be committed to the VSC as an entity but also to the colleges going forward.

Johnson State College President Barbara Murphy said the presidents chose these qualities because in the end they are more important than any particular skill set.

Trustee Jerman noted that the presidents' list does not include experience in higher education. President Wolk acknowledged that successful chancellors of the past had experiences as college presidents or faculty members that helped in their role as chancellor.

Community College of Vermont President Joyce Judy emphasized that the presidents feel it is most important to have someone able to lead an entity but that they also believe deeply in the power of education and are committed to the core mission of the colleges. She added that two additional important qualities would be a strong communicator and having a really good understanding of complex budgets. President Murphy suggested that there may be an applicant who hasn't managed such a budget but has all the signs that they can.

Trustee Dickinson stated that experience as a faculty member or president is really important but that they must also be receptive to change (as was discussed in the Board's recent strategic inquiry). She suggested a manager with an entrepreneurial spirit rather than just an education background.

Trustee Diamond asked the presidents whether they thought a good candidate should have a post-graduate degree or similar qualifications. Presidents Wolk and Judy said no. Trustee Diamond suggested that the new chancellor will have tremendous changes to decide upon, and having someone in that role who has shared the same experiences as faculty might help. President Wolk agreed but felt the Board should not exclude applicants who don't have a post-graduate degree.

Trustee Pelletier stated it is more important for a candidate to have breadth of experience rather than the degree. Trustee Lippert agreed and said it could bring some perspective to a candidate but it is not a basis for screening applications. He shared a concern that being rigid with recruiting qualifications could exclude some of the most successful leaders. He said the two most

important qualifications in his opinion are the ability to think and act strategically, and a deep level of interpersonal skills. Trustee Masland agreed.

Trustee Luneau reminded the Board of other Vermont organizations in the recent past that chose a new leader with all the skills but with no specific experience who pulled the organizations into shape. To her, connections in the state and region are very important, and coming up through the ranks of the VSC is not a requirement. She would prefer for the immediate future someone with a lot of connections to inspire confidence in the leadership. She referred to the successful role played by former Lyndon State College Interim President Steve Gold. She feels that skills lend credibility but that an immediate need is someone with charisma who inspires respect.

Chair O'Connor asked Trustee Luneau whether she would have the same requirements for a permanent chancellor. Trustee Luneau answered that it depends on where we think we are as a system and how much change we think our system needs to experience in order to have long term viability. The Board needs to discuss whether they require an interim chancellor that becomes permanent, or whether it should be two different people. She feels however that the VSC has been put on the back burner by legislators and we need someone with star power to keep the system in the forefront.

Trustee Macfarlane inquired about the timeframe, stating that he feels a sense of urgency, and wonders whether the rest of the Board feels the same. Chair O'Connor stated that she felt the need to at least start the discussion now and not wait until the fall.

President Murphy agreed that there is urgency, as Chancellor Donovan is deferring appointments while this process happens. The new leader will need to do some organizing. Trustee Macfarlane suggested the Board find the right candidate and have them spend time with Chancellor Donovan. President Wolk agreed with President Murphy, stating that it would be better for the colleges if there were a sense of urgency to find someone who can hit the ground running, who could work with Chancellor Donovan, and could be a longer term interim or permanent chancellor. An 18-month interim or a permanent chancellor would provide stability and security for both the system and the new leader.

Trustee Jerman said he does not want to be rushed into a decision before Chancellor Donovan leaves—he may be available after he leaves to help in some way. Trustee Macfarlane stated it seems like the Board labors over decisions a long time, and that it would make a big statement if the Board came together and made a decision quickly.

Trustee Diamond said it is important to have an interim chancellor ready to hit the ground for a year. He wants a chancellor who will implement the strategic decisions the Board needs to make.

The Board could use the upcoming opportunity of the September retreat to redirect itself for the next five years, not the next twenty. Referring to the recent article on Castleton State College's name (<http://bit.ly/1xTilt7>), he feels the Board needs to make decisions regarding whether to create a state university system for example. He believes Chancellor Donovan's departure is an opportunity that forces the Board to discuss its strategic issues. He believes the Board could choose a strong interim chancellor by September or October and that there is urgency for certain aspects of the job but also for the Board to start making some very important decisions before choosing a new permanent leader.

Trustee Dickinson referred to the recent experience at Fletcher Allen Health Care, when they hired an interim leader who guided the board to find and hire a new permanent leader. This process might take a year.

Trustee Jerman stated that the potential qualified applicants for a yearlong interim period are people who are already working, and asked whether the Board should consider leaving the interim period open-ended. It is possible the interim chancellor will be the best permanent choice. A time limit on the interim period could limit who applies.

Trustee Luneau agreed that a long term interim without a timeframe is the best way to go. She believes the VSC is not taken as seriously and is not as respected as it should be in Vermont; therefore the person the Board chooses needs to be able to articulate that and command the respect the VSC needs and deserves.

Trustee Masland asked Trustee Diamond what are the decisions he thinks the Board needs to make. The Board would need that list if this is the case.

Trustee Milne said she would emphasize the ability to think and act strategically. She is leaning towards someone who can come to strategy with different perspectives, asking lots of questions and turning the Board towards new directions. President Murphy added that this person should question assumptions.

Chair O'Connor asked if they should seek someone who has experience with a 15-member board. They will need a leader who could work with this many different people. Trustee Pelletier agreed candidates would definitely need board experience. Trustee Luneau stated it would be hard to find someone with the qualities the Board wants who doesn't have board experience. She suggested someone who is either retired or not someone at the peak of their career and might be interested in an interim position. She also stated that the Board itself is very connected could suggest some candidates. She suggested someone like University of Vermont Interim President Edwin Colodny.



Trustee Hannum emphasized that the ideal candidate would need to be passionate about the position. Someone with a lot of experience would command a high price tag, and so would need passion and seek challenge, since the position would not pay competitively. He inquired about past interim chancellors and how they were brought on board.

President Murphy asked if an interim chancellor should be allowed to be considered for the permanent position. President Judy stated that the financial attractiveness of the position is very important. She said that it is a very big, stressful job, and while she feels a sense of urgency, bringing in the wrong person could be disastrous. Trustee Macfarlane suggested that the Board not let the pay scale dictate the kind of candidates the position attracts.

Trustee Luneau stated that money will not be the draw for this position but rather the opportunity to contribute, and a commitment to Vermont. She does not want someone who will learn on the job but who will come in with rich experience they can use in the role.

Chair O'Connor stated that the Board needs to identify what it wants this person to do. Trustee Luneau said that the questions are, where are we as a system and what are our needs? She asked the presidents how they feel the system stands and whether they feel secure at this time.

Trustee Fairbrother arrived.

Vermont Technical College Interim President Dan Smith suggested that the person the Board chooses could help them come to the consensus they need. The shape of the VSC organization, where one person communicates the desires of the Board through the presidents to 2300+ employees throughout the state, requires communication to flow effectively in two directions. Governance flows down from the Board, but there needs to be vertical communication from the institutions back to the Board about what they have the capacity to deliver, especially when the Board talks about innovation in a constrained resource environment. In terms of how we are all doing, we don't know each other well enough to have a handle on that; it is institution-by-institution. President Smith stated that he is leading an institution that is vulnerable right now. The chancellor needs to communicate all the risks and opportunities each college faces back up to the Board and then communicate back to the colleges and get buy-in from them. It's not a directive relationship; the chancellor succeeds because of his ability to communicate within the system as well as his leadership. A Board cannot overcorrect the system's path because what one college needs is different from another. President Murphy agreed and added that higher education in our region is in a difficult place right now and the person chosen will need to be very skilled in framing and leading those conversations.

Lyndon State College President Joe Bertolino stated that he does not feel vulnerable, but unsettled. As a president, he is concerned about where the system is and is headed, and whether the presidents have the support they need to be successful. He shared that, speaking as the only VSC president without roots in Vermont, he believes that state relationships are critical to the success of the institutions and the position of chancellor. He feels the Board needs to be decisive and to make some key decisions based on the recommendations and needs of the presidents. He feels a lot of instability across the system to consider: there are contracts that have not been negotiated; there is presidential turnover at some colleges coupled with seasoned presidents at other colleges who may or may not make decisions in the next decade; and the financial positions of all the colleges. A chancellor who understands the colleges and people and is able to navigate these constituencies, particularly faculty, is critical. Previous layoff experience at Lyndon State caused a lot of anxiety; other colleges have recently experienced layoffs, and it may be that these begin to affect the system. The presidents need reassurance that when making these tough decisions, the chancellor will have the presidents' backs.

Trustee Pelletier stated the Board should go with an interim chancellor. Chancellor Donovan's departure is only six months away and there not enough time to select a permanent chancellor. Possibly the interim chancellor could become permanent. This Board does not have the expertise to make the strategic decisions that need to be made, and the sooner a new chancellor is selected the sooner the Board can make decisions.

Chair O'Connor expressed appreciation for President Bertolino's words and encouraged everyone to speak their minds. She reminded the Board that although the tuition discussion and decision is often the biggest meeting of the year, what the Board is discussing today is the most important thing it will do.

President Bertolino challenged the idea of choosing an interim chancellor, wondering if that would add instability. There is uncertainty and another transition inherent in having an interim chancellor. He feels it is very important that the Board is clear in its messaging so that regardless of the search for a chancellor there is a system wide message that the Board is being decisive, supports the colleges, and has the plan for the future.

Chair O'Connor asked members of the audience for their comments.

VSC Staff Federation Chair Janis Henderson said she really likes that the Board is starting the process early. She said she was on the chancellor search committee last time, and she remembers positive experiences working with former Lyndon State Interim President Steve Gold. She emphasized a new chancellor should be someone who is experienced in organizing, and that we definitely need someone in time for the next legislative session.

The Board took a break for lunch. Chair O’Connor called the meeting back to order at 12:53 p.m.

Trustee Lippert suggested that the Board weigh the various options, focusing first on an interim chancellor, and then on a permanent chancellor. The following pros, cons and questions were established:

INTERIM CHANCELLOR	
PROS	CONS
Enough time to choose	Potentially limiting the pool significantly
Opportunity to find someone to guide permanent chancellor search	Could contribute to instability
Different pool of applicants with different skills	Could postpone/defer loyalty
Able to push boundaries more than a permanent chancellor	Would cause a change in the dynamic between COP and the chancellor
Could lead to becoming permanent chancellor	Would a short term appointment allow for passion?
QUESTIONS	
Caretaker or active leader? Able to reassure What is the pool of applicants? Would the Board appear indecisive if it seeks an interim and a permanent chancellor at the same time?	

Trustee Lippert pointed out the Board needs to decide whether they wish to hire an interim chancellor only, and then a permanent chancellor, or if they wish the interim chancellor to be considered to be a candidate for permanent chancellor. That decision may inform the search process.

President Bertolino stated that the presidents need to know where the Board wants to go, because it makes the presidents’ job much more difficult if they do not know the Board’s direction. Would an interim chancellor be a placeholder, or would they be given permission to make significant and sweeping changes without having to worry about being the bad guy because they are leaving soon. Or would they be building relationships in a way that allows them to be the leader longer term.

Chair O'Connor stated that, regarding the Board's direction, the Board could come up with any number of strategies, but the presidents would be the ones executing the plans, and so the Board and presidents need to work together.

President Murphy asked President Bertolino whether in his experience he saw institutions advertise for an interim position that would turn into a permanent one. President Bertolino shared that his experience has been that a board would talk about candidates, then have confidential, quiet conversations with potential candidates for an interim position, and then appoint and announce an interim, with the caveat that this person would be an interim for a set amount of time, and would be permitted / not be permitted to be a candidate for the permanent position (which would be decided up front). Once the interim announcement was made, immediately after that the board would initiate a search for a permanent leader.

PERMANENT CHANCELLOR	
PROS	CONS
Stability	Not enough time for search
Hit the ground running	Mismatch of skill sets: current versus future needs
Wider pool of applicants	Riskier
Show of confidence by the Board	Possibility of failed search
	Timing of candidate availability
	Different pool of candidates

Chair O'Connor opened the discussion of the process for selecting a new chancellor.

The Executive Committee will meet on July 17<sup>th</sup>. All Board members are welcome to attend. The committee will come up with a recommendation for the full Board to vote on at the July 31<sup>st</sup> meeting.

Trustee Milne suggested forming a committee of the Board that included community members, even if it is a quiet search for an interim chancellor.

Chair O'Connor suggested a process in which people could be nominated, and people could apply directly to the Executive Committee, which would vet the applications and bring recommendations to the full Board.

Trustee Fairbrother stated she is in favor of a separate search committee. Whether the position is interim or permanent should determine whether there are other community members on the committee.

Trustee Diamond agreed that the search committee should be separate from the Executive Committee. It could include others not on the Executive Committee, a representative from the Council of Presidents, and a representative from the community. He suggested considering hiring a firm that specializes in succession planning, especially if the Board decides to hire a permanent chancellor.

Trustee Masland said he sees the merits of using a search firm so long as they do not filter out applicants the Board might want to see.

Interim President Smith suggested the Board ought to test the assumption of whether a permanent chancellor could be found by January 1, 2015 by asking some search firms if that is reasonable. If not, then the Board could identify an interim chancellor and give themselves time to do a permanent search.

Trustee Diamond expressed concern not only with time but that the Board faces some very difficult strategic decisions, and he wants a chance to discuss those things in the next few months, get a plan, and then look for a chancellor.

Tess Conant, of the VSC United Professionals, reminded the Board that both Lyndon State and Vermont Tech were facing critical times at the time of their leadership transitions; an interim had a definite purpose at those times.

Interim President Smith stated that a lack of strategic consensus of the Board may put off a permanent candidate. An interim chancellor could build strategy with the Board.

Trustee Lippert inquired about the expectations of confidentiality of those considering applying, assuming there would most likely be a high level of confidentiality, and that the search would not in its entirety be a public process.

Chair O'Connor shared that people have already suggested names, and some have made contact to say that they are interested. General Counsel Reedy advised that anything the Board discusses can be done in executive session, as is described under the revised Open Meeting Laws. When the Board comes out of executive session and makes a decision, they must be prepared to explain why the decision was made. A document containing the candidates' names may be considered a

personal document not subject to public inspection. At some point the names of the finalists would be public information, but not during the earlier stages of the process.

Trustee Masland suggested it would be good to test the waters about whether permanent candidates are out there, and to do that soon.

President Murphy asked Trustee Diamond if he felt the Board was not yet ready to submit to a search for a permanent chancellor. Trustee Diamond stated he did not think the Board was ready and that it needs to clarify the issues of the next five years in order to share those questions with the candidates. President Murphy suggested the Board needs to set a calendar or deadline and a list of questions to answer.

Trustee Jerman asked if the Board could have more information on how it would work with a search firm, and a ballpark estimate of cost. Then the Executive Committee could discuss that at its next meeting as well. Interim President Smith said a search firm will look at a January 1<sup>st</sup> deadline and tell the Board whether it is reasonable. Trustee Diamond recommended Cope & Associates of Burlington, which specializes in creating and implementing a search process (<http://www.consultcope.com>). Chair O'Connor asked the Board if she and Trustee Jerman could contact this company on the Board's behalf to learn about their services. Board members agreed.

President Murphy suggested the Board should also inquire into a more traditional higher education search firm. The Council of Presidents will send suggestions. Both presidents and Board members suggested contacting former VSC Chancellor Charles Bunting, who conducts searches for senior positions at colleges and universities. (<https://www.storbeckpimentel.com/team/partners/charles-bunting/>)

Trustee Lippert suggested that the Board could share with the new leader that it is in the process of strategic planning, rather than doing that planning absent the person who is going to lead everyone forward. He challenged the suggestion that the Board could resolve all the issues and then bring in somebody new who wasn't engaged in the process of making those decisions and expect them to lead. He feels that is missing a fundamental element of what the Board has been discussing, which is moving forward together. He does not think the Board and the Council of Presidents are currently in sync on these issues. He thinks the first job of a new leader is to actually engage with everyone and confront the difficult issues. That is what a leader does. He believes there is a myth that boards set the strategy. Actually, boards make strategic decisions when they listen carefully to the people who are leading, collaboratively and collectively—they don't do it themselves. The Board wants someone to work with to help it move forward—that is not a failure of the Board or the Council of Presidents. That is the first charge for a leader, interim or permanent, and the Board should be up front with them about that.

President Wolk stated that Trustee Lippert's suggestions resonate with the presidents and suggested that perhaps an outside firm is not needed. Trustee Milne agreed.

Trustee Macfarlane stated he thought there was more healthy discussion today than all of last year, and that the Board was headed in the right direction, although he is still not clear on the entire process.

Trustee Milne suggested that if it is feasible, the Board should try to look for a permanent chancellor. Trustee Dickinson said the Executive Committee should still have conversations with search firms to learn what's feasible. Chair O'Connor confirmed that she and Trustee Jerman will have those conversations.

Trustee Luneau said she would like to know who is out there that is a possibility, because knowing that might narrow the focus. Chair O'Connor said she will talk to General Counsel Reedy to make sure it is appropriate to have that kind of discussion in executive session. General Counsel Reedy responded that if the Board has reason to discuss things in executive session, then they can pursuant to 1 VSA Section 313. The VSC is a state entity and requires a two-thirds majority and legitimate reason to enter executive session. The Board may hold an executive session on July 31<sup>st</sup> if the discussion warrants and the Board so votes.

Trustee Hannum moved and Trustee Milne seconded a motion to adjourn. Chair O'Connor adjourned the meeting at 2:15 p.m.

3. Approval of Board of Trustee Meeting Calendar for FY15

The Board of Trustees will discuss and approve the schedule of meetings for FY2015 as set forth in the following calendar.



**Vermont State Colleges Board of Trustees  
Schedule of Board and Board Committee Meetings for FY2015**

**Schedule of Regular Board of Trustees Meetings FY2015**

<u>Meeting/Date</u>	<u>Time/Place</u>
Board Meeting Thursday, July 31, 2014	10 a.m./Chancellor's Office, Montpelier
Board Retreat Tuesday, September 23, 2014	9 a.m./Lake Morey Resort, Fairlee, VT
Board Meeting Wednesday, September 24, 2014	1 p.m./Lake Morey Resort, Fairlee, VT
Board Meeting Thursday, October 30, 2014	3 p.m./CCV Brattleboro
Board Meeting Thursday, December 11, 2014	3 p.m./Castleton State College
Board Meeting Thursday, February 19, 2015	3 p.m./Lyndon State College
Board Meeting Thursday, April 9, 2015	3 p.m./ Johnson State College
Board Meeting Thursday, May 21, 2015	3 p.m./Vermont Tech Williston
Board Meeting Thursday, July 30, 2015	10 a.m./Chancellor's Office, Montpelier
Board Retreat Tuesday, September 22, 2015	9 a.m./TBD
Board Meeting Wednesday, September 23, 2015	1 p.m./TBD

**Schedule of Regular Board of Trustee Committee Meetings FY2015**

All Committee Meetings will be held at the Chancellor's Office in Montpelier.

<u>Committee Meeting/Date</u>	<u>Time</u>
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**Education, Personnel and Student Life Committee Meetings**

Wednesday, October 22, 2014	5:00-7:00 p.m.
Wednesday, December 3, 2014	3:00-5:00 p.m.
Wednesday, February 11, 2015	5:00-7:00 p.m.
Wednesday, April 1, 2015	3:00-5:00 p.m.
Wednesday, May 13, 2015	5:00-7:00 p.m.

**Finance & Facilities Committee Meetings**

Wednesday, October 22, 2014	3:00-5:00 p.m.
Wednesday, December 3, 2014	5:00-7:00 p.m.
Wednesday, February 11, 2015	3:00-5:00 p.m.
Wednesday, April 1, 2015	5:00-7:00 p.m.
Wednesday, May 13, 2015	3:00-5:00 p.m.

<u>Committee Meeting/Date</u>	<u>Time</u>
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**Audit Committee Meetings**

Wednesday, October 22, 2014	1:00-3:00 p.m.
Wednesday, February 11, 2015	1:00-3:00 p.m.
Wednesday, May 13, 2015	1:00-3:00 p.m.

**Executive Committee Meetings**

Monday, October 6, 2014	1:00-3:00 p.m.
Monday, November 17, 2014	1:00-3:00 p.m.
Monday, January 26, 2015	1:00-3:00 p.m.
Monday, March 9, 2015	1:00-3:00 p.m.
Monday, April 27, 2015	1:00-3:00 p.m.

DRAFT

VERMONT STATE COLLEGES

BOARD OF TRUSTEES

RESOLUTION

Schedule of VSC Board and Board Committee Meetings for FY2015

WHEREAS, A public body in Vermont shall designate the time and place of all its regular meetings by, among other methods, resolution of the public body; and

WHEREAS, The Vermont State Colleges Board of Trustees wishes to designate certain times and places for its regular meetings for FY2015 and for the regular meetings of its Executive Committee; its Finance and Facilities Committee; its Education, Personnel and Student Life Committee; and its Audit Committee; therefore, be it

RESOLVED, That the Vermont State Colleges Board of Trustees shall hold the following regular meetings in FY2015:

Thursday, October 30, 2014, 3:00 p.m. at Community College of Vermont – Brattleboro site

Thursday, December 11, 2014, 3:00 p.m. at Castleton State College

Thursday, February 19, 2015, 3:00 p.m. at Lyndon State College

Thursday, April 9, 2015, 3:00 p.m. at Johnson State College

Thursday, May 21, 2015, 3:00 p.m. at Vermont Technical College – Williston campus

Thursday, July 30, 2015, 10:00 a.m. at the Chancellor’s Office in Montpelier

September 22 & 23, 2015, 9:00 a.m., Lake Morey Resort, Fairlee, VT; and be it further

RESOLVED, That the Education, Personnel and Student Life Committee of the Vermont State Colleges Board of Trustees shall hold the following regular meetings in FY2015 at the Chancellor's Office in Montpelier:

Wednesday, October 22, 2014, 5:00 – 7:00 p.m.  
Wednesday, December 3, 2014, 3:00 – 5:00 p.m.  
Wednesday, February 11, 2015, 5:00 – 7:00 p.m.  
Wednesday, April 1, 2015, 3:00 – 5:00 p.m.  
Wednesday, May 13, 2015, 5:00 – 7:00 p.m.; and be it further

RESOLVED, That the Finance and Facilities Committee of the Vermont State Colleges Board of Trustees shall hold the following regular meetings in FY2015 at the Chancellor's Office in Montpelier:

Wednesday, October 22, 2014, 3:00 – 5:00 p.m.  
Wednesday, December 3, 2014, 5:00 – 7:00 p.m.  
Wednesday, February 11, 2015, 3:00 – 5:00 p.m.  
Wednesday, April 1, 2015, 5:00 – 7:00 p.m.  
Wednesday, May 13, 2015, 3:00 – 5:00 p.m.; and be it further

RESOLVED, That the Audit Committee of the Vermont State Colleges Board of Trustees shall hold the following regular meetings in FY2015 at the Chancellor's Office in Montpelier:

Wednesday, October 22, 2014, 1:00-3:00 p.m.  
Wednesday, February 11, 2015, 1:00-3:00 p.m.  
Wednesday, May 13, 2015, 1:00-3:00 p.m.; and be it further

RESOLVED, That the Executive Committee of the Vermont State Colleges Board of Trustees shall hold the following regular meetings in FY2015 at the Chancellor's Office in Montpelier:

Monday, October 6, 2014, 1:00-3:00 p.m.  
Monday, November 17, 2014, 1:00-3:00 p.m.  
Monday, January 26, 2015, 1:00-3:00 p.m.  
Monday, March 9, 2015, 1:00-3:00 p.m.  
Monday, April 27, 2015, 1:00-3:00 p.m.

July 31, 2014

#### 4. Endorsement of Grant Proposals: Consent Agenda

The following grant proposals are being submitted for approval. Documentation for these grants and a suggested resolution for endorsement are attached.

Community College of Vermont would like endorsement of the following grants:

- a. Consolidated Perkins Postsecondary and Tech Prep Grant: This grant is aimed at improving vocational and technical education at the secondary and postsecondary level.
- b. This Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grant will serve the education and training needs of industries that support the state's priority employment sectors, including health care, business services in entrepreneurship, hospitality and tourism, and technology. It will expand and improve the Community CCV's ability to deliver education and career training programs in those fields by creating stackable certificate programs that can be completed in less than two years.

Vermont Technical College would like endorsement of the following grants:

- a. TRIO-Student Support Services Grant: The SSS program is designed to increase the number of disadvantaged low-income college students, first generation students, and college students with disabilities in the U.S. who successfully complete a program of study.
- b. VMEC NIST Grant—Hollings Manufacturing Extension Partnership: This grant is to improve manufacturing in Vermont and strengthen the global competitiveness of the state's smaller manufacturers. Its focus is on small- to medium-sized manufacturers and is designed to help them increase productivity; modernize processes; adopt advanced technologies; reduce costs; and stabilize the workforce.

## Vermont State Colleges Grant Proposal Budget Analysis

Form A & B

College: Community College of Vermont

Grant Title: Consolidated Perkins Postsecondary and Tech Prep.

Grant Agency: State of Vermont, Department of Education

Project Director: Linda Gabrielson, Academic Dean \*Debby Stewart, Academic Dean effective 7/1/14

Purpose of Grant: Improving vocational and technical education at the secondary and post-secondary level.

Grant Period: 7/1/2014 to 6/30/2015

Review Period: 1 Multi-Yr\*\* / Cumulative Grant Amt: \$ 678,734.00  
 \*\*(please enter number of years covered)

Proposed Funding	1st Yr		2nd Yr		3rd Yr	
	Grant	College	Grant	College	Grant	College
Direct Costs	-----	-----	-----	-----	-----	-----
Salaries & Wages	\$ 341,087.29					
Employee Benefits	\$ 184,421.91					
Operations	\$ 117,288.80					
Travel						
Equipment						
Library Acquisitions						
Other	\$ 2,000.00					
Total Direct	\$ 644,798.00	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs*	\$ 33,936.00					
<b>Total Budget</b>	<b>\$ 678,734.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*(In-Kind & Other costs for space, utilities, maintenance, administrative support, etc.)

What is(are) the sources of College Funding? N/A

What continuing cost obligations does Granting Agency require/expect? None

What Continuing cost obligations does the College intend/see likely? None

Business Officer Review by: Stephen R. Vantime Date: 6-3-14

Programmatic Review by: Debby Stewart Date: 6-5-14

Presidential Review by: [Signature] Date: 6-5-14

Full required documentation is being submitted, including all appropriate assurances regarding Civil Rights, People with Disabilities, Sex Discrimination, Human Subjects, Laboratory Animals, etc.

**Vermont State Colleges**  
**Grant Proposal Budget Analysis**  
**Form A & B**

College: CCV

Grant Title: Trade Adjustment Assistance Community College and Career Training Grants Program

Grant Agency: Employment and Training Administration

Project Director: Tiffany Keune

Purpose of Grant: Imrpove retention and acheivment rates to reduce time to completion

Grant Period: 1-Oct-14 to 30-Sep-18

Review Period: 4 Multi-Yr' Cumulative Grant Amt: \$ 2,500,000.00  
 \*\*(please enter number of years covered)

Proposed Funding	1st Yr		2nd Yr		3rd Yr		4th Yr	
	Grant	College	Grant	College	Grant	College	Grant	College
<u>Direct Costs</u>								
Salaries & Wages	\$ 148,286.20		\$ 155,215.21		\$ 158,235.07			
Employee Benefits	\$ 99,870.98		\$ 108,796.77		\$ 114,337.45			
Operations	\$ 611,204.32		\$ 358,632.00		\$ 415,262.00		\$ 100,000.00	
Travel	\$ 6,720.00		\$ 6,720.00		\$ 6,720.00			
Equipment								
Library Acquisitions								
Other (Supplies)								
Total Direct	\$ 866,081.50	\$ -	\$ 629,363.98	\$ -	\$ 694,554.52	\$ -	\$ 100,000.00	\$ -
Indirect Costs*	\$ 70,000.00		\$ 70,000.00		\$ 70,000.00			
Total Budget	\$ 936,081.50	\$ -	\$ 699,363.98	\$ -	\$ 764,554.52	\$ -	\$ 100,000.00	\$ -

\*(In-Kind & Other costs for space, utilities, maintenance, administrative support, etc.)

What is(are) the sources of College Funding? N/A

What continuing cost obligations does Granting Agency require/expect? None

What Continuing cost obligations does the College intend/see likely? None

Business Officer Review by: Stephen R Cranton Date: 14-JUL-14

Programmatic Review by: Shelly Stewart Date: 7/14/14

Presidential Review by: Janet H Date: 7/15/14

Full required documentation is being submitted, including all appropriate assurances regarding Civil Rights, People with Disabilities, Sex Discrimination, Human Subjects, Laboratory Animals, etc.

# Vermont State Colleges Grant Proposal Budget Analysis

Form A & B

College: VERMONT TECHNICAL COLLEGE

Grant Title: TRIO-STUDENT SUPPORT SERVICES

Grant Agency: U.S. DEPARTMENT OF EDUCATION

Project Director: SUSAN POLEN

Purpose of Grant: SSS Program designed to increase the number of disadvantaged low-income college students, first generation students and college students with disabilities in the U.S. Who successfully complete a program of study.

Grant Period: Sep-14 to Aug-15

Review Period: Last of 5 years Multi-Yr\*\* / Cumulative Grant Amt: \$ 1,424,889.00  
\*\* (please enter number of years covered) current grant 286,140.00

Proposed Funding	year 1		2nd Yr		3rd Yr	
	Grant	College	Grant	College	Grant	College
<b>Direct Costs</b>						
Salaries & Wages	\$155,247.00	\$20,000.00				
Employee Benefits	\$81,431.00	\$12,967.00				
Operations	\$2,009.00					
Travel	\$14,955.00					
Equipment						
Library Acquisitions						
Other	\$9,749.00					
<b>Total Direct</b>	<b>\$263,391.00</b>	<b>\$ 32,967.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Indirect Costs*</b>	<b>\$22,749.00</b>					
<b>Total Budget</b>	<b>\$286,140.00</b>	<b>\$ 32,967.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*(In-Kind & Other costs for space, utilities, maintenance, administrative support, etc.)

What is(are) the sources of College Funding? MATCH OF SALARIES & BENEFITS

What continuing cost obligations does Granting Agency require/expect? NONE

What Continuing cost obligations does the College intend/see likely? MATCH OF SALARIES/BENEFITS

Business Officer Review by: [Signature] Date: 7/9/14

Programmatic Review by: [Signature] Date: 7.7.14

Presidential Review by: [Signature] Date: 7-10-14

Full required documentation is being submitted, including all appropriate assurances regarding Civil Rights, People with Disabilities, Sex Discrimination, Human Subjects, Laboratory Animals, etc.



- NEW FUNDING SOURCE DOCUMENT - GRANTS ONLY

Vermont Technical College  
(College Name)

Submit to Chancellor's Office for all activities based upon a new funding source.  
Place copy in front of any applicable master file.

1) Name of grant: (type in all CAP'S)  
  
TRIO-STUDENT SUPPORT SERVICES

2) Granting agency/donor/other funding source: (attach support info)  
U.S. DEPARTMENT OF EDUCATION  
2b) State Revenue Code: \_\_\_\_\_  
2a) 84.042A 2c) Award # P042A100020-14

3) Purpose of activity:  
SSS Program designed to increase the number of disadvantaged low-income college student first generation students and college students with disabilities in the U.S. who successfully complete a program of study.

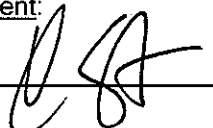
4a) <u>Proper accounting fund:</u> Entity Gasb Code <u>052</u> Activity Code <u>500005</u>	4b) <u>Funding Source</u> Federal <u>100%</u> State _____ Other: (Name) _____
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5) Related Grants and their funding sources:

6a) <u>Beginning date:</u> 9/1/2014	6b) <u>Ending date:</u> 8/31/2015	6c) <u>Duration:</u> 1 year
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7) Reporting requirements (format/to whom/frequency/other)  
none

8a) <u>Funding amount:</u> \$286,140.00  Board Approval Required <input checked="" type="radio"/> Y or N	8b) <u>One-time</u> Y or N <u>Ongoing funding</u> (indicate timeframe): <u>five years in fifth year</u>
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11) <u>President:</u> 	12) <u>Date to Ch's Ofc:</u> 7/10/14	13) <u>Date Board Approved:</u>
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# Vermont State Colleges Grant Proposal Budget Analysis

Form A & B

College: VERMONT TECHNICAL COLLEGE

Grant Title: VMEC NIST GRANT - Hollings Manufacturing Extension Partnership

Grant Agency: US Department of Commerce

Project Director: Bob Zider

Purpose of Grant: Improve manufacturing in Vermont and strengthen the global competitiveness of the state's smaller manufacturers. Focus on small to medium sized manufacturers; help them increase productivity, modernize processes, adopt advanced technologies, reduce costs, and stabilize the workforce.  
VMEC has a separate budget from the rest of the college.

Grant Period: 7/1/2014 to 6/30/2015

Review Period: 5 Multi-Yr\*\* / Cumulative Grant Amt: \$6,557,796  
 \*\*(please enter number of years covered)


Proposed Funding	1st Yr (2013-2014)		2nd Yr		3rd Yr	
	Grant	Other	Grant	College	Grant	College
<b>Direct Costs</b>						
Salaries & Wages	291,067	583,007				
Employee Benefits	157,883	316,236				
Operations	38,125	74,572				
Travel	23,463	46,997				
Equipment	0	0				
Contractual	48,286	96,714				
Other	18,282	36,618				
<b>Total Direct</b>	<b>577,106</b>	<b>1,154,144</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Indirect Costs*</b>	<b>22,894</b>	<b>45,856</b>				
<b>Total Budget</b>	<b>600,000</b>	<b>1,200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

\*(In-Kind & Other costs for space, utilities, maintenance, administrative support, etc.)

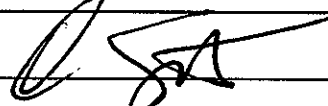
What is(are) the sources of College Funding? Program Income and State Appropriation

What continuing cost obligations does Granting Agency require/expect? NONE

What Continuing cost obligations does the College intend/see likely? NONE

Business Officer Review by:  Date: 4/17/14

Programmatic Review by:  VMEC Director/ CEO Date: 4/3/2014

Presidential Review by:  Date: 4/22/14

Full required documentation is being submitted, including all appropriate assurances regarding Civil Rights, People with Disabilities, Sex Discrimination, Human Subjects, Laboratory Animals, etc.

- NEW FUNDING SOURCE DOCUMENT - GRANTS ONLY

Vermont Technical College  
(College Name)

Submit to Chancellor's Office for all activities based upon a new funding source.  
Place copy in front of any applicable master file.

1) Name of grant: (type in all CAP'S)  
VMEC NIST GRANT-HOLLINGS MANUFACTURING EXTENSION PARTNERSHIP

2) Granting agency/donor/other funding source: (attach support info)  
US Department of Commerce  
2a) CFDA # 11.611 2b) State Revenue Code: \_\_\_\_\_  
2c) Award # 70NANB10H132

3) Purpose of activity:  
Improve manufacturing in Vermont and strengthen the global competitiveness of the state smaller manufacturers. Focus on small to medium size manufacturers; help them increase productivity, modernize processes, adopt advanced technologies, reduce costs, and stab the workforce. VMEC has a separate budget from the rest of the college.

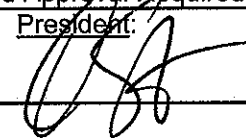
4a) <u>Proper accounting fund:</u>	4b) <u>Funding Source</u>
Entity Gasb Code <u>092</u>	Federal <u>XX</u>
Activity Code <u>90007</u>	State _____
	Other: (Name) _____

5) Related Grants and their funding sources:

6a) <u>Beginning date:</u>	6b) <u>Ending date:</u>	6c) <u>Duration:</u>
<u>7/1/2014</u>	<u>6/30/2015</u>	<u>One Year</u>

7) Reporting requirements (format/to whom/frequency/other)  
Quarterly SF425 Financial Form & Quarterly Narrative Forms

8a) <u>Funding amount:</u>	8b) <u>One-time</u> <u>Y</u> or N
\$ <u>600,000.00</u>	<u>Ongoing funding</u> (indicate timeframe:)
<u>Board Approval Required</u> Y or N	

11) <u>President:</u>	12) <u>Date to Ch's Ofc:</u>	13) <u>Date Board Approved:</u>
	<u>6/24/14</u>	

5. JSC Solar Contract

At its May 23, 2013 meeting, the Board approved a solar installation on the Johnson State College campus. The following documents are included for review and approval:

- Site Lease Agreement
- Group Net Metering Agreement
- Temporary Construction Easement Deed

## SITE LEASE AGREEMENT

This Site Lease Agreement (“Lease Agreement”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between Encore Johnson State Solar I, LLC, a Vermont limited liability company with a principal place of business in Burlington, Vermont (the “Tenant”), and Vermont State Colleges, a public corporation and instrumentality of the State of Vermont with a principal place of business in Montpelier, Vermont (the “Landlord”). The Tenant and the Landlord are sometimes referred to individually as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, the Landlord is the owner of certain real property located in Johnson, Vermont, as more particularly described in Exhibit A (the “Property”);

WHEREAS, Tenant desires to lease a portion of the Property as more particularly described in Exhibit B (the “Premises”);

WHEREAS, the Tenant represents that it has the requisite expertise, skill, ability, and legal authority to design, install, operate and maintain renewable energy systems and equipment, including solar photovoltaic facilities that produce electricity from exposure to sunlight for the purpose of delivering electricity to the local utility;

WHEREAS, the Landlord and the Tenant desire to have a solar-generation facility with a nominal capacity of approximately 150 kW (AC) (the “Project”) on the Premises and acknowledge that the Project is or may become subject to the Group Net Metering Agreement, attached hereto and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Lease.** The Lessor hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
2. **Permitted Use.** The Tenant shall use the Premises only to develop, install, operate, maintain, improve and replace the Project for the purpose of producing electricity from exposure to sunlight and delivering electricity to the local utility.
3. **Access to the Premises.** Landlord agrees at all times to allow Tenant access to the Property from Clay Hill Road and College Hill Road to install, operate, maintain, improve, repair and replace the Project on the Premises. Pursuant to the terms and conditions of the Temporary Construction Easement, attached hereto and incorporated by reference, Landlord shall also provide Tenant with adequate space on the Property during the construction of the Project for the Tenant’s construction of the Project including reasonable staging and laydown areas. The Tenant shall comply with the Group Net Metering Agreement laws, rules and regulations relating to Tenant’s use of the Property and the Premises in connection with the construction, maintenance and operation of the Project.
4. **Construction of the Project.** The installation and construction of the Project shall be performed by Tenant in a timely, good and workmanlike manner, by an adequately staffed work crew with appropriate equipment sufficient to meet the installation and construction needs of the Project.

Tenant shall, at its own cost and expense, furnish all equipment and vehicles that may be required in the installation and construction of the Project or in otherwise performing Tenant's obligations pursuant to this Lease Agreement. Tenant shall conduct all necessary systems testing and commissioning and shall provide VSC with a copy of the permission to operate letter and any other authorizations upon issuance from the Village of Johnson Water & Light Department.

5. **Interconnection.** Tenant shall be responsible for the interconnection of the Project with the Village of Johnson Water & Light Department distribution line along Clay Hill Road and Landlord shall cooperate with Tenant in Tenant's pursuit of all permits, approvals and other authorizations that may be required to effect such interconnection of the Project.

6. **Approvals and Permits.** Tenant shall obtain all necessary approvals and permits required for the installation, construction and operation of the Project, and shall pay all permit fees required in connection with its activities under this Lease Agreement and the Group Net Metering Agreement. The Landlord shall cooperate with Tenant in obtaining all such approvals and permits as are necessary for Tenant to install, construct and operate the Project.

7. **Exposure to Sunlight.** The Landlord covenants that it will use its best reasonable efforts not to initiate or conduct any activities on the Property, nor allow the vegetation surrounding the immediate perimeter of the Premises to grow in a manner, that could significantly diminish the exposure of the Project's solar panels to sunlight during daylight hours while this Lease Agreement remains in effect. Tenant shall design and install the Project to minimize to the greatest extent possible any impact on the vegetation surrounding the Premises, and shall be solely responsible at its own cost and expense for the trimming and removal of any vegetation on the Premises.

8. **Use of Sub-contractors.** Tenant shall assign only competent and qualified personnel and sub-contractors for the installation, construction and operation of the Project. Tenant shall be solely responsible for all of Tenant's obligations under this Lease Agreement. Landlord shall not be responsible for any costs and expenses incurred relative to Tenant, employees of the Tenant, and sub-contractors of the Tenant, in connection with this Lease Agreement or Group Net Metering Agreement, including, without limitation, payment of salaries, insurance benefits, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and travel expenses. Tenant shall procure and maintain workers' compensation insurance as required by the State of Vermont with statutory limits and employer's liability insurance of no less than \$1,000,000 per accident for bodily injury or disease.

9. **Landlord not to Interfere with the Project.** The Landlord and any duly authorized representatives thereof shall not tamper with or undertake any maintenance or alterations to the Premises or the Project without the express written permission of the Tenant, except as otherwise provided under the Group Net Metering Agreement. The Landlord shall take reasonable measures necessary to ensure that the operation of the Property does not unreasonably impede, interrupt or prevent the generation and supply of electricity by the Project or damage or otherwise adversely impact the installation, operation and maintenance of the Project or the Tenant's performance under this Lease Agreement or the Group Net Metering Agreement.

10. **Cooperation in Securing Rebates, Tax Credits and other Economic Benefits.** The Landlord will reasonably cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates or emissions or rebates, tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become

available to the Tenant in connection with the Project. All costs, fees and expenses of completing and filing these applications and other documents shall be the sole responsibility of the Tenant. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion. Net Metering Credits are not Environmental Attributes for purposes of this Lease Agreement.

11. **Term.** This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty (20) years from the Commissioning Date as defined in the Group Net Metering Agreement, unless sooner terminated earlier in accordance with the terms and conditions of this Lease Agreement (the "Term"). If the Parties mutually agree, the Term may be extended by two additional five (5) year terms.

12. **Rent.** In consideration of this Lease Agreement, Tenant shall pay the Landlord rent in the amount of one dollar (\$1.00). Should the Group Net Metering Agreement be terminated while this Lease Agreement is in effect, Tenant shall pay the Landlord consideration equal to ten percent (10%) of the value of Net Metering Credits in accordance with the Group Net Metering Agreement.

13. **Ownership of the Project.** The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest or encumbrance of any kind. The Tenant shall operate and maintain the Project in accordance with Tenant's obligations under the Group Net Metering Agreement. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project.

14. **Removal of the Project and Option to Purchase.** At the end of the Term, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the Premises and restore the Premises to as close to original condition as reasonably possible. The removal, repair and restoration shall be at the sole expense of the Tenant or its successors and assigns. In the alternative, and at its written election, the Landlord shall have the option to purchase the Project in accordance with the terms further outlined in the Group Net Metering Agreement.

15. **Quiet Enjoyment.** The Landlord covenants and agrees that the Tenant, provided Tenant is not in default and remains in compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy and enjoy the Premises for the Term of this Lease Agreement, free from any claim of any entity or person of superior title thereto without hindrance to or interference with the Tenant's use and enjoyment thereof.

16. **Environmental Matters.** The Tenant shall not be liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Premises or the Property, unless attributable to the Tenant's activities, its employees, contractors, sub-contractors or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to the existence, use, transportation, treatment, storage, handling, disposal, discharge, leakage, detection, removal, or containment of hazardous materials unless attributable to the Tenant's activities, its employees, contractors, sub-contractors or agents, and (b) the Landlord agrees to assume full responsibility for, and protect, indemnify and defend the Tenant against, any liability for response costs for any contamination

or pollution or breach of environmental laws related to the Premises and the Property, unless and to the extent attributable to the Tenant's activities, its employees, contractors, sub-contractors or agents. The Tenant may encounter hazardous materials when installing, servicing, modifying or maintaining the Project. In the event the Tenant encounters any hazardous material at the Premises, the Tenant shall promptly cease any work in progress in an orderly, safe and efficient manner and inform Landlord, in writing, of the nature and location of said hazardous materials. It shall then be Landlord's responsibility to eliminate or contain such hazardous materials in a commercially reasonable manner in compliance with applicable law to allow Tenant to continue or finalize any work in progress.

17. **Assignment and Transfer.** The Parties may not assign, sublet or transfer this Lease Agreement to any other another person or entity without the prior written consent of the other Party, and any attempted assignment or transfer without such consent shall be void. Tenant shall not sell, transfer or convey the Project or components thereof to any third parties without the prior written consent of Landlord, and any attempted sale, transfer or conveyance without such consent shall be void, provided such consent by Landlord for shall not be unreasonably withheld. . Notwithstanding anything in this Section 17 to the contrary, no consent from Landlord shall be required in connection with any collateral assignment of, or lien upon, all or any part of the Project or this Lease Agreement made or granted by Tenant to any financing source.

18. **Liability for Injury and Damage.** Tenant shall defend, indemnify and hold harmless the Landlord from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its sub-contractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses. Prior to commencing construction of the Project, Tenant shall obtain and maintain, at its sole cost and expense, a general policy of liability insurance having all major divisions of coverage, including, but not limited to, premises-operations, products and completed operations, property damage, bodily injury and death, personal injury, and contractual liability that may arise as a result of the Project or this Lease Agreement. In no case shall such insurance coverage be for less than \$1,000,000 per event or occurrence, and \$2,000,000 in the aggregate. Tenant shall also procure and maintain automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Project or this Agreement, with limits of coverage of not less than \$1,000,000 combined single limit. Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section 23.

19. **Termination.** In the event of a default in the terms of this Lease Agreement by either the Landlord or the Tenant, the other party may terminate this Lease Agreement. Events that shall constitute a default under this Lease Agreement shall include, but not be limited to, a party's failure to perform or comply with any provision of this Lease Agreement; an unauthorized assignment, a party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party.

No party shall be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the parties for



such time as may be necessary to complete the cure, provided that the defaulting party shall have proceeded to cure such breach with due diligence.

20. **Miscellaneous provisions.**

- a. Rules of Interpretation. Titles and headings are included in this Lease Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires.
- b. Severability. In the event that any provisions of this Lease Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the Landlord and the Tenant shall negotiate an equitable adjustment in the provisions of this Lease Agreement with a view toward effecting the purposes of this Lease Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.
- c. Entire Agreement; Amendments and Waivers. This Lease Agreement constitutes the entire agreement between the Parties and supersedes the terms of any previous agreements or understandings, oral or written, with respect to its subject matter. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.
- d. Further Assurances. Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement, if the request from the other Party is reasonable.
- e. Recordation. The Parties hereto acknowledge that this Lease Agreement, or a memorandum thereof, may be recorded in the local land records.
- f. Applicable Law. This Lease Agreement shall be interpreted and governed by the laws of the State of Vermont.

[Signature Page Follows on Separate Page]

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

IN PRESENCE OF:

**Encore Johnson State Solar I, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Chad Farrell  
Duly Authorized Agent

**Vermont State Colleges**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Thomas Robbins, Vice President  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared Chad Farrell, Duly Authorized Agent of Encore Johnson State Solar I, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by he signed, to be his free act and deed and the free act and deed of Encore Johnson State Solar I, LLC.

Before me,

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared Thomas Robbins, Duly Authorized Agent of Vermont State Colleges, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of Vermont State Colleges.

Before me,

\_\_\_\_\_  
Notary Public  
My commission expires:

**Exhibit A**

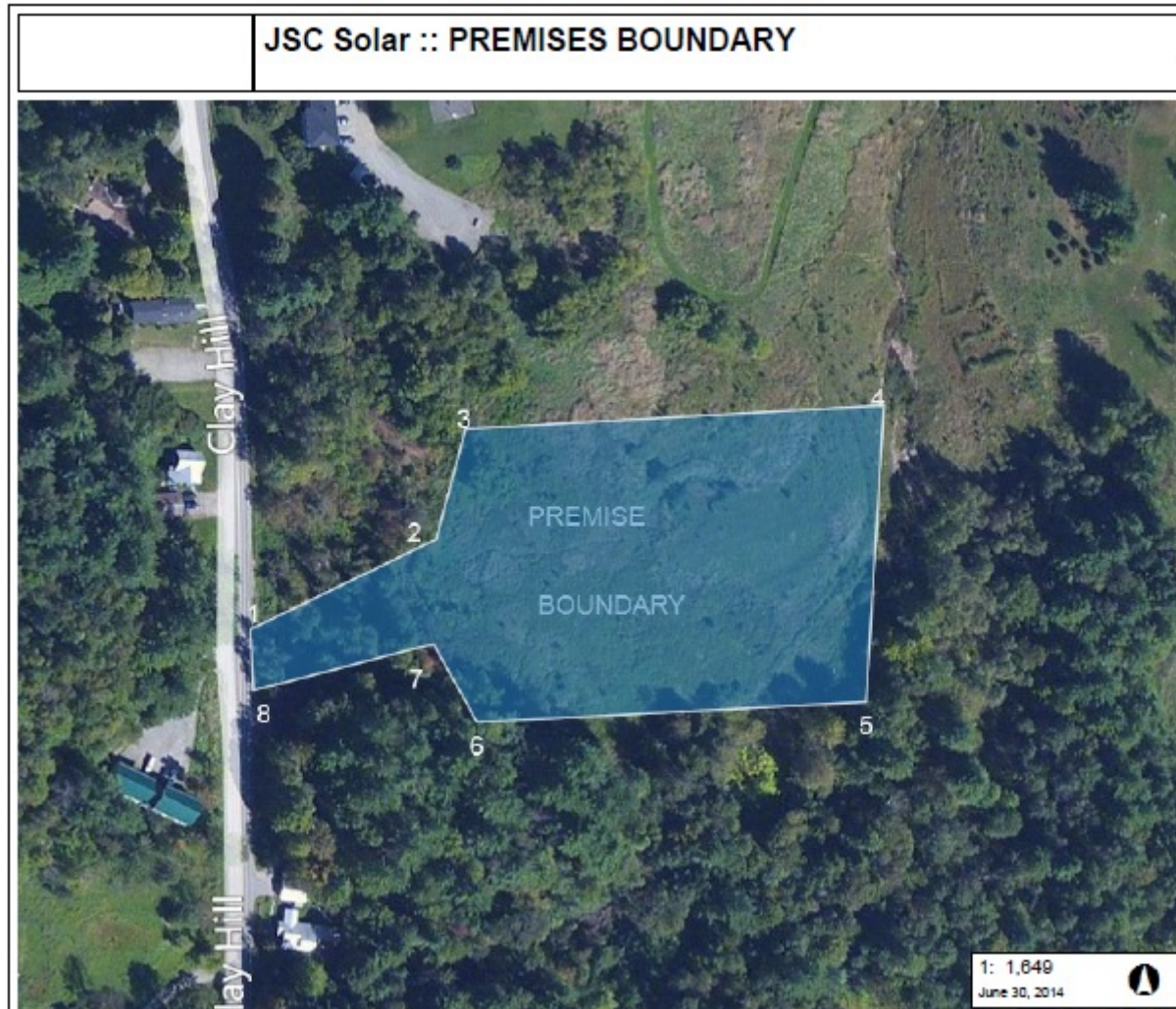
Description of the Landlord's Property

A certain parcel of land roughly 373 acres referenced as Tax Parcel #136236-03-01 located in the township of Johnson, Vermont.

## EXHIBIT B

### Description of the Premises

A roughly 3.25 acre area as depicted below, along with the vertices of the boundary.



<u>Point</u>	<u>Latitude</u>	<u>Longitude</u>
1	44.64282	-72.67706
2	44.64306	-72.67635
3	44.64336	-72.67624
4	44.64343	-72.67463
5	44.64262	-72.67470
6	44.64256	-72.67619
7	44.64278	-72.67636
8	44.64265	-72.67706

## GROUP NET METERING AGREEMENT

**This Group Net Metering Agreement** (“Agreement”) is made on this \_\_\_ day of \_\_\_\_\_, 2014, by and between **Encore Johnson State Solar I, LLC**, a Vermont limited liability company with a principal place of business in Burlington, Vermont (“Encore”), and **Vermont State Colleges**, a public corporation and instrumentality of the State of Vermont with a principal place of business in Montpelier, Vermont (“VSC”), and **Johnson State College**, a college within the Vermont States Colleges system located in Johnson, Vermont (“JSC”), hereinafter collectively referred to as the “Parties”.

### BACKGROUND

1. VSC is the owner of certain real property located in Johnson, Vermont, a portion of which is subject to a Site Lease Agreement by and between VSC and Encore (“Lease Agreement”), attached to this Agreement as Exhibit “A” and incorporated herein by reference (“Premises”).
2. JSC is a customer of the Village of Johnson Water and Light Department (“Utility”).
3. Encore plans to install and commission a solar-generation facility with a nominal capacity of approximately 150 kW (AC) on the Premises (“Project”).
4. The Vermont Public Service Board (“PSB”) has issued a Certificate of Public (CPG # NM-3290) authorizing the Project to connect to the Utility’s existing distribution network and operate as a group net-metering system, pursuant to 30 V.S.A. §§ 219a and 248 and PSB Rule 5.100, as the same may be amended from time to time, with Encore and JSC comprising the group members (“Group”).
6. Encore is solely responsible for development, design, permitting, financing, construction, and operation of the Project. Notwithstanding, each Party will bear its own legal fees and expenses incurred in connection with the preparation and review of this Agreement.
7. Becoming a group member and connecting to the Project will entitle VSC and JSC to certain benefits available under Vermont law and under regulations established by the PSB for group net-metering of solar-generation systems.
8. The Parties have accordingly entered into this Agreement to establish the terms and conditions under which JSC may enjoy the benefits of being a group member in exchange for the compensation to Encore as specified herein.

NOW, THEREFORE,

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

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

“Administrator” shall mean the person or persons designated by Encore who shall serve as the administrator and designated person (as defined in 30 V.S.A. § 219a) for the Project.

“Billing Meter” means an electric meter that measures the consumption of electricity by a Utility customer.

“Commissioning Date” means the date at which the Project is energized and permitted to operate by the Utility.

“Effective Date” means the date the Parties execute this Agreement.

“Electric Bill” means the bill provided by the Utility to JSC for metered electricity usage.

“Financing Source” means any person(s) or entity(s) lending money, extending credit or providing debt, equity or lease financing for or secured by the Project and any trustee or agent acting on any such person’s or entity’s behalf.

“Group Net Metering Arrangement” means an agreement, authorized pursuant to 30 V.S.A. § 219a, between one or more electric utility customers, located within the same electric utility service territory, to combine electricity meters in order to share and allocate credits for the kilowatt hours of electricity generated by a renewable-generation facility.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement (which is intended as security), encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other priority or preferential arrangement of any kind or nature whatsoever (which is intended as security), including any conditional sale contract or other title retention agreement, the interest of a lessor under a capital lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

“Net Metering Credit” means the monetary value of the electrical production from the Project that is allocated to and realized on the Electric Bill as provided by the Utility.

“Production Meter” means an electric meter for an account for Encore that will be established upon commissioning that measures the amount of kilowatt hours produced by a net-metered generation source.

“Term” shall have the meaning set forth in Section 8 of this Agreement.

“Utility” means the retail electric company serving JSC. The Utility is currently the Village of Johnson Water & Light Department, and all of JSC’s Billing Meters are currently serviced by the Utility.

Section 2. **Group Net Metering Agreement.** This Agreement creates an obligation by JSC to pay Encore for the benefit of Net Metering Credits generated by the Project, as further outlined in Section 4, and allocated to the designated JSC Billing Meter in accordance with Section 3 of this Agreement.

Section 3. **Electricity Meters in Group and Allocation of Net Metering Credits.**

(a) The Parties hereto agree that the following electricity meters shall be included as a part of this Group Net Metering Arrangement and that Encore shall instruct the Utility to allocate the Net Metering Credits generated by the Project each month to the Encore Johnson State College Solar I, LLC Production Meter until that account is first offset and to apply any remaining excess Net Metering Credits to the designated Johnson State College Billing Meter (Account Number 016005-00) (“JSC Billing Meter”).

During the Term of this Agreement, Encore shall not (1) add or remove any Meter without JSC’s written consent, except upon the expiration or termination of this Agreement; or (2) cause any changes to be made to the allocation of Net Metering Credits without the prior written approval of JSC.

(b) **Allocation of Excess Generation.** If the value of the monthly Net Metering Credits generated by the Project exceeds the sum total of the metered electricity charges of all the Billing Meters in the Group, Encore will instruct the Utility to allocate all such excess credits (“Excess Generation Credit”) to the JSC Billing Meter. The Excess Generation Credits will accumulate on the Electric Bill for the JSC Billing Meter as permitted under 30 V.S.A. § 219a.

(c) In the event that Encore determines in good faith that modifying the allocation of Net Metering Credits and/or the meters included in the Group would be more beneficial to the Parties, the Parties agree to negotiate in good faith to revise this Agreement so as to maximize the benefits derived by the Parties hereunder, in accordance with the Parties’ original intention.

(d) In the event of any substantial change to the Project or equipment, including any increase in rated output, that triggers new or different statutory or regulatory requirements, Encore shall be solely responsible for compliance with such requirements, at its own cost and without depriving JSC and VSC of the benefit of their bargain under this Agreement.

(e) Encore shall not be obligated to provide any credits, electricity or payments to JSC if the Project does not produce sufficient electricity to achieve a Net Metering Credit for either the Production Meter or JSC Billing Meter during any month.

Section 4. **Billing and Payment.**

(a) **Payment for Electricity Use Offset.**

- (i) Upon JSC receiving the Electric Bill from Utility for the JSC Billing Meter, JSC shall within ten (10) business days send a copy of the Electric Bill to Encore;
- (ii) Encore shall then send JSC an invoice. Pursuant to this invoice, JSC will make a monthly payment to Encore in an amount equal to ninety percent (90%) of the total value of the Net Metering Credits allocated to its Electric Bill for the Billing Meter, less any charges, fees, and/or taxes that may be applied or assessed by the Utility, the Town of Johnson, and/or the State of Vermont as a result of this Group Net Metering Arrangement, including, but not limited to, any customer or meter charges associated with the Production Meter and/or any additional charges, fees and/or taxes incurred by JSC . JSC shall pay Encore no less than \$ 0.162 per kWh for a Net Metering Credit throughout the Term of this Agreement; and
- (iii) JSC shall pay Encore's invoice within thirty (30) calendar days of its receipt. JSC shall pay the full amount of each such invoice by electronic funds transfer, to be arranged by Encore and JSC.

(b) **Late Payments.** Encore shall be entitled to charge interest at the rate of one percent (1%) per month for payments not received within thirty (30) calendar days of Encore's invoice. In the event that the last day that payment must be so made falls on a weekend or state or federal holiday, the payment shall be due on the next business day. This late payment charge shall be imposed upon the unpaid balance, and shall be assessed on such unpaid balances once each month after it is initially imposed on an unpaid balance, so long as a balance remains unpaid.

(c) **Reimbursements to JSC.** If the Net Metering Credits generated by the Project for any billing period are insufficient to cover any charges, fees, and/or taxes incurred by JSC as a direct result of this Group Net Metering Arrangement, JSC shall send an invoice to Encore for the same and Encore shall pay JSC's invoice in full within thirty (30) calendar days of its receipt.

Section 5. **Ownership, Maintenance and Operation of the Project.** Encore shall remain at all times the sole owner of the equipment used in connection with the Project and nothing in this Agreement shall have the effect of passing any right, title or interest in, or liability related to, the Project to JSC or VSC. Encore shall ensure that the Project is operated in accordance with the applicable PSB technical specifications related to interconnection requirements and safety standards for net metering systems. Encore shall take reasonable measures to protect the equipment related to the Project from damage or other adverse effects, including but not limited to theft, vandalism and shading from vegetation, so that it may function properly. Moreover, the Encore shall maintain appropriate fencing, signs, locks and other reasonable safeguards to minimize any risks associated with the equipment to third parties. To



that end, Encore or its agents shall routinely inspect, maintain, protect and preserve the equipment related to the Project and shall take whatever steps are necessary and appropriate to reduce risks of liability related thereto and to optimize the electricity generated by the Project. Encore agrees that if Encore is in breach of its obligations under this Section 5, for more than thirty (30) days following Encore's receipt of written notice from JSC or VSC regarding such breach, JSC or VSC may arrange to have such work performed by a third party and to bill Encore for all such costs incurred.

Section 6. **Option to Purchase.** Provided JSC is not in default under this Agreement, VSC shall have the option to purchase the Project at its fair market value ("FMV") on the seventh (7<sup>th</sup>) and fifteenth (15<sup>th</sup>) anniversaries of the Commissioning Date AND upon the end of the Term, subject to the terms and conditions of the Lease Agreement. In the event VSC elects to exercise its option to purchase the Project, it shall provide written notice of such intent one hundred twenty (120) days prior to the end of the seventh (7<sup>th</sup>) or fifteenth (15<sup>th</sup>) anniversary of the Commissioning Date, or the end of the Term. VSC and Encore shall then mutually agree upon and select within fifteen (15) days a nationally recognized independent appraiser with experience in the solar photovoltaic industry to: (1) determine the Project's FMV; and (2) produce a written appraisal report for VSC and Encore within forty-five (45) days after submission to the appraiser. The expense of the appraiser shall be borne equally by the Parties. The appraiser's FMV determination shall be final, binding and conclusive on the Parties. VSC shall have thirty (30) days after receipt of the appraisal to determine whether to purchase the Project upon notification of the FMV. If the Parties are unable to mutually agree upon and select an independent appraiser within the fifteen (15) day period prescribed above, the Parties shall each be entitled to retain an independent appraiser at their own cost and expense, after which the Parties shall negotiate in good faith for the purchase price to be paid by VSC for the Project. Upon the purchase of the Project by VSC, Encore shall cease serving as the administrator and designated person for the Project and shall release to VSC any rights, title or interest it has in the Project, including, but not limited to, CPG # NM-3290.

Section 7. **Covenants.**

(a) **Reports.** JSC shall provide Encore with copies of all Utility bills and invoices and all other written communications received by the JSC from the Utility with respect to the JSC Billing Meter, in each case within ten (10) business days of receipt thereof.

(b) **CPG Transfer.** JSC shall transfer ownership of the Project's CPG (CPG #NM-3290) to Encore, upon commissioning and installation of the Production Meter at the site. JSC shall, with the assistance of Encore, file all necessary documents with the PSB in order to achieve said transfer.

(c) **Data Acquisition System.** Encore acknowledges that the Project will provide certain educational benefits to JSC and that access to a solar monitoring system ("System"), which displays the output and metering from the Project, is an important component of such educational benefits. To that end, Encore shall provide JSC with all associated access and login credentials as supplied by the Data Acquisition System Provider ("Provider") for the Project. In

the event Provider and associated System are replaced, Encore shall provide JSC with any and all updated materials received by Encore from the Provider, or Provider's replacement.

(d) Utility. JSC shall remain a customer of the Utility in good standing at all times during the Term, and shall not take any action to cause any meter identified in Section 3 of this Agreement to be disconnected or removed from the Utility's service without Encore's prior consent. JSC shall pay its obligations to the Utility as the same become due and payable at all times during the Term.

(e) Further Assurances. JSC and/or VSC, from time to time on written request of Encore, shall perform such further acts, including execution of documents, as may be reasonably necessary in order to fully perform and to more effectively implement and carry out the terms of this Agreement, provided that such acts shall not be inconsistent with this Agreement, the intent of the Parties, or any law or regulatory approvals pertaining to the subject matter hereof.

(f) Authorization. Encore is hereby authorized to take all such additional actions, including, without limitation, making any filings, authorizations, and submissions to the Utility and any applicable regulatory bodies, individually or on behalf of the group or any Group Member, as may be reasonable and necessary from time to time to carry out the terms of this Agreement, provided that such actions are not inconsistent with this Agreement, the intent of the Parties, or any law or regulatory approvals pertaining to the subject matter hereof.

(g) Confidentiality. JSC and VSC acknowledge that they will have access to information that is treated as confidential and proprietary by Encore, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies of Encore, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "Confidential Information"). JSC and VSC agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Encore in each instance, and not to use any Confidential Information for any purpose except as required in the performance of this Agreement or as required by Vermont public record law or open meeting laws or court order. JSC and VSC shall notify Encore immediately in the event either become aware of any loss or disclosure of any Confidential Information. Confidential Information shall not include information that: (a) is or becomes generally available to the public other than through breach of this Agreement; or (b) is communicated by a third party that had no confidentiality obligations with respect to such information. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order.

#### Section 8. **Representations and Warranties**.

(a) JSC and VSC hereby represent and warrants to Encore as follows:

- (i) Right, Power and Authority. JSC and VSC have full right, power and authority to enter into this Agreement and there is nothing which would prevent JSC or VSC from performing their obligations under the terms and conditions imposed on it by this Agreement.
  - (ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of JSC and VSC, and constitutes a valid and binding obligation on JSC and VSC, enforceable in accordance with the terms hereof.
- (b) Encore hereby represents and warrants to the JSC and VSC as follows:
- (i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.
  - (ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Encore, and constitutes a valid and binding obligation on Encore, enforceable in accordance with the terms hereof.

#### Section 9. **Term and Termination.**

(a) Term. This Agreement will have a term of twenty (20) years from the Commissioning Date hereof or until the earlier termination of this Agreement pursuant to this Section 9 (the "Term").

(b) Termination by Encore. Encore shall have the right to terminate this Agreement if JSC fails to make any payments required under Section 4 of this Agreement, upon giving JSC thirty (30) days prior written notice.

(c) Termination by JSC and VSC. JSC and VSC shall have the right to terminate this Agreement upon the occurrence of any of the following events (an "OWNER Event of Default"):

- (i) The Project fails to generate electricity or furnish the same to the Utility during any continuous six (6) month period; or
- (ii) Any breach of this Agreement by Encore, which is not cured within thirty (30) days of notice thereof from JSC and VSC.

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

Section 10. **Assignment and Transfer.** The Parties may not assign or transfer this Agreement to any other another person or entity without the prior written consent of the other Parties, and any attempted assignment or transfer without such consent shall be void. Encore

shall not sell, transfer or convey the Project to any third parties without the prior written consent of JSC and VSC, and any attempted sale, transfer or conveyance without such consent shall be void, provided that such approval shall not be unreasonably withheld.

Notwithstanding anything in this Section 10 to the contrary, no consent from JSC or VSC shall be required in connection with any collateral assignment of, or Lien upon, all or any part of the Project or this Agreement made or granted by Encore to any Financing Source.

Section 11. **Environmental Attributes.** All mandatory or voluntary federal, state, or local rights to the Project's green attributes, including but not limited to all renewable energy credits, and any and all rebates, tax credits, and other economic benefits in connection with the Project shall remain property of Encore or its successors or assigns. Encore shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Encore's sole discretion. Net Metering Credits are not Environmental Attributes for purposes of this Agreement.

Section 12. **Liability, Indemnity and Insurance.**

(a) The Parties shall each defend, save harmless, and indemnify each other (including their directors, officers, employees, agents and subsidiaries) from and against any and all claims, damages losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including but not limited to reasonable attorneys' fees), that are related to this Agreement and that are (i) caused by an act or omission of the indemnifying party, its agents, employees or invitees, or (ii) sustained on or caused by the Project equipment or facilities, or the use thereof, that the indemnifying party owns or controls. Notwithstanding the foregoing, the Parties each shall be solely responsible for and shall bear all costs of claims by their own employees or contractors growing out of any workers' compensation law; no Party shall indemnify or save another party harmless for losses that are the result of a Party's own negligence or willful misconduct.

(b) Each Party agrees to waive any claim or right against the other for consequential damages or punitive damages; and neither Party shall be liable to the other for or as a result of any proceeding in which rates are reviewed or established for either Party by the PSB or similarly authorized entity. In no event shall Encore, or any officer, member, manager, employee or owner thereof, be liable under this Agreement or otherwise in the event the Project fails to generate electricity at any time.

(c) Encore shall procure and maintain, at its sole cost and expense, a general policy of liability insurance having all major divisions of coverage, including, but not limited to, premises-operations, products and completed operations, property damage, bodily injury and death, personal injury, and contractual liability that may arise as a result of the Project or this Agreement. In no case shall such insurance coverage be for less than \$1,000,000 per event or occurrence, and \$2,000,000 in the aggregate. Encore shall also procure and maintain automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Project or this Agreement, with limits of coverage of not less than \$1,000,000 combined single limit. Encore shall provide JSC and VSC with certificate(s) of

insurance naming JSC and VSC as additional insureds and evidencing the procurement of insurance(s) contemplated in this Section 12.

Section 13. **Notices.** All notices, requests, demands, claims and other communications (each, a “Notice”) hereunder shall be in writing, addressed to the intended recipient as set forth below with the Administrator receiving a copy of all Notices:

If to Encore:	Encore Johnson State Solar I, LLC 110 Main Street 2 <sup>nd</sup> Floor, Suite 2E Burlington, VT 05401 (802) 861-3023
If to JSC:	Johnson State College Attn: Woody Dionne 337 College Hill Johnson, VT 05656
If to VSC:	Vermont State Colleges Office of the Chancellor Attn: Richard Ethier P.O. Box 7 Montpelier, VT 05601

Or to such other person, address or number as the Party entitled to such Notice shall have specified by notice to the other Parties given in accordance with the provisions of this Section 13. Any such Notice shall be deemed duly given on the earliest of: (i) when delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by reputable overnight courier services (charges prepaid); (iii) one (1) business day after being sent to the recipient by facsimile transmission; or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid.

Section 14. **Entire Agreement; Amendment.** This Agreement, including any exhibits, schedules and attachments, supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as herein set forth. This Agreement may not be amended, waived or modified except by an instrument in writing executed by the Party against whom such amendment, waiver or modification is to be enforced.

Section 15. **Severability; Construction.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any provision of this Agreement that is not essential to the purpose of this Agreement that is declared

or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed or rendered unlawful, invalid or unenforceable because of a statutory or regulatory change, including, without limitation, any order of the PSB or any change in the Utility's tariff regarding Group Net Metering (individually or collectively, such events referred to as a "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement. If a Regulatory Event occurs, the parties shall use their best efforts to reform the Agreement in order to give effect to the Parties' original intention. Notwithstanding the foregoing, or anything else in the Agreement to the contrary, in the event that, as a result of a Regulatory Event, a Party is excused from any payment or performance obligation (the "Excused Party"), the other Party shall be correspondingly excused from any payment or performance obligation that would have arisen but for the failure or inability of the Excused Party to perform.

Section 16. **Waiver of Rule of Construction.** The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other.

Section 17. **Effect of Agreement.** This Agreement shall not be construed as a contract of agency, guaranty, partnership or joint venture.

Section 18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law. In the event of any amendment or repeal of the governing law that alters the fundamental purpose and intent of this Agreement, the parties shall work in good faith to address any equitable issues that arise and maintain the central purpose of the Agreement.

Section 19. **Litigation Costs and Expenses.** If any Party institutes any legal suit, action or proceeding against the other Party to enforce this Agreement or obtain any other remedy regarding any breach of this Agreement arising out of or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud and statutory claims, the prevailing party in a final, non-appealable judgment regarding the suit, action or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses (including expert fees), and court costs, even if not recoverable by law including, without limitation, all fees, taxes, costs and expenses incident to appellate, bankruptcy and post-judgment proceedings.

[Signature Page Follows on Separate Page]

IN WITNESS WHEREOF the parties do hereby execute this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

**Encore:**

Encore Johnson State College Solar I, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Johnson State College:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Vermont State Colleges:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TEMPORARY CONSTRUCTION EASEMENT DEED**

KNOW ALL PERSONS BY THESE PRESENTS that **VERMONT STATE COLLEGES**, a public corporation and instrumentality of the State of Vermont with a principal place of business in Montpelier, Vermont, (“Grantor”), in consideration of TEN AND MORE Dollars and other valuable consideration, paid to its full satisfaction by **ENCORE JOHNSON STATE SOLAR I, LLC**, a Vermont limited liability company with a principal place of business in Burlington, Vermont, (“Grantee”), hereby **GIVES, GRANTS, SELLS, CONVEYS** and **CONFIRMS** unto the said Grantee, **ENCORE JOHNSON STATE SOLAR I, LLC**, a temporary easement and right-of-way for access, construction and installation over lands located in the Town of Johnson in the County of Lamoille and State of Vermont, more particularly described as follows, viz:

Being a temporary easement for the purposes of construction and installation of a solar-generation facility with a nominal capacity of approximately 150 kilowatts (AC). The easement area is described in Exhibit A.

The above-described easement shall expire upon completion of all necessary construction, installation and related activities by Grantee, or its successors, assigns, contractors, agents and employees, but no later than December 31, 2014.

Grantee, for itself and its successors, assigns, contractors, agents and employees, covenants and agrees that it will (1) maintain any construction, staging, laydown and parking areas in as orderly a fashion as is reasonably possible, (2) repair and restore the herein conveyed lands and premises as near as is reasonably practicable to their original condition at no cost to the within Grantor, and (3) remove all materials and equipment brought onto the easement area upon completion of all necessary construction, installation and related activities except those improvements necessary for operation of the project.

Grantee, for itself and its successors, assigns, contractors, agents and



employees, hereby indemnifies and holds Grantor harmless from any and all claims, causes, actions, damages, and demands whatsoever, in law or in equity, resulting from or attributable to its activities, including any construction, installation and related activities on the herein conveyed lands and premises.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein contained, all in further aid of this description.

**TO HAVE AND TO HOLD** said granted premises, with all the privileges and appurtenances thereof, to the said **Grantee, ENCORE JOHNSON STATE SOLAR I, LLC**, its successors and/or assigns, to its own use and behoof forever; And it, the said **Grantor, VERMONT STATE COLLEGES**, for itself and its successors and assigns, does covenant with the said **Grantee, ENCORE JOHNSON STATE SOLAR I, LLC**, its successors and/or assigns, that until the ensembling of these presents, it is the sole owner of the premises and has good right and title to convey the same in manner aforesaid and that it is **FREE FROM EVERY ENCUMBRANCE**, except as stated above; and it does hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as stated above.

**IN WITNESS WHEREOF**, Grantor, by and through its duly authorized agent, hereunto sets its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

**IN PRESENCE OF:**

**VERMONT STATE COLLEGES**

\_\_\_\_\_  
\_\_\_\_\_

**By:**

Witness

Thomas Robbins, Vice President  
and Duly Authorized Agent

**STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.**

At Montpelier, Vermont, in said County, this \_\_\_\_ day of \_\_\_\_\_, 2014,  
before me personally appeared Thomas Robbins, Duly Authorized Agent of  
VERMONT STATE COLLEGES, and acknowledged the foregoing instrument, by  
him, sealed and subscribed, to be his free act and deed and the free act and deed of  
VERMONT STATE COLLEGES.

Before me \_\_\_\_\_

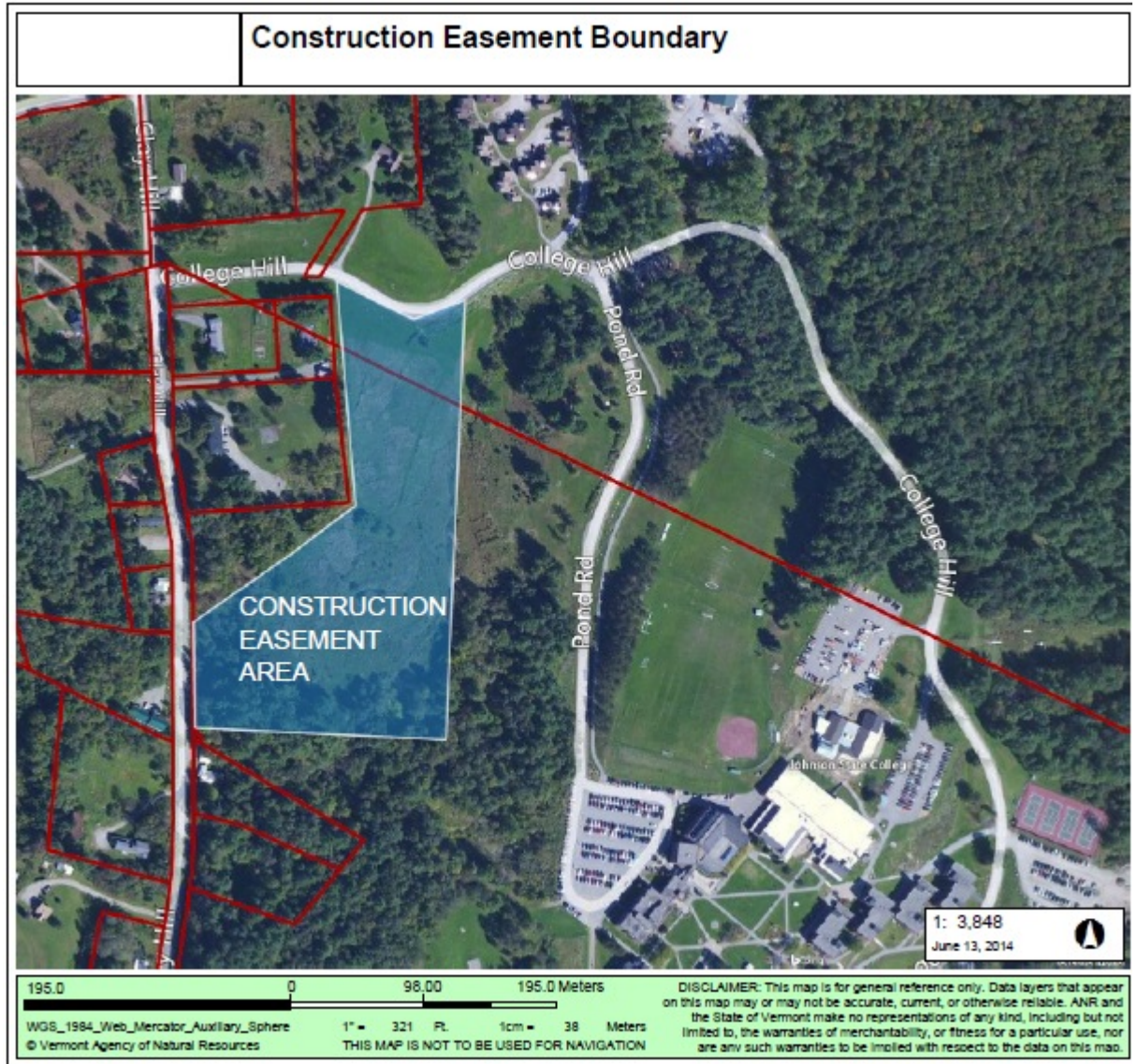
Notary Public

My Commission Expires: 2/10/15

# Exhibit A

## Description of Easement

A roughly 9.5 acre area as depicted on site map below including access from Clay Hill Road and College Hill Rd.



VERMONT STATE COLLEGES

BOARD OF TRUSTEES

RESOLUTION

Johnson State College Solar Installation Execution of Contracts

WHEREAS, At its May 23, 2013 meeting, the Board approved a solar installation on the Johnson State College campus; and

WHEREAS, Johnson State College has solicited bids through the VSC RFP process; and

WHEREAS, Johnson State College is requesting that the VSC Board of Trustees give the VSC Chancellor authority to execute the attached Site Lease Agreement, Group Net Metering Agreement and the Temporary Construction Easement Deed to start the installation; therefore, be it

RESOLVED, That the Vermont State Colleges Board of Trustees hereby gives the VSC Chancellor authority to to execute the attached Site Lease Agreement, Group Net Metering Agreement and the Temporary Construction Easement Deed as of this date, July 31, 2014.

July 31, 2014

6. Final Program Approval: CSC: BAS, Career and Technical Education

At its December 4, 2013 meeting, EPSL reviewed Castleton's preliminary proposal for a Bachelor of Applied Science in Technical Education. In this meeting, the Board will review the final proposal for this program.

Up until this point in time, there has not been a path to a Bachelor's degree for many teachers currently practicing in the 17 Career and Technical Education centers across the state of Vermont. Often, instructors for career and technical education classes are recruited from industry, and those practicing in the industry may not have baccalaureate degrees but instead have years of industry certification hours earned. This 21-credit completion program will build upon each prospective student's completion of a 60-credit undergraduate degree or commensurate 60 hours, the 24-credit ROPA approved teacher licensure program at Vermont Technical College directed by Patti Coultas, and a 17-credit student teaching and seminar experience credited and overseen by Castleton and occurring at the various career and technical education centers around the state. That entire 101-credit combination will then be reviewed by Patti Coultas and Mike Redington before students will be referred to Castleton for the completion of 21 additional credits that will complete their Bachelor's degree. The courses will be available in a hybrid fashion with the majority of the work being offered online.

**VERMONT STATE COLLEGES NEW PROGRAM PROPOSAL**  
**Final Proposal**

**Part I: General Information**

1. **Institution:** Castleton State College
2. **Name of new program:** Bachelor of Applied Science in Technical Education
3. **a) Individual(s) with responsibility for program development:**

The overall coordination of the work to be done to develop the program and monitor the enrollment of students wishing to complete their Bachelor's Degree in Career and Technical Education will be the responsibility of Dr. Ric Reardon, Director of Education in collaboration with Mike Redington, Outreach and Professional Development Coordinator with the Vermont Career and Technical Education Director's Association and Patti Coultas, Director of Career and Technical Teacher Education Program at Vermont Technical College. In addition, Dr. Reardon will work collaboratively with Education Department faculty and with Academic Dean Dr. Tony Peffer and Associate Academic Deans Yasmine Ziesler, Ingrid Johnston-Robledo, and Jonathan Spiro.

**b) Academic Department(s):** Education

4. **a) Date of Preliminary Proposal:** November, 2013

**b) Proposed start date of program:** August, 2014

5. **Title of degree to be conferred (if applicable):**

Bachelor's of Applied Sciences Degree in Career and Technical Education

6. **Brief description of proposed program (150 words or less):**

Up until this point in time, there has not been a path to a Bachelor's degree for many teachers currently practicing in the 17 Career and Technical Education centers across the state of Vermont. Often, instructors for career and technical education classes are recruited from industry and those practicing in the industry may not have baccalaureate degrees but, instead have years of industry certification hours earned. This 21-credit completion program will build upon each prospective student's completion of a 60-credit undergraduate degree or commensurate 60 hours, the 24-credit ROPA approved teacher licensure program at Vermont Technical College directed by Patti Coultas, and a 17-credit student teaching and seminar experience credited by Castleton and occurring at the various career and technical education centers around the state. That entire 101-credit combination will then be reviewed by Patti Coultas and Mike Redington before students will be referred to Castleton for the completion of 21 additional credits that will complete their Bachelor's degree. That review will include a determination of the extent to which each applicant has met the Castleton General Education requirements. The courses will be available in a hybrid fashion with the majority of the work being offered online.

## **Part II: Rationale**

### **1. How the program will strengthen the College (refer to institutional mission, institutional priorities and existing institutional programs):**

Castleton emphasizes undergraduate liberal arts and is “dedicated to the intellectual and personal growth of students through excellence in teaching, close student-faculty interaction, numerous opportunities for outside-the-classroom learning, and an active and supportive campus community. Castleton strives to learn, use, and teach sustainable practices. The College prepares its graduates for meaningful careers; further academic pursuits; and engaged, environmentally responsible citizenship”.

### **2. Specific educational and/ or employment need(s) to be addressed (attach documentation of need):**

The most glaring educational need being addressed by this completion program is the lack of a Bachelor’s degree opportunity anywhere in the state for teachers who desire (or need) this degree. It would seem that, eventually, those in a position of hiring instructors in the field of Career and Technical Education will require, rightly so, that applicants have a minimum of a Bachelor’s degree in a program that prioritizes the practices, skills and dispositions related to Career and Technical Education. This program is intended to make such a degree program available to those who need it.

There is another educational need being addressed by this program; that of the students in our care. They deserve the best teachers in their classrooms and we have a duty and responsibility to assure that those teachers can move along the continuum of professional development that should include a Bachelor’s degree and ultimately, a Master’s degree in their chosen field.

The employment need can be seen in a number of areas. Teachers with a Bachelor’s degree in Career and technical Education are clearly more marketable when positions become available, both here in Vermont and elsewhere if they find a need to relocate. Those earning an advanced degree have higher retention rates in schools as they are in positions to move up the salary scale and have less of a desire to leave for other positions. A local Career and Technical Education director, Lyle Jepson, believes that a Bachelor’s degree will eventually be an industry standard for the field. In fact, some positions in the Career and Technical Education field already require a Bachelor’s degree.

### **3. How the program will strengthen the System (consider existing programs throughout the VSC, describe any collaboration with other VSC colleges or organizations in planning or delivering this program, indicate specific benefits to the State of Vermont):**

This is an area in which the proposed completion program offers much of its benefits. Many of the teachers working in Vermont's 17 Career and Technical Education settings currently have a path to a Bachelor's degree if that degree is needed or desired. This completion program greatly strengthens the instructional system by providing a purposeful path to that degree by connecting work done in previous academic and instructional settings with the licensure work completed at VTC, and in the completion of the coursework of this completion program here at Castleton. Castleton's Director of Education and Assistant Director of the Center for Schools have built a solid professional and collegial relationship with both the VTC and with representatives from Career and Technical Education supports at the AOE. There is no questioning the benefits of Career and Technical Education and it is incumbent on us here in the state to provide the students enrolled in these programs to have the best and brightest instructors in those classrooms and to provide those instructors with professional development opportunities to improve and hone their skills in their field.

### **Part III: Program Description**

#### **1. Specific program objectives, including career and learning outcomes for students: To assure that each teacher registering for the Castleton degree program:**

Has an obligation to grow continuously as a professional.  
Creates, analyzes, revises, and implements curricula to prepare students for a dynamic and rapidly changing world.  
Facilitates the learning of constantly changing subject matter in a dynamic and diverse learning environment.  
Assesses student progress to alter and enhance the learning environment to optimize student success.  
Practices positive and effective techniques for managing the classroom environment.  
Communicates effectively with all segments of the public.  
Builds relationships with various segments of the public to produce a vibrant, holistic learning environment that reflects the real world and provides tangible and intangible benefits for the student and the community.  
Helps students realize their full potential.

#### **2. How the program will integrate professional, liberal and career study:**

The program has been specifically designed to integrate each of these areas. The professional component is weaved throughout the program culminating with a capstone project completed in their teaching environment that will benefit them in their current positions. The liberal study is enhanced through the completion of the Castleton General Education requirements, which include Soundings events, a computer requirement, an oral communication standard and college writing standard, quantitative reasoning and information literacy standards, a literature requirement, and the 4 Frames of Reference (Aesthetic Understanding/ Activities, Scientific and Math Understanding, World Views: Cultural, Historical, Philosophical, and Social and Behavioral Understanding Finally, the career study is enhanced through the differentiation of the coursework that is being developed that focuses specifically on the needs of teachers in career and technical educational settings. The work done in the program will grow understandings within the CTE field and allow for further examination of critical issues moving forward.



### **3. How the program will assess its effectiveness in achieving student learning outcomes:**

Assessment of the program will be both formative and summative. Students will be surveyed regarding their satisfaction of the program offered and instructors will be queried regarding their instructional needs throughout the program. The director of the VTC program and the Director of Education at Castleton will work collaboratively to proactively tweak the existing CTE teacher preparation program to make the shift to the completion courses at Castleton as seamless as possible. In addition, quantitative measures will determine the percentage of teachers in Vermont's 17 Career and technical Centers who have a Bachelor's degree.

4. Relation of program to external entities, if any (e.g., accreditation agencies, partnership organizations, State agencies):

There are a number of direct connections with external entities in this completion program. Castleton is partnering with the 17 Career and Technical Education programs around the state who have hired teachers to teach in their facilities. We are also working in close collaboration with representatives from Vermont Technical College and their Teacher Preparation program. The accreditation agency connected with this completion program is the Agency of Education's Vermont Standards Board for Professional Educators (VSBPE) which provides the licensure and teaching credentials for the students entering this completion program through VTC's approved program. Finally Castleton's education department has worked closely with the Vermont Career and Technical Education Director's Association (VCTEDA) and its representatives. Individually, we are working with Mike Redington, the Outreach and Professional Development Coordinator with the VCTEDA, Patti Coultas, Director of Career and Technical Teacher Education Program at Vermont Technical College, Jay Ramsay, the Career and technical Education Workgroup Coordinator and John Fisher, State Director of Career and Technical Education.

5. Program outline; include brief descriptions of all new courses:

Course Name & Number	Credits	New or Existing?
EDU 4XXX Technology in Career and Technical Education	3	New
EDU 4XXX Curriculum Management in Career and Technical Education	3	New
EDU 4XXX Learning Styles and Diversity in Career and Technical Education Classrooms	3	New
EDU 4XXX Assessment of and for Learning in Career and Technical Education Classrooms	3	New
EDU 4XXX Instructional Practices and Pedagogy in Career and Technical Education Classrooms	3	New
EDU 4XXX Capstone Project for Career and Technical Education	6	New

6. TOTAL CREDITS in proposed program: 122 total credits with **60** earned through an associates or commensurate, **24** earned through the VTC teacher preparation program, **17** earned through student teaching and student teaching seminar, and **21** earned in the proposed program at Castleton.

*Note:* Per VSC Policy 101, "baccalaureate degree major requirements normally range up to 50 credits."

Part IV: Budget Considerations

1. Expenditures for the proposed program:

	Year One	Year Two
Faculty	\$15,000 (3 courses)	\$15,000 (3 courses)
Admin/Other Staff	\$2,000	\$2,000
Facilities/Equipment	0 (assumes no space needed)	0 (assumes no space needed)
Library/Other Materials	\$500	\$500
Other Costs	\$1,000- travel, copying, etc.	\$1,000- travel, copying, etc.
TOTAL COSTS:	\$18,500	\$18,500

## 2. Revenue/sources to meet new expenditures

	Year One	Year Two
Tuition	\$36,000	\$72,000
Reallocation	0	0
Other Sources	\$19,500*	\$19,500 *
TOTAL REVENUES:	\$55,500	\$91,500

\*Assumes 10 students per year pay for the 17 credits offered for student teaching experience @ \$115/credit or \$1,955/person.

Part V: Enrollment, Marketing and Public Relations Considerations

## 1. Projected enrollment for new program:

	Year One	Three Years Out
Full-Time	10	20
Part-Time	0	0
In-State	10	20
Out-of-State	0	0

**Describe how you arrived at these projections:**

Projections are based on C&TE field research and related forecasts facilitated by Mike Redington, Outreach and Professional Development Coordinator with the Vermont Career and Technical Education Director's Association and through the work done by various planners of this proposed program (directors of Career and Technical Education Centers, representatives from the AOE with a specific focus on C&TE, the Director of Career and Technical Teacher Education Program at Vermont Technical College, and Castleton higher education representatives).

**2. Describe the marketing strategies for the new program.**

The majority of marketing and audience development work will be done internally by C&TE staff requiring minimal Castleton expenditures or effort to promote and sustain the program.

**3. Competition:**

- a) **In state and region**-at this point, there is no competition for this program anywhere

in the state. No other state colleges or private institutions in the state have stepped up to offer such a program.

**b) Web-based-** Most of the web-based degree programs are Master's degree programs. However, there are a number of undergraduate degree programs found online that are 4-year programs requiring a full 120 credits and not necessarily developed to embrace prior learning, previous coursework, and credits to be earned to tie all of that work together into a Bachelor's degree.

**4. How the program will impact enrollments in existing programs at the College:**

Because this program is specific to Career and Technical Education participants, the program should not negatively impact enrollments at Castleton, however, it has been supposed that some practicing teachers in Career and Technical Education classrooms

**5. How the program will impact enrollments in existing programs at other VSC colleges:**

Since there are no existing Bachelor's degree programs at any of the VSC colleges, there is no anticipated impact on enrollments in existing programs at those institutions.

**6. How the program will impact existing and/ or future external relations:**

This might be the most intriguing aspect of the program. It is a true example of internal institutional collaboration where teachers might begin with coursework at CCV, then enter into a teacher preparation program at VTC, and finalize their degree through coursework offered through Castleton. The Castleton courses are directly informed through ongoing collaboration with the VTC CTE program representatives and coursework offered at Castleton to complete the degree is an extension of the work being done in the CTE program at VTC. Both institutions look forward to a long-term collaborative relationship where both benefit from the new program and, most importantly, our CTE students across the state benefit from stronger teaching.

VERMONT STATE COLLEGES

BOARD OF TRUSTEES

RESOLUTION

Approval of Degree Program

WHEREAS, Castleton State College has submitted preliminary and final program proposals for a new Bachelor of Applied Science in Technical Education degree program; and

WHEREAS, Castleton State College has developed a budget to deliver the program based on conservative enrollment projections; and

WHEREAS, The Board Education, Personnel, Student Life Committee reviewed the proposals in accordance with Policy 102 and recommends the program to the full Board for approval; therefore, be it

RESOLVED, That the VSC Board of Trustees authorizes Castleton State College to offer a Bachelor of Applied Science in Technical Education as of this date, July 31, 2014.

July 31, 2014

7. Adoption of Chancellor Search Process

The Executive Committee met on July 17<sup>th</sup> and came to an agreement on a recommended process to find a new chancellor. The attached resolution reflects the process the Executive Committee recommends.

VERMONT STATE COLLEGES

BOARD OF TRUSTEES

RESOLUTION

Endorsement of Chancellor Search Process

WHEREAS, Vermont State Colleges Chancellor Tim Donovan will retire as of December 31, 2014; and

WHEREAS, The Executive Committee has reviewed the options available and recommends the following chancellor search process to the full Board:

- The Executive Committee will be in charge of the process.
- Each trustee and president may submit, in confidence, up to three names for consideration to the Chair of the Committee by September 1, 2014.
- Nominations will be for an interim period of up to and possibly beyond one year.
- Trustees or presidents may nominate themselves.
- The Executive Committee will meet September 9, 2014 to review the nominations and prepare a shorter list for the full Board's review at its September retreat.
- Between the Executive Committee meeting and the Board retreat, the Executive Committee will reach out to prospective candidates to determine interest.
- At its September retreat the full Board will select the most promising candidates, and will subsequently hold interviews and conduct inquiries.
- A press release will be issued to encourage interested individuals to submit their names for consideration.
- A search for a permanent chancellor will not begin until the Interim Chancellor is hired. Therefore, be it

RESOLVED, That the Vermont State Colleges Board of Trustees hereby endorses the above described chancellor search process as of this date, July 31, 2014.

July 31, 2014



B. ITEMS FOR INFORMATION AND DISCUSSION

1. Report of the July 17, 2014 Executive Committee Meeting

**Unapproved minutes of the VSC Board of Trustees Executive Committee meeting  
Thursday, July 17, 2014**

*Note: These are unapproved minutes, subject to amendment and/or approval at the subsequent meeting.*

The Vermont State Colleges Board of Trustees Executive Committee conducted a Committee meeting on Thursday, July 17, 2014 at the Office of the Chancellor in Montpelier, Vermont.

The following were present:

Trustees: Martha O'Connor, Chair; Karen Luneau, Chris Macfarlane, Tim Jerman, Heidi Pelletier

Absent: Kraig Hannum, Linda Milne

Office of the Chancellor:  
Bill Reedy, Vice President and General Counsel

Members of the Public:  
Tess Conant, VSC United Professionals  
Linda Olson, VSC Full-Time Faculty

Chair O'Connor called the meeting to order at 1:00 p.m.

The sole order of business was to discuss a process for selecting a Chancellor to present to the full Board at its July 31, 2014 meeting for its approval.

Chair O'Connor reported that, pursuant to the Board's instructions, she contacted former Chancellor Chuck Bunting, who now performs chancellor/president searches for institutions of higher education, to inquire about the time and effort associated with these kinds of searches. Mr. Bunting indicated a search could take approximately 4-5 months and he provided an outline (*attached*), entitled "Stages of Search," estimating the time necessary for each stage. Trustee Jerman spoke with Paula Cope of Cope Associates who also performs similar searches. It was her impression that a thorough search could take 10 months to a year. It was her experience that

things never happen according to plan and necessarily take longer than expected. Further, even if a permanent chancellor could be hired earlier than 10 months to a year from its inception, it wouldn't be before next August that someone could actually be in the position.

In light of that information, Chair O'Connor and Trustee Jerman discussed a plan for seeking an interim chancellor who would be allowed to seek the permanent position.

The process Chair O'Connor proposed was as follows:

- The Executive Committee would be in charge of the process. This would be quite representative given that the Committee comprises approximately half the full Board and 4 members of the Committee are elected by the full Board and the remaining 3 members of the Committee are appointed by elected Chair of the Board
- Each Trustee would be permitted to submit by September 1, 2014 for the Committee's consideration up to three names of persons the Trustee believed fit the identified qualifications. Submittals would be sent to the Chair and would be confidential.
- Each President also could submit, in confidence, up to three names to the Chair of the Executive Committee by September 1, 2014.
- Trustees and Presidents would be informed that the nominations would be for an interim position of up to and possibly beyond one year.
- Trustees or Presidents could nominate themselves.
- The Executive Committee would meet in the second week of September to review the nominations to prepare a shorter list for the full Board to review at its meeting on September 23<sup>rd</sup> or 24<sup>th</sup>. This would give the Committee time between the two meetings to contact candidates, gauge their level of interest, and perform whatever reference checks are necessary and appropriate within the time allowed.
- The full Board would review the recommendations at its September meeting, select the most promising candidates, and then hold interviews and/or conduct other enquiries before selecting a candidate.
- Trustee Jerman also suggested a press release about the process could be issued so that interested individuals could contact Trustees or Presidents to indicate they would like to be considered.

Trustee Luneau asked whether this might appear to be giving too much authority to the Executive Committee. The other Trustees responded that it did not. These are the individuals the Board has placed in a leadership role.

The question was asked whether a search would be conducted in the interim and the Chair answered no. The search for a permanent Chancellor would not begin until the Interim Chancellor was on board to assist.

Linda Olson was asked about her response to the proposal and she indicated it was fine as long as the process for a permanent Chancellor was broadened to include more of the VSC community and the public. Tess Conant was also fine with the process.

Chair O'Connor wanted to make sure all Executive Committee members were on board with the proposal. No objections were noted and all members except Trustee Luneau offered positive support for the proposal. Trustee Macfarlane indicated he was very satisfied and thought the proposed process offered great opportunities. Trustee Pelletier said the proposal was logical, timely, and inclusive. Trustee Jerman thought it was a very good model. The Committee agreed that the proposed process would be put before the full Board for its approval at its July 31, 2014 meeting.

Trustee Pelletier asked about salary. The Committee agreed with Chancellor Donovan's earlier statement that the range probably should be somewhere in between what the Presidents make and what the current Chancellor makes and this would be explained to candidates if the subject was raised. It would not be set at this point but rather would be negotiated with the successful candidate.

The Executive Committee agreed to schedule its next meeting for 9:00 a.m. on September 9, 2014 in Montpelier. The Committee asked General Counsel Reedy to contact Elaine Sopchak to make sure the room was available and to have her warn the meeting.

The public (Linda Olson and Tess Conant) were asked whether there were any comments. Linda Olson reiterated that she wanted to make sure the permanent Chancellor search included more public and VSC community involvement. Chair O'Connor assured her that it would. Tess Conant said she liked the proposed process as it took into account the comments everyone made at the last Trustees meeting.

Trustee Jerman moved and Trustee Macfarlane seconded a motion to adjourn. Chair O'Connor adjourned the meeting at 1:45 p.m.

## ***STAGES OF SEARCH***

### ***Preparation: 30 Days***

- Search Committee (SC) meets to discuss charge, priorities, process, and schedule.
- SC consults with other individuals and groups, internal and external, as needed, to obtain input on priorities, qualifications.
- Draft institutional profile, including priorities, qualifications, and applicant procedures.
- Submit draft profile to SC and board (as needed) for review and approval.

### ***Recruitment: 45 Days***

- Place ads in appropriate publications, eg: *Chronicle*, journals, websites.
- Send longer profile to sources and prospects, as appropriate.
- Identify and recruit candidates through networking, telephoning, etc.
- Establish logs and files for all candidates.

### ***Evaluation: 30 Days***

- SC review of applications, select 8-12 promising candidates for semi-finalist interviews. Prepare interview format.
- Hold semi-finalist interviews in confidential setting.
- Select a smaller number as potential finalists, discuss and prepare referencing strategies.
- Conduct reference calls, reduce pool to 3-4 finalists to invite for visits and interviews.

### ***Selection: 30 Days***

- Hold interviews with leadership groups, key individuals, Trustees, as needed. Exit interviews with SC.
- Conduct background checks.
- SC prepares and submits final report to Board of Trustees.

--Conduct additional references or inquiries as needed.

--Select prospective Chancellor, negotiate, “get to ‘yes.’”.

2. Update on Collective Bargaining
3. Update on Fall Enrollment at Each College
4. Orientation to Vermont Public Meetings Law

In the last session the Vermont Legislature made changes to the Open Meeting Law ([VSC Title 1, Chapter 5, Sub-Chapter 2: Public Information, §310-314](#)). Changes relevant to this Board pertain particularly to warnings, posting of minutes, and attendance at meetings via electronic means. General Counsel Reedy will review the changes to the law.

**No. 143. An act relating to the open meeting law.**

(H.497)

It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 1. 1 V.S.A. § 310 is amended to read:

§ 310. DEFINITIONS

As used in this subchapter:

(1) “Deliberations” means weighing, examining, and discussing the reasons for and against an act or decision, but expressly excludes the taking of evidence and the arguments of parties.

(2) “Meeting” means a gathering of a quorum of the members of a public body for the purpose of discussing the business of the public body or for the purpose of taking action. “Meeting” shall not mean written correspondence or an electronic communication, including e-mail, telephone, or teleconferencing, between members of a public body for the purpose of scheduling a meeting, organizing an agenda, or distributing materials to discuss at a meeting, provided that such a written correspondence or such an electronic communication that results in written or recorded information shall be available for inspection and copying under the Public Records Act as set forth in chapter 5, subchapter 3 of this title.

(3) “Public body” means any board, council, or commission of the ~~state~~ State or one or more of its political subdivisions, any board, council, or commission of any agency, authority, or instrumentality of the ~~state~~ State or one or more of its political subdivisions, or any committee of any of the foregoing boards, councils, or commissions, except that “public body” does not

include councils or similar groups established by the ~~governor~~ Governor for the sole purpose of advising the ~~governor~~ Governor with respect to policy.

(4) “Publicly announced” means that notice is given to an editor, publisher, or news director of a newspaper or radio station serving the area of the ~~state~~ State in which the public body has jurisdiction, and to any ~~editor, publisher or news director~~ person who has requested under subdivision 312(c)(5) of this title to be notified of special meetings.

(5) “Quasi-judicial proceeding” means a proceeding which is:

(A) a contested case under the Vermont Administrative Procedure Act; or

(B) a case in which the legal rights of one or more persons who are granted party status are adjudicated, which is conducted in such a way that all parties have opportunity to present evidence and to cross-examine witnesses presented by other parties, which results in a written decision, and the result of which is appealable by a party to a higher authority.

Sec. 2. 1 V.S.A. § 312 is amended to read:

§ 312. RIGHT TO ATTEND MEETINGS OF PUBLIC AGENCIES

(a)(1) All meetings of a public body are declared to be open to the public at all times, except as provided in section 313 of this title. No resolution, rule, regulation, appointment, or formal action shall be considered binding except as taken or made at such open meeting, except as provided under ~~section~~ subdivision 313(a)(2) of this title. ~~A meeting may be conducted by audio conference or other electronic means, as long as the provisions of this~~



~~subchapter are met.~~ A meeting of a public body is subject to the public accommodation requirements of 9 V.S.A. chapter 139. A public body shall electronically record by audio tape, all public hearings held to provide a forum for public comment on a proposed rule, pursuant to 3 V.S.A. § 840. The public shall have access to copies of such tapes electronic recordings as described in section 316 of this title.

(2) Participation in meetings through electronic or other means.

(A) As long as the requirements of this subchapter are met, one or more of the members of a public body may attend a regular, special, or emergency meeting by electronic or other means without being physically present at a designated meeting location.

(B) If one or more members attend a meeting by electronic or other means, such members may fully participate in discussing the business of the public body and voting to take an action, but any vote of the public body shall be taken by roll call.

(C) Each member who attends a meeting without being physically present at a designated meeting location shall:

(i) identify himself or herself when the meeting is convened; and

(ii) be able to hear the conduct of the meeting and be heard

throughout the meeting.

(D) If a quorum or more of the members of a public body attend a meeting without being physically present at a designated meeting location, the following additional requirements shall be met:

(i) At least 24 hours prior to the meeting, or as soon as practicable prior to an emergency meeting, the public body shall publicly announce the meeting, and a municipal public body shall post notice of the meeting in or near the municipal clerk's office and in at least two other designated public places in the municipality.

(ii) The public announcement and posted notice of the meeting shall designate at least one physical location where a member of the public can attend and participate in the meeting. At least one member of the public body, or at least one staff or designee of the public body, shall be physically present at each designated meeting location.

(b)(1) Minutes shall be taken of all meetings of public bodies. The minutes shall cover all topics and motions that arise at the meeting and give a true indication of the business of the meeting. Minutes shall include at least the following minimal information:

- (A) All members of the public body present;
- (B) All other active participants in the meeting;
- (C) All motions, proposals, and resolutions made, offered, and considered, and what disposition is made of same; and
- (D) The results of any votes, with a record of the individual vote of each member if a roll call is taken.

(2) Minutes of all public meetings shall be matters of public record, shall be kept by the clerk or secretary of the public body, and shall be available for inspection by any person and for purchase of copies at cost upon request

after five days from the date of any meeting. Meeting minutes shall be posted no later than five days from the date of the meeting to a website, if one exists, that the public body maintains or has designated as the official website of the body.

(c)(1) The time and place of all regular meetings subject to this section shall be clearly designated by statute, charter, regulation, ordinance, bylaw, resolution, or other determining authority of the public body, and this information shall be available to any person upon request. The time and place of all public hearings and meetings scheduled by all Executive Branch State agencies, departments, boards, or commissions shall be available to the public as required under 3 V.S.A. § 2222(c).

(2) The time, place, and purpose of a special meeting subject to this section shall be publicly announced at least 24 hours before the meeting. Municipal public bodies shall post notices of special meetings in or near the municipal clerk's office and in at least two other designated public places in the municipality, at least 24 hours before the meeting. In addition, notice shall be given, either orally or in writing, to each member of the public body at least 24 hours before the meeting, except that a member may waive notice of a special meeting.

(3) Emergency meetings may be held without public announcement, without posting of notices and without 24-hour notice to members, provided some public notice thereof is given as soon as possible before any such meeting. Emergency meetings may be held only when necessary to respond to

an unforeseen occurrence or condition requiring immediate attention by the public body.

(4) Any adjourned meeting shall be considered a new meeting, unless the time and place for the adjourned meeting is announced before the meeting adjourns.

(5) ~~An editor, publisher or news director of any newspaper, radio station or television station serving the area of the state in which the public body has jurisdiction~~ A person may request in writing that a public body notify the ~~editor, publisher or news director~~ person of special meetings of the public body. The request shall apply only to the calendar year in which it is made, unless made in December, in which case it shall apply also to the following year.

(d)(1) ~~The~~ At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda for a regular or special meeting shall be:

(A) posted to a website, if one exists, that the public body maintains or designates as the official website of the body; and

(B) in the case of a municipal public body, posted in or near the municipal office and in at least two other designated public places in the municipality.

(2) A meeting agenda shall be made available to the news media or concerned persons a person prior to the meeting upon specific request.

(3)(A) Any addition to or deletion from the agenda shall be made as the first act of business at the meeting.

(B) Any other adjustment to the agenda may be made at any time during the meeting.

(e) Nothing in this section or in section 313 of this title shall be construed as extending to the ~~judicial branch~~ Judicial Branch of the ~~government~~ Government of Vermont or of any part of the same or to the ~~public service board~~ Public Service Board; nor shall it extend to the deliberations of any public body in connection with a quasi-judicial proceeding; nor shall anything in this section be construed to require the making public of any proceedings, records, or acts which are specifically made confidential by the laws of the United States of America or of this ~~state~~ State.

(f) A written decision issued by a public body in connection with a quasi-judicial proceeding need not be adopted at an open meeting if the decision will be a public record.

(g) The provisions of this subchapter shall not apply to site inspections for the purpose of assessing damage or making tax assessments or abatements, clerical work, or work assignments of staff or other personnel. Routine, day-to-day administrative matters that do not require action by the public body, may be conducted outside a duly warned meeting, provided that no money is appropriated, expended, or encumbered.

(h) At an open meeting the public shall be given a reasonable opportunity to express its opinion on matters considered by the public body during the

meeting as long as order is maintained. Public comment shall be subject to reasonable rules established by the chairperson. This subsection shall not apply to quasi-judicial proceedings.

(i) Nothing in this section shall be construed to prohibit the ~~parole board~~ Parole Board from meeting at correctional facilities with attendance at the meeting subject to rules regarding access and security established by the superintendent of the facility.

Sec. 3. 1 V.S.A. § 313 is amended to read:

§ 313. EXECUTIVE SESSIONS

(a) No public body ~~described in section 312 of this title~~ may hold an executive session from which the public is excluded, except by the affirmative vote of two-thirds of its members present in the case of any public body of State government or of a majority of its members present in the case of any public body of a municipality or other political subdivision. A motion to go into executive session shall indicate the nature of the business of the executive session, and no other matter may be considered in the executive session. Such vote shall be taken in the course of an open meeting and the result of the vote recorded in the minutes. No formal or binding action shall be taken in executive session except for actions relating to the securing of real estate options under subdivision (2) of this subsection. Minutes of an executive session need not be taken, but if they are, shall not be made public subject to subsection 312(b) of this title. A public body may not hold an executive session except to consider one or more of the following:

(1) ~~Contracts, labor relations agreements with employees, arbitration, mediation, grievances, civil actions, or prosecutions by the state, where~~ after making a specific finding that premature general public knowledge would clearly place the state, municipality, other public body, or a person involved at a substantial disadvantage;

(A) contracts;

(B) labor relations agreements with employees;

(C) arbitration or mediation;

(D) grievances, other than tax grievances;

(E) pending or probable civil litigation or a prosecution, to which the public body is or may be a party;

(F) confidential attorney-client communications made for the purpose of providing professional legal services to the body;

(2) ~~The~~ the negotiating or securing of real estate purchase or lease options;

(3) ~~The~~ the appointment or employment or evaluation of a public officer or employee, provided that the public body shall make a final decision to hire or appoint a public officer or employee in an open meeting and shall explain the reasons for its final decision during the open meeting;

(4) ~~A~~ a disciplinary or dismissal action against a public officer or employee; but nothing in this subsection shall be construed to impair the right of such officer or employee to a public hearing if formal charges are brought;

(5) ~~A~~ a clear and imminent peril to the public safety;

(6) ~~Discussion or consideration of records or documents excepted~~  
records exempt from the access to public records provisions of section ~~317~~ 316  
of this title. ~~Discussion or consideration of the excepted record or document;~~  
provided, however, that discussion of the exempt record shall not itself permit  
an extension of the executive session to the general subject to which the record  
~~or document~~ pertains;

(7) ~~The~~ the academic records or suspension or discipline of students;

(8) ~~Testimony~~ testimony from a person in a parole proceeding  
conducted by the Parole Board if public disclosure of the identity of the person  
could result in physical or other harm to the person;

(9) ~~Information~~ information relating to a pharmaceutical rebate or to  
supplemental rebate agreements, which is protected from disclosure by federal  
law or the terms and conditions required by the Centers for Medicare and  
Medicaid Services as a condition of rebate authorization under the Medicaid  
program, considered pursuant to 33 V.S.A. §§ 1998(f)(2) and 2002(c);

(10) municipal or school security or emergency response measures, the  
disclosure of which could jeopardize public safety.

\* \* \*

Sec. 4. 1 V.S.A. § 314 is amended to read:

§ 314. PENALTY AND ENFORCEMENT

(a) A person who is a member of a public body and who knowingly and  
intentionally violates the provisions of this subchapter, a person who  
knowingly and intentionally violates the provisions of this subchapter on



behalf or at the behest of a public body, or a person who knowingly and intentionally participates in the wrongful exclusion of any person or persons from any meeting for which provision is herein made, shall be guilty of a misdemeanor and shall be fined not more than \$500.00.

(b)(1) ~~The attorney general~~ Prior to instituting an action under subsection (c) of this section, the Attorney General or any person aggrieved by a violation of the provisions of this subchapter shall provide the public body written notice that alleges a specific violation of this subchapter and requests a specific cure of such violation. The public body will not be liable for attorney's fees and litigation costs under subsection (d) of this section if it cures in fact a violation of this subchapter in accordance with the requirements of this subsection.

(2) Upon receipt of the written notice of alleged violation, the public body shall respond publicly to the alleged violation within seven business days by:

(A) acknowledging the violation of this subchapter and stating an intent to cure the violation within 14 calendar days; or

(B) stating that the public body has determined that no violation has occurred and that no cure is necessary.

(3) Failure of a public body to respond to a written notice of alleged violation within seven business days shall be treated as a denial of the violation for purposes of enforcement of the requirements of this subchapter.

(4) Within 14 calendar days after a public body acknowledges a violation under subdivision (2)(A) of this subsection, the public body shall cure the violation at an open meeting by:

(A) either ratifying, or declaring as void, any action taken at or resulting from a meeting in violation of this subchapter; and

(B) adopting specific measures that actually prevent future violations.

(c) Following an acknowledgment or denial of a violation and, if applicable, following expiration of the 14-calendar-day cure period for public bodies acknowledging a violation, the Attorney General or any person aggrieved by a violation of the provisions of this subchapter may apply to the superior court bring an action in the Civil Division of the Superior Court in the county in which the violation has taken place for appropriate injunctive relief or for a declaratory judgment. An action may be brought under this section no later than one year after the meeting at which the alleged violation occurred or to which the alleged violation relates. Except as to cases the Court considers of greater importance, proceedings before the superior court Civil Division of the Superior Court, as authorized by this section and appeals therefrom, take precedence on the docket over all cases and shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(d) The Court shall assess against a public body found to have violated the requirements of this subchapter reasonable attorney's fees and other litigation

costs reasonably incurred in any case under this subchapter in which the complainant has substantially prevailed, unless the Court finds that:

(1)(A) the public body had a reasonable basis in fact and law for its position; and

(B) the public body acted in good faith. In determining whether a public body acted in good faith, the Court shall consider, among other factors, whether the public body responded to a notice of an alleged violation of this subchapter in a timely manner under subsection (b) of this section; or

(2) the public body cured the violation in accordance with subsection (b) of this section.

Sec. 5. 24 V.S.A. § 1964 is amended to read:

§ 1964. STRUCTURE OF THE COMMUNITY JUSTICE BOARDS;

CONFIDENTIALITY OF CERTAIN RESTORATIVE JUSTICE

MEETINGS

(a) Each community justice center:

(1) ~~Shall~~ shall have an advisory board comprised of at least 51 percent citizen volunteers;

(2) ~~May~~ may use a variety of community-based restorative justice approaches, including ~~community restorative justice panels or boards,~~ group conferencing, or mediation; and

(3) ~~Shall~~ shall include programs to resolve disputes, address the needs of victims, address the wrongdoing of the offender, and promote the rehabilitation of youthful and adult offenders.

(b) Meetings of restorative justice panels and meetings to conduct restorative justice group conferencing or mediation shall not be subject to the Vermont Open Meeting Law, 1 V.S.A. chapter 5, subchapter 2.

Sec. 6. EFFECTIVE DATES

This act shall take effect on July 1, 2014. However, a person who violates 1 V.S.A. § 312(b)(2) as amended by this act (requirement to post minutes to website, if any) shall not be subject to prosecution for such violation pursuant to 1 V.S.A. § 314(a) in connection with any meeting that occurs before July 1, 2015.

Date Governor signed bill: May 23, 2014

## **A GUIDE TO OPEN MEETINGS**

Revised June 2014

James Condos, Vermont Secretary of State



Living in Vermont, we expect openness in government. Any day the legislature is in session we can sit down in either chamber, or in the various committee rooms, and see laws being made. Any day we can walk into the county courthouse and attend any hearing or trial, or watch the arguments being given before the Vermont Supreme Court. We can attend Act 250 hearings and meetings of the local zoning board, and any other public body, and we can expect to see notices of those meetings in the newspaper or on public bulletin boards. We can review and copy public documents in state and local offices.

One important foundation of openness in Vermont is the “Right to Know” laws, including those related to open meetings and public records. Together they are the most important public laws we have because they allow us direct access to the decisions that affect us. A full understanding of these laws makes everyone a better citizen. This guide is an introduction to the open meeting law.

You can read the open meeting law for yourself. The open meeting law is found in every town clerk’s office, in Title 1 of the Vermont Statutes Annotated. Title 1 is in the first volume of a set of green law books that include all of the statutory laws of the state. Look for sections 310 through 314, and make sure you check the pocket part to see if there is newer law to review for each section. You can also find this law on the internet at the Vermont State Legislature’s website at:

**<http://www.leg.state.vt.us/statutes/sections.cfm?Title=01&Chapter=005>**

## MEETINGS OF A PUBLIC BODY MUST BE OPEN TO THE PUBLIC

- Public must be given notice of the meeting.
- Public must be allowed to attend the meeting and be heard.
- Minutes of the meeting must be taken.

## WHO DOES THE OPEN MEETING LAW APPLY TO?

Vermont's open meeting laws apply to all boards, councils and commissions of the state and its political sub-divisions (i.e. municipalities), including committees and subcommittees of these bodies. *1 V.S.A. § 310(3)*. This means the open meeting law governs meetings of selectboards, planning commissions, boards of civil authority, recreation commissions, municipal public library trustees, auditors, listers, etc., as well as any committee created by one of these public bodies. The open meeting laws apply to boards and commissions, not to individual officials. There is no right to sit in the town manager's office and watch her conduct town business. There is no right to be present at site visits for tax assessments or abatements, or to oversee the routine day-to-day administration of the town. *1 V.S.A. § 312(g)*.

## WHEN DOES THE OPEN MEETING LAW APPLY?

Whenever a quorum (a majority) of a public body is gathered to discuss the business of the board or to take action, the open meeting laws apply. *1 V.S.A. § 310(2)*. This means that if a majority of a board find themselves together at a social function they must take care not to discuss the business of the board. In 2014 the Vermont legislature clarified that a public body is not meeting if members are exchanging emails "for the purpose of scheduling a meeting, organizing an agenda, or distributing materials to discuss at a meeting, . . . ." Two members of a five-person board may meet without the need for public notice. The entire public body may meet without notice or public attendance when it deliberates on its written decision, following a quasi-judicial hearing on an application or permit. In this instance, although the hearing is open, only interested parties have the right to be heard, and deliberations that follow may be closed to the public. *1 V.S.A. § 312(e) & (f)*. When acting on these cases, a public body must issue its decisions in writing, but may do so without the formality of a meeting where the decision is announced.

## HOW DOES A BOARD PROVIDE NOTICE OF ITS MEETINGS?

- A board schedules **regular meetings** by adopting a resolution setting the time and place of the meeting. This information must be made available to the public. When a board meets, for example, on the first Tuesday of every month, the law does not require formal public notice. However, the board does need to adopt a resolution specifying its regular meeting schedule. *1 V.S.A. § 312(c)(1)*.
- A board holding a **special meeting**, i.e. a meeting that is not a regular or emergency meeting, must, at least 24 hours before the meeting, publicly announce the time, place and purpose of the meeting by notifying the board members and the local news media and any other person that has specifically requested notification, and by posting notice of the meeting in or near the municipal office and in two other designated public places in the municipality. *1 V.S.A. § 312(c)(2)*.
- An **emergency meeting** may be held in the event of a true emergency, i.e. when "necessary to respond to an unforeseen occurrence or condition requiring immediate attention", without public announcement as long as some public notice is given as soon as possible before the meeting. *1 V.S.A. § 312(c)(3)*. An emergency meeting should not be used if the public body is able comply with the 24-hour notice requirements for special meetings.

**N.B.** When a meeting is “adjourned,” or continued to a new time or place, the meeting will not be considered a new meeting and will not require additional notice so long as the time and place of the new meeting is announced before the first meeting is closed. *I V.S.A. § 312(c)(4)*.

### **WHAT ARE THE REQUIREMENTS FOR MINUTES OF A PUBLIC BODY?**

Public bodies are required to take minutes. Minutes must at least include the names of all members of the public body present at the meeting, and other active participants, and all motions, proposals, and resolutions made, and their dispositions, and the results of any votes taken. *I V.S.A. § 312 (b)(1)*. Minutes are public records, which must be available for public inspection and copying after five days from the date of the meeting. Minutes also must be posted no later than five days from the date of the meeting to a website, if one exists, that the public body maintains or has designated as the official website of the body. *I V.S.A. § 312 (b)(2)*. Minutes are the permanent record of the formal actions of the public body and play an important role in recording the history of municipal business.

### **DO MEMBERS OF A PUBLIC BODY NEED TO BE PHYSICALLY PRESENT?**

As long as the requirements of the open meeting laws are met, one or more members of a public body may fully participate in discussing the business of the public body and vote to take an action at a regular, special, or emergency meeting by electronic or other means without being physically present at a designated meeting location. In this situation, any vote of the public body must be taken by roll call. In addition, if a member is not physically present, the member is required to identify himself or herself when the meeting is convened and be able to hear the conduct of the meeting and be heard throughout the meeting. If a quorum or more of the members of a public body attend a meeting without being physically present at a designated meeting location, the public body must publicly announce and post notice of the meeting at least 24 hours prior to the meeting. This notice must designate at least one physical location where a member of the public can attend and participate in the meeting. At least one member of the public body, or at least one staff or designee of the public body, is required to be physically present at each designated meeting location. *I V.S.A. § 312(a)(2)*.

### **WHEN CAN A BOARD MEET IN PRIVATE?**

- A public body may meet in private to deliberate in connection with a quasi-judicial hearing. This is not an open meeting and does not have to be warned. *I V.S.A. § 312(e)*.
- A public body may enter into executive session, which is a closed meeting within a public meeting. A public body may only enter into executive session upon a majority vote (2/3 vote of a state board), on a motion made in an open meeting, that indicates the reason for going into executive session. The only permissible reasons for going into executive session are set forth in *I V.S.A. § 313*. One category, requires the public body to make a specific finding that “premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage” prior to considering one of the following in executive session:
  - contracts;
  - labor relations agreements with employees;
  - arbitration or mediation;
  - grievances, other than tax grievances;
  - pending or probable civil litigation or a prosecution, to which the public body is or may be a party; or
  - confidential attorney-client communications made for the purpose of providing professional legal services to the body.
- Other things a public body may consider in executive session are:

- The negotiating or securing of real estate purchase or lease options;
  - The appointment or employment or evaluation of a public officer or employee, provided that the public body makes its final decision to hire or appoint a public officer or employee in an open meeting and must explain the reasons for its final decision during the open meeting;
  - A disciplinary or dismissal action against a public officer or employee; but nothing in this subsection shall be construed to impair the right of such officer or employee to a public hearing if formal charges are brought;
  - A clear and imminent peril to the public safety;
  - Discussion or consideration of records or documents that are not public documents under the access to public records act. However when the board discusses or considers the excepted record or document it may not also discuss the general subject to which the record pertains;
  - The academic records or suspension or discipline of students;
  - Municipal or school security or emergency response measures, the disclosure of which could jeopardize public safety.
- Abusing the law of executive session is offensive to the purpose of open meetings. Boards should close their meetings rarely, and then only for legitimate purposes. No formal action may be taken in executive session except for those related to securing a real estate purchase option. In all other instances, appropriate topics may be discussed in executive session but ultimate action must be taken by motion and vote in open session. *1 V.S.A. § 313(a)*.
  - A board may invite into executive session its attorney, administrative staff and persons who are subjects of the discussion or whose information is needed. *1 V.S.A. § 313(b)*.
  - No decision may be made in executive session except for actions relating to the securing of real estate options. Decisions may be made in deliberative session so long as there is a written decision that is public record.
  - Some boards go beyond the requirements of the law and do everything in public (except when acting in a quasi-judicial capacity when due process may require private deliberations.) The risks entailed in letting everybody know its business are not small, but there is no penalty for extra openness and a high return on the investment if the public understands you have nothing to hide.

### **WHEN DO AGENDAS HAVE TO BE MADE AVAILABLE?**

At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda must be posted to a website that the public body maintains or designates, if one exists. In addition, a municipal public body must post the agenda in or near the municipal office and in at least two other designated public places in the municipality. A meeting agenda must be made available to a person prior to the meeting upon specific request. Any addition to or deletion from the agenda is required to be made as the first act of business at the meeting, but any other adjustment to the agenda may be made at any time during the meeting. *1 V.S.A. § 312(d)*. Agendas should allow interested members of the public to be reasonably informed of what will be discussed at the meeting.

### **WHAT RIGHTS DO MEMBERS OF THE PUBLIC HAVE?**

- Upon request, the agendas of regular or special meetings must be made available to any person prior to a meeting. *1 V.S.A. § 312(d)*.
- Persons that wish to be notified of special meetings should provide a written request to the public body.



- Members of the public have the right to attend meetings, to express their opinions on matters being considered by the public body, and to tape or videotape meetings so long as it is not done in a manner that disrupts the meeting. *1 V.S.A. § 312(h)*. Many boards allow public comment at the start of the meeting while others place it as the final agenda item. Some boards allow public comment whenever anyone present has something to add to the discussion. Public comment is often the one opportunity that members of the public have to speak openly about their concerns. The public comment period, however, is not a free-for-all. The chair of the board may establish reasonable rules to maintain order, and reasonable limitations on the amount of time for each speaker are not unusual or improper. A school board must provide a written response whenever a member of the public requests a written response to his or her public comments. *16 V.S.A. § 554(b)*.
- The public has the right to know the reason a board is going into executive session.

### **HOW ARE VERMONT'S OPEN MEETING LAWS ENFORCED?**

The following persons can be found guilty of a misdemeanor and fined up to \$500.00:

- A person who is a member of a public body and who knowingly and intentionally violates the provisions of the open meeting laws;
- A person who knowingly and intentionally violates the provisions of the open meeting laws on behalf or at the behest of a public body;
- A person who knowingly and intentionally participates in the wrongful exclusion of any person or persons from any meeting. *1 V.S.A. § 314(a)*.

The Attorney General or any person aggrieved by a violation of the open meeting laws may file suit in the Civil Division of the Superior Court in the county in which the violation has taken place for appropriate injunctive relief or for a declaratory judgment. Such an action must be filed no later than one year after the meeting at which the alleged violation occurred or to which the alleged violation relates. The Court is required to give priority to these suits on its docket. Prior filing suit, however, the Attorney General or aggrieved person must provide the public body written notice that alleges a specific violation and requests a specific cure of such violation. The public body will not be liable for attorney's fees and litigation costs if it cures in fact the violation. Upon receipt of written notice of the alleged violation, the public body must respond publicly to the alleged violation within seven business days by either acknowledging the violation and stating an intent to cure the violation within 14 calendar days or by stating that the public body has determined that no violation has occurred and that no cure is necessary. If the public body fails to respond to a written notice of an alleged violation within seven business days, this shall be treated as a denial of the violation. In order to cure a violation, within 14 calendar days after a public body acknowledges a violation, the public body shall cure the violation at an open meeting by ratifying, or declaring as void, any action taken at or resulting from a meeting in violation and adopting specific measures that actually prevent future violations. The Court is required to assess against a public body found to have violated the requirements of this subchapter reasonable attorney's fees and other litigation costs reasonably incurred in which the complainant has substantially prevailed, unless the Court finds that the public body had a reasonable basis in fact and law for its position and the public body acted in good faith. In determining whether a public body acted in good faith, the Court must consider, among other factors, whether the public body responded to a notice of an alleged violation in a timely manner or whether the public body cured the violation. *1 V.S.A. § 314(b)*.

5. Introduction of Policy Review
6. Priorities and Objectives for the Board Retreat
7. Other Business
8. Comments from the Public
9. Date and Place of Next Meeting:  
Wednesday, September 24, 2014  
Lake Morey Resort, Fairlee, VT