

WARNING
ORLEANS SOUTHWEST UNION ELEMENTARY SCHOOL DISTRICT

VOTE ON ARTICLES OF AGREEMENT on June 25, 2019

Voting on the following Articles will be by Australian Ballot on Tuesday, June 25, 2019 between the hours of

- a. Nine (9) o'clock in the forenoon (a.m.) at which time the polls will open and seven (7) o'clock in the afternoon (p.m.) at which time the polls will close at the polling places for the following member towns:

Hardwick: Hardwick Municipal Building, Hardwick, VT

Woodbury: Woodbury Town Hall, Woodbury, VT

- b. Between the hours of ten (10) o'clock in the forenoon (a.m.) at which time the polls will open and seven (7) o'clock in the afternoon (p.m.) at which time the polls will close at the polling place for the following member town:

Greensboro: Greensboro Town Office, Greensboro, VT

Stannard: Stannard Town Office, Stannard, VT

Upon closing of the polls, the clerk from each town will count the ballots cast for Article 3A, 3B and Article 4A and record the results. The remaining ballots cast for Article 4B, Article 6B and 6C, Article 11 and Article 15 will be sealed, reopened at the polling place in the town of Hardwick, the ballots commingled and publicly counted.

ARTICLE 3

Shall the Orleans Southwest Union-Elementary School District amend the default Articles of Agreement, issued by the Vermont State Board of Education on November 30, 2018, as follows:

- To strike out Article 3 and replace it with a new Article 3, to read:

Article 3 – Attendance; Restructuring of Grade Configurations

A. Attendance (Voted by town.)

Each student in the grades for which the New Union District operates multiple school buildings will attend the school that a student residing in that town would have attended in academic year 2018-2019. Provided however, that a parent or guardian may enroll their student in any school operated by the New Union District subject to the policies and procedures for "intra-district choice" which shall be developed and implemented by the New Union District Board commencing in academic year 2019-2020. Intra-district choice may be limited only by applicable law, or as necessary to achieve the legitimate operation of the New Union District.

B. Restructuring of Grade Configurations in Academic Years 2019-2020 and 2020-2021 (Voted by town.)

- i. For purposes of these Articles, the words “restructuring of grade configurations,” “restructuring,” and any grammatical variations mean eliminating all classrooms for any grade or grades, prekindergarten through grade 6, operated at one or more schools and requiring children in the grade or grades to attend classrooms located in a different school.
- ii. In academic years 2019-2020 and 2020-2021, the New Union District Board shall not restructure the grade configuration of any school building conveyed to it by a Forming District, or any school building leased pursuant to Article 6(C).

ARTICLE 4

Shall the Orleans Southwest Union Elementary School District amend the default Articles of Agreement, issued by the Vermont State Board of Education on November 30, 2018, as follows:

- To strike out Article 4 and replace it with a new Article 4, to read:

Article 4 -- Closure of School Buildings

A. Academic Years 2019-2020 and 2020-2021 (Voted by town.)

In academic years 2019-2020 and 2020-2021, the New Union District shall not close any school building conveyed to the New Union District by a Forming District, or any school building leased pursuant to Article 6(C), or cease using the building to provide direct education in at least one grade, prekindergarten through grade 6, unless first approved by the voters residing in the town(s) in which the school is located. Prior to holding a vote on whether to close a school, the New Union District Board shall hold at least two public hearings regarding the proposed school closure. At least one of the public hearings shall be held in the community in which the school is located.

B. Academic Year 2021-2022 and After (Voted by electorate.)

In academic year 2021-2022 and after, the New Union District Board shall not close any school building conveyed or leased to the New Union District or cease using the building to provide direct instruction in at least one grade, prekindergarten through grade 6, unless first approved by the electorate of the New Union District. Prior to holding a vote on whether to close a school, the New Union District Board shall hold at least two public hearings regarding the proposed school closure. At least one of the public hearings shall be held in the community in which the school is located.

ARTICLE 6

Shall the Orleans Southwest Union Elementary School District amend the default Articles of Agreement, issued by the Vermont State Board of Education on November 30, 2018, as follows:

- To strike out Article 6B and 6C and replace it with a new Article 6 B and 6C, to read:

Article 6 – Real Property and Personal Property

B. Subsequent Sale of Real Property to Town in which it is Located, in Any Year in the Future (Voted by electorate.)

Subject to any requirements relating to school building closure in Article 4 and to the sale of buildings in Title 16 or any other Title of the Vermont Statutes Annotated, if the New Union District Board determines, in its discretion, that the real property, including land and buildings, conveyed to it by one or more of the Forming Districts will not be used for direct delivery of education in at least one grade or for any other purpose related to operation of the New Union District, then the New Union District shall offer for sale such real property to the town in which the real property is located, for the sum of one dollar, subject to all encumbrances of record, the assumption or payment of all outstanding bonds and notes, and the repayment of any school construction aid or grants required by Vermont law.

The conveyance of any of the above school properties shall be conditioned upon the town owning and using the real property for community and public purposes for a minimum of five years. If the town elects to use the real property exclusively for other than community and public purposes during this minimum five year period, then the town shall compensate the New Union District for all capital improvements and renovations initiated in the five years prior to the sale to the town. If the town elects to sell the real property prior to five years of ownership, then the town shall compensate the New Union District for all capital improvements and renovations initiated after July 1, 2019 and prior to the sale to the town.

If the town in which such real property is located elects not to acquire ownership of the property, then the property shall be offered for sale under the terms of this Paragraph (B) of Article 6, to each member town in the New Union District in order of the proximity of their town line to the property.

If no member town elects to acquire ownership of such real property, then the New Union District shall sell the property pursuant to Vermont statutes and upon such terms and conditions as established by the New Union District Board.

C. Real Property Leased to a Forming District (Voted by electorate.)

The New Union District shall honor any contract in effect on June 30, 2019 for the lease of real property to a Forming District until the termination date of that contract which may be no later than June 30, 2021. Renewal

of any such contract shall be at the discretion of the New Union District Board subject to any requirements relating to school building closure in Article 4.

ARTICLE 11

Shall the Orleans Southwest Union Elementary School District amend the default Articles of Agreement, issued by the Vermont State Board of Education on November 30, 2018, as follows:

- To strike out Article 11 and replace it with a new Article 11, to read:

Article 11 – Representation on New Union District Board – On and After the District’s Annual Meeting in 2021 (Voted by electorate.)

Commencing at the New Union District’s annual Meeting in 2021, the New Union District Board will transition to a Hybrid Model board composed of ten (10) members (2 Greensboro, 5 Hardwick, 1 Stannard, 2 Woodbury), elected on Town Meeting Day by Australian Ballot by the electorate of the New Union District at their respective town polls, subject to the requirements relating to nominations and preparations of ballots in Article 10 Paragraph (C), subsections (i) and (ii).

Each town clerk shall deliver the ballots to the elected Clerk of the New Union District. The District Clerk shall count the commingled votes cast by voters of the District and report the results to the public. A candidate is elected to serve in a seat allocated to the candidate's town of residence if the candidate receives a majority of the votes cast by the voters of the New Union District for that seat.

In the Spring of 2021, Stannard shall not elect a Board member. In the Spring of 2021, Hardwick shall elect three (3) Board members according to the following terms: one (1) member shall serve an initial term of two (2) years, then subsequent terms of three (3) years; and two (2) members shall serve an initial term of three (3) years, then subsequent terms of three (3) years. Expiration of Board members’ terms then shall be as follows:

Town	Term ending Spring 2022	Term ending Spring 2023	Term ending Spring 2024
Greensboro		1	1
Hardwick	1	2	2

Stannard	1		
Woodbury		1	1

Except as provided for the election of the initial members of the New Union Board in Article 10(B), and except as provided for the election of one (1) member from Hardwick in Spring of 2021 for an initial term of (2) years in this Article 11, each New Union District Board member shall serve for a period of three (3) years.

Each member of the New Union Board who serves after the expiration of terms of the initial Board members, shall be elected at an annual or special meeting of the New Union District. In the event the New Union District's annual meeting precedes Town Meeting Day, the terms of each Board member shall begin and expire on Town Meeting Day.

If the voters amend this Article 11, the amendment shall ensure that the terms of office are staggered as required by law.

ARTICLE V

Shall the Orleans Southwest Union Elementary School District amend the default Articles of Agreement, issued by the Vermont State Board of Education on November 30, 2018, as follows:

- To add Article 15 in its entirety, to read:

Article 15 – Severability (Voted by electorate.)

The provisions of any article of these Articles of Agreement are severable. If any provision of these Articles of Agreement is deemed invalid or if any application of these Articles to any person or circumstance is invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

The legal voters of Orleans Southwest Union Elementary School District are further notified that voter qualification and registration voting shall be as provided in Chapters 43, 51, and 55 of Title 17, Vermont Statutes Annotated.

Dated at Greensboro, Vermont this 14th day of May, 2019:

Kath M Ingram
Katharine M Ingram

Phoebe Slater
Phoebe Slater

Kevin G. Moore, Jr.

Lauren Arcuri

Samantha M. Friend
Samantha Friend

Luke Garguilo

Kim S. ...

Orleans Southwest Union Elementary School District Directors

Attest: Coreli Wheeler Coreli Wheeler
District Clerk

Date: 5-14-19