

**Addendum  
Board Meeting  
December 20, 2022**

# Addition to the Agenda

Carol Dawes [via barrecity.onmicrosoft.com](mailto:carol@barrecity.onmicrosoft.com)

Mon, Nov  
21, 4:18 PM

to chennbsu@buusd.org, Tina, Tina

Hey all,

I'm hoping we can get the nominating petitions questions squared away well in advance of the deadline for submissions (even though I've already received one petition). In the past we've been confused as to the articles of agreement, which spell out the process for electing the initial board (see Article II), but it's unclear if that same process is meant to be for the election of all future board members.

The main concern is the deadline for submitting petitions. The articles lay out a process where the petitions need to be submitted "...not fewer than 30, not more than 40 days prior to the date of the vote." This schedule is completely different than all other nominating petitions and is confusing to the public. Additionally, with the 30 day deadline, that puts us really close to the deadline to have ballots ready (20 days) which makes it tight on the printers.

I believe we should be governed by 16 VSA §706k:

· § 706k. Election of district officers

(a) A school director representing a member district who is to serve on the union school district board after the expiration of the terms provided for school directors in the final report shall be elected by that member district at an annual or special meeting. Such election shall be by Australian ballot in those member districts that so elect their town school district directors. Union district officers elected at an annual meeting shall enter upon their duties on July 1 following their election and shall serve a term of one year or until their successors are elected and qualified, except that if the voters at an annual meeting so vote, moderators elected at an annual meeting shall assume office upon election and shall serve for a term of one year or until their successors are elected and qualified. School directors elected at an annual meeting shall assume office upon election and shall serve a term of three years or until their successors are elected and qualified. The clerk of the union district shall, within ten days after the election or appointment of any officer or director, give notice of the results to the Secretary of State.

(b) In any member district that elects its representative directors to the union school district board, or other union district officers, by Australian ballot, statements of nomination for officers to be elected by Australian ballot shall be signed by at least 30 voters in that district or one percent of the legal voters in the district, whichever is less. The statement of nomination shall be accepted in writing by the nominee. The statement shall be filed with the clerk of the town school district no later than 5:00 p.m. on the sixth Monday preceding the day of the election.

(c) In a union district that elects one or more at-large directors by Australian ballot, a nomination shall be made by filing a statement of nomination signed by at least 60 voters from one or more member districts with the clerk of the union school district no later than 5:00 p.m. on the sixth Monday preceding the day of the election.

Can we agree this is the controlling statute? So the deadline for nominating petitions and consent forms would be the sixth Monday before the election (that's 1/30/23 for the coming year).

Thanks,

Carol

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**THE BARRE UNIFIED UNION SCHOOL DISTRICT**  
**ARTICLES OF AGREEMENT**  
**AMENDED FEBRUARY 19, 2019**

Pursuant to the State Board of Education’s final Statewide Plan dated November 28, 2018 and issued on this 30th day of November, 2018 as required and authorized by 2015 Acts and Resolves No. 46, Sec. 10(b), as amended (“Act 46”), the Barre Unified Union School District (“New Union District”) is created to provide for the prekindergarten through grade 12 education of its resident students.

**Article 1 – Creation of New Union District**

**A. Forming Districts**

The Barre City School District, the Barre Town School District, and the Spaulding Union High School District (collectively “the Forming Districts”) are merged to create the New Union District.

**B. Temporary Legal Name**

The New Union District shall be known by the name “the Barre Unified Union School District” unless and until the New Union District changes it.

**C. Resident Students**

The New Union District is responsible for the prekindergarten through grade 12 education of students residing in the towns of Barre City and Barre Town.

**Article 2 – Grades Operated and/or Tuitioned in Academic Years 2019-2020 and 2020-2021**

In academic years 2019-2020 and 2020-2021, the New Union District shall operate schools for the grades for which the Forming Districts operated schools in academic year 2018-2019 and shall pay tuition for any grades for which the Forming Districts paid tuition in that year.

**Article 3 – School Restructuring and Closing**

Any proposal by the board of the New Union District to restructure the district’s current elementary school configuration into one elementary and one middle school may not be implemented without the approval of the electorate of the Barre Unified Union School District. Any proposal by the board of the New Union District to close any school in the district may not be implemented without the approval of the electorate of the Barre Unified Union School District.

**Article 4 – Redistricting/Choice**

Students in elementary schools (PreK-8) will not be required to attend school outside of their current town of residency. Students and their families may voluntarily request assignment at another elementary school (PreK-8) according to policies on intra-district choice established by the Board.

## Article 5 – Finances

### A. Indebtedness, Including Capital Debt

The New Union District shall assume all indebtedness that may exist on June 30, 2019, including capital debt and including both principal and interest, of the Forming Districts.

### B. Operating Fund Surpluses

The New Union District shall assume all operating surpluses, deficits, and fund balances of the Forming Districts that may exist at the close of business on June 30, 2019.

The New Union District shall apply any reserve fund for the fund's specific purpose, if identified, unless otherwise determined through appropriate legal procedures.

### C. Transfer of Debt and Funds

The Forming Districts shall transfer the debt and funds specified in this Article to the New Union District on or before June 30, 2019 in accordance with procedures and timelines established by the New Union District Board.

## Article 6 – Real and Personal Property

### A. Transfer of Property to the New Union District

No later than June 30, 2019, the Forming Districts shall convey to the New Union District, for the sum of one dollar, and subject to the encumbrances of record, all of their school-related real and personal property, including all land, buildings, and contents.

### B. Subsequent Sale of Real Property to Town in which it is Located, in Any Year in the Future

*Subject to any requirements relating to school building closure in Article 3* 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 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 a town elects not 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. Subsequent Sale of Real Property Conveyed by Forming District that was a Union School District, in Any Year in the Future**

Notwithstanding Paragraph (B) of this Article 6, and *subject to any requirements relating to school building closure in Article 3* and to the sale of buildings in Title 16 or any other Title, if the New Union District Board determines, in its discretion, that the real property, including land and buildings, conveyed to it by a Forming District that was a union school district on June 30, 2019, 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 sell the property pursuant to Vermont statutes and upon such terms and conditions as are established by the New Union District Board.

**Article 7 – Transportation, Employees, and Contracts in Academic Year 2019-2020**

In academic year 2019-2020, the New Union District shall provide for the transportation of students, assignment of staff, and implementation of curriculum in a manner that is consistent with the contracts, collective bargaining agreements, and provisions of law that are in effect during that academic year.

The New Union District, through its Board, shall comply with 16 V.S.A. Chapter 53, subchapter 3, regarding recognition of the representatives of employees of the respective Forming Districts, and the SU if applicable, as the representatives of the employees of the New Union District, and the SU if applicable, and shall commence negotiations pursuant to 16 V.S.A. Chapter 57 for teachers and 21 V.S.A. Chapter 22 for other employees. In the absence of new collective bargaining agreements on July 1, 2019, the New Union District shall comply with the pre-existing master agreements pursuant to 16 V.S.A. Chapter 53, subchapter 3.

The New Union District shall honor all individual employment contracts that are in place in the Forming Districts on June 30, 2019 until their respective termination dates; provided, however, that if a Forming District enters into the contract on or after November 1, 2018, then this paragraph shall apply only if the contract expires on or before July 1, 2020.

**Article 8 – Organizational Meeting of New Union District**

**A. Date of Meeting and Public Notice**

On or before January 29, 2019, the voters of the New Union District shall hold an organizational meeting within the district on a date and at a location to be determined by the Superintendent.

The Superintendent shall post notice of the day, hour, and place of the meeting in at least one public place in each town identified in **Article 1(C)** and publish it at least once in a newspaper circulating within the New Union District. Publication and posting shall be made not more than 40 days nor

fewer than 30 days before the date of the meeting. The New Union District shall bear the cost of giving notice.

The Secretary of Education shall draw the warning for the organizational meeting.

## **B. Business to be Transacted**

The Secretary or the Secretary's designee shall call the organizational meeting to order. The voters of the New Union District shall transact the following business at the organizational meeting, with all votes conducted "from the floor:"

- i.** To elect a temporary presiding officer and clerk of the New Unified District from among the qualified voters of the district.
- ii.** To swear in the members of the Transitional Board created in **Article 9**, who shall immediately assume office and serve until the voters of the New Union District elect the initial members of the Board of Directors and those members are sworn in and assume their duties.
- iii.** To adopt Robert's or other rules of order, which shall govern the parliamentary procedures of the organizational meeting and all subsequent annual and special meetings of the New Union District.
- iv.** To elect the following officers of the New Union District from among the qualified voters of the district, which officers shall assume office upon election and serve for a term of one year or until their successors are elected and qualified:
  - Moderator
  - Clerk
  - Treasurer
- v.** To determine a date and location for the first annual meeting of the New Union District and all subsequent annual meetings, which shall be not earlier than February 1 and not later than June 1 in each year.
- vi.** To determine whether to vote on the New Union District's budget and all other public questions by Australian ballot.
- vii.** To determine whether to elect members of the New Union District Board by Australian ballot.
- viii.** To determine and approve compensation, if any, to be paid to officers of the New Union District.
- ix.** To determine and approve compensation, if any, to be paid to members of the New Union District Board.
- x.** To establish provisions for the payment of any expense incurred by the New Union District before it becomes fully operational on July 1, 2019 under a voter-approved budget for the fiscal year beginning on that date.

- xi.** To authorize the New Union District to borrow money pending receipt of payments from the State Education Fund by the issuance of its notes or orders payable not later than one year from date: provided, however, that the District is authorized by Vermont Statutes to borrow sufficient funds to meet pending obligations.
- xii.** To determine whether to authorize the Board of School Directors, pursuant to the provisions of 16 V.S.A. § 563(10) & (11)(C), to provide mailed notice to residents of the availability of the Annual Report and proposed school budget in lieu of distributing the Annual Report and proposed budget.
- xiii.** To address any other business determined to be necessary or advisable and warned as required in Paragraph (A) of this Article 8.

## **Article 9 – Transitional Board**

### **A. Creation of Transitional Board; Term of Existence**

*Until the voters of the New Union District elect the members of the initial Board of Directors as set forth in **Articles 10 and 11**, and those members are sworn in and assume their duties, the individuals serving on July 1, 2018 as Chair and Clerk of the board of directors of each Forming District identified in **Article 1**, including the board of any Forming District that is a union school district on that date, constitute the transitional board of directors for the New Union District (“Transitional Board”); provided, however, that by majority vote the board of a Forming District may designate another board member or members to serve on the Transitional Board instead of the Chair, or the Clerk, or both.*

### **B. Initial Meeting of Transitional Board**

The Superintendent of the supervisory union of which a majority of the Forming Districts are members shall convene the first meeting of the Transitional Board to occur no later than 14 days after the organizational meeting convened pursuant to **Article 8**. The agenda for this first meeting of the Transitional Board shall include the election by the Transitional Board members of:

- i.** One of their members to serve as Chair of the Transitional Board; and
- ii.** One of their members to serve as Clerk of the Transitional Board.

### **C. Purpose and Authority of Transitional Board**

During the period of its existence, the Transitional Board shall serve as the New Union District’s school board and shall perform all functions required of, and have all authority granted to:

- i.** The Transitional Board in Paragraph (D) of this Article 9; and
- ii.** The New Union District Board in these Articles of Agreement and otherwise by law.

## **D. Specific Duties of Transitional Board**

In addition to any responsibilities of the New Union District Board that can, should, or must be performed before the initial members of that Board are elected and assume office, the Transitional Board shall perform the following functions:

- i. First Draft of Proposed Budget: Prepare a *draft* of the proposed Fiscal Year 2020 budget of the New Union District, which the Transitional Board shall provide to the New Union District Board for consideration at the first meeting of the New Union District Board convened pursuant to **Article 11(B)**.
- ii. District Meeting Warnings: Prepare for and warn the following items as one or more special meetings of the New Union District:
  - a. Election of Initial Board Members: A meeting of the New Union District at which the voters shall elect initial Board members as set out more detail in **Articles 10 and 11**, in the manner determined by the voters at the organizational meeting pursuant to **Article 8(B)(vii)**.<sup>1</sup>
  - b. Amendments to Default Articles if Intended to be Effective on or before July 1, 2019: A meeting of the New Union District, which the Legislature has required to occur no later than February 28, 2019, at which the voters shall consider whether to approve any amendments to the Articles of Agreement that may be proposed by the committee authorized in 2016 Acts and Resolves No. 46, Sec. 10, as amended by 2017 Acts and Resolves No. 49, Sec. 8(d), and which is addressed in more detail in **Article 14(B)(i)**.

### **Article 10: Board of School Directors Representation**

The Board of School Directors shall have nine (9) members, with four (4) residing in and representing Barre City; four (4) residing in and representing Barre Town; and one (1) elected at-large by the voters of both municipalities. The Barre Town and Barre City specific numbers of directors are consistent with current census figures. Each time there is a new decennial census, the proportionality of the Barre Town and Barre City specific numbers of directors shall be aligned to the new counts if necessary.

The at-large Board member shall be elected by the voters of the entire New Union District, with the candidate receiving the highest vote total prevailing. The eight Board members representing a specific municipality shall be elected by the voters residing only in their municipality of residence, with the candidate(s) receiving highest vote totals prevailing.

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<sup>1</sup> See 16 V.S.A. chapter 11 for statutes addressing the process for appointing individuals to fill vacant school board seats. See also 2018 Spec. Sess. Acts and Resolves No. 11, Sec. E.500.8, which temporarily replaces those statutes with a different process.



## Article 11: Initial Directors

### A. Terms of Office

School directors will be elected for three year terms, except for those initially elected at the time of the formation of the New Union District. In the initial election of school directors, the terms of office will be as follows:

<b>Town</b>	<b>Term ending March 2020</b>	<b>Term ending March 2021</b>	<b>Term ending March 2022</b>
Barre City	2	1	1
Barre Town	1	2	1
At- Large	0	0	1

The terms of the initial school directors indicated above will include the months in between the organizational meeting and the first annual meeting.

Nominations for the office of School Director representing a specific town shall be made by filing, with the clerk of that district/town proposed as a member of the New Union District, a statement of nomination signed by at least 30 voters in that district/town or one percent of the legal voters in the district/town, whichever is less, and accepted in writing by the nominee. A statement shall be filed not fewer than 30, nor more than 40 days prior to the date of the vote.

Nominations for the office of the at-large School Director shall be made by filing a statement of nomination signed by at least 60 voters residing in the New Union District with the clerk of any district/town proposed as a necessary member of the Unified District. A statement shall be filed not fewer than 30, nor more than 40 days prior to the date of the vote.

Pursuant to the provisions of 16 V.S.A. §706j(b), directors initially elected to the New Union District shall be sworn in and assume the duties of their office.

Thereafter, members of the Board of School Directors will be elected at the Barre Unified Union School District's Annual Meeting. Terms of office shall begin and expire on the date of the school district's annual meeting. In the event the district's annual meeting precedes Town Meeting Day, the Director's terms shall expire on Town Meeting Day.

### B. Swearing-In and Assumption of Duties

Within 14 days after the initial Board members are elected, the Superintendent shall:

- i. Arrange for the Clerk of the New Union District and/or one or more town clerks within the boundaries of the District to swear in the initial elected members of the Board, who shall assume office upon being sworn in; and
- ii. Convene the first meeting of the initial members of the New Union District Board, at which time the Transitional Board created in **Article 9** shall dissolve.

- iii. At the first meeting of initial members of the New Union District Board:
  - a. The members shall elect a Chair of the Board and Clerk of the Board.
  - b. The members of the former Transitional Board shall present the draft Fiscal Year 2020 budget to the New Union District Board required in **Article 9(D)(i)** together with any supporting data or other documentation.

### **C. Preparation and Presentation of Proposed Fiscal Year 2020 Budget**

Pursuant to the provisions of Title 16, V.S.A., the New Union District Board shall prepare and distribute a proposed Fiscal Year 2020 budget (academic year 2019-2020) and the voters of the New Union District shall vote, at a special meeting of the district that the Board warns for the purpose, to appropriate the sums necessary to meet the district's expenses.

### **Article 12 – Commencement of Operations**

The New Union District, through its Board, has and shall exercise all of the authority that is necessary for it to prepare for full educational operations beginning on July 1, 2019. On or before June 30, 2019, the New Union District Board shall perform all planning, transitional, and other related duties necessary to begin operations of the New Union District on July 1, 2019, including preparing for and negotiating contractual agreements, and transacting any other lawful business that comes before the Board, provided however, that the exercise of such authority by the New Union District shall not be construed to limit or alter the authority or responsibilities of each Forming District, which shall remain responsible for providing for the education of its resident students until July 1, 2019.

### **Article 13 – Dissolution of Forming Districts; Supervisory Union**

#### **A. Dissolution of Forming Districts**

On July 1, 2019, when the New Union District becomes fully operational and is solely responsible for providing for the education of its resident students, the Forming Districts shall cease all educational operations on July 1, 2019 and shall remain in existence after that date for no more than six months for the sole purpose of completing any audits or any other task that the New Union District is legally unable to perform. Such business shall be completed as soon as possible; provided, however, that upon completion or on December 31, 2019, whichever is earlier, the New Union District shall supplant the Forming Districts and the Forming Districts shall cease to exist.

#### **B. Supervisory Union**

The Vermont State Board of Education assigns the New Union District to the Barre Supervisory Union pursuant to 16 V.S.A. § 706h as of the date of these Articles until the New Union District is fully operational on July 1, 2019.

The Vermont State Board of Education designates the New Union District a supervisory district pursuant to 16 V.S.A. § 261(c) as of July 1, 2019. The Barre Supervisory Union (the “SU”) will transfer its funds, debt, and property to the New Union District in the same manner as the Forming Districts in Articles 5 and 6. The SU shall cease to exist on December 31, 2019.

## Article 14 – Amendments

### A. Authority to Amend Articles

- i. The substance of the following Articles cannot be amended by the electorate of the New Union District, the elected board of the New Union District, the Transitional Board, or the electorate or board of any Forming District, except as expressly authorized by the Vermont General Assembly:
  - Initial Paragraph (statement of creation)
  - Article 1, Paragraph (A) (identity of Forming Districts)
  - Article 5 (financial transfer to New Union District)
  - Article 6, Paragraph (A) (real property transfer to New Union District)
  - Article 7 (continuity of contractual obligations)
  - Article 8 (organizational meeting for the new district)
  - Article 9 (transitional board to warn special meetings and prepare first draft of FY2020 budget until first board is elected)
  - Article 11, Paragraph (B) (swearing in and assumption of duties)
  - Article 11, Paragraph (C) (preparation and presentation of FY20 budget)
  - Article 12 (initial board must prepare for full operations)
  - Article 13 (dissolution of Forming Districts; SU)
  - **This Article 14, Paragraph (A)(i)**
  - Article 14, Paragraph (B) (processes by which articles are amended)
  
- ii. The substance of the following Articles can be amended only by a majority of the voters of the New Union District present and voting at an annual or special meeting of the District warned to address this issue:
  - a. Article 1, Paragraph (C) (towns of residence for which New Union District is responsible); provided, however, that such amendment must proceed pursuant to 16 V.S.A. § 721 (addition of new member town) or § 724 (withdrawal by member town in year two or after)
  - b. Article 3, (school restructuring and closure)
  - c. Article 4, (redistricting/choice)
  - d. Article 6, Paragraph (B) (sale of building to town for \$1 in all years in the future)
  - e. Article 6, Paragraph (C) (sale of existing union school building, if any, in all years in the future)
  - f. Article 10, (board membership)
  - g. Article 11, Paragraph (A) (staggered terms for initial board members)
  - h. **This Article 14, Paragraph (A)(ii)**
  
- iii. The substance of the following Articles can be amended only if approved by the voters of each town identified in Article 1(C):
  - a. Article 2 (continuity of grades operated / tuitioned in 2019-2020 and 2020-2021)
  - b. **This Article 14, Paragraph (A)(iii)**
  
- iv. The substance of the following Articles can be amended by the Board of the New Union District; provided, however, that the Board may present questions to the voters, either in the Board's discretion or upon petition of the voters:

a. Article 1, Paragraph (B) (name of New Union District)

.....

b. **This Article 14, Paragraph (A)(iv)**

**B. Process for Amending Articles of Agreement**

i. Amendments Presented to the Electorate for a Vote on or before February 28, 2019: At a meeting warned by the Transitional Board pursuant to **Article 9(D)(ii)(b)**, any proposed amendments to the Articles of Agreement developed pursuant to 2016 Acts and Resolves No. 46, Sec. 10, as amended by 2017 Acts and Resolves No. 49, Sec. 8, shall be presented to the voters of the entire New Union District pursuant to the process set forth in subsection (d)(1)-(2), which states:

*(1) After the State Board of Education issues the statewide plan ..., districts subject to merger shall have 90 days to form a committee with members appointed in the same manner and number as required for a study committee under 16 V.S.A. chapter 11, and which shall draft Articles of Agreement for the new district. During this period the committee shall hold at least one public hearing to consider and take comments on the draft Articles of Agreement.*

*(2) If the committee's articles are not approved within the 90 day period, then the provisions in the State Board's default articles of Agreement included in the statewide plan shall apply to the new district.<sup>2</sup>*

ii. Amendments Presented to the Electorate for a Vote later than February 28, 2019: At an annual or special meeting warned for the purpose, any proposed amendments to the Articles of Agreement shall be presented to the voters pursuant to the process set forth in 16 V.S.A. chapter 11.

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<sup>2</sup> The lead-in language to subdivisions (1) and (2), which is not directly applicable to this Article 14, is as follows:

*(d) The statewide plan required by subsection (b) of this section shall include default Articles of Agreement to be used by all new unified union school districts created under the plan unless and until new or amended articles are approved.*