

AGENDA



**Addison Central School District
Ad Hoc Charter Research Committee
Committee Meeting
Friday, September 9, 2022, 4:00 pm - 5:00 pm
208 Charles Avenue, Middlebury, VT & Virtual Connection**

Please click the link below to join the webinar: Link to join Webinar
<https://us06web.zoom.us/j/84006526576>

- A. Call to Order Upon Reaching A Quorum
 - 1. Introductions - Board Members, Administrators and Staff
 - 2. Action: Elect Committee Chair
 - 3. Public Comment
- B. Committee Discussion
 - 1. Scope of Work Discussion
- C. Other Business
- D. Next Committee Meeting Date/Time
- E. Adjournment

***Public Comment Guidelines:**

Public comments are encouraged and welcome at each regular board meeting during the period designated for public comment. Comments are limited to three minutes per person. Citizens will be called to make their statement by the board chair. Public comments regarding personnel, students or legal matters will not be heard by the Board.

DRAFT

<u>DRAFT</u>				
<i>ALL DISTRICTS & SUs AS OF July 1, 2021</i> Supervisory Union (SU) / Supervisory District (SD) Name	SU/SD Number	School District(s)	K-12 Grades Operated (o) / Tuitioned (t)	Town(s)
Addison Central SD	3	Addison Central School District	K-12 o	Bridport, Cornwall, Middlebury, Ripton, Salisbury, Shoreham, Weybridge
Addison Northwest SD	2	Addison Northwest School District	K-12 o	Addison, Ferrisburgh, Panton, Vergennes, Waltham
Addison-Rutland SD	4	Slate Valley Unified Union School District	K-12 o	Benson, Castleton, Fair Haven, Hubbardton, Orwell, West Haven
Barre SD	61	Barre Unified Union School District	K-12 o	Barre City, Barre Town
~~Battenkill Valley SU~~	~~60~~	(Arlington & Sandgate moved to SW VT SU)		
Bennington-Rutland SU	6			
		Mettawee School District	K-6 o / 7-12 t	Pawlet, Rupert
		Taconic & Green Regional School District	K-8 o / 9-12 t	Danby, Dorset, Landgrove, Londonderry, Manchester, Mt Tabor, Peru, Sunderland, Weston
		Winhall School District	K-12 t	Winhall
Burlington SD	15	Burlington School District	K-12 o	Burlington
Caledonia Central SU	9			
		Cabot School District	K-12 o	Cabot
		Caledonia Coop UUSD	K-8 o / 8-12 t	Barnet, Walden, Waterford
		Danville School District	K-12 o	Danville
		Peachham	K-6 o / 7-12 t	Peacham
		Twinfield Union School District	K-12 o	Marshfield, Plainfield
Central Vermont SU	68			
		Echo Valley Commuity School District	K-8 o / 9-12 t	Orange, Washington
		Paine Mountain School District	K-12 o	Northfield, Williamstown
Champlain Valley SD	14	Champlain Valley School District	K-12 o	Charlotte, Hinesburg, Shelburne, St George, Williston
Colchester SD	7	Colchester School District	K-12 o	Colchester
Essex North SU	19			
		Canaan School District	K-12 o	Canaan

		NEK Choice School District	K-12 t	Bloomfield, Brunsick, East Haven, Granby, Guildhall, Kirby, Lemington, Maidstone, Norton, Victory
Essex Westford SD	65	Essex Westford Educational Community Unified Union School District	K-12 o	Essex Town, Westford (Essex Junction)
Franklin Northeast SU	20			
		Enosburgh-Richford Unified Union School District	K-12 o	Enosburgh, Richford
		Northern Mountain Valley Unified Union School District	K-8 o / 9-12 t	Bakersfield, Berkshire, Montgomery, Sheldon
Franklin Northwest SD	21	Missisquoi Valley School District	PK-12 o	Franklin, Highgate, Swanton
Franklin West SU	22			
		Fairfax School District	K-12 o	Fairfax
		Fletcher School District	K-6 o / 7-12 t	Fletcher
		Georgia School District	K-8 o / 9-12 t	Georgia
Grand Isle SU	24			
		Alburgh School District	K-8 o / 9-12 t	Alburgh
		Champlain Islands Unified Union School District	K-6 o / 7-12 t	Grand Isle, Isle la Motte, North Hero
		South Hero School District	K-8 o / 9-12 t	South Hero
Greater Rutland Co SU	66			
		Ira School District	K-12 t	Ira
		Quarry Valley Unified Union School District	K-12 o	Poultney, Proctor, West Rutland
		Rutland Town School District	K-8 o / 9-12 t	Rutland Town
		Wells Springs Unified Union School District	K-6 o / 7-12 t	Middletown Springs, Wells
Hartford SD	54	Hartford School District	K-12 o	Hartford
Harwood SD	42	Harwood Unified Union School District	K-12 o	Duxbury, Fayston, Moretown, Waitsfield, Warren, Waturbury
Kingdom East SD	67	Kingdom East Unified Union School District	K-8 o / 9-12 t	Burke, Concord, Lunenburg, Lyndon, Newark, Sheffield, Sutton, Wheelock
Lamoille North SU	25			
		Lamoille North <i>Modified</i> Unified Union School District	K-12 o (7-12 o for Cambridge)	Belvidere, Cambridge, Eden, Hyde Park, Johnson, Waterville
		Cambridge School District	K-6 o	Cambridge
Lamoille South SD	26	Lamoille South Unified Union School District	K-12 o	Elmore, Morristown, Stowe
Maple Run SD	23	Maple Run Unified School District	K-12 o	Fairfield, St Albans City, St Albans Town
Mill River SD	33	Mill River Unified Union School District	K-12 o	Clarendon, Shrewsbury, Tinmouth, Wallingford
Milton SD	10	Milton School District	K-12 o	Milton

Montpelier-Roxbury SD	69	Montpelier Roxbury School District	K-12 o	Montpelier, Roxbury
Mount Abraham SD	1	Mount Abraham Unified School District	K-12 o	Bristol, Lincoln, Monkton, New Haven, Starksboro
Mount Mansfield SD	12	Mount Mansfield Unified Union School District	K-12 o	Bolton, Huntington, Jericho, Richmond, Underhill
North Country SU	31			
		Brighton School District	K-8 o	Brighton
		Charleston School District	K-8 o	Charleston
		Coventry School District	K-8 o / 9-12 t	Coventry
		Derby School District	K-6 o	Derby
		Holland School District	K-6 o	Holland
		Jay School District	K-6 JOINT	Jay
		Lowell School District	K-8 o	Lowell
		Morgan School District	K-6 t	Morgan
		Newport City School District	K-6 o	Newport City
		Newport Town School District	K-6 o / 7-8 t	Neport Town
		North Country Union Middle/High School District	7-12 o (Derby, Holland, Jay, Morgan, Newport City, Westfield) 9-12 o (Brighton, Charleston, Lowell, Newport Town, Troy)	Brighton, Charleston, Derby, Holland, Jay, Lowell, Morgan, Newport City, Newport Town, Troy, Westfield
		Troy School District	K-8 o	Troy
		Westfield School District	K-6 JOINT	Westfield
Orange East	27			
		Blue Mtn Union School District	K-12 o	Groton, Ryegate (Wells River)
		Oxbow Unified Union School District	K-12 o	Bradford, Newbury
		Thetford School District	K-6 o / 7-12 t	Thetford
		Waits River Valley Union School District	K-8 o / 9-12 t	Corinth, Topsham
Orange Southwest SD	28	Orange Southwest Unified Union School District	K-12 o	Braintree, Brookfield, Randolph
Orleans Central SU	34			
		Lake Region Union Elementary-Middle School District	K-8 o	Albany, Barton, Brownington, Glover, Irasburg, Westmore (Orleans)
		Lake Region Union High School District	9-12 o	Albany, Barton, Brownington, Glover, Irasburg, Westmore (Orleans)
Orleans SW SU	35			
		Craftsbury School District	K-12 o	Craftsbury
		Hazen Union High School District	7-12 o	Greensboro, Hardwick, Woodbury
		Orleans Southwest Union Elementary School District	K-6 o	Greensboro, Hardwick, Stannard, Woodbury

		Stannard School District	7-12 t	Stannard
		Wolcott School District	K-6 o / 7-12 t	Wolcott
Rutland City SD	40	Rutland City School District	K-12 o	Rutland City
Rutland Northeast SU	36			
		Barstow Unified Union School District	K-8 o / 9-12 t	Chittenden, Mendon
		Otter Valley Unified Union School District	K-12 o	Brandon, Goshen, Leicester, Pittsford, Sudbury, Whiting
South Burlington SD	16	South Burlington School District	K-12 o	South Burlington
Southwest VT SU	5			
		Arlington School District	K-12 o	Arlington
		Mt Anthony Union High School District	7-12 o	Bennington, Pownal, Shaftsbury, Woodford (North Bennington)
		North Bennington ID	K-6 t	(North Bennington)
		Sandgate School District	K-12 t	Sandgate
		Southwest VT Union Elementary School District	K-6 o	Bennington, Pownal, Shaftsbury, Woodford
Springfield SD	56	Springfield School District	K-12 o	Springfield
St Johnsbury SD	11	St Johnsbury School District	K-8 O / 9-12 t	St Johnsbury
Two Rivers SU	63			
		Green Mountain Unified Union School District	K-12 o	Andover, Baltimore, Cavendish, Chester
		Ludlow-Mt Holly Unified Union School District	K-6 o / 7-12 t	Ludlow, Mount Holly
Washington Central SD	32	Washington Central Unified Union School District	K-12 o	Berlin, Calais, East Montpelier, Middlesex, Worcester
White River Valley SU	30			
		First Branch Unified School District	K-8 o / 9-12 t	Chelsea, Tunbridge
		Granville-Hancock Unified District	K-12 t	Granville, Hancock
		Rochester-Stockbridge Unified District	K-6 o / 7-12 t	Rochester, Stockbridge
		Sharon School District	K-6 o / 7-12 t	Sharon
		Strafford School District	K-8 o / 9-12	Strafford
		White River Unified District	K-12 o	Bethel, Royalton
Windham Central SU	46			
		Marlboro School District	K-8 o / 9-12 t	Marlboro
		River Valleys Unified School District	K-6 o / 7-12 t	Dover, Wardsboro
		Stratton School District	K-12 t	Stratton
		West River <i>Modified</i> Unified Union School District	K-12 o (7-12 o for Windham)	Brookline, Jamaica, Newfane, Townshend, Windham
		Windham School District	K-6 o	Windham
Windham Northeast SU	47			

		Bellows Falls Union High School District	9-12 o	Athens, Grafton, Rockingham, Westminster
		Rockingham School District	K-8 o	Rockingham
		Windham Northeast Union Elementary School District	K-6 o / 7-8 t	Athens, Grafton, ~~Westminster~~ (7.1.22)
	7.1.2022	Westminster School District	K-6 o / 7-8 t	Westminster
Windham Southeast SU	48			
		Vernon School District	K-6 o / 7-12 t	Vernon
		Windham Southeast School District	K-12 o	Brattleboro, Dummerston, Guilford, Putney
Windham Southwest SU	49			
		Halifax School District	K-8 o / 9-12 t	Halifax
		Readsboro School District	K-8 o / 9-12 t	Readsboro
		Searsburg School District	K-12 t	Searsburg
		Stamford School District	K-8 o / 9-12 t	Stamford
		~~Southern Valley Unified Union School District~~	~~K-8 o / 9-12 t~~	~~Halifax, Readsboro~~
		Twin Valley Unified Union School District	K-12 o	Whitingham, Wilmington
Windsor Central SU	51			
		Pittsfield School District	K-12 t	Pittsfield
		Windsor Central Unified Union School District	K-12 o	Barnard, Bridgewater, Killington, Plymouth, Pomfret, Reading, Woodstock
Windsor Southeast SU	52			
		Hartland School District	K-8 o / 9-12 t	Hartland
		Mt Ascutney School District	K-12 o	West Windsor, Windsor
		Weathersfield School District	K-8 o / 9-12 t	Weathersfield
Winooski SD	17	Winooski School District	K-12 o	Winooski
INTER-STATE SCHOOL DISTRICTS				
(School Administrative Unit #70 - New Hampshire SU designation)		Dresden Interstate School District	7-12 o for VT students	Norwich (Hanover, NH)
Norwich Supervisory District	55	Norwich School District (<i>geographically within Dresden Interstate, but independent of it and not assigned to another SU</i>)	K-6 o	Norwich
Rivendell SU	64	Rivendell Interstate School District	K-12 o	Fairlee, Vershire, West Fairlee (Orford NH)

school district and that will remain in existence during the transition period for the purpose of completing any business not given to the ACSD.

Article Twelve: Forming Districts Cease to Exist

On July 1, 2017, when the ACSD becomes fully operational and begins to provide educational services to students, the school districts that become part of the new unified union school district shall cease all educational operations and shall remain in existence for the sole purpose of completing any outstanding business not given to the Addison Central School District under these articles and state law. Such business shall be completed as soon as practicable, but in no event any later than December 31, 2017 when the districts that become a part of the new unified union school district shall cease to exist. The Addison Central Supervisory Union shall cease to exist on January 31, 2018.

Article Thirteen: Australian Ballot Voting

The Addison Central School District shall vote on the annual school district budget and public questions by Australian ballot.

 Article Fourteen: Provision for Closure of a School

An affirmative vote of ten members of the Addison Central School District Board of Directors shall be required to approve the closure of a school. Prior to holding a vote on whether to close a school, the Board shall hold public hearings regarding the proposed school closure, at least one of which must be held in the town in which the school is located. Following the public hearings, the Addison Central School District Board of Directors shall give public notice of its intent to hold a vote on whether to close a school, stating the reason for the closure, at least ten days prior to the vote.

ARTICLES OF AGREEMENT

The Addison Northwest Supervisory Union Act 46 Study Committee recommends that the following Articles of Agreement be presented to the electorate of each of the named school districts in order to create a unified union district to be named the Addison Northwest School District, hereinafter referred to as the "Unified District".

Article 1 Necessary Districts

The School Districts of Addison, Ferrisburgh, Panton, Waltham, Vergennes, Vergennes Union Elementary, and Vergennes Union High School are necessary for the establishment of the Addison Northwest School District. The above-referenced school districts are hereinafter referred to as the "forming districts".

Article 2 Grades to be Operated

The Unified District will offer education to students in Pre-K through grade twelve. The Unified District is committed to providing its students with an equal educational opportunity.

Article 3 New School Facilities

No new school buildings or renovations are necessary or proposed for the formation of the Unified District. Commencing July 1, 2017, the Board of School Directors of the Unified District will operate and maintain existing school facilities in Addison, Ferrisburgh, and Vergennes and will seek to assure access to high-quality facilities for all students.

Article 4 Existing School Facilities and Real Property

No later than June 30, 2017, the forming districts will convey to the Unified District all of their school-related real and personal property, for One Dollar, and the Unified District will assume all capital debt associated therewith. The Unified District recognizes the long-term financial investments and community relationships that each city and town has with its school building(s).

Act 46 of 2015, Section 3, states "It is not the State's intent to close its small schools, but rather to ensure that those schools have the opportunity to enjoy the expanded educational opportunities and economies of scale that are available to schools within larger, more flexible governance models." In that spirit, the Board of School Directors of the Unified District will use the four facilities for the effective and efficient delivery of educational programs.

The four current school buildings will continue to function as education facilities and/or elementary, middle/high schools for at least the first four years of the new district (through June 30, 2021), unless a majority vote of the electorate of the municipality agrees with a plan to close a school facility within its border. Thereafter, a majority vote of the membership of the Board of School Directors (e.g. 7 of the 12 board members) shall be required to approve the closure of a school. Prior to holding a vote on whether to close a school, the board shall hold at least three (3) public informational meetings regarding the proposed school closure. At least one (1) of the public informational meetings shall be held in the municipality in which the school is located. If after conducting public informational meetings, the Board of Directors intends to vote on whether to close a school, at least ten days prior to the vote, it shall give public notice of its intent to hold a vote on whether to close a school, stating the reason for the closure.

In the event that, and at such subsequent time as, the Unified District determines that any of the real property acquired from Addison or Ferrisburgh, including land and buildings, conveyed to it by the forming districts, is or are unnecessary to the continued operation of the Unified District and its educational programs, the Unified District shall notify the Town of its intent to convey such real property, for the sum of One Dollar, to the Town in which the school is located. The conveyance of any such real property shall be subject to all encumbrances of record, the assumption of a payment of all outstanding bonds and notes and the repayment of any school construction and/or grants as required by Vermont law. In the event the Town elects not to acquire ownership of such real property, the Unified District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Board of the Unified District.

In the event property acquired by the Unified District from Vergennes Union Elementary School District No.44 is abandoned, or no longer used for public education purposes, or if the Unified District is dissolved, such property shall be conveyed to the City of Vergennes, the Town of Panton and the Town of Waltham in conformance with the terms of the Agreement dated June 20, 1989, by and between Vergennes Union Elementary School District No. 44, Vergennes Graded School District, Waltham Town School District and Panton Town School District, which Agreement is incorporated by reference into these Articles and is attached hereto as Appendix C. In the event Vergennes, Waltham, and Panton elect not to acquire ownership of such real property, the Unified District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the board of the Unified District.

The conveyance of any of the above school properties shall be conditioned upon the Town/City owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a Town/City elects to sell the real property prior to five years of ownership, the Town/City shall compensate the Unified District for all capital improvements and renovations completed after the formation of the Unified District and before the sale to the Town/City.

In the event that, and at such subsequent time as, the Unified District determines that any of the real property, including land and buildings, conveyed to it by the Vergennes Union High School District is

Article 15. Middle School

The new unified board will initiate a district-wide assessment of the effectiveness current educational programs for middle school students (grade 6-8) and recommend specific options for strengthening/enhancing instruction at these grade levels, including potential options for restructuring current elementary school configurations and/or the creating a designated middle school for grades 6-8 in the new unified district.



Article 16. Closing Schools

During the first four years of operation of the new unified district, no elementary school shall be closed without a majority vote of the new unified board and the consent of the electorate of the town in which the school is located. Thereafter, an affirmative vote of two-thirds of the Board of Directors shall be required to close a school.

Prior to holding a vote on whether to close a school, the Board shall hold at least three 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. If after conducting public hearings, the Board of Directors intends to vote on whether to close a school, it shall give public notice of its intent to hold a vote on whether to close a school, stating the reason for the closure, at least ten days prior to the vote.

If the Board votes close a school, a binding referendum to that effect shall be submitted to an annual or special meeting for approval by the voters of the Unified Union District. The closing shall become effective only if approved by a majority of the electorate voting at that meeting. The votes shall be counted and reported by towns, but shall be commingled and approval of the referendum shall require a majority of all those voting.

Article 17. Subsequent Admission after a No Vote

In the event that the advisable district (Walden) votes not to join the new Unified Union School District as minimally formed by an affirmative vote of the two necessary districts (Barnet and Waterford) per Article 2, the Walden school district will have until November 1, 2017 to reconsider and join the new Caledonia Cooperative Unified Union District. For the purpose of compliance with 16 VSA §721, the New Unified District consents to admission of Walden as one of the original forming districts should it reconsider its original no vote. Thereafter, admission will be determined by Vermont statutes.

Article 16

In the event that Alburgh and/or South Hero School District votes not to join the Union School District as minimally formed by Grand Isle, Isle La Motte and North Hero, each will independently have until November 30, 2017 to reconsider and join the Union School District with admission granted in advance by the Union School District. For the purpose of compliance with 16 VSA §721, the Union School District consents to Alburgh's and/or South Hero's admission. Thereafter, admission will be determined by Vermont statutes requiring favorable votes by Alburgh and/or South Hero and the Union School District.

Article 17

The Committee does not recommend any of potential forming districts' schools be closed.

Regardless of whether a union district is formed of three, four, or all five Grand Isle county school districts, consistent with Act 153 of 2010 (Sec. 3 (d)), no school within its boundaries will be closed during the first four years after the effective date of the merger.

After four years, the standard for determining that a schoolhouse shall cease operations for school purposes or the operation of the district shall require a majority decision of the board and the voted consent of the electorate in which the schoolhouse is located.

Champlain Valley SD

Article 8. Real and Personal Property

No later than June 30, 2017, the forming districts will convey to the Unified District, for the sum of One Dollar, and subject to all encumbrances of record, all of their school-related real and personal property, including all land, buildings and contents.

In the event that, and at such subsequent time as, the Board determines, in its discretion, that any of the real property, including land and buildings, conveyed to it by one or more of the forming districts is or are unnecessary to the continued operation of the Unified District and its educational programs, the Unified District shall convey such real property, for the sum of One Dollar, and 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 as required by Vermont law, to the town in which it is located.

The conveyance of any of the above school properties shall be conditioned upon the town owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a town elects to sell the real property prior to five years of ownership, the town shall compensate the Unified District for all capital improvements and renovations completed after the formation of the Unified District and prior to the sale to the town. In the event a town elects not to acquire ownership of such real property, the Unified District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Board.

In the event that, and at such subsequent time as, the Unified District determines that any real property, including land and buildings, conveyed to it by the Champlain Valley Union High School District is or are unnecessary to the continued operation of the Unified District and its educational programs, the Unified District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Board.

Beginning July 1, 2017, the Unified District will continue to use all schools existing on said date for a period of four (4) years, unless a majority vote of the electorate of the municipality in which the school is located approves a plan to close the school. After the expiration of the four-year period, decisions regarding the use of schools, including a plan to close a school, will be determined by policies and decisions of the Board of School Directors. The school closure provisions in this paragraph are not applicable to Champlain Valley Union High School.

Article 9. Board of School Directors

A forming town district's representation on the Board of School Directors will be closely proportional to the fraction that its population bears to the aggregate population of all forming school districts in the Unified District. Initial composition of the Board is based upon the 2010 Federal Census, and shall be recalculated promptly following the release

prior to June 30, 2018 that have specified conditions of use will be used in accordance with said provisions.

Article 6 Existing School Facilities and Real Property

- 6 (a) No later than June 30, 2018, the forming districts will convey to the Unified District for the sum of One Dollar, and subject to all encumbrances of record, all of their school-related real and personal property, including all land, buildings, and contents.
- 6 (b) No School building shall be closed without a majority vote of the Unified District Board of School Directors and an affirmative vote by Australian ballot of the town in which it is located.
- 6 (c) In the event that, and at such subsequent time as, the Unified District Board of Directors determines, in its discretion, that continued possession of the real property, including land and buildings, conveyed to it by one or more forming districts are unnecessary to the continued operation of the Unified District and its educational programs, the Union District shall offer for sale such real property to the town in which such 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, in addition to costs of capital improvements subsequent to July 1, 2018. The conveyance of any of the above school properties shall be conditioned upon the Town/City owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a Town/City elects to sell the real property prior to five years of ownership, the Town/City shall compensate the Unified District for all capital improvements and renovations completed after the formation of the Unified District and before the sale to the Town/City. In the event a town elects not to acquire ownership of such real property, the Unified District shall, pursuant to Vermont statutes, sell the property upon terms and conditions established by the Unified District Board of Directors.
- 6 (d) The list of specific pieces of real property that will be conveyed to the Unified District, and their valuations, is attached to these articles as **Attachment B**.

Article 7 Board Composition

The Unified District Board of Directors shall be composed of six (6) members, elected on an at-large basis by Australian Ballot vote of the voters of the Unified District, as follows:

Three (3) Directors shall be elected from candidates nominated by the legal voters of Chelsea; and

Three (3) Directors shall be elected from candidates nominated by the legal voters of Tunbridge.

All directors shall have equal votes on the Board

- F. Beginning July 1, 2018, the Unified District will continue to use all schools existing on said date for a period of four (4) years, unless a majority vote of the electorate of the municipality in which the school is located approves a plan to close the school. After the expiration of the four-year period, decisions regarding the use of schools, including a plan to close a school, will be determined by policies and decisions of the Board of School Directors.

The list of buildings, properties, and furnishings that will be conveyed to the Unified District, and their valuations, is attached to these articles as **Attachment D**.

Article 9 Board of School Directors

The Unified District Board of Directors shall be composed of eleven (11) individuals elected by Australian ballot by the voters of the municipalities in which they reside.

A forming district's representation on the Unified District Board of School Directors will be closely proportional to the fraction that its population bears to the aggregate population of all forming school districts in the Unified District. Initial Unified District School Board composition is based upon the 2010 Federal Census, and shall be recalculated by the Board of School Directors promptly following the release of each subsequent decennial census. The Board of School Directors shall have the authority to reapportion the Board based upon each decennial census. Each forming school district shall have at least one representative on the board. Subject to the previous sentence, each proportionality calculation shall be rounded to the nearest whole number.

The initial membership of the Unified Board of School Directors will be as follows:

Town/District	Population	%	Board Members
Andover	467	9%	1
Baltimore	244	5%	1
Cavendish	1367	26%	3
Chester	3154	60%	6
TOTAL	5232		11

Should Baltimore not approve this unification, the board will have 10 members.

Article 10 School Directors' Terms of Office

School directors will be elected by Australian ballot for three-year terms, except for the terms of school directors initially elected at the time of the formation of the Unified District. Candidates will be elected by a vote of the electorate of the town such candidate(s) will

- B. **Subsequent Sale of Real Property to Towns.** In the event that, and at such subsequent time as, the Unified District Board of Directors determines, in its discretion, that continued possession of the real property, including land and buildings, conveyed to it by one or more of the town elementary forming districts will not be used in direct delivery of student educational programs, the Unified District shall offer for sale such real property to the town in which such 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, in addition to costs of capital improvements subsequent to July 1, 2017.

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. In the event a town elects to sell the real property prior to five years of ownership, the town shall compensate the Unified District for all capital improvements and renovations financed by the Unified District prior to the sale to the town. In the event a town elects not to acquire ownership of such real property, the Unified District shall, pursuant to Vermont statutes, sell the property upon terms and conditions established by the Unified District Board of Directors.

- C. **Subsequent Sale of Harwood Union Real Property.** In the event that, and at such subsequent time as, the Unified District determines that any real property, including land and buildings, conveyed to it by the Harwood Union High School District, is incompatible with the responsible operation of the Unified District and its educational programs, the Unified District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Unified District Board of School Directors.
- D. **Subsequent Sale of Waterbury-Duxbury Real Property.** In the event that, and at such subsequent time as the Unified District determines that any real property, including land and buildings, conveyed to it by the Waterbury/Duxbury Union School District is incompatible with the responsible operation of the Unified District and its educational programs, the Unified District shall, pursuant to Vermont statutes, offer such real property to the towns of Waterbury and Duxbury, for the sum of One Dollar, in conformance with the terms of the Articles of Agreement between the two town school districts in acquiring such properties, which is incorporated by reference into these Articles. The transfer and sale of such property or properties shall be 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, in addition to costs of capital improvements subsequent to July 1, 2017.

The conveyance of either of the 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. In the event a town elects to sell the real property prior to five years of ownership, the town shall compensate the Unified District for all capital improvements and renovations financed by the Unified District prior to the sale to the town. In the event Waterbury or Duxbury elects not to acquire ownership of such real property, the Unified District shall, pursuant to Vermont statutes, sell the property upon terms and conditions established by the Unified District Board of Directors.

- E. **Closure of K-8 Schools.** The Unified District shall not close any schools within its boundaries during the first four years it is fully operational and providing educational



services, unless the electorate of the town in which the school is located consents to closure. Thereafter, an affirmative vote of two-thirds of the Board of Directors shall be required to close a school. Prior to holding a vote on whether to close a school, the Board shall hold at least three 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. If after conducting public hearings, the Board of Directors intends to vote on whether to close a school, it shall give public notice of its intent to hold a vote on whether to close a school, stating the reason for the closure, at least ten days prior to the vote. In the event of closure, students living in the town in which said school has been closed shall be afforded the option to attend the Unified District school closest to the place of residence unless parental choice indicates alternate preference. In determining relocation, the following will also be taken into account: space in the receiving school, classroom needs, and student to teacher ratios.

See Appendix Section B1 for description of school buildings and site values

See Appendix Section F for Report of the Waterbury Duxbury Planning Committee Approved by the State Board of Education on May 17, 1994

Article 7: Board of School Directors Representation

The Unified District Board of Directors shall be composed of fourteen individuals elected by Australian ballot by the voters of the municipalities in which they reside. Each municipality within the Unified District shall be guaranteed at least one resident representative. The number of representatives in excess of one derived from each municipality shall be determined on the basis of relative population within the Unified District. Votes shall be weighted as necessary to achieve more precise proportionality.

Each community will be allocated board members as follows. The weighted vote reflects proportionality and is based on results of the 2010 census. Board composition and weighting will be recalculated promptly following the release of each decennial census.

Initial Number of School Board Members by Town:

Town	Board Members	Population	Individual Vote Weight	Total Vote Weight
Duxbury	2	1,337	4.6	9.2 pts.
Fayston	2	1,353	4.6	9.2 pts.
Moretown	2	1,658	5.6	11.2 pts.
Waitsfield	2	1,883	6.4	12.8 pts.
Warren	2	1,705	5.8	11.6 pts.
Waterbury	4	6,827	11.5	46.0 pts.
Total	14	14,763		100 pts.

commencing July 1, 2018. Kingdom East recognizes the long term financial investments and community relationships that each town has with its school building(s). Kingdom East will encourage appropriate use of the building by the students and community according to the policies and procedures of the Kingdom East as overseen by the building administrator.

No school closings are anticipated or proposed on July 1, 2018. Pursuant to Act 153, no schools will be closed within its boundaries during the first four years after the effective date of merger unless the electorate of the town in which the school is located consents to closure. Closing a school facility after July 1, 2022 takes a positive vote of the electorate in the town in which the school is located and a super majority (greater than 79%) of the votes cast by the Kingdom East's Board of Directors.

Article 5 Transportation

The Kingdom East Board shall determine, in accordance with state and federal law, the transportation services to be provided to students in the Union School District.

Article 6 Standardization of Curricula

The forming districts of Kingdom East recognize the benefits to be gained from establishing district-wide curricula as well as their obligation to do so on or before July 1, 2018.

Article 7 Special Funds and Indebtedness

A. Capital Debt

The Unified District shall assume all capital debt as may exist on June 30, 2018, including both principal and interest, of the forming school districts that join the Unified District.

B. Operating Fund Surpluses, Deficits and Reserve Funds

The Unified District shall assume any and all operating deficits, surpluses, and fund balances of any of the forming districts that may exist at the close of business on July 1, 2018. In addition, reserve funds will be transferred to the Unified District on June 30, 2018 and will be applied for such established purposes unless otherwise determined through the appropriate legal procedures.

C. Restricted Funds

The forming school districts will transfer to the Unified District any preexisting specific endowments or other restricted accounts, including student activity and related accounts that may exist on June 30, 2018. Scholarship funds or similar accounts, held by school districts prior to June 30, 2018, that have specified conditions of use will be used in accordance with said provisions.

Articles of Agreement

The Study Committee recommends that the following Articles of Agreement be adopted by each advisable school district for the creation of a pre-Kindergarten through Grade 12 unified union school district to be named the Lamoille North Unified Union School District, hereinafter referred to as the "Unified School District".

Article 1

The Belvidere Town School District, Cambridge Town School District, Eden Town School District, Hyde Park Town School District, Johnson Town School District, and Waterville Town School District are advisable for the establishment of the Lamoille North Unified Union School District. The above referenced school districts are hereinafter referred to as the "forming districts". The Lamoille Union High School District #18 (LUHSD #18), which operates grades 7-12, and the Green Mountain Technology & Career Center would also be included in the establishment of a Unified School District, but its interests are represented by the town school districts pursuant to 16 V.S.A. 701b(b). There are no additional school districts being recommended at this time.

If all of the forming districts vote to approve the merger, the Lamoille North Unified Union School District will commence full educational operations and services on July 1, 2017 under the provisions of Act 46.

In the event that the majority of the forming districts vote to approve the merger, but one or two forming districts votes against merger, pursuant to Act 156 (2012), Sec. 17, as amended, a Modified Unified Union School District (MUUSD) will be formed. In this case, the MUUSD shall be named the Lamoille North Modified Unified Union School District. The Articles governing the Unified School District shall govern the MUUSD except as specifically provided in Articles 19-21 and Appendix A.

Article 2

The Unified School District will provide public pre-Kindergarten through Grade 12 education to all of the students in the Unified School District.

Article 3

The Unified School District School Board will comply with 16 VSA Chapter 53, subchapter 3, regarding the recognition of the representatives of employees of the respective forming districts and the LUHSD #18 as the representatives of the employees of the Unified School District and will commence negotiations pursuant to 16 VSA Chapter 57 for teachers and 21 VSA Chapter 22 for other employees. If the Unified School District has not successfully negotiated a new collective bargaining agreement by July 1, 2017, the School Board will comply with the pre-existing master agreements pursuant to 16 VSA Chapter 53, subchapter 3. The School Board shall honor all individual employment contracts that are in place for the forming school districts and the LUHSD #18 on June 30, 2017, until their respective termination dates.

Article 4

No new school buildings are necessary to, or proposed for the formation of, the Unified School District. The Unified School District School Board will assume ownership from the forming districts and the LUHSD #18 and operate existing schools commencing July 1, 2017. No school closings are anticipated or proposed on (or before) July 1, 2017. An affirmative vote to close a school after July 1, 2017 shall require a 75% majority of the School Board in two consecutive votes with at least one year between votes.

of the New Unified Union District and its educational programs, the New Unified Union District shall sell such real property, 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 as required by Vermont law, to the Town of Ludlow for One Dollar.

4. The conveyance of any school properties to a town shall be conditioned upon the town owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a town elects to sell the real property prior to five years of ownership, the town shall compensate the New Unified Union District for all capital improvements and renovations completed after the formation of the New Unified Union District and prior to the sale to the town. In the event a town elects not to acquire ownership of such real property, the New Unified Union District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the New Unified Union District Board of School Directors.
5. The School Board of the New Unified Union District shall not close or discontinue the use of any elementary school within its boundaries without a unanimous vote of the school board and an affirmative vote of the town in which the elementary school it is located.

Article 8: Board of School Directors

The New Unified Union District Board of Directors shall be composed of eight (8) directors. Directors shall be nominated from the legal voters of each town school district and shall be elected on an at-large basis by Australian Ballot vote by the voters of the New Unified Union District. Directors shall have equal votes and shall be allocated as follows: Ludlow four (4) directors and Mount Holly four (4) directors.

Article 9: Initial Board Member Terms of Office and Election

The term of office for School Directors elected on November 28, 2017 shall be one, two, or three years, respectively, plus the additional months between the date of the Organizational Meeting of the New Unified Union District (16 VSA § 706j), when the initial school directors will begin their term of office, and the date of the New Unified Union District's annual meeting in the spring of 2018, as established under 16 VSA § 706j. Thereafter, terms of office shall be three (3) years and shall begin and expire on the date of the New Unified Union District's Annual Meeting. The following table establish the dates of the initial terms of office for directors of the New Unified Union District.

Initial Term	1 Year	2 Year	3 Year
Next Election	2019	2020	2021
Ludlow	1	2	1
Mount Holly	1	2	1
Total	2	4	2

high school will be paid until they graduate. Except as specifically approved for an individual child by the New Union School District's Board of Directors, and consistent with state law, the tuitioning of grandfathered high school students shall cease on June 30, 2021, or later if a currently tuitioned student requires more time to complete his or her 12th grade education.

Article 3

The New Union School District School Board will comply with 16 V.S.A. Chapter 53, subchapter 3, regarding the recognition of the representatives of employees of the respective forming districts as the representatives of the employees of the New Union School District and will commence negotiations pursuant to 16 V.S.A. Chapter 57 for teachers and 21 V.S.A. Chapter 22 for other employees, as well as 16 V.S.A. 1802. In the absence of new collective bargaining agreements on July 1, 2016, the School Board will comply with the pre-existing master agreements pursuant to 16 V.S.A. Chapter 53, subchapter 3. The School Board shall honor all master agreements that are in place for the forming school districts on June 30, 2016 until their respective termination dates. In addition, all pre-existing contracts of non-bargaining employees will be assumed by the New Union School District.

Article 4

No new school buildings are necessary to, or proposed for, the formation of, the New Union School District. The New Union School District School Board will assume ownership and operate existing school facilities owned by the forming districts, and by Mill River Union High School # 40, commencing July 1, 2016.

No elementary school shall be closed without a unanimous vote of the New Union School District Board, and an affirmative vote of the town in which it is located.

Article 5

The New Union School District Board shall determine, in accordance with state and federal law, the transportation services to be provided to students. Such services shall be comparable to those provided at present by the Rutland South Supervisory Union's centralized transportation system.

Article 6

The forming districts of the New Union School District recognize the benefits to be gained from establishing district-wide curricula as well as their obligation to do so, and to otherwise standardize all operations on or before July 1, 2016.

Article 7

Any and all operating deficits and/or surpluses of any of the combining/forming districts shall become the property, and/or the obligation of the New Union School District, effective July 1, 2016. Those member districts with surpluses or remaining reserve funds as

- 5 (c) The forming districts will transfer to the Unified District any pre-existing school district specific endowments or other restricted accounts that may exist on June 30, 2018. Scholarship funds or like accounts held by school districts or the Supervisory Union prior to June 30, 2018 that have specified conditions of use will be used in accordance with said provisions.

Long-term debt and reserve funds are listed in **Attachment B**.

Article 6 Existing School Facilities and Real Property

- 6 (a) No later than June 30, 2018, City of Montpelier, and/or its school district and the Town of Roxbury and/or its school district, will convey to the Unified District all of their school-related real and personal property, for One U.S. Dollar, and the Unified District will assume all capital debt associated therewith. The Unified District recognizes the long-term financial investments and community relationships that each city and town has with its school building(s). The Unified District will encourage appropriate use of the building by the students and community according to the policies and procedures of the Unified District as overseen by the building administrator.
- 6 (b) In the event that, and at such subsequent time as, the Unified District School Board determines, at its discretion, and subject to the school closure provisions of Article 6 (c), that any of the real property, including land and buildings, conveyed to it under the terms of these articles, by the City of Montpelier, and/or its school district and the Town of Roxbury and/or its school district, is or are unnecessary to the continued operation of the Unified District and its educational programs, the Unified District shall offer such real property, for the sum of One U.S. Dollar, and subject to all encumbrances of record, the assumption of a payment of all outstanding bonds and notes and the repayment of any school construction and/or grants as required by Vermont law, to the city or town in which it is located.

The conveyance of any of the above school properties shall be conditioned upon the Town/City owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a Town/City elects to sell the real property prior to five years of ownership, the Town/City shall compensate the Unified District for all capital improvements and renovations completed after the formation of the Unified District and prior to the sale to the Town/City. In the event the Town/City elects not to acquire ownership of such real property, the Unified District shall sell the property upon such terms and conditions as established by the board of the Unified District School Board and pursuant to Vermont statutes,

- 6 (c) The current school buildings will continue to function as education facilities for at least the first four years of the new district (through June 30, 2022), unless a majority vote of



the electorate of the municipality agrees with a plan to close a school facility within its border.

Property to be transferred is listed in **Attachment C**.

Article 7 Board Composition

A forming district's representation on the Unified district Board of School Directors will be closely proportional to the fraction that its population bears to the aggregate population of all forming districts in the Unified District. The Initial Unified District Board of School Directors composition is based upon the 2010 Federal Census, and shall be recalculated by the Board of School Directors promptly following the release of each subsequent decennial census. Each forming school district shall have at least one representative on the board. Subject to the previous sentence, each proportionality calculation shall be rounded to the nearest whole number.

The initial membership of the Unified Board of School Directors will be as follows:

Town/District	Population/Percentage	Board Members
Montpelier	7855/92%	7 with 2 weighted votes each
Roxbury	691/8%	2 with 1 weighted vote each
Total	8546	9 members/16 votes

Article 8 Terms of Office of School Directors

Pursuant to the provisions of 16 VSA §706j(b), elected school directors shall be sworn in and assume the duties of their office. The term of office for School Directors elected at the June 20, 2017, election shall be one, two, or three years respectively, plus the additional months between the date of the Organizational Meeting of the Unified District (16 VSA §706j), when the initial school directors will begin their term of office, and the date of the Unified District's annual meeting in the spring of 2018, as established under 16 VSA §706j. Thereafter, terms of office shall be three (3) years and shall begin and expire on the date of the Unified District's Annual Meeting. The following table establishes the expiration dates of the initial terms:

Town/District	2019	2020	2021
Montpelier	2	3	2
Roxbury	1		1
TOTAL	3	3	3

The conveyance of any real property to the town in which it is located shall be conditioned upon the town owning and using the real property for community and public purposes for a minimum of five years. In the event a town elects to sell the real property prior to five years of ownership, then the town shall compensate the New SD for all capital improvements and renovations completed after the formation of the New SD and before sale to the town. In the event a town elects not to acquire ownership of such real property, then the New SD shall sell the property upon such terms and conditions as established by the New SD Board of Directors. Any sale of school property shall be in a manner that is consistent with applicable provisions of state law.

(c) School Closure. The New SD Board shall not close any school conveyed to the New SD by a Forming Elementary District within the first four (4) years of operation of the New SD. After four (4) years of operation, the New SD may close a school conveyed to the New SD by a Forming Elementary District upon affirmative votes of the New SD Board of Directors and the voters, voting by Australian ballot, of the Member Town in which the school is located.

5. Transfer of Funds

Capital Debt

The New SD shall assume all capital debt of the Forming Entities, including both principal and interest, as may exist at the close of business on June 30, 2018, with the exception that any debt incurred by a Forming Elementary District for a non-essential repair of such Forming Elementary District's school building after November 8, 2016, that will not be repaid in full on or before June 30, 2018, shall not be assumed by the new SD unless the voters of the New SD vote to assume such debt as a debt of the New SD. The governing board of the New SD shall determine what constitutes an essential repair of a school building.

Operating Fund Surpluses and Deficits

The New SD shall assume any and all general operating surpluses and deficits of the Forming Entities that may exist at the close of business on June 30, 2018. In addition, reserve funds identified for specific purposes will be transferred to the New SD and will be applied for said purpose unless otherwise determined through appropriate legal procedures.

Specified Funds

The Forming Districts will transfer to the New SD any pre-existing school district specific endowments or other restricted accounts that may exist on June 30, 2018. Scholarship funds or like accounts held by school districts prior to June 30, 2018, that have specified conditions of use will be used in accordance with said provisions.

6. The provisions of the Report and Formation Plan approved by the State Board of Education on _____, 2016, which is on file at the offices of the Addison Northeast Supervisory Union shall govern the New Supervisory District.



Article 13. Provision for Closure of a School

The New Unified Union District Board may not close any school conveyed to the unified union school district by a Forming District within the first four (4) years of operation of the New Unified Union District without the consent of the electorate of that town.

After four (4) years of operation, the New Unified Union District may close a school conveyed to the New Unified Union District by a Forming District upon an affirmative vote of 2/3 of the full board of the New Unified Union Board of Directors.

Prior to holding a vote on whether to close a school, the Board shall hold at least three 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. If after conducting public hearings, the Board of Directors intends to vote on whether to close a school, it shall give public notice of its intent to hold a vote on whether to close a school, stating the reason for the closure, at least 30 days prior to the vote.

Among the triggers for initiating a discussion, the new unified board should pay particular attention to educational quality and the viability/sustainability of the district's existing schools. As in any other major operational decision by a school board – the approval of a bond, the construction of a new school – the closure of a school shall be effective only if approved by a majority of the electorate of the new unified district voting at a special vote warned for this purpose.

Article 14. Intra-District Elementary School Choice

Before July 1, 2020, the Board of School Directors shall develop policies for offering intra-district choice (PreK-6) to the families or guardians of students matriculating in grades for which the Unified District operates multiple buildings as soon as practicable.

Policies respecting choice shall consider issues including, but not limited to, transportation, socio-economic equity, proximity to the selected building, unity of siblings, and the capacities of receiving schools and sending schools.

Article 15. Community Input Policies

The new unified board shall ensure ongoing opportunities for local input on policy and budget development. Structures to support and encourage public participation within the Windsor/West Windsor Unified Union School District will be established by the Board on or before July 1, 2019.

No school shall be closed, or building grade configuration changed, without an affirmative vote of the Franklin Northeast PK-8 UUSD Board, and an affirmative vote of the town in which the school is located.

In the event that, and at such subsequent time as, the Franklin Northeast PK-8 UUSD Board determines that any of the real property, including land and buildings, conveyed to it by one or more of the Merging Districts is or are unnecessary to the continued operation of the Franklin Northeast PK-8 UUSD and its educational programs, the Franklin Northeast PK-8 UUSD shall convey such real property, for the sum of One Dollar, and subject to all encumbrances and debt to the town in which it is located. The conveyance of any of the above school properties shall be conditioned upon the town owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a town elects to sell the real property prior to five years of ownership, the town shall compensate the Franklin Northeast PK-8 UUSD for all capital improvements and renovations completed after the formation of the Franklin Northeast PK-8 UUSD and before the sale to the town. In the event a town elects not to acquire ownership of such real property, the Franklin Northeast PK-8 UUSD shall, pursuant to Vermont Statutes, sell the property upon such terms and conditions as established by the Franklin Northeast PK-8 UUSD Board .

Article 7: Composition of Board of Directors

The Merging District's representation on the Franklin Northeast PK-8 UUSD Board will be based on an at-large hybrid model. Two seats on the Franklin Northeast PK-8 UUSD Board are apportioned to each town. Apportionment does not have to be proportional to the town's population. All voters in member towns vote on the same slate of candidates. The ballot is categorized to represent each town's apportioned seats on the Franklin Northeast PK-8 UUSD Board .

If all districts approve unification, the initial membership on the six (6) member Franklin Northeast PK-8 UUSD Board will be as follows:

Bakersfield: 2
Berkshire: 2
Montgomery: 2

If only the two necessary districts approve unification, the initial membership on the four (4) member Franklin Northeast PK-8 UUSD Board will be as follows:

Bakersfield: 2
Berkshire: 2

Article 8: Election and Terms of Office for Board of Directors

The Franklin Northeast PK-8 UUSD Board will be elected by Australian Ballot at the UUSD Annual meeting for three-year terms, except for those initially elected at the time of the formation of the Franklin Northeast PK-8 UUSD. On the initial Franklin Northeast PK-8 UUSD Board, School Director terms of office will be as follows:

Technical Career Center.

Article #4

No new school buildings or major renovations to existing school facilities are necessary to or proposed for the formation of the OSUD. The OSUD will operate existing school facilities in Braintree, Brookfield and Randolph commencing July 1, 2017. The OSUD will continue to use all existing school facilities as operational schools for a minimum period of four years commencing July 1, 2017, unless a vote of the pre-existing town school district electorate determines otherwise, as required by law.

Decisions regarding the use of schools after the fourth year will be determined by policies adopted by the OSUD Board and applicable state law. Prior to any OSUD Board vote to close a school: the OSUD Board will hold a minimum of two public hearings, one of which will be held in the school under consideration for closure. Prior to a vote by the OSUD Board, an advisory vote from the community in which a school closure is contemplated is required. A school can only be closed upon a 3/4th majority of the OSUD Board (6 of the 8 directors).

Article #5

- A. The OSUD Board shall determine in accordance with state and federal law, the transportation services to be provided to students living within the boundaries of the OSUD.
- B. The OSUD Board will comply with 16 VSA Chapter 53, Subchapter 3 and honor all pre-existing teacher, support staff and administrator master and individual contracts that are in place July 1, 2017 for the forming school districts. These master and individual contract agreements will continue until their respective specified termination dates.
- C. The OSUD will continue with the current curricula that are specified in the current Orange Southwest Supervisory Union curriculum plan. Thereafter the OSUD Board of Directors shall determine the curricula in compliance with State and Federal law.

Article #6

The OSUD will assume all capital debt of member districts, including both principal and interest, as may exist at the close of business on June 30, 2017. Likewise, any and all general operating deficits of the member districts that may exist at the close of business on June 30, 2017 will be assumed by the OSUD. Any and all fund balances resulting from general operating budgets that may exist at the close of business on June 30, 2017 will be assumed by the OSUD. All reserve funds shall be transferred to reserve funds established by the OSUD for the same purpose.

Article #7

No later than July 1, 2017 Braintree, Brookfield, Randolph School Districts and Randolph Union High School District #2 will convey to the OSUD, for one dollar

3. The name of the district shall be the Otter Valley Unified Union School District.

4. The Member Districts and the Otter Valley Union High School District No. 8 will convey to the Unified District all of their school-related real and personal property, for One Dollar, and the Unified District will assume all capital debt associated therewith and state construction aid refunding obligations, on or after the effective date of this article but prior to the Operation Commencement Date. The Unified District recognizes the long term financial investments and community relationships that each town has with its elementary school building. The Unified District will encourage use of each building by the students and community according to the policies and procedures of the Unified District.

5. In the event that, and at such subsequent time as, the Unified District determines that any of the real property, including land and buildings, conveyed to it by one or more of the Member Districts is or are unnecessary to the continued operation of the Unified District and its educational programs, the Unified District shall convey such real property, for the sum of One Dollar, and subject to all encumbrances, debt and state construction aid refunding obligations, to the town in which it is located. The conveyance of any of the above school properties shall be conditioned upon the town owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a town elects to sell the real property prior to five years of ownership, the town shall compensate the Unified District for all capital improvements and renovations completed after the formation of the Unified District and before the sale to the town. In the event a town elects not to acquire ownership of such real property, the Unified District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Unified District Board of School Directors.

6. For a period of four (4) years from the Operation Commencement Date the Unified District shall operate as public schools the following:

Leicester Central School in Leicester;
Lothrop School in Pittsford;
Neshobe School in Brandon;
Sudbury Country School in Sudbury;
And Whiting School in Whiting.

During this four (4) year period, the Unified District may not close any of these schools without first obtaining approval of a majority of the electorate of the town in which the school is located. Upon expiration of this four (4) year period, the Unified District's Board of Directors may vote to close any of these schools provided the board so votes by a two thirds (2/3) majority.

7. The Unified District shall continue to operate Otter Valley Union Middle/High School in Brandon until otherwise decided by the Board of Directors.

8. The Unified District shall commence operating the above-mentioned schools on July 1, 2016 ("Operation Commencement Date") provided this article shall have become effective by such date.

9. The Unified District shall operate schools to provide for the enrollment of all

Article 13. Restructuring a School

Any proposal to restructure the current grade configurations of one or more of the district's current schools will require an affirmative vote by a majority of the Board of Directors and a robust and transparent process of public hearings, discussion and input. Prior to holding a vote on restructuring, the Board shall hold at least two public hearings regarding the district's proposed educational plan and delivery model, in each of the forming towns. After conducting public hearings, the Board of Directors shall give notice of its intent to hold a vote on any restructuring plan at least thirty days prior to a meeting warned for that purpose, stating the reasons/rationale for its recommendations.

Article 14. Closing a School

The new Central Vermont Unified Union District Board shall not close any school conveyed to the new unified union district by a forming town within the first four (4) years of operation of the new unified union district unless approved by the voters in the town where the school is located.

Thereafter, an affirmative vote by 3/4 the Board of Directors shall be required to close a school. Prior to holding a vote on whether to close a school, the 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. If after conducting public hearings, the Board of Directors intends to vote on whether to close a school, it shall give public notice of its intent to hold a vote on whether to close a school, stating the reason for the closure, at least 30 days prior to the vote.

If the Board votes to close a school, a binding referendum to that effect shall be submitted to an annual or special meeting for approval by the voters of the Unified Union School District. The closing shall become effective only if approved by a majority of the electorate voting by Australian ballot. The votes shall be commingled and approval of the referendum shall require a majority of all those voting.

Article 15. Community Engagement

Community connections to local schools are celebrated and cherished. Each community feels that schools are the heart of the community and values and supports equitable and quality public education for their children. The new unified union board shall provide timely and sufficient opportunity for local input on policy and budget development. Structures to support and encourage public participation within the new unified union district will be established by the new unified union board of school directors on or before July 1, 2018. These structures may include local school councils that have an advisory responsibility in key areas, including but not limited to new unified union district's budget development and hiring of principals. Local school councils or school advisory committees

the formation of the Unified Union District and prior to the sale to the town. In the event a town elects not to acquire ownership of such real property, the Unified Union District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Unified Union District School Board.



C. Closure of Schools

The Unified Union District shall not close any school within its boundaries during the first four years after the effective date of merger unless the electorate of the town in which the school is located consents to closure. Closing a school facility after July 1, 2022 takes a vote of the electorate in the town in which the school is located, and a unanimous vote of the Unified Union District School Board.

Article 9

A forming town district's representation on the Unified Union District School Board will be closely proportional to the fraction that its population bears to the aggregate population of all forming school districts in the Unified Union District. Initial Unified Union District School Board composition is based upon the 2010 Federal Census, and shall be recalculated promptly following the release of each subsequent decennial census. At such time the Unified Union District School Board shall also evaluate and consider the advisability of implementing a system of at-large voting for school directors.

The number of board members from each forming school district shall be determined by dividing the population of the town or village by one ninth of the total population of the aggregate population of the village and towns within the Unified Union District.

The initial membership on the Unified Union District Board of School Directors will be as follows:

Number of School Board Members by Town

Town			Board Members
Poultney	3432	(46%)	4
Proctor	1741	(23%)	3*
West Rutland	2326	(31%)	3

**Each Board member will have .67 weighted vote which equals 2 total votes*

term financial investments and community relationships that each town has with its school building(s). The Unified District will encourage appropriate use of the building by the students and community according to the policies and procedures of the Unified District as overseen by the building administrator.

No school closings are anticipated or proposed on July 1, 2019. No schools will be closed within its boundaries after the effective date of merger unless the electorate of the town in which the school is located consents to closure. Closing a school means the Unified Board will no longer use the facility in the provision of direct educational services to students.

Article 16 - School Attendance and Enrollment

The Board of School Directors shall develop policy and programs for offering intra-district choice to the families or guardians of students matriculating in grades for which the Unified District operates multiple buildings as soon as practicable, but no later than July 1, 2019. Choice may be limited only where necessary to the legitimate operational needs of the Unified District and any applicable legal requirements. Policies respecting choice shall consider issues including, but not limited to, transportation, socio-economic equity, proximity to the selected building, unity of siblings, and the capacities of receiving schools and sending schools.

Article 17 - Local participation in policy and budget development

The Unified District Board will take appropriate steps to include residents from all member towns in policy and budget development.

To ensure the local community's influence over the character and identity of each school, the Board may establish for each school, a building based "school advisory committee". The Board will appoint members representing parents and the community at large to each committee. The principal will serve as an ex-officio member. These school committees will meet regularly, under the Vermont Open Meeting Law, to advise the Unified District Board.

The Unified District Board will provide the public opportunities for participation in policy and budget development by practices including:

- Holding meetings in different member towns,
- Holding several budget information sessions,
- Sharing information on the board and school websites, and
- Making videos of board meetings available online.

Article 6 Existing School Facilities and Real Property

- 6 (a) No later than June 30, 2018, the forming districts will convey to the Unified District for the sum of One Dollar, and subject to all encumbrances of record, all of their school-related real and personal property, including all land, buildings, and contents. The Rochester School Board will seek to sell the Dandelion Day Care building prior to June 30, 2018.
- 6 (b) No elementary school shall be closed without a unanimous vote of the Unified District Board of School Directors, and an affirmative vote of the town in which it is located.
- 6 (c) In the event that, and at such subsequent time as, the Unified District Board of School Directors determines, in its discretion, that continued possession of the real property, including land and buildings, conveyed to it by one or more forming districts are unnecessary to the continued operation of the Unified District and its educational programs, the Unified District shall offer for sale such real property to the town in which such 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, in addition to costs of capital improvements subsequent to July 1, 2018. The conveyance of any of the above school properties shall be conditioned upon the Town/City owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a Town/City elects to sell the real property prior to five years of ownership, the Town/City shall compensate the Unified District for all capital improvements and renovations completed after the formation of the Unified District and before the sale to the Town/City. In the event a town elects not to acquire ownership of such real property, the Unified District shall, pursuant to Vermont statutes, sell the property upon terms and conditions established by the Unified District Board of School Directors.
- 6 (d) The list of specific pieces of real property that will be conveyed to the Unified District, and their valuations, is attached to these articles as **Attachment D**.

Article 7 Board Composition

The Unified District Board of School Directors shall be comprised of 6 members who will initially be elected on an at-large basis by Australian Ballot vote of the voters of the Unified District in accordance with Article 9 below. Thereafter, the Board of Directors shall be elected in the manner specified in Article 11 below.

The membership of the Unified District Board of School Directors will be as follows:

Three (3) Directors shall be elected at-large from candidates nominated by the legal voters of Rochester from among the legal residents of that town;

Three (3) Directors shall be elected at-large from candidates nominated by the legal voters of Stockbridge from among the legal residents of that town.

All directors shall have equal votes on the Board.

mutual agreement regarding the use of said properties and/or buildings.

The conveyance of any of the above school properties shall be conditioned upon the town(s) owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a town(s) elects to sell the real property prior to five years of ownership, the town(s) shall compensate the Union School District for all capital improvements and renovations completed after the formation of the Union School District and prior to the sale to the town(s). In the event Castleton and Hubbardton elect not to acquire ownership of such real property, the Union School District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Union School District Board of School Directors.

- E.** Subsequent Sale of Fair Haven Union High School Property. In the event that, and at such subsequent time as, the Union School District determines that any real property, including land and buildings, conveyed to it by the Fair Haven Union High School District is unnecessary to the continued operation of the Union School District and its educational programs, the Union School District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Union School District Board of School Directors.
- F.** Closure of K-8 Schools. The Union School District shall not close any schools within its boundaries during the first four years it is fully operational and providing educational services. Thereafter, a vote of 75% or more of the Board of Directors and a positive vote of the municipality by Australian Ballot in which the school is located, shall be required to approve the closure of a school. Prior to holding a vote on whether to close a school the Board shall hold three (3) public hearings regarding the school's closure. At least one (1) of the public hearings shall be held in the community in which the school is located. If after conducting public hearings, the Board of Directors intends to vote on whether to close a school, it shall give public notice of its intent to hold a vote on whether to close a school, stating the reason for the closure, at least ten days prior to the vote.
- G.** A vote of 75% of the Board of Directors of the Unified Union School District Board would be needed to repurpose a school building for educational purposes other than direct student instruction.

Article 9 – Board of School Directors

A forming town district's representation on the Union School District Board of School Directors will be determined as an at-large "hybrid model". Membership on the Union School District Board is apportioned to each town. Apportionment does not have to be proportional to the town's population. Voters in member towns vote on the same slate of candidates. The ballot is categorized to represent each town's apportioned seats on the Union School District Board of School Directors.

At no time will a town/village corresponding to a pre-existing member school district have less than one board member with a single vote of one on the board of school directors.

The initial membership on the eighteen (18) member Union School District Board of School Directors will be as follows:

Number of School Board Members by Town

Town	Board Members
Benson	3
Castleton	3
Fair Haven	3
Hubbardton	3
Orwell	3
West Haven	3

remain in existence for the sole purpose of completing any outstanding business not given to the Union School District under these articles and state law. Such business shall be completed as soon as practicable, but in no event any later than December 31, 2018 when the forming districts shall cease to exist.

* Article 14: School Closure

The Union School District Board shall not close any school conveyed to the Union School District by a forming district within the first four (4) years of operation of the Union School District.

After four (4) years of operation, the Union School District may close a school conveyed to the Union School District by a forming district only upon an affirmative vote of 75% of the entire school board. Prior to taking such a vote, the school board must hold a public hearing in the town where the school is located, and give the electorate of the town the opportunity to advise the school board through a non-binding referendum on the issue.

This Article may only be amended by an affirmative vote of 75% of the entire school board.

Article 15: Grandfathering of School Choice Students in Grades 7 and 8

Resident students of Danby, Mt. Tabor, and Sunderland in grade 7 who attend a school other than a school operated by the Union School District during the 2017-2018 school year, may continue to attend the same school until they complete the eighth grade, and the District shall pay the tuition at a rate established by the voters. Siblings of these students in the sixth grade during the 2017-2018 school year may also choose to attend the same school or schools as their older siblings for grades 7 and 8. This grandfathering provision will expire on June 30, 2020.

Article 16: School Attendance

For the first year the Union School District is fully operational and providing educational services, students will attend elementary school according to their town of residence; however, with parental consent, the Board of School Directors may adjust student enrollment based upon individual student circumstances and needs of the Union School District.

Article 17: Local Community Input

The Union School District School Board shall provide opportunity for local input on policy and budget development. Structures to support and encourage public participation within the Union School District, such as school committees, will be established by the Union School District Board of School Directors on or before June 30, 2018.

Twin Valley W.D.

A C. Closure of Schools

The Unified Union District shall not close any school within its boundaries during the first four years after the effective date of merger unless the electorate of the town in which the school is located consents to closure. Closing a school facility after July 1, 2022, takes a vote of the electorate in the town in which the school is located, and a super majority vote (greater than 70%) of the Unified Union District School Board.

Article 9

A forming town district's representation on the Unified Union District School Board will be closely proportional to the fraction that its population bears to the aggregate population of all forming school districts in the Unified Union District. Initial Unified Union District School Board composition is based upon the 2010 Federal Census, and shall be recalculated promptly following the release of each subsequent decennial census. At such time the Unified Union District School Board shall also evaluate and consider the advisability of implementing a system of at-large voting for school directors.

The number of board members from each forming school district shall be determined by dividing the population of the town or village by one seventh of the total population of the aggregate population of the village and towns within the Unified Union District.

The initial membership on the Unified Union District Board of School Directors will be as follows:

Number of School Board Members by Town:

Town	Population	Board Members
Whitingham	1344	3
Wilmington	1876	4

Article 10

The Unified Union District School Board will be elected for three-year terms, except for those initially elected at the time of the formation of the Unified Union District. In the initial Unified Union District election, board member terms of office will be distributed as follows:

Town/District	1 Year Term 2017 - 2018	2 Year Term 2017 - 2019	3 Year Term 2017 - 2020
Whitingham	1	1	1
Wilmington	1	1	2

Pursuant to the provisions of 16 VSA §706j (b); elected school board members shall be sworn in and assume the duties of their office. The term of office for school board members elected at the May 23, 2017 election shall be one, two, or three years respectively (16 VSA §706j). One year terms begin when board members are sworn in at the initial board meeting and end on the date of the Unified Union District's annual meeting in the spring of 2018, as established under 16 VSA §706j. Thereafter, terms of office shall begin and expire on the date of the Unified Union District's annual meeting.

school facilities commencing July 1, 2018. No school closings are anticipated or proposed on July 1, 2018. Closing a school facility after July 1, 2018 takes a unanimous vote of the Union District School Board and a positive vote of the community in which the school is located.

Article 5

The Supervisory Union School Board shall determine, in accordance with state and federal law, the transportation services to be provided to students in the Union School District.

Article 6

The forming districts of the Union School District recognize the benefits to be gained from establishing a supervisory union-wide curricula as well as their obligation to do so, and to otherwise standardize their operations on or before July 1, 2018.

Article 7

Any and all operating deficits and/or surpluses of any of the combining/forming districts shall become the property, and/or the obligation of the new Union School District, effective July 1, 2018. Those member districts with surpluses or remaining reserve funds at the close of business on June 30, 2018, will transfer all such funds to the new Union School District. Any encumbered funds voted by the electorate of the school district will be used in accordance of said provisions.

Article 8

No later than June 30, 2018, the forming districts will convey to the Union School District all of their school-related real and personal property, for One Dollar, and the Union School District will assume all capital debt associated therewith. The Union School District recognizes the long term financial investments and community relationships that each town has with its school building(s). The Union School District will encourage appropriate use of the building by the students and community according to the policies and procedures of the Union School District as overseen by the principal.

In the event that, and at such subsequent time as, the Union School District School Board unanimously determines, in its discretion and subject to Article 4, that any of the real property, including land and buildings, conveyed to it by one or more of the forming districts is or are unnecessary to the continued operation of the Union School District and its educational programs, the Union School District shall convey such real property, for the sum of One Dollar, and 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 as required by Vermont law, to the town in which it is located.

The conveyance of any of the above school properties shall be conditioned upon the town owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a town elects to sell the real property prior to five years of ownership, the town shall compensate the Union School District for all capital improvements and renovations completed after the formation of the Union School District and prior to the sale to the town. In the event a town elects not to acquire ownership of such real property, the Union School

Article 14 - School closing

No school closings are anticipated or proposed on July 1, 2019. No elementary schools will be closed within its boundaries after the effective date of merger unless the electorate of the town in which the school is located consents to closure. Closing a school means the Unified Board will no longer use the facility in the provision of direct educational services to students.

Article 15 - School Attendance and Enrollment

The Board of School Directors shall develop policy and programs for offering intra-district choice to the families or guardians of students matriculating in grades for which the Unified District operates multiple buildings as soon as practicable, but no later than July 1, 2019. Choice may be limited only where necessary to the legitimate operational needs of the Unified District and any applicable legal requirements. Policies respecting choice shall consider issues including, but not limited to, transportation, socio-economic equity, proximity to the selected building, unity of siblings, and the capacities of receiving schools and sending schools.

Article 16 - Local participation in policy and budget development

The Unified District Board will take appropriate steps to include residents from all member towns in policy and budget development.

Since the Leland & Gray School Board already includes member towns in policy and budget development, the new Unified District Board can follow their established record of engagement. Steps currently in place include:

- Holding meetings in different member towns,
- Holding several budget information sessions,
- Sharing information on the board and school websites, and
- Making videos of board meetings available online.

Article 17 - Modified Unified Union School District

If a Modified Unified Union School District is formed, the following will apply:

- Initial board members will be elected from the Non-Member Elementary District (NMED) in the same number and for the same terms as described in Articles 8 and 9. Proportionality will be maintained as described in Article 8.
- Board members from the Non-Member Elementary District will have voting powers for all general MUUSD actions and decisions involving Grades 7-12, but will recuse themselves from votes on any PreK-6 program or building decisions within the MUUSD.

Windsor Central USD
(amended)

Article 13. Provisions for Closure of a School

The Unified District Board shall not close any school conveyed to the Unified District by a Forming Elementary District within the first four (4) years of operation of the Unified District unless approved by the voters in the town where the school is located.

No school shall be closed except in accordance with the New Unified District "Annual Report", "Campus Sustainability", and "School Closure" policies. Each campus will be reviewed annually to assess and report on their educational, fiscal and enrollment conditions. If a campus fails to meet optimum targets in these categories, measured on a three consecutive year average and as described in the policies, closure may be formally contemplated.

If a campus has met the thresholds defined in the Campus Sustainability Policy including a per-pupil cost of 120%; and a subsequent recommendation for closure has been made by the Superintendent in the Annual Report, a formal Board conversation on the subject shall commence. If the Board decides to move forward with the question of the closure of a campus, the Board will vote on whether to bring the question to the voters. If there is an affirmative Board vote of at least 75% to move forward with possible closure, a vote will be held in the affected town. A campus shall not be closed without a supermajority of 60%.

In cases where the per-pupil cost has exceeded 130% at the campus in question over three years, the Board is still required to have a vote with a supermajority of 75% to move forward. A vote will be held in all towns within the district by Australian ballot and a combined supermajority of 60% shall be required. Votes shall be reported by each town.

A town meeting will be held in the affected town preceding a vote if the per-pupil cost at the campus is 120-129%. When 130% or greater, a town meeting will be held in each of the district's towns preceding a vote.

Modification of the terms and conditions provided for in this Article shall be considered matters of public question and shall be submitted to the qualified voters of the New Unified District for ratification.