

Articles of Agreement (Lamoille North)

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 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 School District. The above referenced school districts are hereinafter referred to as the "forming districts". 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 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 Towns vote to approve the merger, but one or two towns vote against merger, pursuant to Act 56, a Modified Union School District (MUSD) will be formed. In this case, the MUSD shall be named the Lamoille North Modified Union School District.

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 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 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 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.

Article 5

The Unified School District School Board shall decide, pursuant to state and federal law, the transportation services to be provided to students in the Unified School District.

Article 6

The forming districts of the Unified 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 their operations on or before July 1, 2017.

Article 7

Any and all operating deficits and/or surpluses of any of the combining/forming districts shall become the assets, and/or the obligation of the Unified School District, effective July 1, 2017. Those member districts with surpluses or remaining reserve funds at the close of business on June 30, 2017, will transfer all such funds to the Unified School District. Funds designated for a specific purpose by the electorate shall remain designated for that purpose.

Article 8

No later than June 30, 2017, the forming districts will convey and assign to the Unified School District all of their school-related real and personal property, for One Dollar, and the Unified School District will assume all capital debt associated therewith. The Unified School District recognizes the long term financial investments and community relationships that each town has with its school building(s). The Unified School District will encourage appropriate use of the school buildings by the students and the community according to the policies and procedures of the Unified School District. Current written community use policies and procedures will be maintained for for each forming district's school building for the first five years of new ownership. Changes to written community use policies and procedures after the first five years shall require a 75% majority vote of the Unified School District Board after three (3) warnings.

In the event that, and at such subsequent time as, the Unified School District Board of School Directors determines, in its discretion, that any of the real property conveyed to it by any of the forming districts is unnecessary to the continued operation of the Unified School District and its educational programs, the Unified School District shall convey such real property, for the sum of One Dollar, 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 the real property 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 School District for all capital improvements and renovations, except those paid for with earmarked funds, completed after the formation of the Unified 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 Unified School District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Unified School District Board of School Directors.

In the event that, the Unified School District determines that any real property conveyed to it by the Lamoille Union High School, Lamoille Union Middle School and Green Mountain

Technology & Career Center, is unnecessary to the continued operation of the Unified School District and its educational programs, the Unified School District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Unified School District Board of School Directors.

Article 9

A forming town district's representation on the Unified School 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 School District. Initial Unified School 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 School 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 eighteenth of the total population of the aggregate population of the village and towns within the Unified School District.

At no time will a town/village corresponding to a pre-existing member school district have less than one board member with a weighted vote of one on the board of school directors. Subject to the previous sentence, each proportionality calculation shall be rounded to the nearest whole number.

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

Number of School Board Members by Town

Town	Board Members
Belvidere (348) 3%	1
Cambridge (3659) 30%	5
Eden (1323) 11%	2
Hyde Park (2954) 24%	4
Johnson (3446) 28%	5
Waterville (673) 5%	1

Article 10

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

Distribution of Initial One-Year, Two-Year and Three-Year Terms:

Town/District	1 Year Term	2 Year Term	3 Year Term
Belvidere		1	
Cambridge	2	1	2
Eden	1		1
Hyde Park	1	2	1
Johnson	2	1	2
Waterville		1	

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 April 12, 2016 election shall be one, two, or three years respectively, minus any time between the date of the Organizational Meeting of the Unified School District (16 VSA §706j), when the initial school directors will begin their term of office, and the date of the Unified School District's annual meeting in the spring of 2017, as established under 16 VSA §706j. Thereafter, terms of office shall begin and expire on the date of the Unified School District's annual meeting.

Article 11

The proposal forming this Unified School District will be presented to the voters of each forming school district on April 12, 2016. The candidates for the new Unified School District Board of School Directors will be elected on the same date, as required by law. Nominations for the office of union school director representing any district/town shall be made by filing with the clerk of that school district/town proposed as a member of the union, a statement of nomination signed by at least 30 voters in that district or one percent of the legal voters in the district, whichever is less, and accepted in writing by the nominee. A statement shall be filed not less than 30 nor more than 40 days prior to the date of the vote.

Article 12

Upon an affirmative vote of the electorates of the school districts, and upon compliance with 16 VSA §706g, the Unified School District shall have and exercise all of the authority which is necessary in order for it to prepare for full educational operations beginning on July 1, 2017. The Unified School District shall, between the date of its organizational meeting under 16 VSA §706j and June 30, 2017, develop school district policies, adopt curriculum, educational programs, assessment measures and reporting procedures in order to fulfill the Education Quality Standards (State Board Rule 2000), prepare for and negotiate contractual agreements, set the school calendar for Fiscal Year 2018, prepare and present the budget for Fiscal Year 2018, prepare for Unified School District Annual Meeting(s) and transact any other lawful business that comes before the Board, provided, however, that the exercise of such authority by the Unified School District shall not be construed to limit or alter the authority and/or responsibilities of the Belvidere Town School District, Cambridge Town School District, Eden Town School District, Hyde Park Town School District, Johnson Town

School District, Waterville Town School District and the Lamoille Union School District 18. The Unified School District shall commence full educational operations on July 1, 2017.

Article 13

The Unified School District Board of School Directors shall propose annual budgets in accordance with 16 VSA Chapter 11.

The annual budget vote shall be conducted by Australian ballot pursuant to 17 VSA Chapter 55.

Article 14

On July 1, 2017, when the Unified School District becomes fully operational and begins to provide educational services to students of the Belvidere Town School District, Cambridge Town School District, Eden Town School District, Hyde Park Town School District, Johnson Town School District, Waterville Town School District, Lamoille Union High School, Lamoille Union Middle School and Green Mountain Technology & Career Center shall cease all educational operations and shall remain in existence for the sole purpose of completing any outstanding business not given to the Unified 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. The Lamoille North Supervisory Union shall cease all operations within a reasonable timeframe of the completion of all outstanding business of its member school districts, but in no event any later than January 31, 2018.

Article 15

Cost-Benefit Analysis (*See Appendix B*)

Article 16

Information on school configurations and school enrollment plan (*See Appendix C*)

Article 17

For at least the first three years that the Unified School District is fully operational and providing educational services, students may attend the elementary school in the 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 Unified School District. After July 1, 2020, the Board of School Directors will have the authority to adjust school building designations, school attendance and school configurations throughout the Unified School District.

Article 18

The Unified School District school board shall provide opportunity for local input on policy and budget development. Structures to support and encourage public participation within the Unified School District will be established by the Unified School District Board of School Directors on or before June 30, 2017. The school district board may create strategies for local participation at each school, and have procedures to receive input from each school.

Article 19

If a Modified Union School District is formed, PreK-6 districts that vote against merger shall be referred to as Non-Member Elementary Districts (NMED). Board representation in the Modified Union School District will be as proportional as represented in the chart under

Article 9, including full proportional representation from each NMED. Board members from the NMED will have voting powers for all general Union District actions, but will recuse themselves from votes on any unique Union District PreK-6 program or building decisions.

Article 20

If all towns vote to approve the merger (or join within one year under Article 21), the Union District shall succeed and assume the functions of the Lamoille North Supervisory Union ("LNSU"), and the Union District will function as a supervisory district as per Act 153 and 16 VSA §261(c).

In the event that the majority of towns vote to approve the merger but one or two towns vote against merger, the LNSU shall perform the functions of a supervisory union for both the Modified Union School District and the Non-Member Elementary Districts (NMED). The governance of the LNSU shall be as follows:

A. Each elected representative on the Modified Union School District Board shall also serve as a member of the LNSU governing Board.

B. In addition, each NMED school board shall appoint one representative who will serve as a member of the LNSU governing Board.

C. The LNSU shall use weighted voting on supervisory union business. The representative elected and appointed from an NMED to the LNSU shall each have a fractional vote so that their combined votes equals the number of representatives from the community on the Modified Union School District Board. (For example, if a NMED has two elected representatives on the Modified Union School Board, one more person would be appointed by that NMED's school board, and each of these persons would have two-thirds of a vote on supervisory union matters). The representatives from all other communities shall each exercise one vote. In this manner, voting on LNSU matters represents the same proportional representation by town as reflected in the composition of the eighteen member Modified Union School District Board.

D. The Modified Union School District and the LNSU shall conduct joint meetings with a single agenda, provided that weighted voting described in this Article is used for all supervisory union matters, and that representatives appointed by the NMED may not vote on Modified Union School District matters.

When charging or assessing an NMED for services provided by the Union District or LNSU, the charge or assessment may be made on the basis of the actual cost incurred by the Union District or LNSU for providing the service to the NMED. The calculation of the actual cost of charges or assessments to an entity that is not a member may be based upon any relevant factors, including (but not limited to):

1) The cost associated with collecting the underlying data and preparing the separate calculation and assessment for a NMED, which cost would not be needed in the absence of the provision of services to non-members;

2) Reasonable charge for the embedded cost associated with the standby capacity to provide the service to a NMED;

3) The incremental costs of providing specific services to a NMED. Charges or assessments may also be made on the basis of a reasonable allocation proxy. Charges or assessments to a NMED may be made on a different basis from the costs allocated to the Union District. Charges or assessments may be made on the basis of a reasonable

estimate, subject to adjustment when actual costs are known. The Union District Board and the LNSU shall determine the standards for determining charges or assessments. Expectations are that the Union District will not subsidize a NMED and that charges will reflect fairness to the LNSU, Union District and any NMED. Charges or assessments will comply with state law and applicable accounting standards.

Article 21

A district voting to remain independent will have one year to reconsider and join the Union District by voting in favor of joining no later than April 12, 2017. For the purpose of compliance with 16 VSA §721, the Union District consents to admission. Thereafter, admission will be determined by state statutes which require favorable votes by both the Non-Member Elementary District and voters of Lamoille North Modified Union School District.