

First Draft Template

Articles of Agreement (Lamoille North)

The Study Committee recommends that the following Articles of Agreement be adopted by each [advisable/necessary] 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/necessary] 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 YES to approve the merger, but one or two towns vote NO, pursuant to Act 56, a Modified Union School District will be formed. In this case, the new district will be the Lamoille North Modified Union School District.

Article 2

The Unified School District will provide public pre-kindergarten through grade twelve 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. In the absence of new collective bargaining agreements on 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 school facilities commencing July 1, 2017. No school closings

are anticipated or proposed on (or before) July 1, 2017. Closing a school facility after July 1, 2017, takes a 75% majority in two (2) votes taken in two (2) consecutive years.

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 that have been designated for a specific purpose by the electorate shall remain earmarked for the stated purpose.

Article 8

No later than June 30, 2017, the forming districts will convey 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 building by the students and the community according to the policies and procedures of the Unified School District as overseen by the building administrator. Current community use procedures will be grandfathered in each community for the first five years of new ownership. Changes to written grandfathered community use procedures after the first five years will take over a 75% majority vote of the Unified School District Board after three (3) warnings, so long as the use is consistent with district policy.

In the event that, and at such subsequent time as, the Unified School District Board of School Directors unanimously 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 School District and its educational programs, the Unified 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 Unified School District for all capital improvements and renovations 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, and at such subsequent time as, the Unified School District determines that any real property, including land and buildings, conveyed to it by the Lamoille Union High School, Lamoille Union Middle School and Green Mountain Technology & Career Center, is or are 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 March 1, 2016 election shall be one, two, or three years respectively, plus the additional months 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, and Waterville Town School District. 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 A*)[*To be developed.*]

Article 16

Information on school configurations and school enrollment plan (*See Appendix B*) [*To be developed.*]

Article 17

For at least the first three years that the Unified School District is fully operational and providing educational services, students may attend elementary school according

to their town/district of residence; provided 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 attendance boundary lines and school configurations within the Unified School District. Students currently enrolled in elementary schools at the time of the merger

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.