

Articles of Agreement

The Study Committee recommends that the following Articles of Agreement be adopted by each necessary and advisable school district for the creation of a pre-Kindergarten – Grade 12 Unified Union School District to be named Essex-Westford Community Unified Union School District (hereinafter “Essex-Westford Community School District” or “Union School District”).

**Article 1**

The School Districts of Essex Junction, Essex Town, and Essex Union High School District #46 are necessary for the establishment of the Essex-Westford Community School District. The Westford School District is advisable to include in the formation of the Essex-Westford Community 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 Essex-Westford Community School District will commence full educational operations and services on July 1, 2017 under the provisions of Act 46. In the event that Essex Junction and Essex Town school districts each vote YES to approve the merger, but Westford votes NO, pursuant to Act 153 of 2010, a Regional Education District is established and will commence full educational operations and services on July 1, 2017.

**Article 2**

The Union District will provide pre-kindergarten through grade twelve education to all of the students in the Union District. Westford students enrolled and attending a public or an approved independent high school (grades 9-12) during the 2016-2017 school year at the expense of the Westford School District as tuitioned high school students shall be “grandfathered.” Such tuitioned students shall be permitted the option to continue to attend as tuitioned students from the Union District the same public or approved independent school. ~~as tuitioned students from the Union District.~~ Except as specifically approved by the Union District’s Board of School Directors, and consistent with state law, the tuitioning of grandfathered high school students shall cease on June 30, 2020.

**Article 3**

The Union 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 Union District and will commence negotiations pursuant to 16 VSA Chapter 57 for teachers and 21 V.S.A Chapter 22 for other employees. In the absence of new collective bargaining agreements on July 1, 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 Union District. The Union District School Board will assume ownership and operate existing school facilities commencing July 1, 2017.

**Article 5**

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

**Article 6**

The forming districts of the Union District recognize the benefits to be gained as well as the obligation to establish district-wide curricula, 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 property, and/or the obligation of the Union District, effective July 1, 2017. Those member districts with surpluses or remaining reserve funds as of the close of business on June 30, 2017, will transfer all such funds to the Union School District.

**Article 8**

**Original Version & New High School Provision**

**Article 8**

*The Union District recognizes the long term financial investments and community relationships that each town has with its elementary school building. The Union District will encourage appropriate use of the building by the students and community according to the policies and procedures of the Union District as overseen by the building administrator.*

*No later than June 30, 2017, the forming districts will convey to the Union District, for one dollar each, and subject to all encumbrances of record, all of the real estate and personal property owned by them, including all land and buildings.*

*In the event that the Union District School Board determines that any individual school building and real property is unnecessary to the operation of the District's educational program and that it is in the best interest of the Union District to sell said building or real property, the right of first refusal will be given to the respective municipality in which the building or real property is located to purchase the school building or real property for \$1.00 plus:*

- 1. The value of any capital improvements to the building(s) or real property, including outstanding bonds, notes, or other legal obligations related to capital improvements, less straight line depreciation, funded in whole or in part by the Union District; and*
- 2. The repayment of any school construction aid or grants required by the State of Vermont.*

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

*is or are unnecessary to the continued operation of the Union District and its educational programs, the Union District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Union District Board of School Directors.*

*The sale of any school properties by the Union District shall be consistent with any applicable provisions of state law.*

### **Revised Version & New High School Provision**

#### **Article 8**

*No later than June 30, 2017, the forming districts will convey to the Union District all of their school-related real and personal property, for One Dollar, and the Union District will assume all capital debt associated therewith. The Union District recognizes the long term financial investments and community relationships that each town/village has with its school building(s). The Union District will encourage appropriate use of the building by the students and community according to the policies and procedures of the Union District as overseen by the building administrator.*

*In the event that, and at such subsequent time as, the Union District Board of School Directors 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 Union District and its educational programs, the Union District shall convey such real property, for the sum of One Dollar, and subject to all encumbrances of record, ~~including~~ **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/village in which it is located. The conveyance of any of the above school properties shall be conditioned upon the town/village owning and utilizing the real property for community and public purposes for a minimum of five years. In the event a town/village elects to sell the real property prior to five years of ownership, the town shall compensate the Union District for all capital improvements and renovations completed after the formation of the Union District and prior to the sale to the town/village. In the event a town/village elects not to acquire ownership of such real property, the Union District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Union District Board of School Directors.*

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

#### **Article 9**

A forming town district's representation on the Union 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 Union District. Initial 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. 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 Union School District. Initially, Westford, a town corresponding to a pre-existing member school district, shall elect two members on the Essex-Westford Community School District Board who will have a weighted vote of one.

At no time will a town/village corresponding to a pre-existing member school district have less than two board members 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 Union School District Board of School Directors will be as follows:

Town/Village	Board Members
Essex Junction	4
Essex Town	4
Westford	2*
*Each Board member will have .5 weighted vote (=1.0 Total vote)	

**Article 10**

Union 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 Union District. In the initial Union District board member terms of office will be as follows:

Town/District	1 Year Term	2 Year Term	3 Year Term
Essex Junction	2	1	1
Essex Town	1	1	2
Westford	1	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 November 3, 2015 election shall be one, two, or three years respectively, plus the additional months between the date of the Organizational Meeting of the Union District (16 VSA §706j), when the initial school directors will begin their term of office, and the date of the Union District’s annual meeting as established under 16 VSA §706j. Thereafter, terms of office shall begin and expire on the date of the Union District’s annual meeting.**

**Article 11**

The proposal forming this Union District will be presented to the voters of each forming school district on **November 3, 2015**. The candidates for the new Union 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 district, and upon compliance with 16 VSA §706g, the Union 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 Union 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 Union 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 Union District shall not be construed to limit or alter the authority and/or responsibilities of the School Districts of Essex Junction, Essex Town, Essex Union High School #46, Westford Town and the Chittenden Central Supervisory Union.

The Union District shall commence full educational operations on July 1, 2017.

#### **Article 13**

The Union 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 Union District becomes fully operational and begins to provide educational services to students, the Essex Junction, Essex Town, Essex Union High School #46 and Westford School districts shall cease all educational operations and shall remain in existence for the sole purpose of completing any outstanding business not given to the Union 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 Chittenden Central 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 **Attachment A**). *Narrative to be developed*

**Article 16** (See **Attachment B** for further information on school choice, school configurations and school enrollment plan)

**Article 17**

For at least the first year that the Union District is fully operational and providing educational services, students will attend elementary school and middle school according to their town/district of residency; provided however, the Board of School Directors may adjust student enrollment based upon individual student circumstances and needs of the Union District. After July 1, 2018, the Board of School Directors will have the authority to adjust school attendance boundary lines and school configurations within the Union District.

**Article 18**

The Union District school board shall provide opportunity for local input on policy and budget development. Structures to support and encourage public participation within the Union District will be established by the Union District Board of School Directors on or before June 30, 2017.

**Article 19**

In the event that the Westford School District votes not to join the Union District, it will have **June 30, 2016** to reconsider and join the Union District by voting in favor of joining no later than **June 30, 2017** with admission granted in advance by the Union District. For the purpose of compliance with 16 VSA §721, the Union District consents to Westford's admission. Thereafter, admission will be determined by Vermont statutes which require favorable votes by both Westford and the Union District.

**Article 20**

In the event that Westford votes not to become a member of ~~said~~ **the** Unified Union School District, ~~then~~ the pre-Kindergarten-Grade 12 ~~Unified~~ Union School District will be named the Essex Community Unified Union School District.