

**AGENCY OF EDUCATION**  
**Barre, Vermont**

**TEAM:** School Governance Team

**ITEM:** Will the State Board of Education find that the proposed formation of a unified union school district to be created by five member districts of the **WINDHAM SOUTHEAST SUPERVISORY UNION (WSESU)** is “in the best interests of the State, the students, and the school districts,” and will the State Board therefore vote to approve the attached report of the WSESU Act 46 Study Committee (Study Committee)?

**RECOMMENDED ACTION:**

- 1. That the State Board of Education finds that the proposed formation of a new unified union school district by five member districts of the WSESU is “in the best interests of the State, the students, and the school districts” pursuant to 16 V.S.A. § 706c(b).**
- 2. That the State Board of Education votes to approve the attached report of the WSESU Study Committee.**
- 3. That the State Board of Education votes to approve the assignment of the new unified union school district, if formed, to the Windham Southeast Supervisory Union for the purpose of receiving administrative and other transitional assistance. Assignment would be for the period beginning on the date on which the unified union school district becomes a legal entity pursuant to 16 V.S.A. § 706g and ending on the date on which the Board designates the union school district to be its own supervisory district, if the Board takes such action.**

**STATUTORY AUTHORITY:** 16 V.S.A. § 706c; Act 46 (2015), as amended; Act 153 (2010), Secs. 2-4, as amended

**BACKGROUND INFORMATION:** The WSESU consists of six school districts located in five towns, currently representing four distinct models of education governance:

- two elementary school districts, both of which operate one or more schools offering PK/K-6 (Brattleboro; Guilford)
- two elementary school districts, both of which operate a school offering PK/K-8 (Dummerston; Putney)
- one union high school district, of which the previous four elementary school districts are members and which operates a school offering Grades 7-12 (Brattleboro Union High School District #6), but in which only students residing in Brattleboro and Guilford are enrolled for Grades 7-8; BUHSD #6 also operates the Windham Regional Career Center

- one PK-12 town school district that operates a school offering PK/K-6 and pays tuition for students in Grades 7-12 (Vernon)<sup>1</sup>

In November 2015, the five WSESU town school districts formed the Study Committee pursuant to 16 V.S.A. § 706 on their own behalf and representing the Brattleboro Union High School District.<sup>2</sup> The Study Committee now proposes to create a new unified union school district (New Unified District) that provides for the education of its resident students by operating one or more schools for all grades.

The Study Committee identifies five school districts as “necessary” to the proposal pursuant to 16 V.S.A. § 706b(b)(1): Brattleboro; Dummerston; Guilford; Putney; and BUHSD #6.

The Study Committee does not identify any school districts as “advisable” to the proposal pursuant to 16 V.S.A. § 701b(b)(2).

In FY2016, the combined average daily membership (ADM) of the five “necessary” districts was 2,185.75 (Brattleboro – 826.3; Dummerston – 167.2; Guilford – 165.7; Putney – 171.56; and BUHSD #6 (less Vernon) – 854.99). The FY2016 PK-12 ADM attributable to Vernon was 341.45.

The electorate of each “necessary” town school district will vote on November 7, 2017 whether to approve creation of the New Unified District:

If the New Unified District is formed, then the Study Committee anticipates that the State Board will subsequently consider designating it as a supervisory district pursuant to 16 V.S.A. § 261(d) and, if necessary, will determine the appropriate supervisory union assignment for the Vernon School District.

## **WINDHAM SOUTHEAST UNIFIED DISTRICT**

If approved by the State Board and the voters of the four town elementary districts before December 1, 2017, the New Unified District would be eligible for incentives and protections under Act 153, Secs. 2-5, as amended, because it would be a unified union district formed by the merger of at least four existing districts.

The New Unified District, which would be known as the Windham Southeast Unified District, would provide for the education of all resident PK-12 students by operating one or more schools for each grade. The proposal would unify five existing school districts into a single unified district responsible for operating multiple schools located throughout the district. It would replace all current governing bodies with one unified union school board, which would also serve the same functions as a supervisory union board if the State Board subsequently designates the New Unified District a supervisory district.

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<sup>1</sup> For some years, Vernon was a member of the BUHSD #6 but also used its town elementary school district budget to pay tuition for students in Grades 7-12 who wished to enroll in a different high school. The State Board will formalize the withdrawal of Vernon from the BUHSD #6 on September 20, 2017. See that agenda item for details.

<sup>2</sup> The Vernon school board voted to cease participation in the study committee in April 2016. Vernon representatives continued to attend many study committee meetings but did not participate in a formal capacity.

The New Unified District would be governed by a unified school board of nine members, seven of whom would be allocated to the four towns based upon the town's relative population and two of whom would be fully at-large members.

In the first year of operation, students would attend elementary and middle school based upon their town of residence. The Unified Board would be required to develop policy and programs for offering intra-district choice in grades for which the New Unified District operates multiple school buildings by July 1, 2020. Among other factors, the policies would be required to address transportation, socio-economic equity, and unity of siblings.

The Unified Board would also be required to develop policies and procedures that encourage local input on school programs and to establish school-based leadership councils based upon parameters that the Articles set out in great detail.

During the first five years of operation, a currently operating school building offering K-6 or K-8 could be closed only if approved by the voters of the town in which the building is located. In years six and after, a building could be closed upon a vote by three-quarters of the full Unified Board membership after one year of study and public input. The Articles detail considerations upon which any vote to close a school building would be based and options available to students upon closure of a building.

If an elementary school building is closed and would no longer be used for public education purposes, then town in which the school building is located would have the right of first refusal and could purchase the property for \$1.00, provided that the town agreed to use the property for public and community purposes for a minimum of five years. The proposal includes provisions addressing use for these purposes for fewer than five years.

All future votes on the budget and Board membership would be by Australian ballot.

**POLICY IMPLICATIONS:** By enacting Act 46, which incorporated the provisions of Act 153 (2010), the General Assembly declared the intention to move the State toward sustainable models of education governance designed to meet the goals set forth in Section 2 of the Act. It was primarily through the lens of those goals that the Secretary has considered whether the Study Committee's proposal is "in the best interests of the State, the students, and the school districts" pursuant to 16 V.S.A. § 706c.

The Study Committee has been meeting to discuss current strengths and challenges, and the potential benefits of unification, since its inception in late 2015. During that time, it reviewed and compared educational opportunities, demographics, behavioral and other supports available throughout the school day, costs, and assessment results. The Study Committee also compared the current staffing patterns in the various schools with potential staffing in a unified system.

The Study Committee is quick to acknowledge the good work of teachers, support staff, and administrators throughout the region, as well as the unique culture of each school and strong tradition of community involvement. In addition, the Committee states that there is a "history of trust among teachers, administrators, and Central Office personnel" that has already resulted in some shared services and staffing.

The Study Committee envisions that unification will result in a single mission and vision that will benefit all students in the region, regardless of the town in which they reside. It anticipates that educational benefits will include opportunities:

- to offer comprehensive extended day and summer program throughout the New Unified District, including academics, art, music, drama, and physical activities
- to make Title I programming available to more students
- to “expand foreign language offerings, technology integration and enrichment opportunities through hiring and sharing highly qualified teachers”
- to provide better continuity for students whose families move from one town to another within the New Unified District
- to attract and retain high quality teachers based on an ability to offer full-time positions and who can be shared or transferred as needed
- to allow for more flexibility for staff to create expanded programming
- to make use of teacher leaders to provide professional development and peer guidance among schools

The WSESU experienced system-wide savings from the previous consolidation of transportation, food service, collective bargaining, and special education. The Study Committee anticipates that district unification will result in additional savings by gaining “flexibility to adjust staffing assignments to maximize student/teacher ratio” as well as through more efficient financial planning, streamlined accounting systems, larger scale purchasing, and consolidation of custodial services.

The Study Committee identified initial, ongoing cost reductions of \$100,000 in connection with audits, board stipends, and professional and technical services. In addition, it anticipates potential cost reductions of \$1 million over a 3-5 year period due to increased student-teacher ratios and implementation of more flexible staffing patterns.

While merger of governance systems by itself will not yield greater opportunities or increased operational or fiscal efficiencies, the Study Committee’s work during the last year and a half reflects an appreciation of the possibilities inherent in a more flexible and expanded system.

The Study Committee’s proposal is aligned with the goals of the General Assembly as set forth in Act 46 of 2015 and with the policy underlying the union school district formation statutes as articulated in 16 V.S.A. § 701.

**STAFF AVAILABLE:** Donna Russo-Savage, Principal Assistant, Governance  
Brad James, Education Finance Manager

## Windham Southeast Unified Union School District

### Study Committee Report and Articles of Agreement

<http://www.wssu.k12.vt.us>

#### Act 46 Study Committee Members

Putney Central School Board:	Alice Laughlin* - Chair, Richard Glejzer**
Dummerston School Board:	Amy Wall* - Clerk, Kristina Naylor**
Guilford Central School Board:	Beth Bristol*, Alice Revis**
#Vernon School Board:	Walter Breau*, Mike Hebert**
Brattleboro Town School Board:	Jill Stahl Tyler*, Kim Price*, Spoon Agave, David Schoales**
BUHS#6 Board:	Ricky Davidson* and Ian Torrey*

*\* denotes voting member, \*\* denotes alternate voting member*

#### Advisory Participants

Lyle Holiday, WSESU Superintendent  
Frank Rucker, WSESU Business Administrator  
Christopher Leopold, Legal Counsel

**#: Vernon Town School District participated in Act 46 discussions until it was determined they would not be able to retain school choice and be a member of the merged district. As outlined in Act 49, Vernon was allowed to withdraw from Windham Southeast Supervisory Union High School. Vernon's affirmative withdrawal vote took place on July 18, 2017.**

## **Executive Summary of the WSESU Study Committee**

Windham Southeast Supervisory Union (WSESU) is proud of the educational opportunities offered throughout the schools. Our teachers, support staff and administrators work to implement best practices ensuring our students receive the best education possible.

Moving to a unified district will result in one mission and vision benefitting all our students. Our student outcomes will be based on one continuous improvement plan and resources to support those goals will be shared among all schools. WSESU's ability to develop policy and strategies that promote excellence will be strengthened. Each school has a unique culture. The expectation would be to maintain that culture and have the opportunity for additional programming.

Currently, several schools in WSESU do not offer comprehensive extended day or summer programming. Opportunities will open to expand after-school and summer programs that could include academic, art, music, drama and physical activities. Title I programming will be available to more students. We will have the ability to expand foreign language offerings, technology integration and enrichment opportunities through hiring and sharing highly qualified teachers. When discussing potential opportunities with building principals the top priorities were tech integration and enrichment. We can envision the impact this will have for all our students, creating rigorous educational opportunities for students in all schools. **(see Appendix A – Act 46 Program Overview)**

The ability to hire full time staff often attracts higher quality teachers and high quality teachers won't be lost when there is a decrease in students, as teachers can be shared or transferred to a different school. These transfers may not be limited to "special" teachers but expanded to include all teachers depending on the needs of the schools. Administrators and Boards often have to make the difficult decision to RIF a teacher or to add personnel; with a unified district, teachers and staff could be moved as needs dictated. **(see Appendix A – WSESU Enrollment Trends)**

WSESU has a history of trust among teachers, administrators and Central Office personnel. We share a number of services and some personnel travel between and among sites. Unifying as one district will allow more flexibility for staff, creating expanded programming and opportunities for all students pre K – grade 12. Analyzing student data on a pre-K – 12 basis will allow for better continuity of curriculum. Teachers strong in implementation of specific curricula can be used as teacher leaders offering professional development and peer guidance from school to school. We believe the proposed unified school district will lead all students to achieve or exceed the State's Education Quality Standards. **(see Appendix A – Program Expansion Opportunities)**

WSESU has experience with consolidation in the past with transportation, food service, one collective bargaining agreement and more recently, special education. Through these previous efforts, we have noted system-wide savings. A unified district will allow more

flexibility to adjust staffing assignments to maximize student/teacher ratio and retain our high quality staff, and promote transparency and accountability with all voters able to approve all Unified District expenses.

As shown through previous efforts, consolidation will provide more efficient financial planning and delivery of financial services. This would be realized through streamlined accounting systems, the creation of one budget, one annual report and the reduction in the number of independent audits. Purchasing supplies such as textbooks and technology on a large scale will lower costs. Consolidating custodial services including increased opportunities of the purchasing of supplies and sharing of personnel is an additional area of potential cost savings. Custodians at a site with expertise in specific areas such as carpentry, plumbing or HAZMAT could be used as needed rather than contracting with outside services. Facilities coordination will be overseen by one person.

The current complex financial assessment methodology needed to match program costs in the separate Windham Southeast Supervisory Union districts with various funding sources would be drastically simplified by a unified system.

Vermont Agency of Education and Federal data collection will reduce redundancies, promote transparency and allow for better strategic planning. The gain or loss of students will have less of an impact on individual sites and a better continuity of services will be achieved. If a student needs a different placement, towns will not incur a tuition cost for the student to move to a different school in the unified district. Additionally, we are seeing a higher rate of transience among students in WSESU, families moving into outlying town schools from Brattleboro and back. In a unified district, these students could stay in the same school. Our locally collected data show that students who stay in the same school for the majority of their elementary years make far better progress toward proficiency in math and literacy.

WSESU has a history of strong community involvement within its member districts. As a unified district we will continue WSESU's longstanding tradition of seeking local input and will work collaboratively with school administration and the unified district board to develop district programming and annual budgets that are fiscally responsible and that provide an education for our students that is relevant and based on best educational practices and monitored outcomes.

As is well known, educational costs continue to increase significantly despite cost containment efforts by local district boards. While ongoing support of public education by local taxpayers remains clear, it has become increasingly challenging. Even with WSESU's history of reductions in local district school budgets, taxpayers shoulder the burden of increasing property taxes in a region of Vermont that has limited economic growth, declining student enrollment and declining overall population. As a unified district, this burden on taxpayers can be lightened. Initial costs savings in excess of \$100,000 are estimated with additional savings anticipated as the unified district streamlines and identifies additional efficiencies during its initial years of operation. The

incentive funds to taxpayers and the Unified District will offset additional expenses that could be incurred as the result of unification.

### **Cost Implications**

The WSESU Study Committee's proposal is expected to result in immediate annual cost reductions in excess of \$100,000. The Study Committee's Report anticipates other potential cost reductions resulting from the formation of a unified school district through, for example, sharing staff among schools, an increased student to teacher ratio, reduced auditing and other operational expenses from fewer district budgets. In support of the potential savings that arise from consolidation, it is important to note that earlier centralization of special education has resulted in significant cost reductions of approximately \$300,000 in fiscal year 2016.

Reductions in the Homestead Education Tax Rate, (.08 per Act 46 Section 6) could equal a \$793,014 reduction in the first year of the unified school district. Over a four-year period, homestead tax payments could result in a \$1.9 million reduction (**see Appendix B**).

Examples of cost savings as mentioned above:

- One consolidated audit represents a savings of \$40,000
- Stipends for board members and treasurers represents a savings of \$32,000
- Professional and technical services represents a savings of \$28,000
- Increase Student-Teacher Ratios and Flexible Staffing (within a 3-5 year period) - \$1 million savings (**see Appendix B - from Evidenced Based Study of The Cost of an Adequate Education in Vermont i.e. Picus Study**)

WSESU recognizes the importance of preK-6/8 schools in our local communities and each school's unique culture. Moving to a unified district will support the continued operation of these schools in our communities. Given the current enrollment in each school within WSESU, school closings are not anticipated. By offering a larger basis, the unified district will insulate school budgets from unexpected spikes in spending due to high cost special education services, capital expenses, etc. As WSESU has done to date, the unified district will continue to foster and support the unique culture of each school with programming that is based on one continuous improvement plan to benefit all of our students. The proposed unified school district will deliver education at a cost that parents, voters, and taxpayers value. (**see Appendix B - Tax Impact Page and WSESU Consolidated Balance Sheet and Expenditures**)

### **Articles of Agreement**

The Study Committee recommends that the following Articles of Agreement be adopted by each **necessary** school district for the creation of a pre-kindergarten through grade 12 unified union school district to be named the Windham Southeast Unified District, hereinafter referred to as the "Unified District" or "WSEUD". **The intent is that the new district would be its own Supervisory District pursuant to 16 VSA 261(c).**

#### **Article 1: Necessary Forming School Districts**



The School Districts of Brattleboro, Dummerston, Guilford, and Putney are necessary for the establishment of the Windham Southeast School District. Brattleboro Union High School District is also necessary but per statute, its interests are represented by the town school districts. The above referenced school districts are hereinafter referred to as the “forming districts”. There are no additional school districts being recommended at this time.

On July 18, 2017, under Act 49, the Vernon Town School District voted to withdraw from the Brattleboro Union High School District to form a separate district. The withdrawal of the Vernon Town School from Brattleboro Union High School District must comply with the provisions of Act 49 from the 2017 Vermont Legislative session. On August 21, 2017, the Brattleboro Union High School District Board voted to agree to Vernon’s separation agreement. Appendix B – Vernon Withdrawal Agreement.

**Article 2: Grades to Operate**

The WSEUD will provide pre-kindergarten through grade twelve education to all of the students in the Unified District.

**Article 3: Employee Contracts, Recognition and Collective Bargaining**

The Unified District 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 District and will commence negotiations pursuant to 16 VSA Chapter 57 for teachers and 21 VSA Chapter 22 for other employees. The Board will comply with the pre-existing master agreements pursuant to 16 VSA Chapter 53, subchapter 3 in place until June 30, 2020. The Board shall honor all individual employment contracts that are in place for the forming school districts on June 30, 2019 until their respective termination dates.

**Article 4: Proposed New School Construction**

No new schools are proposed to be constructed at this time. The WSEUD will operate existing school facilities commencing July 1, 2019.

**Article 5: Plan for First Year of Operations**

The WSEUD will provide for assignment of staff, curriculum, and transportation of students that is consistent with the contracts, collective bargaining agreements, and provisions of law that are in existence during the first year of the new Unified District’s operation – July 1, 2019.

**Article 6: Special Funds and Debt**

**(a) Capital Debt**

The WSEUD shall assume all capital debt as may exist on June 30, 2019, including both capital and interest, of the forming school districts that join the Unified District.

**(b) Operating Fund Surpluses and Deficits**

The WSEUD shall assume any and all general operating surpluses, deficits, and fund balances of the Windham Southeast Supervisory Union and the school districts that join the Unified District that may exist at the close of business on June 30, 2019. In addition, reserve funds identified for specific purposes will be transferred to the WSEUD and will be applied for said purpose unless otherwise determined through appropriate legal procedures. Upon formation of the Unified District, a capital reserve fund will be established pursuant to 24 VSA s2804.

**(c) Restricted Funds**

The Windham Southeast Supervisory Union and the school districts that become a part of the new unified district will transfer to the WSEUD any pre-existing school specific endowment or other restricted accounts that may exist on June 30, 2019. Scholarship funds, endowments, capital funds or like accounts held by school districts prior to June 30, 2019 that have specified conditions of use will be used in accordance with said provisions.

**Article 7: Real Estate Property and School Operations**

(a) Transfer of Property to the Unified District. No later than June 30, 2019, the forming districts that vote to join the Unified District 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.

(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, 2019.

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 Brattleboro Union High School 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 Brattleboro 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) Closure of K-6 & K-8 Schools. The Unified District shall not close any schools within its boundaries during the first five 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 three-quarters of the full membership of the Unified District Board of Directors shall be required to close a school. Prior to a vote by the Board to close a school, there shall be one year of study and public input. The Unified District Board shall hold at least four public hearings regarding the proposed school closure. At least two of the public hearings shall be held in the community in which the school is located. If after conducting public hearings, the Unified District 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.

The Unified Board will thoroughly analyze the full impact to the community, financial implications of the change, including the cost savings, the impact on staff in that facility, and transportation costs to send current students to another location, if applicable. After consulting with community stakeholders, the Unified Board will evaluate the benefits of a school's continued presence in a community. The Unified District Board will thoroughly review the unified district's ability to maintain continued educational equity. Input from the town affected will be formally solicited and shared publicly.

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 or follow the school choice protocol as outlined in Article 17. In determining relocation, the following will also be taken into account: space in the receiving school, classroom needs, and student to teacher ratios. The school closure provisions in this paragraph are not applicable to Brattleboro Union High School.

#### **Article 8: Board of Directors Composition**

Unified School District Board Representation:

The Windham Southeast Unified District Board of Directors will be comprised of nine (9) school directors. Seven (7) members will be elected by and from the electorate of the individual towns based on proportional representation and two (2) members will be elected at large from the combined electorate of the Forming Districts.

Four (4) school directors are designated to be held by eligible residents of Brattleboro and one (1) school director is designated to be held by eligible residents of each of the following communities: Dummerston, Guilford, and Putney. Two (2) school directors are designated as at-large members and may be held by eligible residents of any of the above referenced towns.

<b>Town</b>	<b>Board Members</b>
<b>Brattleboro</b>	<b>4</b>
<b>Dummerston</b>	<b>1</b>
<b>Guilford</b>	<b>1</b>
<b>Putney</b>	<b>1</b>
<b>At Large</b>	<b>2</b>
<b>Total Directors</b>	<b>9</b>

**Article 9: Board of Directors Terms and Elections**

Unified School Directors will be elected by Australian ballot for three-year terms except for those initially elected at the time of the formation of the WSEUD. A total of seven (7) board members – four (4) from Brattleboro and one (1) each from Dummerston, Guilford and Putney – will be elected by their respective community and the respective votes will not be commingled. Two (2) at large board members will be elected through a commingled vote of the electorate. In the initial Unified School District election, terms of office for Directors shall be as follows:

<b>Town</b>	<b>2 Year Term</b>	<b>3 Year Term</b>	<b>4 Year Term</b>
Brattleboro	2	1	1
Dummerston			1
Guilford		1	
Putney		1	
At Large	1		1

Pursuant to the provisions of 16 VSA §706j(b), elected Unified Directors shall be sworn in and assume the duties of their office. The term of office for Unified Directors elected on November 7, 2017 election shall be two, three, or four years, respectively. For purposes hereof, the terms of office shall commence on 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 end on the date of Unified District’s annual meeting in the spring of 2021, 2022, and 2023. Thereafter terms of office shall begin and expire on the date of the school district’s annual meeting.

**Article 10: Vote on Articles and New Board**

The articles to create a unified school district will be submitted to the voters of each town on November 7, 2017. The candidates for the Board of School Directors will be elected on the same day as required by law.

**Article 11: Establishment of Unified District and Operating Authority**

Upon an affirmative vote of the electorates of the school districts, and upon compliance with 16 VSA §706g, the Unified 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, 2019. The Unified District shall, between the date of its organizational meeting under 16 VSA §706j and June 30, 2019: 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 2020; prepare and present the budget for Fiscal Year 2020; prepare for the Unified District Annual Meetings, one annual meeting to occur in the spring of 2018 and one annual meeting to occur in the spring of 2019, specific dates TBD; and transact any other lawful business that comes before the Board, provided, however, that the exercise of such authority by the Unified District shall not be construed to limit or alter the authority and/or responsibilities of the School Districts of Brattleboro, Brattleboro Union High School, Dummerston, Guilford, and Putney.

**Article 12: Forming School Districts Cease to Exist**

On July 1, 2019, when the Unified District becomes fully operational and begins to provide educational services to students, the school districts of the forming towns shall cease all educational operations and shall remain in existence for the sole purpose of completing any outstanding business not given to the Unified 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, 2019. Upon the completion of outstanding business or December 31, 2019, whichever date is earlier, the forming school districts shall cease to exist pursuant to 16 VSA §722. The Windham Southeast Supervisory Union, upon designation of the Unified District as a supervisory district pursuant to §721, 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, 2020.

**Article 13: Local Input on Policy and Budget Development**

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 Directors on or before June 30, 2019. The Union District will rotate meeting locations, providing Board access in each town it serves and opportunities for the Board to enjoy the hospitality and uniqueness of each venue.

**Article 14: Language on Annual Vote by Australian Ballot**

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. The ballots shall be commingled.

**Article 15: Local Advocacy through School Based Leadership Councils**

The Unified District Board shall develop policies and procedures that encourage local input. Structures to support, encourage, and recognize local participation shall be established by the Unified District Board of School Directors on or before June 30, 2019. Local input will be advisory.

School Based Leadership Councils shall be established at each school to provide local input on school specific programs and activities. Councils will be made up from members of the school administration, staff, parents and community members. The councils will have a chair, vice-chair, and committee representatives as determined by the local community.

Leadership Councils shall provide an advisory role to the Unified District Board on issues specific to the school. Responsibilities shall include the following:

- Assist in coordinating local school committees and advisory organizations including PTO, Endowment Committee, Food Committee, etc.;
- Provide recommendations to the superintendent on budget development, capital investments, including building and grounds projects and technology and library resources;
- Make recommendations to the superintendent and principal for school specific practices and procedures related to district policies. Recommendations could include, but not limited to facility use, technology acquisitions and school based activities;
- Consistent with state statute and procedures established by the Superintendent, serve on interview committees for school staff and faculty;
- Coordinate and review individual school performance data with the superintendent;
- Provide yearly activity reports to the superintendent.

Staff members shall be nominated by the respective school's staff and appointed by the Unified District Board Chair. Parents and other community members nominated at Town Meeting shall be appointed by the Unified District Board to serve for one-year terms. Additionally, the school principal may select a student representative for participation as appropriate or necessary, or as topics dictate.

For the transition year, school leadership councils will be filled by existing town school board members willing to serve in this new role, supplemented by appointments by the new Unified District Board. At the first Town Meeting following the merger, leadership councils will be determined through nominations from Town Meeting per the articles of agreement.

Within the first year, and ongoing thereafter, the Unified District Board shall actively engage with the School Leadership Councils. The Unified District Board shall regularly send a representative member to individual leadership council meetings.

It is the responsibility of the members of the Leadership Councils to abide by The Code of Conduct adopted by the Unified District Board.

A unanimous vote of the Unified Board shall be required to alter or remove Article 15.

**Article 16:-School Attendance and Enrollment During First Year**

For the first year that the Unified District is fully operational and providing educational services, students will attend elementary school and middle school according to their town/district of residence; provided however, with parental consent, the Board may

adjust student enrollment based upon individual student circumstances and needs of the Unified District.

**Article 17: School Choice**

The Board of School Directors shall develop policy and programs for offering intra-district public school choice to the families or guardians of students matriculating in grades for which the Unified District operates multiple buildings by July 1, 2020 or as soon as reasonably practicable. 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 18: Community Use of schools**

The Unified District recognizes the long 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.

**Appendix A:**

- **Program Overview**
- **Enrollment Trends**
- **Program Opportunities**

**Act 46 Study Committee Program Overview**

updated 2/3/16

Program	Bratt-EES	Bratt-Academy	Bratt-Green Street	Bratt-Oak Grove	Dummerston	Guilford	Putney	Vernon	BAMS	BUHS
<b>GENERAL INFORMATION</b>										
Student population		365	218	120	160	122	182	158	325	787
Grades served	Birth-K	K-6	K-6	K-6	K-8	K-6	PreK-8	PreK-6	7/8/15	9/12/15
Qualifies for Title One Funds	yes	yes	yes	yes	no	yes	yes	no	yes	no
Percentage of Free & Reduced Lunch	61%	61%	69%	56%	32%	51%	49%	37%	42%	34%
Direct Certification Numbers		48.6	62%	38%		33%	35%			
<b>SPECIAL EDUCATION (11/15)</b>										
IEP Student #s	42	50	29	15	19	15	27	27	61	105
Intensive Services Oak Grove (12)		3	4	1			1	1		
Intensive Services Dummerst (4)		1			1					
Out of District Placements		1	5		4		2		6	24
Total	42	55	38	16	24	15	30	28	67	129
Special Education % Rate		15.00%	17%	15%	15%	13%	19%	18%	21%	16%
<b>Cost of education per child FY16</b>		15,573	15,573	15,573	17,103	15,627	16,952	16,832	17,168	17,168
<b>PRE-K</b>										
Actual program	yes	EES	EES	EES	no	no	yes	yes	n/a	EES at WRCC
Coordination with area providers	yes	yes	yes	yes	yes	yes	yes	yes	n/a	
<b>EXTRA SUPPORTS DURING DAY</b>										
Enrichment staff		yes	yes	yes	no	no	no	yes	no	no
Title One Staff		yes	yes	yes	no	yes	yes	no	yes	yes
Title 2A support				yes			yes	yes		



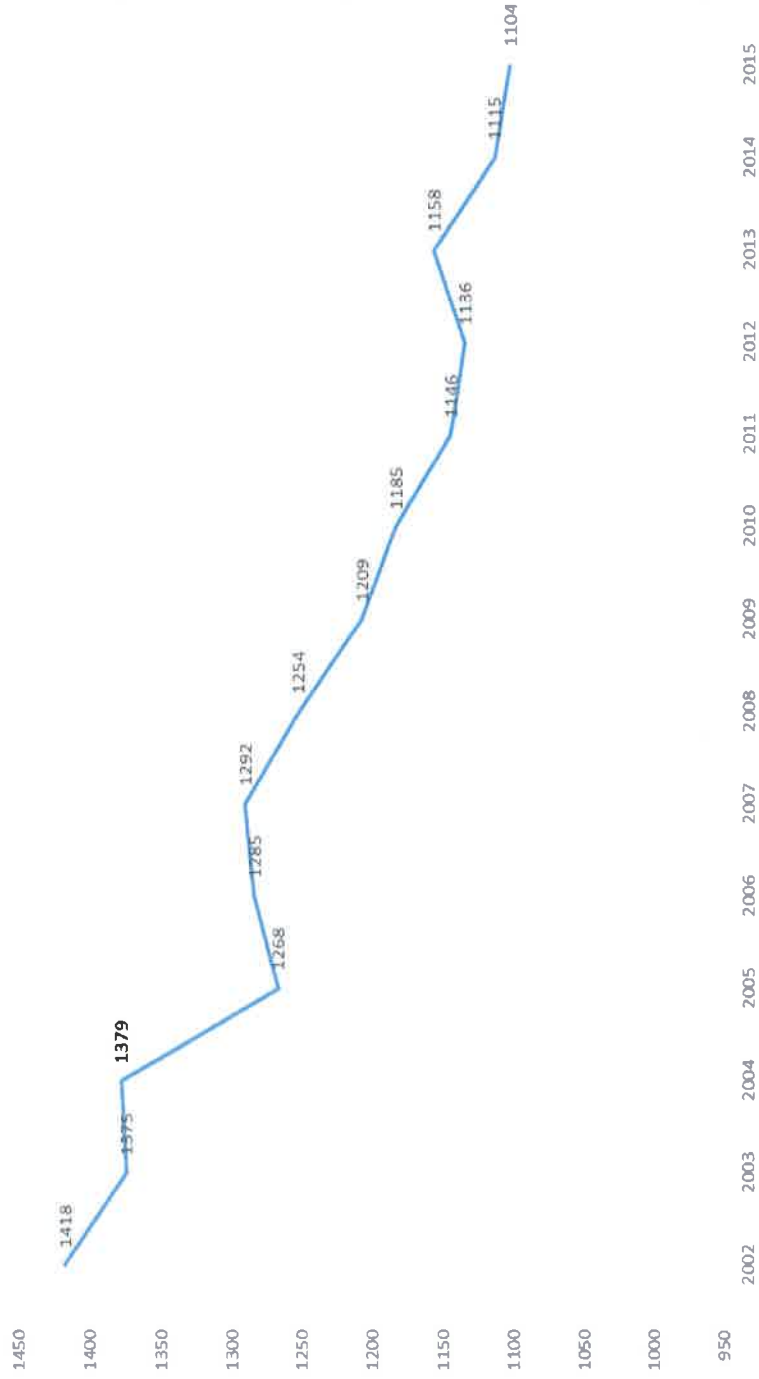
Program	Bratt-EES	Bratt-Academy	Bratt-Green Street	Bratt-Oak Grove	Dummerston	Guilford	Putney	Vernon	BAMS	BUHS
<b>LANGUAGES DURING DAY</b>										
Spanish		grades 2-6		grades 2-6	no	no	gr 2-5		yes	yes
French			grades K-6		no	no	Middle Language		yes	yes
Chinese		after school	after school	after school	gr K-8	no	gr 6-8	gr K-6	gr 7-8	gr 9-12+
<b>BEHAVIORIAL HELPS</b>										
Behaviorial Specialists Certified		yes	yes	yes to be hired	no	no	no	no	no (we have access to)	no
PBIS		No	yes	yes	no	yes	yes	yes	no	yes
STEP Services		yes	yes	yes (in transition)	no	no	no	no	no	no
Planning Room		yes	yes	yes	no	yes	yes	yes	yes	yes
<b>Extended Year Programming</b>										
Summer Camp full day		yes	yes	yes	no	no	yes	no	yes	yes
Kindergarten Camp		yes	yes	yes	no	yes	yes	yes	na	na
<b>AFTER or BEFORE SCHOOL</b>										
Tutoring intervention		yes	yes	yes	yes	no	yes	no	yes	yes
ASPIRE (YMCA partnership)		yes	yes	yes	yes	no	yes	no	na	na
<b>State Assessment Data</b>										
NECAP ELA (Fall 2013)			80%	64%	91%	88%	69%	66%	78%	73%
NECAP Math (Fall 2013)			68%	55%	82%	74%	53%	58%	62%	35%
SBAC ELA (Spring 2015)			61%	39%	68%	75%	41%	46%	53%	55%
SBAC Math( Spring 2015)			48%	32%	65%	66%	31%	39%	42%	25%
Average			64%	48%	77%	76%	49%	52%	59%	47%
<b>Percentage of Free &amp; Reduced Lunch</b>										
		44%	61%	69%	56%	51%	49%	37%	42%	34%



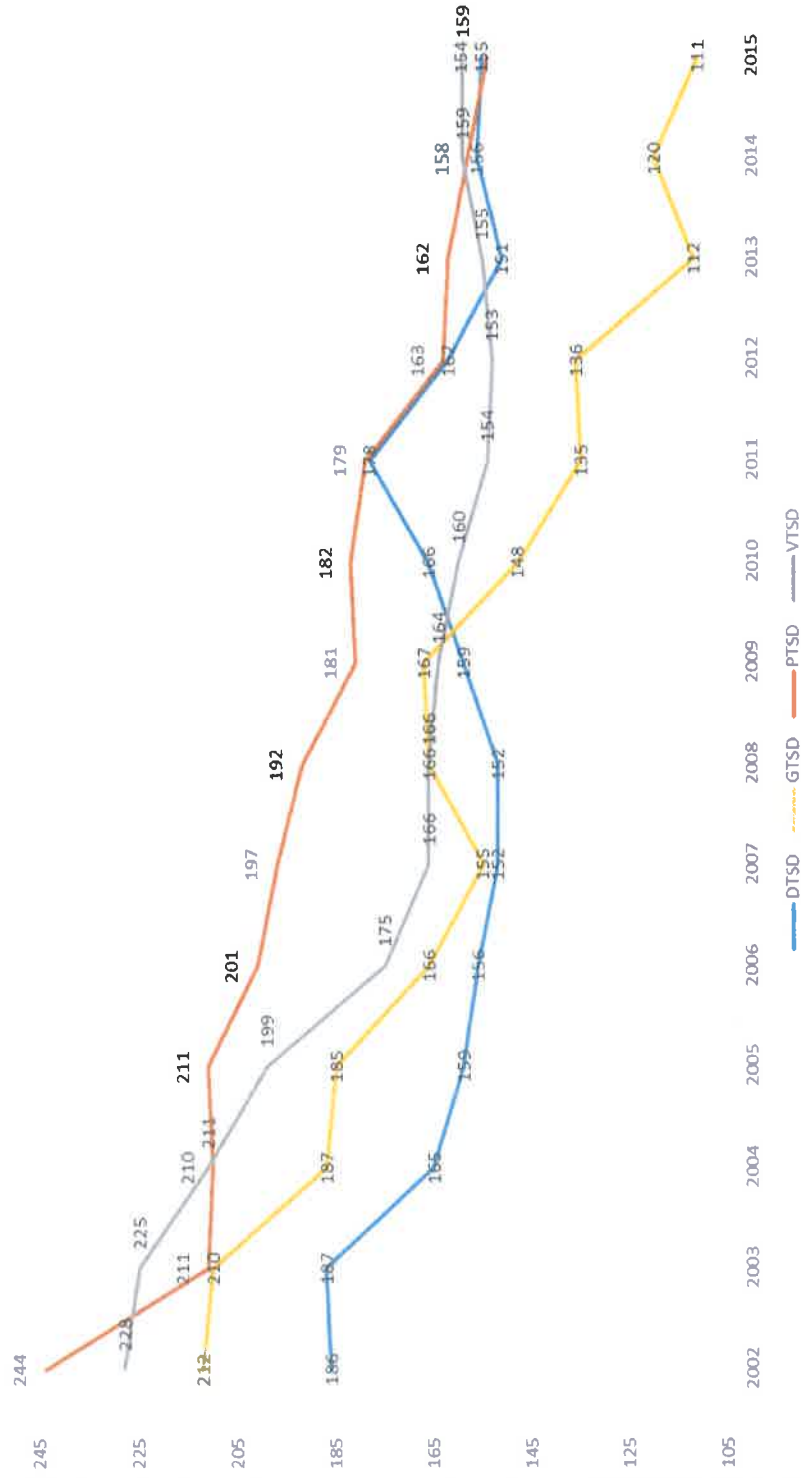
**Brattleboro Town School District Enrollment**  
**Source: AOE Census Data 1/27/16**



BUHS Total Enrollment Trend, 1/27/16



WSESU Elementary School District Enrollment  
 Source: AOE Census Data 1/27/16



**WSESU Act 46 Study Committee**  
Act 46 Notes - Prep for Study Committee

updated 7/7/16, RS, LH, FR

Expanded Opportunity	school	Net Cost	Implementation	New Enrol.	Program Description/Student Outcomes	Resources
1 Head Start PreK program	GTSD	\$ 5,000	July 1 2017	8	Open Head Start / Prek at GTSD, improve student learning	Add one PreK classroom (1.2 students), use existing space @ GTSD, 2 FTE personnel, furniture
2 After School Program	GTSD / VTSD	\$ 21,600	July 1 2017	60	School based tutoring, enrichment, meals Increase academic proficiency, whole student development Support family child care	Expand current program @ BTSD, GS, OG, AC, runs 3 days/week, into DTSD, GTSD, PTSD, VTSD 3 teachers, 2 paras, extended day @ \$30/hr., supplies, meals Increase access to BTSD programs for non academic activities including NYT, String program, exercise, Language, utilize existing bus transport to Brattleboro, Elem shuttled to Academy before HS are picked up expand coordination position to connect parent return schedules with student transport to home [5pm]
3 Elementary Summer School Prog.	D / G / P / V	\$ 12,000	July 1 2017	40	Summer School Expansion, address learning loss, improve proficiency	Expand current program at BTSD @ Academy, 65 students, 13 teachers, 4 para, 4weeks, 4days/week, \$45k No personnel increase, additional transport expenses, open to 40 additional students from other towns
4 BAMS Summer School Program	D / P	\$ 4,000	July 1 2017	30	Summer School Expansion, address learning loss, improve proficiency	Expand current program @ BAMS, 50 students, 5 teachers, 2 paras, 4 weeks, 4 days/ week, \$25K No personnel increase, additional transport expenses, open to 40 additional students from other towns
5 Teacher Leader Prog-Development	G / P / V	\$ -	July 1 2017		Positive impact on student Math and Literacy proficiency through consistent classroom instruction practices	Expand BTSD Teacher Leader Program, identifying leaders, training to provide consistent coordinated professional development. Use Peer observations, lead staff meetings, focus on school data analysis. New resources include stipends for identified leaders, no new resource for professional training (utilize BTSD capacity). Fund stipends through existing one percent funds
6 Integration of Technology into Instruction	D / G / P / V	\$ -	July 1 2017		Address Smarter Balanced Assessment Consortium skill development standards, respond to Principal's assessment of current capacity	Expand Oak Grove and Green Street School Librarian/media specialist model to all Elementary Schools Integrate technology into math, literacy, science and social studies curricular areas additional resources include certified media tech integrationist to train current personnel, coordinate a unified system wide librarian/media specialist to implement expanded tech. integration Coordinated Librarian/Media Specialist teacher schedules are expected to increase utilization of student/staff ratio. Cost savings expected to offset additional consulting expenses
7 STEP program expansion			1-Jul-16		Through WSESU Special Ed consolidation, trained Behavior Interventionists and training for Para- Educators as Behavior Technicians to support students with emotional and behavioral challenges	
8 WSESU Special Ed Consolidation			FY'16 & FY'17		WSESU Special Ed Spending Overview	Reduced costs of @ \$300,000 in FY'16 STEP Program Expansion Increase in Special Ed student to teacher/case manager ratio in FY'17
<b>Examples of potential cost savings: [to be developed further]</b>						
9 Flexible staffing of Academic Support Teachers		\$ (90,000)	1-Jul-17		Consider AST Student to Teacher Ratio	Increase Student/Teacher Ratio from 101-1 to 105-1 = savings of \$90,000. A more flexible staffing arrangement could provide expanded and or more equitable services to schools while being more cost effective.
10 Business Operations: Consolidated Audit Streamlined clerical functions		\$ (40,000)				
11 Increase Regular Ed student teacher ratio Regular Ed Para Educator utilization		\$ (1,000,000)			Increase class size from 12-14 students to 16 - 18 students	
12 Financial Incentives - Unified District Act 46 Transition Grant Tax Incentives-accelerated 1st year Tax Incentives-successive Years		\$ 150,000 \$ 793,014 range			Homestead School Property Tax reduction, estimated total of \$1.9 million over five years \$.08, \$.06, \$.04, \$.02 School Property tax reductions in successive years, associated with each Town's Education Grand List	
Review of Financial Impact [tax rate impact on unified system vs. single district]						
<b>Other Program Expansion:</b>						
<b>Universal Meals in all schools</b>						
Social Workers / School Based Clinicians						
Technology Integration Specialists						
Example of program expansion costs in single district v unified district						

**Appendix B:**

- **Homestead Education Tax Projections**
- **WSESU Staffing Assumptions**
- **Unified School Tax Rate**
- **Consolidated Balance Sheet**
- **Consolidated Revenues and Expenditures Statement**
- **Vernon Withdrawal Agreement**

Savings on educational tax by town and district total using the assumption that there were a \$.08 reduction on the state education tax in year 2017 and additional reductions in successive years as provided by Act 46

YEAR #1 \$.08	effective	Homestead	Incentive	Amount	Annual
Town	Date	Ed. Tax			Totals
<b>YEAR #1 \$.08</b>					
Putney	3-Sep-17	1,286,519	0.08	102,922	
Dummerston		1,540,985	0.08	123,279	
Guilford		1,266,136	0.08	101,291	
Vernon		1,326,948	0.08	106,156	
Brattleboro		4,492,090	0.08	359,367	
		<u>9,912,677</u>			793,014
<b>YEAR #2 \$.06</b>					
Putney	3-Sep-18	1,286,519	0.06	77,191	
Dummerston		1,540,985	0.06	92,459	
Guilford		1,266,136	0.06	75,968	
Vernon		1,326,948	0.06	79,617	
Brattleboro		4,492,090	0.06	269,525	
		<u>9,912,677</u>			594,761
<b>YEAR #3 \$.04</b>					
Putney	3-Sep-19	1,286,519	0.04	51,461	
Dummerston		1,540,985	0.04	61,639	
Guilford		1,266,136	0.04	50,645	
Vernon		1,326,948	0.04	53,078	
Brattleboro		4,492,090	0.04	179,684	
		<u>9,912,677</u>			396,507
<b>YEAR #4 \$.02</b>					
Putney	3-Sep-20	1,286,519	0.02	25,730	
Dummerston		1,540,985	0.02	30,820	
Guilford		1,266,136	0.02	25,323	
Vernon		1,326,948	0.02	26,539	
Brattleboro		4,492,090	0.02	89,842	
		<u>9,912,677</u>			198,254
<b>TOTALS</b>					<u>1,982,535</u>

Figures illustrate school tax rate reductions, as provided by Act 46, applied to 2015 grand list values in each town. Figures do not estimate the impact of income sensitivity provisions of the school funding law (T.32ch154) and are not intended to project actual tax savings.



### WSESU Current Staffing Assumptions Compared to Unified System Analysis

Unified System based on "Evidence-Based Study of The Cost of an Adequate Education in Vermont"  
 Prepared by Picus Odden & Associates for the Vermont Legislative Joint Fiscal Office, January 28, 2016

Staffing Function	BUHS	Brattleboro	Dummerston	Guilford	Putney	Total
1 AOE Census, November 2014; basis for FY16 Budgets						
2 Actual Enrollment, Grades K-6	0	739	122	120	124	1,105
3 Actual Enrollment, Grades 7-8	265	0	33	28	34	360
4 Actual Enrollment, Grades 9-12	850	0	0	0	0	850
5 Sub total Enrollment [excluding PreK]	1,115	739	155	148	158	2,315
6 PreK ADM [each 1 FTE x .46]		57	3	5	11	75
7 Total AOE Census enrollment (current year)	1,115	796	158	153	169	2,390
8						
9 FY16 Budget Exp./Actual Enroll. = Total Cost/Student	25,030	19,370	20,515	19,482	21,484	22,242
10						
11 FY16 Spending per Equalized Student	17,168	15,573	17,103	15,627	16,952	14,345
12						
13 <b>Current Regular Education Certified Teaching Staff FTE Employed [FY16 Budget Data]</b>						
14 No. of Classroom direct instruction teachers	69.8	42.0	9.0	7.0	10.5	138.3
15 No. of Itinerant teachers Includes:	23.9	8.7	3.0	1.9	3.2	40.7
16 [Art, PE, Music, Technology Instruction, Foreign L.]						
17 No. of Academic Support teachers	7.0	16.6	3.0	2.5	2.1	31.2
18 Total certified Teachers	100.7	67.3	15.0	11.4	15.8	210.2
19						
20 Current Classroom only student teacher ratio	16.0	17.6	17.2	17.1	15.0	16.7
21 Total Student Teacher ratio	11.1	11.0	10.3	10.5	10.0	11.0
22						
23 <b>Vermont Legislative Study Recommendation:</b>						
24 Core class size student teacher ratio	18.6	17.0	17.7	17.0	17.7	14.7
25						
26						
27						
28 <b>Potential Budget Impact:</b>						
29 <b>Classroom Teacher</b>						
30 <i>Staffing recommendation standard [no. 2 and 3]:</i>						
31 <i>Elementary PreK-6 average 1 FTE per every 17 students, High School 7-12 1 FTE per 20 students, Reduced to 18.6 for WRCC</i>	60.0	43.5	8.8	7.1	8.9	128.3
32 Study Recommendation: teacher staffing ratio's:	69.8	42.0	9.0	7.0	10.5	138.3
33 Current Staffing Levels						
34 Variance = Staffing additions (reductions):	(9.7)	1.5	(0.2)	0.1	(1.6)	(10.0)
35 Total Students Enrolled at local school	1,115	739	155	120	158	2,287

### WSESU Current Staffing Assumptions Compared to Unified System Analysis

Unified System based on "Evidence-Based Study of The Cost of an Adequate Education in Vermont"  
 Prepared by Picus Odden & Associates for the Vermont Legislative Joint Fiscal Office, January 28, 2016

Staffing Function	BUHS	Brattleboro	Dummerston	Guilford	Putney	Total
36						
37						
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85						

Elementary Schools and Middle Schools 20% of core teachers, High School 33% of core teachers

See Table 3.1 page 11 of Picus Study Document

2 FTE teachers for every 120 students at risk and ELL Students

4 Teacher FTE per 125 students

## WSESU Current Staffing Assumptions Compared to Unified System Analysis

Unified System based on "Evidence-Based Study of The Cost of an Adequate Education in Vermont"  
 Prepared by Picus Odden & Associates for the Vermont Legislative Joint Fiscal Office, January 28, 2016

Staffing Function	BUHS	Brattleboro	Dummerston	Guilford	Putney	Total
86						
87	<b>Guidance Counselors</b>					
88	<i>Recommended Staffing Standard:</i>					
89		2.5	0.5	0.4	0.5	9.5
90	Study Recommend.: teacher staffing ratio's:					
91	7.0	3.4	0.6	1.0	1.0	13.0
92	Current Staffing Levels					
93	(1.4)	(0.9)	(0.1)	(0.6)	(0.5)	(3.5)
94	Variance = Staffing additions (reductions):					
95	1,115	739	155	120	158	2,287
96	<b>Nurses</b>					
97	<i>Recommended Staffing Standard:</i>					
98	2.2	1.5	0.3	0.2	0.3	4.6
99	Study Recommend.: teacher staffing ratio's:					
100	2.5	3.0	1.0	1.0	1.0	8.5
101	Current Staffing Levels					
102	(0.3)	(1.5)	(0.7)	(0.8)	(0.7)	(3.9)
103	Variance = Staffing additions (reductions):					
104	<b>Library Media Specialists</b>					
105	<i>Recommended Staffing Standard:</i>					
106	3.7	2.5	0.5	0.4	0.5	7.6
107	Study Recommend.: teacher staffing ratio's:					
108	3.0	3.0	0.6	0.6	0.8	8.0
109	Current Staffing Levels					
110	0.7	(0.5)	(0.1)	(0.2)	(0.3)	(0.4)
111	Variance = Staffing additions (reductions):					
112	1,115	739	155	120	158	2,287
113	<b>Principal &amp; Assist. Principal</b>					
114	<i>Recommended Staffing Standard:</i>					
115	4.0	3.0	1.0	1.0	1.0	10.0
116	Study Recommend.: teacher staffing ratio's:					
117	6.0	4.0	1.0	1.0	1.0	13.0
118	Current Staffing Levels					
119	(2.0)	(1.0)	-	-	-	(3.0)
120	Variance = Staffing additions (reductions):					
121	1,115	739	155	120	158	2,287
122	<b>Total Students Enrolled at local school</b>					
123						
124						
125						
126						
127						
128						

### WSESU Current Staffing Assumptions Compared to Unified System Analysis

Unified System based on "Evidence-Based Study of The Cost of an Adequate Education in Vermont"  
 Prepared by Pius Odden & Associates for the Vermont Legislative Joint Fiscal Office, January 28, 2016

Staffing Function	BUHS	Brattleboro	Dummerston	Guilford	Putney	Total
129 <b>Total All Groups</b>						
130 Study Recommended staffing ratio's:	116.6	79.3	16.7	14.3	17.4	<b>244.3</b>
131 Current Staffing Levels	124.1	86.6	19.3	15.3	20.7	<b>265.9</b>
132 Variance = Staffing additions (reductions):	(7.6)	(7.2)	(2.6)	(1.0)	(3.2)	<b>(21.6)</b>
133						
134 Budget implication [Avg. \$ 85K/employee salary & ben.]	(642,468)	(615,095)	(222,994)	(81,747)	(274,001)	<b>(1,836,306)</b>
135						
136 <b>Percent of Total Budget</b>	2.3%	4.0%	6.9%	2.7%	7.6%	<b>3.5%</b>
137						

138 Notes:

- 139 1. For comparison purposes excluded PreK so Student teacher ratio's reflect student staffing relationships in the building
- 140 2. BUHS Actual enrollment = 991 resident students plus 124 non resident (choice, tuition, career center, etc.)
- 141 3. WSESU Budget is excluded, most of the SU costs are imbedded in the District budgets in the form of assessments and direct billed charges.
- 142 4. GTSD student teacher ratio, adjusted for students attending BAMS

# Estimated School Tax Rate FY16

## as a Unified WSESU System

Unified System

**Excluding Vernon School District**

Based on

FY16 Aprv. Budget

**Including \$500k savings indentified**

Revenues & Exp.

**in Picus Study analysis.**

as of 7/06/16

& State Indexes

FY16

1	<b>FY16 Budget</b>	\$	52,667,644
2	Less Act 68 Revenues		14,698,141
3	Education Spending		37,969,503
4	Equalized Pupils		2,319
5	Education Spending/Equ.Pupil		16,371
6	Base Ed. Spending Index (legislature)		9,459
7	District Spending Adjustment	\$	1.731
8	Base Education State Wide School Tax Rate	\$	0.990
9	<b>Estimated equalized School property Tax Rate</b>	<b>\$</b>	<b>1.713</b>
10	Act 46 School Tax reduction Incentive	\$	(0.080)
11	<b>Adjusted Tax Rate with Act46 tax Incentive</b>	<b>\$</b>	<b>1.633</b>

FY16 Current

Est. FY16 Unified

Equalized

Equalized

Tax Rate

Tax Rate

School Tax Rate

Savings

Tax Reduction

Percent

District	School Tax Rate	Est. FY16 Unified Equalized School Tax Rate	Tax Rate Savings	Tax Rate Reduction	Percent
26 BTSD	\$ 1.711	\$ 1.633	\$ 0.077	\$ 0.077	5%
27 DTSD	\$ 1.793	\$ 1.633	\$ 0.160	\$ 0.160	9%
28 GTDS	\$ 1.694	\$ 1.633	\$ 0.060	\$ 0.060	4%
29 PTSD	\$ 1.782	\$ 1.633	\$ 0.148	\$ 0.148	8%

31 Notes:

- 32 1. School Tax rate of \$1.633 is the equivalent of \$1,633 per \$100k assessed homestead value
- 33 2. tax savings of \$0.077 is the equivalent of \$77 annually per \$100k assessed homestead value
- 34 3. future tax savings are subject to declining state tax incentives & funding formula index changes

cc: Study Committee 7/6/16

## WSESU Consolidated Balance Sheet FY16 Data

at June 30, 2016 (audited)

1 General Fund	BUHS	BTSD	Dummerston	Guilford	Putney	Vernon	WSESU	Totals
2 Assets	\$ 5,287,909	\$ 2,257,256	\$ 196,292	\$ 424,451	\$ 490,092	\$ 677,849	\$ 2,759,126	\$ 12,092,975
3								
4 Liabilities	\$ 1,823,242	\$ 1,342,078	\$ 228,695	\$ 191,912	\$ 373,418	\$ 210,636	\$ 1,690,624	\$ 5,860,605
5								
6 Fund Balance	\$ 3,464,667	\$ 915,178	\$ (32,403)	\$ 232,539	\$ 116,674	\$ 467,213	\$ 1,068,502	\$ 6,232,370
7								
8								
9								
10 Reserve Fund Balances								
11 Capital	\$650,156	-\$238,852	\$1,243	\$55,831	\$213,947	\$353,885	NA	\$ 1,036,210
12 Bus	NA	NA	NA	\$38,686	NA	NA	NA	\$ 38,686
13 Restricted Grants	\$25,707	\$687,081	NA	NA	NA	NA	incl. above	\$ 712,788
14 Endowment	\$4,318,297	\$112,855	\$2,869	\$3,697	\$52,914	\$240,020	\$13,211	\$ 4,743,863
15 Food Service	\$0	\$0	\$0	\$0	\$3,461	\$19,986	NA	\$ 23,447
16 Total Reserve Funds	\$4,994,160	\$561,084	\$4,112	\$98,214	\$270,322	\$613,891	\$13,211	\$ 6,554,994
17								
18 Capital Assets, Net	\$41,486,323	\$6,263,108	\$1,260,567	\$542,344	\$2,149,767	\$2,138,430	\$61,680	\$ 53,902,219
19								
20 Outstanding Debt	\$12,800,000	\$134,274	\$39,533	\$0	\$1,227,000	\$21,667	\$0	\$ 14,222,474
21								
22 Year Paid Off	FY23	FY17	FY18, note 1	no debt	FY32, note 2	FY19	not applicable	
23								

24 Note 1: DTSD water system proj, \$26k remains thru 2030, GMP energy proj, 13k thru FY18

25 Note 2: PTSD: \$1,214,000 paid off in 2032, \$13,000 paid off in FY19

Windham Southeast Supervisory Union 2016-2017 School Report

III. RESOURCES

A. SCHOOL BUDGETS

Windham Southeast Supervisory Union - Member Districts FY2017 Budget Overview

Revenues	BUHS	Brattleboro	Dummerston	Guilford	Putney	Vernon	Total
Local	2,453,273	32,500	37,500	58,313	21,001	286,977	2,889,564
Sub Grant	213,704	693,109	135,000	97,897	98,278	23,155	1,261,143
State & Federal	24,616,023	15,262,013	3,303,161	2,930,246	3,613,455	3,945,202	53,670,100
<b>Total</b>	<b>27,283,000</b>	<b>15,987,622</b>	<b>3,475,661</b>	<b>3,086,456</b>	<b>3,732,734</b>	<b>4,255,334</b>	<b>57,820,807</b>
AOE "Act 68 Revenues" *	8,601,048	2,578,798	664,767	483,733	640,112	823,643	13,792,101
% of Total Revenue	32%	16%	19%	16%	17%	19%	24%

\* Includes Tuition, grants, rental income, use of reserve funds, & other local revenues

Expenditures

Expenses Function	BUHS	Brattleboro	Dummerston	Guilford	Putney	Vernon	Total
Direct Instructional Services	\$ 18,153,606	\$ 10,909,095	\$ 2,457,638	\$ 1,988,214	\$ 2,550,794	\$ 3,085,653	\$ 39,145,000
Student - Support	\$ 1,361,923	\$ 744,871	\$ 156,190	\$ 155,129	\$ 148,117	\$ 143,552	\$ 2,709,782
Instructional Staff - Support	\$ 516,200	\$ 442,111	\$ 68,033	\$ 50,616	\$ 86,018	\$ 92,256	\$ 1,255,234
General Administration	\$ 1,014,861	\$ 755,299	\$ 186,248	\$ 159,761	\$ 163,075	\$ 183,894	\$ 2,463,138
School Administration	\$ 1,503,973	\$ 726,277	\$ 170,992	\$ 191,020	\$ 211,071	\$ 184,735	\$ 2,988,068
Business -Support Services	\$ 64,124	\$ 5,000	\$ 1,600	\$ 1,500			\$ 72,224
Operations & Maintenance	\$ 2,814,608	\$ 1,325,908	\$ 242,139	\$ 215,248	\$ 274,350	\$ 382,032	\$ 5,254,285
Student Transportation	\$ 377,848	\$ 224,942	\$ 149,081	\$ 147,444	\$ 113,878	\$ 183,000	\$ 1,196,193
Food Service Operations	\$ 43,057	\$ 62,500	\$ 13,500	\$ 26,000	\$ 82,588	\$ 40,211	\$ 267,856
Debt Service		\$ 145,619	\$ 30,240	\$ 9,524	\$ 122,843	\$ 10,001	\$ 318,227
Fund Transfers	\$ 2,132,800	\$ 646,000	\$ -	\$ 142,000		\$ 50,000	\$ 2,970,800
<b>Total Expenditures</b>	<b>\$ 27,983,000</b>	<b>\$ 15,987,622</b>	<b>\$ 3,475,661</b>	<b>\$ 3,086,456</b>	<b>\$ 3,752,734</b>	<b>\$ 4,355,334</b>	<b>\$ 58,640,807</b>
Budgeted Surplus/(Deficit)	(700,000)	-	-	-	(20,000)	(100,000)	(820,000)

Expenditures as a Proportion of Total General Fund Operating Expenses

Expenses Function	BUHS	Brattleboro	Dummerston	Guilford	Putney	Vernon	Total	State
Direct Instructional Services	65%	68%	71%	64%	68%	71%	67%	59%
Student - Support	5%	5%	4%	5%	4%	3%	5%	8%
Instructional Staff - Support	2%	3%	2%	2%	2%	2%	2%	5%
General Administration	4%	5%	5%	5%	4%	4%	4%	4%
School Administration	5%	5%	5%	6%	6%	4%	5%	5%
Business -Support Services	0%	0%	0%	0%	0%	0%	0%	0%
Operations & Maintenance	10%	8%	7%	7%	7%	9%	9%	Included
Student Transportation	1%	1%	4%	5%	3%	4%	2%	4%
Food Service Operations	0%	0%	0%	1%	2%	1%	0%	3%
Debt Service	0%	1%	1%	0%	3%	0%	1%	12%
Fund Transfers	8%	4%	0%	5%	0%	1%	5%	
<b>Total Expenditures</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

FY17 School Funding Formula Statistics:

	BUHS	Brattleboro	Dummerston	Guilford	Putney	Vernon	Totals/Average
Equalized Students [based on November 2016 AOE Census]	1,117	877	163	165	183	240	2,745
Net Spending/Equalized Student	17,349	15,292	17,214	15,821	17,026	14,720	16,237
Equalized Sch. Property Tax rate-District	\$ 1.788	\$ 1.576	\$ 1.775	\$ 1.631	\$ 1.755	\$ 1.259	\$ 1.631
Equalized School Tax rate-PreK-12 [Municipal]		\$ 1.675	\$ 1.779	\$ 1.684	\$ 1.765	\$ 1.333	\$ 1.647

\*\* Vernon School Property Tax rate is adjusted to reflect 83% of the Statewide School Property Tax rate (17% discount) per Act 174 of 2014 legislative session

WITHDRAWAL AGREEMENT

THIS AGREEMENT entered into pursuant to 16 VSA 721a and Section 5 of No. 49 of the Acts of 2017 (the "Act") by and between VERNON TOWN SCHOOL DISTRICT ("Vernon") and BRATTLEBORO UNION HIGH SCHOOL DISTRICT NO. 6 ("Brattleboro Union"):

WHEREAS, Vernon is a member of Brattleboro Union, a union high school district qualified under 16 VSA 721a(a) and Section 5(a)(2) of the Act, and whose establishment and existence have been certified in accordance with 17 VSA 706g; and

WHEREAS, Vernon is a school district which meets the qualifications set out in Section 5(a)(1) of the Act; and

WHEREAS, Vernon desires to withdraw from Brattleboro Union as provided in 16 VSA 721a; and

WHEREAS, at a special meeting duly called, noticed and held on July 18, 2017, pursuant to 16 VSA 721a(b) and Section 5(a)(3) of the Act, Vernon Town School District approved the following proposition:

Should the Vernon Town School District, a member of Brattleboro Union High School District #6, vote to withdraw from the Brattleboro Union High School District, pursuant to the provisions of 16 VSA subsection 721a, as amended by section 5 of S.122, approved by the 2017 session of the Vermont General Assembly?

those voting in the affirmative being 238, and those voting in the negative being 47; and

WHEREAS, on July 31, 2017, pursuant to 16 VSA 721a(b) and Section 5(a)(3) of the Act, the Clerk of Vernon Town School District certified the foregoing vote to the Vermont Secretary of State; and

WHEREAS, on July 21, 2017, pursuant to 16 VSA 721a(b) and Section 5(a)(3) of the Act, the Clerk of Vernon Town School District certified the foregoing vote to the Clerks of Brattleboro Union, Brattleboro Town School District, Dummerston Town School District, Guilford Town School District and Putney Town School District and

WHEREAS, it is anticipated that, following compliance with 16 VSA 721a(c) and Section 5(a)(4), 5(b) and 5(c) of the Act, the State Board of Education will approve the withdrawal of Vernon from Brattleboro Union, and will declare the membership of Vernon in Brattleboro Union terminated as of a date no later than July 1, 2019; and

WHEREAS, as provided in 16 VSA 721a(c) and Section 5(c)(5) of the Act, , ratification of Vernon's withdrawal from Brattleboro Union, and approval of such withdrawal by the State Board of Education is conditioned upon an agreement with respect to the satisfaction of Vernon's liability existing under Brattleboro Union's outstanding obligations; and

WHEREAS, the parties desire to memorialize their understanding with respect to the satisfaction of such obligations.

NOW THEREFORE, for good and valuable consideration, payment, receipt and sufficiency of which is hereby mutually acknowledged, and in consideration of the mutual covenants, inducements,



Withdrawal Agreement between School Districts of Vernon and Brattleboro Union High School #006

representations, undertakings and agreements set forth herein, Vernon and Brattleboro Union agree as follows:

- (1) On or before June 30, 2019, as determined by the State Board of Education, Vernon shall relinquish, release and abandon all of its right, title, claim and interest, be it legal, beneficial or equitable, in all tangible and intangible assets, property, claims, entitlements and credits now or hereafter owned or acquired by Brattleboro Union, Brattleboro Town School District, Dummerston Town School District, Guilford Town School District and Putney Town School District.
- (2) As among Vernon and Brattleboro Union, on and after the date established in Section (1), as determined by the State Board of Education, Vernon shall be exonerated, released and discharged from any liability for debt service payments on all Brattleboro Union joint and several general obligations outstanding as of such date.
- (3) The discharge contemplated under Section (2) shall extend to all Brattleboro Union liabilities outstanding as of the date established therein, regardless of their inclusion and classification for the purpose of calculating any debt limit.
- (4) This Agreement shall not affect the calculation of tuition in accordance with 16 VSA 824-826 and 836, and all enactments amendatory and supplemental, and the payment and collection thereof from all school districts whose students, including those of Vernon, are enrolled in Brattleboro Union or its successor.
- (5) This Agreement shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and assigns.
- (6) This Agreement shall not be construed or implemented so as to impair or alter the rights of any person possessing a legal or beneficial interest in any Brattleboro Union obligation.

IN WITNESS WHEREOF, Vernon Town School District has caused this agreement to be signed this 14th day of August 2017 by Michael Hebert, Chair of its Board of School Directors, duly authorized at a meeting thereof held on August 14, 2017, and Brattleboro Union High School District No. 6 has caused this agreement to be signed this 21<sup>st</sup> day of August 2017 by Ricky Davidson, Chair of its Board of School Directors, duly authorized at a meeting thereof held on August 21, 2017.

VERNON TOWN SCHOOL DISTRICT

By: \_\_\_\_\_

Chair, Board of School Directors

Attest: \_\_\_\_\_

District Clerk

BRATTLEBORO UNION HIGH SCHOOL DISTRICT NO. 6

By: \_\_\_\_\_

Chair, Board of School Directors

Attest: \_\_\_\_\_

District Clerk

September 18, 2017

Lyle Holiday, Superintendent  
Windham Southeast Supervisory Union  
53 Green Street  
Brattleboro, VT 05301

Re: Proposed Windham Southeast Unified District Board Membership

Dear Lyle:

I am writing regarding the current proposal by the Windham Southeast Study Committee on behalf of the various member school districts of the Windham Southeast Supervisory Union (WSESU) to form a unified union school district. Specifically, you have asked us to review the proposed board membership of the Windham Southeast Unified District (hereinafter the “Unified School District”) and the requirements of the Equal Protection Clause of the United State Constitution.

Members of the Windham Southeast Study Committee formed under 16 VSA §706, have drafted Articles of Agreement for the formation of the Unified School District pursuant to Act 46. Article 8 of the Articles of Agreement establishes the number of board members from each town in the proposed unified union. The proposed board of school directors follows the statutory requirement that each proposed member district in the unified union be afforded at last one representative. Consistent with statute, the proposed board may not exceed 18 members, each member district shall be entitled to at least one representative, and representation shall be proportional to population. 16 VSA 706b(9). The composition of the initial nine-member school board is as follows: Brattleboro – four members, Dummerston – one member, Guilford – one member, and Putney – one member. In addition to the seven directors based upon town representation, the Study Committee has included two at-large school directors; the at-large school directors must be residents of one of the four towns and will be elected by the voters of all communities.

The Equal Protection Clause of the Fourteenth Amendment requires that each resident be given equal weight in representation. *Reynolds v. Sims*, 377 US 533, 569 (1964). The Supreme Court has held generally that an apportionment plan with a population deviation of less than 10% is a minor deviation. *Brown v. Thomson*, 462 US 835, 842 (1983). Despite stricter adherence to a 10% maximum deviation rule in *congressional* redistricting cases, the Court has shown *more* flexibility in regard to state and local forms of government. The Supreme Court has stated that mathematical exactness is not a requirement to the extent that it acts as a “straitjacket” preventing citizens from “devising mechanisms of local government suitable for local needs and efficient in solving local problems.” *Avery v. Midland*, 390 US 474, 485 (1968). In this proposal the Study Committee has sought to balance any variation with the addition of the two at-large school directors elected by all four communities, recognizing the weighted factor of Brattleboro’s population.

Lyle Holiday, Superintendent  
September 18, 2017  
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The representation plan proposed by the Study Committee preserves the member district boundaries, balances the size of the Board, is reasonably proportioned and includes the two at-large school directors thereby providing a balancing factor relative to the minor variations in proportionality. It is therefore reasonable to conclude that the proposal is permissible. In *Brown v. Thomson*, the Court found a Wyoming reapportionment plan constitutional despite a maximum deviation in population equality of 89%. 462 US 835 (1983). The Court justified this extreme deviation because of the State's historic policy of preserving counties as representative districts. Moreover, the Court in *Brown* acknowledged that if the least populous county, Niobrara County, were to be combined with a neighboring county in a single representative district it would have de minimis impact. *Id.*, at 847.

School board representatives are specifically tied to the management of local affairs. In order to further the State's goal of unifying school districts, conversations need to occur between districts with established relationships. Often this will mean a grouping of districts with a wide variation in population that does not lend itself well to precise mathematics. In an effort to maintain the political subdivision of the member school district representation and continue to allow for progress towards unification, it is reasonable to conclude that mathematical exactness must be set aside. This is consistent with the Court's continued flexibility afforded to municipal government schemes.

Based upon the above, it is our belief that there is a reasonable basis to support a conclusion that the proposed board representation for the Windham Southeast Unified District satisfies the requirements of the Equal Protection Clause of the U.S. Constitution.

Please feel free to contact me with any questions.

Sincerely,

  
Christopher B. Leopold

452-3, 8869