

November 20, 2019

DRAFT Merger Proposal between Barnard School District and Windsor Central Modified Unified Union

To the Vermont State Board of Education,

In December 2018, the unified district of the Windsor Central MUUSD Board voted unanimously not to hold a citizen vote regarding a possible involuntary annexation of the Barnard School District under the authority of Act 46, and further, to only attempt merger with Barnard if the Barnard electorate voted affirmatively on a voluntary merger plan first. The two boards agreed to attempt to address Barnard's concerns about the previous (2017) Act 46 merger plan, and to negotiate a set of merger terms that might support a positive merger vote in Barnard. The WCMUUSD Board asserted that any amendments to the original merger plan be conditioned on the WCMUUSD Board adding or amending policy first. Several months later, in 2019 the WCMUUSD did adopt a series of new policies that form the basis of the proposed revisions to the Windsor Central Articles of Agreement, that form the basis of this merger agreement that you will see below. This is how we arrived here today.

Three Central Concerns Addressed

From Barnard's perspective, there were three central issues of concern in the 2017 Windsor Central merger plan. These concerns were at the heart of the rationale of Barnard's Act 46, Section 9 proposal, included [here](#). We believed that under the 2017 merger plan, Barnard Academy—a thriving, fiscally sound school with steady to increasing enrollment—would have been vulnerable to unjustified closure or to restructuring that would threaten its sustainability. Barnard was also concerned that the unified district might seek to downsize our comprehensive PreK program for parity reasons with their offerings at that time. We believed, and still do, that a strong elementary school in our town, with a comprehensive and accessible early education offering, is critical for the health of Barnard's children and families, as well as for a vibrant community and local economy.

Throughout the original merger conversation, and into the current negotiation, we asked for the following:

- 1) Increased protection against school closure in the Articles of Agreement. We argued that considerations of school closure needed to be founded on questions of sustainability of the school building, and follow a formal and stringent process that recognized the asymmetrical interests of affected towns.
- 2) Increased protection against arbitrary school restructuring in Articles of Agreement, and removal of language from the Articles that recommended that Barnard be restructured.
- 3) Increased assurance that our two-year full day PreK offering would not be removed from our building, and that early education would be prioritized by the merged district.

The WCMUUSD has responded to these concerns to the degree that we believe a fair merger ballot can now be offered to the Barnard voters. The WCMUUSD Board has passed policies around closure and restructuring that speak to these concerns, and the policies are echoed in the proposed Articles of

Agreement between the Barnard School District and Windsor Central MUUSD. Furthermore, beginning in FY20 the WCMUUSD increased PreK offerings in the unified district so that currently all schools have a public two-year PreK offering. The WCMUUSD's recent commitment to a comprehensive model of early education removed our concern about downsizing our program. Ultimately, we sought to improve the terms of a possible merger and believe we have done so. We appreciate that the WCMUUSD Board supported a democratic process towards merger, and we are offering Barnard voters what we believe is a choice of two reasonable alternatives: merging governance with Windsor Central unified schools or remaining a single district.

Possible Benefits of Merger

This merger plan focuses on merged governance, and includes no plans for merging schools. As we argued in our Section 9 proposal, we do not see a significant increase in educational opportunities with merger as much of our curriculum and programming is already aligned with the WCMUUSD. Nor do we see a significant increase in equity with merger as our opportunities and outcomes are quite similar to other WCMUUSD campuses. However, merger may facilitate increased student support and intervention where grant-supported programs are managed and funded at the merged district level. To the extent that educational and staffing resources can be more readily shared from a central administration, we may see both administrative efficiencies and increased access to some centralized support systems and contracts, such as in the areas of Buildings and Grounds.

We believe the primary benefit of merging is financial stability. Based on the past two years of WCMUUSD school budgets and tax rates, we do not anticipate tax savings. And although Barnard's per pupil spending has historically been in line or better than our neighboring towns, a small school's budget is consistently subject to pressures that can be difficult to address without sacrificing programming. Being a part of a larger merged budget would allow Barnard to respond to volatile costs such as Special Education spikes without significant negative impact.

Another possible benefit is access to intra-district choice for Barnard families that seek to send their children to a different campus, and for Windsor Central families that seek to attend Barnard Academy. This may become more important to some Pomfret families if the Prosper Valley campus does not re-open as a full K-6 school campus. Enrollment at other schools is not, of course, guaranteed for all students that seek it, but can provide an option that some families seek, and can open up Barnard Academy to families that seek to send their children there.

Structurally, if Barnard merges, the newly-enlarged district would no longer be a "modified" unified union, Windsor Central will be a unified union. However, the non-operating district of Pittsfield is a part of the Windsor Central Supervisory Union, thus no dissolution of the Supervisory Union could occur immediately as WCSU would still contain two districts: WCUUSD and Pittsfield. Even though it would not offer an immediate benefit, arguably a Barnard merger into Windsor Central would move the region closer to being able to dissolve the Supervisory Union, should the SBE decide to do so. This would provide the benefit of increased transparency of budget particulars as Supervisory Union budgets are not voted on by electorates.

In Conclusion

The Barnard District School Board and Barnard School Board 721 Committee believe that the option of Barnard joining Windsor Central under the proposed revised Articles of Agreement herein, provides a fair

alternative to the retention of an independent school board for Barnard, and we believe it is our duty to provide this option to the voters of Barnard. Alternatively, the voters of Barnard may choose to retain individual governance of Barnard Academy, and we believe that this is a fair option as well.

The Barnard School District Board voted to approve the revised Articles of Agreement on November 5, 2019. The WCMUUSD Board had planned on voting to approving the revised Articles of Agreement at their November 14, 2019 meeting, but was a medical emergency caused the meeting to adjourn unexpectedly. The item is now on the November 25, 2019 WCMUUSD meeting agenda. As long as the WCMUUSD Board approves the revised Articles, and approves bringing them to their voters on Town Meeting Day; the Barnard School District Board will bring the question of merger to Barnard voters on December 10, 2019.

Planning for this scenario, a merger vote was warned in Barnard on November 6, 2019. Barnard's ballot asserts that the merger is contingent on an affirmative vote of the electorates of the towns of the Windsor Central unified district. If Barnard's vote outcome is affirmative, the plan is for the WCMUUSD will bring the revised Articles of Agreement as an integral part of the question of whether to accept Barnard into the district, to their voters on March 3, 2020 (Town Meeting Day).

We held a public information meeting on the potential merger at the Barnard Academy on September 11, 2019. We have warned an additional public information meeting for November 21, 2019 and will warn a public hearing for December 3, 2019; both to be held at the Barnard Academy. Below please find attached the Barnard School District warning for the December 10 vote and the proposed revised Articles of Agreement between Windsor Central (Modified) Unified Union and the Barnard School District.

We ask for your approval of this plan.

Thank you,

Carin Park
Chair, Barnard District School Board and
Member, Barnard School Board 721 Committee

Pamela Fraser
Barnard Representative to the Windsor Central MUUSD Board and
Member, Barnard School Board 721 Committee

Warning

The vote was warned on November 6, 2019:

WARNING FOR MEETING OF THE

BARNARD SCHOOL DISTRICT

The legal voters of the Barnard School District of Windsor County, Vermont, are hereby warned and notified to meet at the Barnard Town Hall on Tuesday, December 10, 2019, convening at 10:00 A.M. at which time the polls will open and continuing until 7:00 P.M. at which time the polls will close, for the purpose of transacting during that time voting by Australian ballot.

Shall the electorate approve the merger of the Barnard School District into Windsor Central Modified Unified Union School District, thereby creating Windsor Central Unified Union School District, in accordance with the proposed Articles set forth below.

NOTE that final approval of the merger will also require the subsequent affirmative vote of the electorate of the Windsor Central Modified Unified Union School District.

Revised Articles of Agreement (from the 2017 version)

Many technical changes have been made to this document in order to legally distinguish this potential merger from the districts that formed in 2017. It was important to maintain the status of the agreement between the forming districts, while augmenting the agreement to include Barnard. These technical changes largely involve distinguishing between the forming district and what would be an enlarged district by referring to the original agreement as the MUUSD and the proposed new agreement as The New Unified District. Due to the number of technical changes in the revised document, only changes to the substance of the agreement are underlined below. The WCMUUSD Board will review this draft at their November 12, 2019 board meeting.

<p style="text-align: center;">ARTICLES OF AGREEMENT WINDSOR CENTRAL UNIFIED UNION SCHOOL DISTRICT</p>
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Article 1. Necessary Advisable School Districts

The Town School Districts of Barnard, Bridgewater, Pomfret, Plymouth, Reading, Killington and Woodstock (hereinafter referred to as the "Town School Districts") are advisable districts for the establishment of the Windsor Central Unified Union School District (hereinafter referred to as the "New Unified District").

The Bridgewater and Pomfret Joint School shall also be considered advisable for the formation of the New Unified District but its interests are represented by the voters of the Bridgewater and Pomfret Town School Districts.

The Woodstock Union High School District shall also be considered an advisable district for the formation of the New Unified District but its interests are represented by the voters of each of the Town School Districts (except Plymouth).

If the voters of the six (6) Town School Districts that are currently members of the Woodstock Union High School District vote to approve the merger, the New Unified District will be established. If the voters of at least four (4), but not all, of the Town School Districts that are currently members of the Woodstock Union High School District vote to approve the merger, a modified unified union school/district will be established to be known as the Windsor Central Modified Unified Union School District ("Modified Union District").

If the New Unified District or a Modified Union District is created, then the Town School Districts that voted in favor of merger and the Woodstock Union High School District shall be referred to herein as the "Forming Districts".

If either of the Town School Districts of Bridgewater or Pomfret vote to approve the merger and either the New Unified District or Modified Union District is established, the vote of either the Bridgewater or Pomfret Town School District shall have the effect of terminating the Bridgewater and Pomfret Joint School Agreement in accordance with the dates set forth in Article 11.

If the voters of the Town School Districts vote to approve the merger, and the Vermont State Board of Education designates the merged entities as a supervisory district pursuant to 16 V.S.A. Section 261(c), then the Windsor Central Supervisory Union will transfer its funds, debt, and property to the New Unified District in the same manner as the Forming Districts in Articles 6 and 7, and will cease to exist in accordance with the dates set forth in Article 11.

The Pittsfield Town School District is currently a member of the Windsor Central Supervisory Union. In connection with designation of the merged entities as a supervisory district, the Vermont State Board of Education shall act pursuant to 16 V.S.A. Section 261(a) to determine an appropriate supervisory union assignment for Pittsfield.

The Plymouth School District is a member of the Windsor Central Supervisory Union. If either the New Unified District or the Modified Union District (hereafter, reference to New Unified District shall refer to both the New Unified District and Modified Union District, references to Modified Union District shall mean only that entity) are established and Plymouth voters approve the merger, the New Unified District anticipates that the Vermont State Board of Education will act pursuant to 16 V.S.A. Section 261(a) to adjust the boundaries of the new supervisory union to include the town of Plymouth as needed.

Article 2. Additional Districts

No additional districts are included in the proposed New Unified District at this time.

Article 3. Grades to Operate

The New Unified District will operate grades Pre-Kindergarten through grade 12.

Article 4. Proposed New School Construction

No new schools are proposed to be constructed at this time.

Article 5. Plan for First Year of Operation

The New Unified District will provide for the transportation of students, assignment of staff, and curriculum in a manner that is consistent with the contracts, collective bargaining agreements, and provisions of law that are in effect during the first year that the New Unified District is providing full educational services and operations. Beginning July 1, 2020, the services and responsibilities of the New Unified District described immediately above shall include and apply equally to (as applicable) students in Barnard, and to the former staff of Barnard School District.

The board will comply with 16 VSA Chapter 53, subchapter 3, regarding recognition of the representatives of employees of the respective forming districts as the representatives of the employees of the New Unified 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, 2018, the Board will comply with the preexisting master agreements pursuant to 16 VSA Chapter 53, subchapter 3. The Board shall honor all individual employment contracts that are in place in the Forming Districts on June 30, 2018 until their respective termination dates. The Board shall honor all individual employment contracts in place with employees of Barnard School District on June 30, 2020 until the respective termination dates, and shall honor the respective seniority of those employees.

Article 6. Indebtedness of Member Districts

A. Capital Debt

The New Unified District shall assume all capital debt as may exist on June 30, 2018, including both principal and interest, of the Forming Districts that joined the new union district. The New Unified District shall assume all capital debt as may exist on June 30, 2020, including both principal and interest, of the Barnard School District.

B. Operating Fund Surpluses, Deficits and Reserve Funds

The New Unified District shall assume any and all operating deficits, surpluses, and fund balances of the forming districts that may exist on the close of business on June 30, 2018. In addition,

reserve funds identified for specific purposes will be transferred to the New Unified District, and will be applied for established purposes unless otherwise determined through appropriate legal procedures. Upon approval of both the voters of the Barnard School District and the New Unified School District of the merger of Barnard into the New Unified District, any and all operating surpluses or deficits, surpluses, and all fund balances, including reserve funds, shall be transferred to the New Unified District by June 30, 2020.

C. Restricted Funds:

The Forming Districts will transfer to the New Unified District any preexisting specific endowments or other restricted accounts, including student activity and related accounts, held by school districts that may exist on June 30, 2018. Scholarship accounts, private donations, or similar restricted funds/accounts, held by individual school districts prior to June 30, 2018, that have specified conditions of use (e.g. in support of a specific program or school) will be used by the New Unified District in accordance with their original provisions. This understanding applies, as well, to future gifts by individuals, groups, or foundations who wish to raise or donate funds in support of specific programs or schools in the New Unified District.

Barnard School District shall transfer to the New Unified District any preexisting specific endowments or other restricted accounts, including student activity and related accounts, held by it on June 30, 2020. Scholarship accounts, private donations, or similar restricted funds/accounts, held by Barnard School District on June 30, 2020, that have specified conditions of use (e.g. in support of a specific program or school) will be used by the New Unified District in accordance with their original provisions. This understanding applies, as well, to future gifts by individuals, groups, or foundations who wish to raise or donate funds in support of specific programs or schools in the New Unified District.

D. Funds of the Bridgewater and Pomfret Joint School

The provisions of Section 6 A-C above notwithstanding, if only the Bridgewater or the Pomfret Town School District (but not both) approve of the merger, all funds of the Bridgewater and Pomfret Joint School shall be distributed in accordance with the provisions of their Joint School Agreement in accordance with the dates set forth in Article 11. If the Bridgewater and Pomfret Town School Districts both approve the merger, all funds of the Bridgewater and Pomfret Joint School shall be distributed in accordance with the provisions of these Articles.

E. Transfer of Debt and Funds

The debt and funds specified above, subject to finalization of audits, shall be transferred to the New Unified District in accordance with procedures and timelines established by the New Unified District Board following its organizational meeting, as further discussed in Article 11.

Article 7. Real and Personal Property

A. Transfer of Property to the Unified District:

No later than June 30, 2018, the Forming Districts will convey to the New Unified District, for the sum of one dollar, and subject to the encumbrances of record, all of their school-related real and personal property, including all land, buildings, and content.

No later than June 30, 2020, the Barnard School District will convey to the New Unified District, for the sum of one dollar, and subject to the encumbrances of record, all of their school-related real and personal property, including all land, buildings, and content. The transfer shall be made by Quit-Claim Deed. All costs involved in this transfer of property shall be paid by the New Unified District.

B. Subsequent Sale of Real Property to Towns:

In the event that, and at such subsequent time as, the New 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 New Unified District shall offer for sale such real property to the town in which such real property is located, for the sum of one dollar, subject to all encumbrances of record, the assumption or payment of all outstanding bonds and notes, and the repayment of any school construction aid or grants required by Vermont law, in addition to costs of capital improvements subsequent to July 1, 2018. With respect to any real property conveyed to the New Unified District by Barnard School District, the operative date in the preceding sentence shall be July 1, 2020.

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 the town elects to sell the real property prior to five years of ownership, the town shall compensate the New Unified District for all capital improvements and renovations completed after the formation of the New Unified District prior to the sale to the town. In the event a town elects not to acquire ownership of such real property, the New Unified District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the New Unified District Board of School Directors. With respect to the school properties of Bridgewater, Pomfret, Plymouth, Reading, Killington and Woodstock the operative date in this paragraph shall be July 1, 2018. With respect to the Barnard school properties, the operative date in this paragraph shall be July 1, 2020.

C. Property of the Bridgewater and Pomfret Joint School

The provisions of Section 7 A&B above notwithstanding, if only the Bridgewater or the Pomfret Town School District (but not both) approve of the merger, all property of the Bridgewater and Pomfret Joint School shall be distributed in accordance with the provisions of their Joint School Agreement in accordance with the dates set forth in Article 11. If the Bridgewater and Pomfret Town

School Districts both approve the merger, all property of the Bridgewater and Pomfret Joint School shall be distributed in accordance with the provisions of these Articles.

Article 8. Board of School Directors Representation

The New Unified District Board of Directors shall be composed of eighteen (18) individuals elected by Australian ballot by the voters of the municipalities in which they reside. Each municipality within the New Unified District shall be guaranteed at least two resident representatives.

Based on the 2010 census, the New Unified District board will consist of two (2) representatives residing in and representing Barnard; two (2) residing in and representing Bridgewater; two (2) residing in and representing Killington; two (2) residing in and representing Pomfret; two (2) residing in and representing Plymouth; two (2) residing in and representing Reading; six (6) residing in and representing Woodstock.

The Barnard, Bridgewater, Killington, Pomfret, Plymouth, Reading, and Woodstock specific numbers of directors are consistent with current census figures. Each time there is a new decennial census, the proportionality of representation reflected in the specific numbers of directors allocated to each municipality shall be aligned to the new counts if necessary.

Article 9: Initial Directors Terms of Office

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 New Unified District. In the initial election of School Directors, the terms of office will be as follows:

Town	Term ending March 2019	Term ending March 2020	Term ending March 2021
Barnard	1	0	1
Bridgewater	1	0	1
Killington	0	1	1
Pomfret	0	1	1
Plymouth	1	1	0
Reading	1	1	0
Woodstock	2	2	2

The terms of the initial school directors indicated above will include the months in between the organizational meeting and the first annual meeting in 2018.

Nominations for the office of New Unified District School Director representing a specific town shall be made by filing, with the clerk of that district/town proposed as a member of the New

Unified District, a statement of nomination signed by at least 30 voters in that district/town or one percent of the legal voters in the district/town, whichever is less, and accepted in writing by the nominee. A statement shall be filed not fewer than 30, nor more than 40 days prior to the date of the vote.

Pursuant to the provisions of 16 V.S.A. § 706j (b), directors initially elected to the New Unified District shall be sworn in and assume the duties of their office.

Thereafter, members of the Board of School Directors will be elected by Australian ballot at the New Unified District's Annual Meeting. Terms of office shall begin and expire on the date of the New Unified District's annual meeting. In the event the New Unified District's annual meeting precedes Town Meeting Day, the Director's terms shall expire on Town Meeting Day.

Article 10. Submission to Voters

The initial proposal forming the Unified District was duly warned and presented to the voters of the all necessary and advisable districts identified in Article 1 on March 7, 2017. The vote took place in each of the school districts by Australian ballot.

A proposal of merging Barnard School District into the New Unified District will be duly warned and presented to the voters of Barnard on December 10, 2019. The vote shall be taken by Australian ballot. The warning for Barnard's vote is attached hereto as (Appendix I). If passed by the electorate of the Barnard School District, the same proposal will be presented to the voters of the Windsor Central Modified Unified Union School District on Tuesday, March 3 (Town Meeting Day), 2020.

Article 11. Commencement of Operations

Upon an affirmative vote of the electorates of the Forming Districts and upon compliance with 16 VSA § 706g, the New 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, 2018. The New Unified District shall, between the date of its organizational meeting under 16 VSA § 706j and June 30, 2018, undertake planning and related duties necessary to begin operations of the new unified union school district on July 1, 2018, including preparing for and negotiating contractual agreements, preparing and presenting the budget for fiscal year 2019, preparing for the New Unified District annual meeting, and transacting any other lawful business that comes before the Board, provided however, that the exercise of such authority by the New Unified District shall not be construed to limit or alter the authority and/or responsibilities of the school districts that will form the New Unified District and that will remain in existence during the transition period for the purpose of completing any business not given to the New Unified District.

On July 1, 2018, when the New Unified District becomes fully operational and begins to provide educational services to students, the Forming Districts shall cease all educational operations and shall remain in existence for the sole purpose of completing any outstanding business not given to

the New 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, 2018. Upon the completion of outstanding business or December 31, 2018, whichever date is earlier, the forming school districts shall cease to exist pursuant to 16 VSA §722. If the Windsor Central Unified Union School District is formed and the State Board designates it a supervisory district pursuant to 16 V.S.A. § 261(c), the Windsor Central Supervisory Union shall cease all operations within a reasonable timeframe of the completion of all outstanding business of its member school districts.

On July 1, 2020, when the New Unified District begins providing educational services to Barnard students, the Barnard School District shall cease all educational operations and shall remain in existence for the sole purpose of completing any outstanding business not given to the New 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, 2020. Upon the completion of outstanding business or December 31, 2020, whichever date is earlier, the Barnard School District shall cease to exist pursuant to 16 VSA §722.

Article 12. Australian Ballot Voting

The New Unified District shall vote the annual school district budget and all public questions by Australian ballot.

Article 13. Provisions for Closure of a School

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

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

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

In cases where the per-pupil cost has exceeded 130% at the campus in question over three years, the Board is still required to have a vote with a supermajority of 75% to move forward. A vote will be held in

all towns within the district by Australian ballot and a combined supermajority of 60% shall be required. Votes shall be reported by each town.

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

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

Article 14. Intra-district School Choice

By July 1, 2018, the Board of School Directors shall develop policy and programs for offering intra-district choice to the families or guardians of elementary students within the New Unified District. This policy will, without limitation, address the rights of elementary students who are residents of the Town of Bridgewater if the Bridgewater School district votes to join the New Unified District and the Pomfret School District does not vote to join. In accordance with 16 V.S.A. Section 821, all resident students will be assured enrollment at an elementary school operated by the New Unified District. Choice may be limited only where necessary to the legitimate operational needs of the New 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 15. Restructuring of Elementary School Configurations

From and after July 1, 2020, grade configuration changes will be made consistent with the New Unified District Board's District Grade Reorganization Policy. Grade configuration changes will either be based on 1) sustainability criteria or 2) on educational aims and/or initiatives, as defined in the Board's Campus Sustainability Policy.

Grade configuration change shall require a 60% majority Board vote. Grade configuration changes made on the basis of educational aims or initiatives shall be made equitably for all affected students.

In considering any plan that involves grade reconfiguration at a campus or campuses, public input will be sought and considered. There will be not less than two Information Meetings, including one in each town where an affected school is located.

There will be a process to collect community feedback by a survey of the public in each town and the Board and Administration will weigh the results when deciding on the matter.

If grade configuration changes are made at any campus, then appropriate adjustments will be made to the Campus Sustainability Policy.

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

Article 16. Investment Plan

Given the existing variability in student achievement, program and instructional opportunity across the current supervisory union, the Board of Directors will develop an investment plan by July 1, 2018 to strengthen curriculum, instruction, programming, student support, and infrastructure.

Article 17. Community Engagement and Input

For each operating school within the New Unified District, the New Unified District Board shall provide opportunity for local input. Structures to support, encourage, and recognize the local participation of advisory groups created by and located within the forming communities shall be established by the New Unified District Board on or before July 1, 2018. Local input will be advisory. The New Unified District Board may create strategies for local participation at each school and may develop procedures to receive input from each school and/or town.

Article 18. Subsequent Admission after a No Vote

In the event that a Forming District(s) that is a member of the Woodstock Union High School or the Plymouth School District votes not to join the New Unified District as minimally formed by at least four of the Woodstock Union High School member districts, each will independently have until October 1, 2017 to vote again whether to join the New Unified District with admission granted in advance by the New Unified District. For the purpose of compliance with 16 VSA §721, the New Unified District consents to admission by any of the original forming districts that voted no. Thereafter, admission will be determined by Vermont statutes requiring favorable votes both by those districts seeking admission and also by the voters of the New Unified District.

Article 19. Modified Unified Union School District — Non Member Elementary District(s)

If a Modified Union District is established, any Forming Districts that are members of the Woodstock Union High School that vote NO will be referred to as Non-Member Elementary Districts (NMED). Board representation in the Modified Union District will be proportional as represented in the chart under Article 8, including full proportional representation from each NMED. Board members from each NMED will have voting powers for all general Modified Union District actions, but will recuse themselves from consideration and voting upon programmatic, budgetary, personnel, or building matters of the Modified Union District which correlate to grades operated by the NMED. The board is authorized to recalculate the quorum requirements relative to preK-12 issues to reflect the recusal provisions of this article regarding NMED board members.

Article 20. Non Member Elementary District(s) Relation to Supervisory Union

If a Modified Union District is established in accordance with Article 1, the WCSU shall perform the functions of a supervisory union for both the Modified Union District and any NMEDs. These Articles of Agreement shall constitute an application by the WCSU Board for a waiver of the governance provisions applicable to the WCSU Board pursuant to 16 V.S.A. Section 261(d) to provide the following:

- A. **Board Composition:** All members of the Modified Union District Board shall be members of the WCSU Board. In addition, each NMED board, except the Woodstock School District if it is a NMED, shall appoint one of its members to serve on the WCSU Board.

- B. **Weighted Voting:** All members of the Modified Union District Board, except those elected or appointed to represent NMEDs, shall have one vote. All members of the WCSU Board elected or appointed to represent NMEDs, except those elected by the Woodstock School District if it is a NMED, shall have a weighted vote of two thirds (2/3). This weighted voting for NMED representatives is necessary so that their combined weighted vote (the vote of 3 representatives will be 2) will equal the number of representatives from the communities that have two representatives on the Modified Union District Board. In this manner, voting on the WCSU Board will have the same proportional representation as reflected in the composition of Modified Unified Union School District Board.

- C. The Modified Union District and WCSU shall conduct joint meetings with a single agenda, providing that representatives appointed by the NMEDs may not vote on Modified Union District matters.

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

- (1) The cost associated with collecting the underlying data and preparing the separate calculation and assessment for a NMED, which cost would not be needed in the absence of the provision of services to non-members,
- (2) A reasonable charge for the embedded cost associated with the standby capacity to provide services to a NMED.
- (3) The incremental costs of providing services to a NMED.

Charges or assessments may be made on the basis of a reasonable allocation proxy. Charges or assessments to a NMED may be made on a different basis from the costs allocated to the Modified Union District. Charges or assessments may be made on the basis of a reasonable estimate, subject to adjustment when the actual costs are known.

The Modified Union District Board and WCSU shall determine the standards determining charges or assessments. Expectations are that the Modified Union District will not subsidize a NMED and that charges will reflect fairness to WCSU, the Modified Union District and any NMED. Charges or assessments will comply with state law and applicable accounting standards.

Article 21. Tuition Rights of Plymouth Students

In accordance with Act 153, any resident student of the Plymouth Town School District enrolled during the 2017-2018 school year in any school operated by a district that is not a member of the Windsor Central Supervisory Union or is enrolled during the 2017-2018 school year in an independent school, shall be entitled to continue enrollment at public expense in such school until completion of the highest grade offered by such school. The New Unified District shall be obligated to pay tuition for such students in accordance with 16 V.S.A. Section 823 and 824.

Appendix I:

**WARNING FOR
MEETING OF THE
BARNARD SCHOOL DISTRICT**

The legal voters of the Barnard School District of Windsor County, Vermont, are hereby warned and notified to meet at the Barnard Town Hall on Tuesday, December 10, 2019, convening at 10:00 A.M. at which time the polls will open and continuing until 7:00 P.M. at which time the polls will close, for the purpose of transacting during that time voting by Australian ballot.

Shall the electorate approve the merger of the Barnard School District into Windsor Central Modified Unified Union School District, thereby creating Windsor Central Unified Union School District, in accordance with the proposed Articles set forth below.

NOTE that final approval of the merger will also require the subsequent affirmative vote of the electorate of the Windsor Central Modified Unified Union School District.