The Franklin Northwest Unified Union School District
Articles of Agreement

Pursuant to the State Board of Education's final Statewide Plan dated November 28, 2018 and issued on this 30th day of November, 2018 as required and authorized by 2015 Acts and Resolves No. 46, Sec. 10(b), as amended ("Act 46"), the Franklin Northwest Unified Union School District ("New Union District") is created to provide for the prekindergarten through grade 12 education of its resident students.

Article 1 – Creation of New Union District

A. Forming Districts

The Franklin School District, the Highgate School District, the Swanton School District, and the Missisquoi Union High School District (collectively "the Forming Districts") are merged to create the New Union District.

B. Temporary Legal Name

The New Union District shall be known by the name "the Franklin Northwest Unified Union School District" unless and until the New Union District changes it.

C. Resident Students

The New Union District is responsible for the prekindergarten through grade 12 education of students residing in the towns of Franklin, Highgate, and Swanton.

Article 2 – Grades Operated and/or Tuitioned in Academic Years 2019-2020 and 2020-2021

In academic years 2019-2020 and 2020-2021, the New Union District shall operate schools for the grades for which the Forming Districts operated schools in academic year 2018-2019 and shall pay tuition for any grades for which the Forming Districts paid tuition in that year.

Article 3 – Attendance; Restructuring of Grade Configurations in Academic Years 2019-2020 and 2020-2021

A. Attendance in Academic Years 2019-2020 and 2020-2021

In academic years 2019-2020 and 2020-2021, each student in the grades for which the New Union District operates multiple school buildings will attend the school that a student residing in that town would have attended in academic year 2018-2019; provided however, that the New Union District Board may grant a parent's or guardian's request for student enrollment in a different school operated by the New Union District based on individual student circumstances and the Superintendent's determination of the school's capacity to serve the child.

B. Restructuring of Grade Configurations in Academic Years 2019-2020 and 2020-2021

i. For purposes of these Articles, the words "restructuring of grade configurations," "restructuring," and any grammatical variations mean eliminating all classrooms for

any grade or grades, prekindergarten through grade 12, operated at one or more schools and requiring children in the grade or grades to attend classrooms located in a different school.

ii. In academic years 2019-2020 and 2020-2021, the New Union District Board shall not restructure the grade configuration of any school building conveyed to it by a Forming District.

Article 4 – Closure of School Buildings

A. Academic Years 2019-2020 and 2020-2021

In academic years 2019-2020 and 2020-2021, the New Union District shall not close any school building conveyed to the New Union District by a Forming District or cease using the building to provide direct education in at least one grade, prekindergarten through grade 12, unless first approved by the voters residing in the town(s) in which the school is located.

Provided, however, that if the school building was conveyed by a Forming District that was already a union school district, then the New Union District shall not close the school building or cease using the building to provide direct education in at least one grade in academic years 2019-2020 and 2020-2021 unless first approved by the electorate of the New Union District.

B. Academic Year 2021-2022 and After

In academic year 2021-2022 and after, the New Union District Board shall not close any school building or cease using the building to provide direct instruction in at least one grade, prekindergarten through grade 12, unless first approved by the electorate of the New Union District.

Article 5 – Finances

A. Indebtedness, Including Capital Debt

The New Union District shall assume all indebtedness that may exist on June 30, 2019, including capital debt and including both principal and interest, of the Forming Districts.

B. Operating Fund Surpluses

The New Union District shall assume all operating surpluses, deficits, and fund balances of the Forming Districts that may exist at the close of business on June 30, 2019.

The New Union District shall apply any reserve fund for the fund's specific purpose, if identified, unless otherwise determined through appropriate legal procedures.

C. Transfer of Debt and Funds

The Forming Districts shall transfer the debt and funds specified in this Article to the New Union District on or before June 30, 2019 in accordance with procedures and timelines established by the New Union District Board.

Article 6 – Real and Personal Property

A. Transfer of Property to the New Union District

No later than June 30, 2019, the Forming Districts shall convey to the New Union 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 contents.

B. Subsequent Sale of Real Property to Town in which It is Located, in Any Year in the Future

*Subject to any requirements relating to school building closure in **Article 4*** and to the sale of buildings in Title 16 or any other Title of the Vermont Statutes Annotated, if the New Union District Board determines, in its discretion, that the real property, including land and buildings, conveyed to it by one or more of the Forming Districts will not be used for direct delivery of education in at least one grade or for any other purpose related to operation of the New Union District, then the New Union District shall offer for sale such real property to the town in which the 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.

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. If the town elects to sell the real property prior to five years of ownership, then the town shall compensate the New Union District for all capital improvements and renovations initiated after July 1, 2019 and prior to the sale to the town.

If a town elects not to acquire ownership of such real property, then the New Union District shall sell the property pursuant to Vermont statutes and upon such terms and conditions as established by the New Union District Board.

C. Subsequent Sale of Real Property Conveyed by Forming District that was a Union School District, in Any Year in the Future

Notwithstanding Paragraph (B) of this Article 6, and *subject to any requirements relating to school building closure in **Article 4*** and to the sale of buildings in Title 16 or any other Title, if the New Union District Board determines, in its discretion, that the real property, including land and buildings, conveyed to it by a Forming District that was a union school district on June 30, 2019, will not be used for direct delivery of education in at least one grade or for any other purpose related to operation of the New Union District, then the New Union District shall sell the property pursuant to Vermont

statutes and upon such terms and conditions as are established by the New Union District Board.

Article 7 – Transportation, Employees, and Contracts in Academic Year 2019-2020

In academic year 2019-2020, the New Union District shall provide for the transportation of students, assignment of staff, and implementation of curriculum in a manner that is consistent with the contracts, collective bargaining agreements, and provisions of law that are in effect during that academic year.

The New Union District, through its Board, shall comply with 16 V.S.A. Chapter 53, subchapter 3, regarding recognition of the representatives of employees of the respective Forming Districts, and the SU if applicable, as the representatives of the employees of the New Union District, and the SU if applicable, and shall commence negotiations pursuant to 16 V.S.A. Chapter 57 for teachers and 21 V.S.A. Chapter 22 for other employees. In the absence of new collective bargaining agreements on July 1, 2019, the New Union District shall comply with the pre-existing master agreements pursuant to 16 V.S.A. Chapter 53, subchapter 3.

The New Union District shall honor all individual employment contracts that are in place in the Forming Districts on June 30, 2019 until their respective termination dates; provided, however, that if a Forming District enters into the contract on or after November 1, 2018, then this paragraph shall apply only if the contract expires on or before July 1, 2020.

Article 8 – Organizational Meeting of New Union District

A. Date of Meeting and Public Notice

On or before January 29, 2019, the voters of the New Union District shall hold an organizational meeting within the district on a date and at a location to be determined by the Superintendent.

The Superintendent shall post notice of the day, hour, and place of the meeting in at least one public place in each town identified in **Article 1(C)** and publish it at least once in a newspaper circulating within the New Union District. Publication and posting shall be made not more than 40 days nor fewer than 30 days before the date of the meeting. The New Union District shall bear the cost of giving notice.

The Secretary of Education shall draw the warning for the organizational meeting.

B. Business to be Transacted

The Secretary or the Secretary's designee shall call the organizational meeting to order. The voters of the New Union District shall transact the following business at the organizational meeting, with all votes conducted "from the floor:"

i. To elect a temporary presiding officer and clerk of the New Unified District from among the qualified voters of the district.

ii. To swear in the members of the Transitional Board created in **Article 9**, who shall immediately assume office and serve until the voters of the New Union District elect the initial members of the Board of Directors and those members are sworn in and assume their duties.

iii. To adopt Robert's or other rules of order, which shall govern the parliamentary procedures of the organizational meeting and all subsequent annual and special meetings of the New Union District.

iv. To elect the following officers of the New Union District from among the qualified voters of the district, which officers shall assume office upon election and serve for a term of one year or until their successors are elected and qualified:

- Moderator
- Clerk
- Treasurer

v. To determine a date and location for the first annual meeting of the New Union District and all subsequent annual meetings, which shall be not earlier than February 1 and not later than June 1 in each year.

vi. To determine whether to vote on the New Union District's budget and all other public questions by Australian ballot.

vii. To determine whether to elect members of the New Union District Board by Australian ballot.

viii. To determine and approve compensation, if any, to be paid to officers of the New Union District.

ix. To determine and approve compensation, if any, to be paid to members of the New Union District Board.

x. To establish provisions for the payment of any expense incurred by the New Union District before it becomes fully operational on July 1, 2019 under a voter-approved budget for the fiscal year beginning on that date.

xi. To authorize the New Union District to borrow money pending receipt of payments from the State Education Fund by the issuance of its notes or orders payable not later than one year from date: provided, however, that the District is authorized by Vermont Statutes to borrow sufficient funds to meet pending obligations.

xii. To determine whether to authorize the Board of School Directors, pursuant to the provisions of 16 V.S.A. § 563(10) & (11)(C), to provide mailed notice to residents of

the availability of the Annual Report and proposed school budget in lieu of distributing the Annual Report and proposed budget.

xiii. To address any other business determined to be necessary or advisable and warned as required in Paragraph (A) of this Article 8.

Article 9 – Transitional Board

A. Creation of Transitional Board; Term of Existence

Until the voters of the New Union District elect the members of the initial Board of Directors as set forth in **Article 10**, and those members are sworn in and assume their duties, the individuals serving on July 1, 2018 as Chair and Clerk of the board of directors of each Forming District identified in **Article 1**, including the board of any Forming District that is a union school district on that date, constitute the transitional board of directors for the New Union District ("Transitional Board"); provided, however, that by majority vote the board of a Forming District may designate another board member or members to serve on the Transitional Board instead of the Chair, or the Clerk, or both.

B. Initial Meeting of Transitional Board

The Superintendent of the supervisory union of which a majority of the Forming Districts are members shall convene the first meeting of the Transitional Board to occur no later than 14 days after the organizational meeting convened pursuant to **Article 8**. The agenda for this first meeting of the Transitional Board shall include the election by the Transitional Board members of:

i. One of their members to serve as Chair of the Transitional Board; and

ii. One of their members to serve as Clerk of the Transitional Board.

C. Purpose and Authority of Transitional Board

During the period of its existence, the Transitional Board shall serve as the New Union District's school board and shall perform all functions required of, and have all authority granted to:

i. The Transitional Board in Paragraph (D) of this Article 9; and

ii. The New Union District Board in these Articles of Agreement and otherwise by law.

D. Specific Duties of Transitional Board

In addition to any responsibilities of the New Union District Board that can, should, or must be performed before the initial members of that Board are elected and assume office, the Transitional Board shall perform the following functions:

i. First Draft of Proposed Budget: Prepare a *draft* of the proposed Fiscal Year 2020 budget of the New Union District, which the Transitional Board shall provide to the

New Union District Board for consideration at the first meeting of the New Union District Board convened pursuant to **Article 10(D)**.

ii. District Meeting Warnings: Prepare for and warn the following items as one or more special meetings of the New Union District:

a. Election of Initial Board Members: A meeting of the New Union District at which the voters shall elect initial Board members as set out more detail in **Article 10**, in the manner determined by the voters at the organizational meeting pursuant to **Article 8(B)(vii)**.[1]

b. Amendments to Default Articles if Intended to be Effective on or before July 1, 2019: A meeting of the New Union District, which the Legislature has required to occur no later than February 28, 2019, at which the voters shall consider whether to approve any amendments to the Articles of Agreement that may be proposed by the committee authorized in 2016 Acts and Resolves No. 46, Sec. 10, as amended by 2017 Acts and Resolves No. 49, Sec. 8(d), and which is addressed in more detail in **Article 14(B)(i)**.

Article 10 – New Union District Board of School Directors – Initial Members

A. Initial Representation on New Union District Board

The members of the New Union District Board shall be composed of a total of six (6) individuals elected pursuant to the "Hybrid Model" of board representation, which the United States District Court for the District of Vermont has endorsed as meeting constitutional requirements of proportionality.[2]

Two seats on the Board are allocated to each town identified in **Article 1**, with individuals elected to fill those seats by a vote of the electorate of the entire New Union District.

B. Length of Term of Initial Board Members

The terms of office for the initial members of the New Union District Board elected at the meeting warned for that purpose by the Transitional Board pursuant to **Article 9(D)(ii)(a)**, are as follows:

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[1] *See 16 V.S.A. chapter 11 for statutes addressing the process for appointing individuals to fill vacant school board seats. See also 2018 Spec. Sess. Acts and Resolves No. 11, Sec, E.500.8, which temporarily replaces those statutes with a different process.*

[2] *Barnes v. Board of Directors, Mt. Anthony Union High School District, 418 F. Supp. 845 (D. Vt. 1976).*

Town	Term ending Spring 2020	Term ending Spring 2021	Term ending Spring 2022
Franklin	1	1	
Highgate	1		1
Swanton		1	1

C. Election of the Initial Board Members if the Voters Decide at the Organizational Meeting[3] to Proceed by Australian Ballot

i. Nominations: Nominations for the office of New Union District Board member allocated to a specific town shall be made by filing a statement of nomination signed by at least 30 voters in that town or one percent of the legal voters in the town, whichever is less, and accepted in writing by the nominee. The statement shall be filed with the elected clerk of that town not later than the sixth Monday preceding the date of the vote.[4]

ii. Preparation of Ballot: Within seven days after the deadline for filing statements of nomination has expired, each town clerk shall transmit the names of all qualified candidates to the Clerk of the New Union District elected at the organizational meeting pursuant to **Article 8(B)(iv)**. The District Clerk shall compile the names of the qualified candidates from each town and shall prepare the ballot for use at each polling place in the New Unified District.

iii. Counting of Ballots: Each town clerk shall count the ballots cast in the town and shall transmit the results of the vote in that town to the elected Clerk of the New Union District. The District Clerk shall calculate the combined votes cast by voters of the District and report the combined results to the public, without differentiating as to town of residence. A candidate is elected to serve in a seat allocated to the candidate's town of residence if the candidate receives a majority of the votes cast by the voters of the New Union District for that seat.

D. Swearing-In and Assumption of Duties

Within 14 days after the initial Board members are elected, the Superintendent shall:

i. Arrange for the Clerk of the New Union District and/or one or more town clerks within the boundaries of the District to swear in the initial elected members of the Board, who shall assume office upon being sworn in; and

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[3] *See Article 8(B)(vii).*

[4] *See Footnote 1 regarding appointing individuals in the event of vacancies.*

ii. Convene the first meeting of the initial members of the New Union District Board, at which time the Transitional Board created in **Article 9** shall dissolve.

iii. At the first meeting of initial members of the New Union District Board:

a. The members shall elect a Chair of the Board and Clerk of the Board.

b. The members of the former Transitional Board shall present the draft Fiscal Year 2020 budget to the New Union District Board required in **Article 9(D)(i)** together with any supporting data or other documentation.

E. Preparation and Presentation of Proposed Fiscal Year 2020 Budget

Pursuant to the provisions of Title 16, V.S.A., the New Union District Board shall prepare and distribute a proposed Fiscal Year 2020 budget (academic year 2019-2020) and the voters of the New Union District shall vote, at a special meeting of the district that the Board warns for the purpose, to appropriate the sums necessary to meet the district's expenses.

Article 11. Representation on New Union District Board – *On and After the District's Annual Meeting in 2020*

The New Union District Board shall be composed of individuals elected pursuant to the "Hybrid Model" of board representation, in the numbers and allocation set forth for election of the initial members under **Article 10(A)**, unless and until the voters of the New Union District amend this Article 11.

Except as provided for the election of the initial members of the New Union Board in **Article 10(B)**, each New Union District Board member shall serve for a period of three (3) years or until his or her successor is elected and qualified, as required by Vermont law.

Each member of the New Union Board who serves after the expiration of terms of the initial Board members, shall be elected at an annual or special meeting of the New Union District. Terms of office shall begin and expire on the date of the New Union District's annual meeting. In the event the New Union District's annual meeting precedes Town Meeting Day, the terms of each Board member shall begin and expire on Town Meeting Day.

If the voters amend this Article 11, the amendment shall ensure that the terms of office are staggered as required by law.

Article 12 – Commencement of Operations

The New Union District, through its Board, has and shall exercise all of the authority that is necessary for it to prepare for full educational operations beginning on July 1, 2019. On or before June 30, 2019, the New Union District Board shall perform all planning, transitional, and other related duties necessary to begin operations of the New

Union District on July 1, 2019, including preparing for and negotiating contractual agreements, and transacting any other lawful business that comes before the Board, provided however, that the exercise of such authority by the New Union District shall not be construed to limit or alter the authority or responsibilities of each Forming District, which shall remain responsible for providing for the education of its resident students until July 1, 2019.

Article 13 – Dissolution of Forming Districts; Supervisory Union

A. Dissolution of Forming Districts

On July 1, 2019, when the New Union District becomes fully operational and is solely responsible for providing for the education of its resident students, the Forming Districts shall cease all educational operations on July 1, 2019 and shall remain in existence after that date for no more than six months for the sole purpose of completing any audits or any other task that the New Union District is legally unable to perform. Such business shall be completed as soon as possible; provided, however, that upon completion or on December 31, 2019, whichever is earlier, the New Union District shall supplant the Forming Districts and the Forming Districts shall cease to exist.

B. Supervisory Union

The Vermont State Board of Education assigns the New Union District to the Franklin Northwest Supervisory Union pursuant to 16 V.S.A. § 706h as of the date of these Articles until the New Union District is fully operational on July 1, 2019.

The Vermont State Board of Education designates the New Union District a supervisory district pursuant to 16 V.S.A. § 261(c) as of July 1, 2019. The Franklin Northwest Supervisory Union (the "SU") will transfer its funds, debt, and property to the New Union District in the same manner as the Forming Districts in Articles 5 and 6. The SU shall cease to exist on December 31, 2019.

Article 14 – Amendments

A. Authority to Amend Articles

i. The substance of the following Articles cannot be amended by the electorate of the New Union District, the elected board of the New Union District, the Transitional Board, or the electorate or board of any Forming District, except as expressly authorized by the Vermont General Assembly:

   a. Initial Paragraph (statement of creation)
   b. Article 1, Paragraph (A) (identity of Forming Districts)
   c. Article 5 (financial transfer to New Union District)
   d. Article 6, Paragraph (A) (real property transfer to New Union District)
   e. Article 7 (continuity of contractual obligations)
   f. Article 8 (organizational meeting for the new district)

g. Article 9 (transitional board to warn special meetings and prepare first draft of FY2020 budget until first board is elected)
h. Article 10, Paragraph (D) (swearing in and assumption of duties)
i. Article 10, Paragraph (E) (preparation and presentation of FY20 budget)
j. Article 12 (initial board must prepare for full operations)
k. Article 13 (dissolution of Forming Districts; SU)
l. This **Article 14, Paragraph (A)(i)**
m. Article 14, Paragraph (B) (processes by which articles are amended)

ii. The substance of the following Articles can be amended only by a majority of the voters of the New Union District present and voting at an annual or special meeting of the District warned to address this issue:

a. Article 1, Paragraph (C) (towns of residence for which New Union District is responsible); provided, however, that such amendment must proceed pursuant to 16 V.S.A. § 721 (addition of new member town) or § 724 (withdrawal by member town in year two or after)
b. Article 4, Paragraph(B) (building closure requires approval by voters of district in 2021-2022 and in all years after)
c. Article 6, Paragraph (B) (sale of building to town for $1 in all years in the future)
d. Article 6, Paragraph (C) (sale of existing union school building, if any, in all years in the future)
e. Article 10, Paragraph (A) (initial board membership – hybrid model; two seats per town)
f. Article 10, Paragraph (B) (staggered terms for initial board members)
g. Article 10, Paragraph (C) (process of nominating and electing initial board members if by Australian ballot)
h. Article 11 (representation on school board continues as hybrid model with two seats per town unless changed by the voters)
i. **This Article 14, Paragraph (A)(ii)**

iii. The substance of the following Articles can be amended only if approved by the voters of each town identified in Article 1(C):

a. Article 2 (continuity of grades operated / tuitioned in 2019-2020 and 2020-2021)
b. Article 3, Paragraph (A) (continuity of attendance lines in 2019-2020 and 2020-2021)
c. Article 3, Paragraph (B) (continuity of grade configurations in 2019-2020 and 2020-2021)
d. Article 4, Paragraph(A) (building can be closed in 2019-2020 and 2020-2021 only if affected town voters approve)
e. **This Article 14, Paragraph (A)(iii)**

iv. The substance of the following Articles can be amended by the Board of the New Union District; provided, however, that the Board may present questions to the voters, either in the Board's discretion or upon petition of the voters:

a. Article 1, Paragraph (B) (name of New Union District)
b. **This Article 14, Paragraph (A)(iv)**

B. Process for Amending Articles of Agreement

i. Amendments Presented to the Electorate for a Vote **on or before February 28, 2019**: At a meeting warned by the Transitional Board pursuant to **Article 9(D)(ii)(b),** any proposed amendments to the Articles of Agreement developed pursuant to 2016 Acts and Resolves No. 46, Sec. 10, as amended by 2017 Acts and Resolves No. 49, Sec. 8, shall be presented to the voters of the entire New Union District pursuant to the process set forth in subsection (d)(1)-(2), which states:

> *(1) After the State Board of Education issues the statewide plan ..., districts subject to merger shall have 90 days to form a committee with members appointed in the same manner and number as required for a study committee under 16 V.S.A. chapter 11, and which shall draft Articles of Agreement for the new district. During this period the committee shall hold at least one public hearing to consider and take comments on the draft Articles of Agreement.*
>
> *(2) If the committee's articles are not approved within the 90 day period, then the provisions in the State Board's default articles of Agreement included in the statewide plan shall apply to the new district.* [5]

ii. Amendments Presented to the Electorate for a Vote **later than February 28, 2019**: At an annual or special meeting warned for the purpose, any proposed amendments to the Articles of Agreement shall be presented to the voters pursuant to the process set forth in 16 V.S.A. chapter 11.

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[5] **The lead-in language to subdivisions (1) and (2), which is not directly applicable to this Article 14, is as follows:**

(d) The statewide plan required by subsection (b) of this section shall include default Articles of Agreement to be used by all new unified union school districts created under the plan unless and until new or amended articles are approved.

CERTIFICATION OF
THE FRANKLIN NORTHWEST UNIFIED UNION SCHOOL DISTRICT

Created Pursuant to 2015 Acts and Resolves No. 46

We, Krista Huling, Chair of the Vermont State Board of Education, and Daniel M. French, Secretary of the Vermont Agency of Education, hereby certify that the Franklin School District, the Highgate School District, the Swanton School District, and the Missisquoi Valley Union High School District are designated as the **Franklin Northwest Unified Union School District** (the Union District) pursuant to the State Board of Education's Final Report of Decisions and Order on Statewide School District Merger Decisions, dated November 28, 2018 and issued on November 30, 2018, as required by 2015 Acts and Resolves No. 46, Sec. 10, as amended (the Order), and the incorporated default Articles of Agreement for the Union District (the Articles).

The Order also designated the Union District as a supervisory district pursuant to 16 V.S.A. § 261(c), effective July 1, 2019.

The Union District shall provide for the prekindergarten through grade 12 education of students residing in the towns of **Franklin, Highgate, and Swanton** under the terms and conditions specified in the Order and the Articles.

Accordingly, the Union District is a body politic and corporate with the powers incident to a municipal corporation, may sue and be sued in the name of the Union District, may hold or convey real and personal estate for the use of the Union District, and shall exercise all the powers and responsibilities of a unified union school district in accordance with Chapter 11 of Title 16 of the Vermont Statutes Annotated. The Union District shall be known by the name set forth in Article 1(B) of the Articles, until such time as the Union District may amend the name pursuant to Article 14.

Dated this 30th day of November, 2018.

Krista Huling, Chair
State Board of Education

Daniel M. French, Ed.D.
Secretary of Education

VERMONT