

<ul style="list-style-type: none"> <li>● The four years of residential tax incentives, the annual small school grants continuation, and the one-time transition grant assist taxpayers while supporting a transition to a unified system.</li> <li>● School choice and greater collaboration expand learning opportunities for students.</li> <li>● Potential for cost savings from economy of scale for purchasing, maintenance, and flexible staffing.</li> </ul>	
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After wide ranging study, including informative presentations on the four elementary school programs, the committee members saw both benefits and drawbacks to forming a unified district. The members further felt that given the substantial push toward governance merger by the Vermont Legislature, the voters of the five towns should be given the opportunity to make an informed decision.

With that understanding in mind, the members of the committee concluded that offering articles of agreement to the voters of Brookline, Jamaica, Newfane, Townshend, and Windham for their consideration was the best course of action and in their best interest.

## **Articles of Agreement**

The Leland & Gray Towns Act 46 Study Committee recommends that the following Articles of Agreement be approved by the electorates of each of the named school districts in order to create a Unified Union School District or a Modified Unified Union School District to be named the West River Education District (Unified District).

### **Article 1 - Necessary and Advisable Towns**

- A. The school districts of Brookline, Newfane, Leland and Gray Middle/High School Union #34 are necessary to the establishment of the West River Education District.
- B. The school districts of Jamaica, Townshend, and Windham are advisable to the establishment of the Unified District.
- C. If all town school districts vote to approve the merger, the Unified District is established pursuant to 16 VSA Chapter 11.



- D. In the event the necessary town school districts and a majority of the advisable town school districts all vote to approve the merger, but one district votes NO, a Modified Unified Union School District (MUUSD) will be formed pursuant to the provisions of Act 156 of 2012. In this case, the MUUSD will be named the West River Modified Union Education District.
- E. If a Unified District is formed under this article, then the town school districts shall be referred to as the Elementary Forming Districts and the Leland and Gray Union Middle/High School District shall be referred to herein as the High School Forming District. The Elementary Forming Districts and the High School Forming District are referred to collectively herein as the "forming districts". If a MUUSD is established, then the town school district (the "Non-Member District") that did not vote to join the Unified District will be a member of the Unified District for Grades 7-12 with voting membership on the Board for matters related to Grades 7-12.
- F. Except as otherwise expressly referenced herein, the West River Education District and the West River Modified Union Education District will hereafter be referred to as the Unified District.

### **Article 2 - Grades included**

The Unified District will operate schools for students in Pre-Kindergarten through Grade Twelve as determined by the Unified District Board (hereinafter referred to as the "Board").

### **Article 3 - Transportation**

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

### **Article 4 - 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. In the absence of new collective bargaining agreements on July 1, 2019, the School Board will comply with the pre-existing master agreements pursuant to 16 VSA Chapter 53, subchapter 3. The School Board shall honor all individual employment contracts that are in place for the forming school districts on June 30, 2019 until their respective termination dates.

## **Article 5 - Curriculum alignment**

The Forming Districts recognize their obligations to standardize curricula and to otherwise standardize their operations.

## **Article 6 - Special Funds and Indebtedness**

### **A. Capital Debt**

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

### **B. Operating Fund Surpluses, Deficits and Reserve Funds**

The Unified District shall assume any and all operating deficits, surpluses, and fund balances of any of the forming districts that may exist at the close of business on July 1, 2019. In addition, reserve funds will be transferred to the Unified District on June 30, 2019 and will be applied for such established purposes unless otherwise determined through the appropriate legal procedures.

### **C. Restricted Funds**

The forming school districts will transfer to the Unified District any preexisting specific endowments or other restricted accounts, including student activity and related accounts that may exist on June 30, 2019. Scholarship funds or similar 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 and Personal Property**

### **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, but excluding the land and buildings of the Leland & Gray High School, conveyed to it by one or more town 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 Brookline/Newfane Joint 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 Brookline and Newfane as part of their Joint School Agreement is incompatible with the responsible operation of the Unified District and its educational programs, the Unified District shall, pursuant to Vermont statutes, offer such real property to the towns of Brookline and Newfane, for the sum of One Dollar, in conformance with the terms of the Agreement between the two town school districts for such properties, which is incorporated by reference into these Articles or upon such terms as are mutually agreed upon by the respective towns. The transfer and sale of such property or properties shall be 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 the school property shall be conditioned upon the town(s) owning and using the real property for community and public purposes for a minimum of five years. In the event the town(s) elect to sell the real property prior to five years of ownership, the town(s) shall compensate the Unified District for all capital improvements and renovations completed after the formation of the Unified District and prior to the sale to the town(s). In the event Brookline and/or Newfane 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.

D. In the event that, and at such subsequent time as, the Unified School District determines that any real property, including land and buildings, conveyed to it by

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

- E. The Unified District recognizes the investment each town has made in the upkeep and improvement of its school buildings and grounds. If any land and/or building is deemed unnecessary by the new Board, and returned to the town, the condition of such facilities shall be comparable, given standard depreciation, to their current condition at the time of this Agreement.

**Article 8 - Composition of the school board**

The Unified District Board will be comprised of eleven members. Nine members will be elected from the electorate in individual towns and two members will be elected at large from the entire electorate of the Forming Districts. Votes of the entire electorate are counted together without being first counted at the town level.

For the nine members elected in individual towns, representation on the Unified District Board will be closely proportional to the fraction that the town's population bears to the aggregate population of the Unified District. Initial Board composition will be based upon the year 2010 Federal Census and shall be recalculated promptly following the release of each subsequent decennial census. However, at no time will a Forming District have less than one member on the Board. Subject to the previous sentence, each proportionality calculation shall be rounded to the nearest whole number.

For the two members elected at large, the members will be elected by a vote of the entire electorate of all towns joining the unified union school district or modified union school district. Votes of the entire electorate are counted together without being first counted at the town level.

**Initial Number of Unified District Board Members by Town**  
(Population from 2010 census)

Brookline (530 - 11%)	1 Member
Jamaica (1035 - 21%)	2 Members

Newfane (1,726 - 35%)	3 Members
Townshend (1,232 - 25%)	2 Members
Windham (419 - 8%)	1 Member
At Large	2 Members
Total (4,942)	11 Members

**Article 9 - School Directors – Election and Term**

The Unified District School District Board of School Directors will be elected for three-year terms, except for those initially elected at the time of the formation of the Unified District. In the initial Unified District election, board member terms of office will be as follows:

**Distribution of Initial Board Member Terms**

Town	Two-Year Term Starting 2017 Ending March 2019	Three-Year Term Starting 2017 Ending March 2020	Four-Year Term Starting 2017 Ending March 2021
Brookline			1
Jamaica	1	1	
Newfane	1	1	1
Townshend	1	1	
Windham			1
At Large		1	1

**Article 10 - Vote to Establish Unified Union and Election of School Directors**

The proposal forming this Union School District will be presented to the voters of each forming school district on March 7, 2017.

The candidates for the new Union School District Board of School Directors will be elected on the same date, as required by law. Nominations for the office of union school director representing any town shall be made by filing with the clerk of that school district/town proposed as a member of the union, a statement of nomination in

conformance with state statute. A statement shall be filed not less than 30 nor more than 40 days prior to the date of the vote.

Nominations for the office of at large union school director shall be made by filing with the clerk of any school district/town proposed as a member of the union, a statement of nomination in conformance with state statute. A statement shall be filed not less than 30 nor more than 40 days prior to the date of the vote.

### **Article 11 - Establishment of Unified Union 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 Meeting(s) 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 Brookline, Jamaica, Newfane, Townshend, Windham, and Leland and Gray #34.

The Unified District shall commence full educational operations on July 1, 2019.

### **Article 12 - Annual Budget and Australian Ballot Voting**

The Unified District Board of School Directors shall propose annual budgets in accordance with 16 VSA Chapter 11. The annual budget vote, the election of board members, and other public questions shall be conducted by Australian ballot pursuant to 17 VSA Chapter 55. The ballots shall be comingled.

### **Article 13 - 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 forming districts that voted 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.



### **Article 14 - School closing**

No school closings are anticipated or proposed on July 1, 2019. No elementary schools will be closed within its boundaries after the effective date of merger unless the electorate of the town in which the school is located consents to closure. Closing a school means the Unified Board will no longer use the facility in the provision of direct educational services to students.

### **Article 15 - School Attendance and Enrollment**

The Board of School Directors shall develop policy and programs for offering intra-district choice to the families or guardians of students matriculating in grades for which the Unified District operates multiple buildings as soon as practicable, but no later than July 1, 2019. 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 16 - Local participation in policy and budget development**

The Unified District Board will take appropriate steps to include residents from all member towns in policy and budget development.

Since the Leland & Gray School Board already includes member towns in policy and budget development, the new Unified District Board can follow their established record of engagement. Steps currently in place include:

- Holding meetings in different member towns,
- Holding several budget information sessions,
- Sharing information on the board and school websites, and
- Making videos of board meetings available online.

### **Article 17 - Modified Unified Union School District**

If a Modified Unified Union School District is formed, the following will apply:

- Initial board members will be elected from the Non-Member Elementary District (NMED) in the same number and for the same terms as described in Articles 8 and 9. Proportionality will be maintained as described in Article 8.
- Board members from the Non-Member Elementary District will have voting powers for all general MUUSD actions and decisions involving Grades 7-12, but will recuse themselves from votes on any PreK-6 program or building decisions within the MUUSD.

- Unified District budget votes will be split into a PK-6 budget and a Grades 7-12 budget. Voters in the Non-Member Elementary District will vote only on the Grades 7-12 budget.

When charging or assessing an NMED for services provided by the Union District, the charge or assessment may be made on the basis of the actual cost incurred by the Union District for providing the service to the NMED. The calculation of the actual cost of charges or assessments to an entity that is not a member may be based upon 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. Reasonable charge for the embedded cost associated with the standby capacity to provide the service to a NMED; and
3. The incremental costs of providing specific services to a NMED. Charges or assessments may also 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 Union District. Charges or assessments may be made on the basis of a reasonable estimate, subject to adjustment when actual costs are known. The Union District Board shall determine the standards for determining charges or assessments. Expectations are that the Union District will not subsidize a NMED and that charges will reflect fairness to the Union District and any NMED. Charges or assessments will comply with state law and applicable accounting standards.

### **Article 18 - Non-member reconsideration**

A district voting to remain independent will have one year to reconsider and join the Unified District by voting in favor of joining no later than March 31, 2018, with admission granted in advance by the Unified District. For the purpose of compliance with 16 VSA §721, the Unified District consents to admission. Thereafter, admission will be determined by state statutes which require favorable votes by both the non-member district and voters of the Unified District.

# Attachments

## Attachment A

### Student Learning Opportunities

Below is a memo to the Act 46 Study Committee from their VSBA Consultant reporting on the impact of unification on student learning opportunities. The study committee considered this report during their deliberations.

To: Leland & Gray Towns Act 46 Study Committee  
From: John Everitt  
Date: October 10, 2016

Re: Governance unification impact on student learning

During the last several weeks, I visited with the WCSU elementary school principals, curriculum director, business manager, and superintendent about the implications of a governance change on student learning. Their comments, as well as my own observations and analysis, constitute my comments below. Most all of the specific ideas below are from WCSU administrators.

While there were many specific ideas mentioned, the most overarching takeaway I had was that the current WCSU culture and school governance system has each town and school as the center of importance rather than the wider community. This is true even though the towns' youth come together for six years of schooling starting at Grade 7. As the children grow up, their community becomes wider than the town. The young adults' circles of friends cross the towns. Their partners in academics, theater, sports, and other co-curricular activities cross town lines. They make plans for their future with peers from across the towns. As adults, their business and social relationships stretch well beyond their elementary school town.

A unified governance system would provide the structure or platform for collaborative and cooperative actions that would add strength, vitality, and sustainability to the existing school programs. It is not that most of these actions require a unified governance system; it is just that the current governance system presents many barriers that require substantial efforts to overcome.

- Each district acts with its own interests at the forefront which leads to difficult to sustain programs and duplication of efforts.
- The separate school boards often make decisions in isolation requiring the superintendent to be the conduit linking all seven boards.
- Separate teacher and principal hiring, contracts, accountability, and evaluation make it difficult or impossible to move resources where they are needed for a particular effort or assignment.

- Separate accounting systems lock resources into smaller and separated units even when needs shift from month to month and year to year.

These and other barriers require a cumbersome process to respond to situations and needs. Resources are bounded by separate budgets and do not allow for the kind of agility in the system that would provide increased and faster responsiveness to ever-changing dynamics.

Another aspect of the existing governance system to be acknowledged is the quantity of resources required to maintain the boundaries. The duplication of administrative resources for separate accounting systems, separate policy development and enforcement, separate governance meetings, and separate state and federal reporting means that there is reduced administrative time for leadership and improvement in academic and co-curricular programming and for increasing the quality and efficiency of operations. A unified governance system would allow the chief educational leader and staff to spend increased time and focus on improvement and innovation in student learning opportunities. They would have additional time to focus on some of the ideas listed in the next section. Acknowledging this missed opportunity is significant as the committee examines the benefit to students from a unified governance system.

A unified system could lead to a continuous communication culture where the Pre-K and elementary family experiences flow seamlessly into the secondary experience. The culture would be supported by a governance and leadership structure that emphasizes continuous PK-12 opportunities and learning experiences. Students and parents transition to a different school, but not a different communication or policy structure. The focus for all is the complete education of each child. Learning opportunities and relationship building are designed with that focus from the earliest interactions with the area's young children through their completion of high school.

Teachers, staff, and administrators would also experience the common culture and expectations. While each school will have differences, they will not be differences that interfere with communication or collegial learning or cooperation. Teachers will see all students, PreK-12, in all the schools as their responsibility. Competition will be replaced by collaboration and mutual support. Administrators will see their jobs as supporting the entire system. A problem in one school is a cause for assistance from all schools. A celebration in one school is a cause for celebration for all. The work of teachers, staff, and administrators is to work together to achieve better outcomes for all students.

The conversations I had suggest the following unification possibilities and outcomes that would enhance and sustain learning opportunities for students:

1. Students would have a common language of instruction, curriculum expectations, assessments, and approaches. As they transition between elementary schools or from elementary to secondary school, students start the experience on the same footing as other students. The new school uses the same instructional language with familiar approaches.

2. Children could be allowed to attend different schools in cases where the change would make a significant difference in the ability of the system to meet specific needs. (The current financial structure promotes keeping children in the town school no matter the circumstances. One recent example is the unfortunate separation of siblings into two schools because of the living situation of the parents.)
3. Children could attend different schools when there is a need to balance class sizes in a particular group. (Recently there was an abundance of students in one grade level in one school, while there were too few students in the same grade level at another school.)
4. Administrators could take advantage of the flexibility of resource assignment in a unified system allowing the deployment of teachers and resources to meet student needs and changes in enrollment. Title I funds to support student learning could be managed in a more coherent manner combining enough resources to make a focused difference. (Currently the funds are divided into 43 different staff segments.)
5. Teachers would continue to move together toward preparing children to succeed at the next level at Leland & Gray. (Standardized math instruction across elementary schools has led to anticipation of a higher level of Grade 8 math, Pre-Algebra, as the cohort of elementary students impacted by the standardized curriculum and professional development enters L&G.)
6. A unified system could more easily have discussions and take actions on important possible opportunities.
  - a. Share resources among teachers and schools. For example, develop shared teaching units and kits of materials for the Next Generation Science Standards with processes to calibrate instruction and assessment with debriefing sessions to improve the units for the following year.
  - b. Change the location of grade levels to better serve particular age needs (for example consideration of Grade 6 moving to L&G).
  - c. Equalize services across schools called for in the Vermont Education Quality Standards. Coordinate guidance and mental health supports across grades and schools recognizing that these and other services are critical components in effective, long-term support for children and families.
  - d. Develop extended experiences (3-5 weeks) for children to attend a specialized program held at a particular school. Some of these experiences could mirror opportunities students can continue at a higher level in middle and high school.
  - e. Develop a common and clear understanding of the expectations for mastery of the Common Core Standards - timing, instruction, assessment, and remediation.
  - f. Improve the standards based report card with all teachers trained in the meaning and assessment of each standard. Monitoring student progress would have comparable information to identify needs for professional development.
  - g. Organize a Pre-Kindergarten system on a scale that provides families with multiple opportunities, provides clear expectations for Kindergarten readiness, and offers professional development to teachers and providers.
  - h. Develop a common teacher substitute system that would have a greater chance of recruiting and retaining a cadre of quality substitute teachers.

7. Increase coordination and efficiencies. Examples include building maintenance, improvement, and capital planning; technology plans and purchases; payroll and bookkeeping; paperwork related to food service operations; and professional development focused on new teachers. This coordination and resulting efficiencies opens resources and leadership time to increase focus on student learning.

From what I have seen and heard about the current educational environment in your five towns and five schools, I suggest you review the statement below as a conclusion about the impact of a governance change on student learning.

*The major intent of Act 46 is to "move the State towards sustainable models of education governance." The current model of governance for Brookline, Jamaica, Newfane, Townshend, Windham, and Leland & Gray Middle/High School may be adequate for the present, but with the changing demographics, the increasing focus on students meeting the Educational Quality Standards, and satisfying the citizens' determination of value for cost, it is not well suited to meet these demands into the future. A more unified governance model, eliminating the barriers of separate governance structures, is more likely to be in a position to build on the strengths and connections of the present in order to meet challenges in a way that takes advantage of opportunities for student learning and organizational efficiencies.*

## **Attachment B**

### **Effectiveness and Efficiencies**

The most significant contribution of unifying school governance in Brookline, Jamaica, Newfane, Townshend, and Windham is the removal of barriers to actions needed to respond to opportunities and changing student populations. The current structure requires multiple decisions by boards meeting at different times and places. Just getting adequate and timely information to the boards and decisions from the boards is a challenge for taking consistent and coordinated actions that need rapid attention or for taking advantage of opportunities.

In WCSU the centralization of special education and support services have demonstrated value to students through the ability to adjust resources to meet needs across schools and through an enhanced communication system within the group of professionals and with families. This more frequent contact among professionals has built a platform for increased sharing of effective practices, problem solving, and professional development. The unification also led to a decrease in special education expenditures. It is this unification that could bring increased effectiveness and efficiency to other aspects of the school system.

Listed below are possibilities for increases in effectiveness and efficiency through governance unification.

#### Teacher staffing

With the current system of teachers hired by each town, there is very limited ability to respond efficiently and effectively to changes in enrollment, to assign teachers to situations that maximize their strengths, and to establish teacher mentoring and professional development relationships. The structure of the Unified District would include a common negotiated agreement for teachers and add greatly needed flexibility in this system with declining enrollment and a substantial number of teachers approaching retirement in the next 5-10 years. Combining part time positions into ones at or close to full-time positions enhances the quantity and quality of the candidate pool when hiring new teachers.

Unified professional development could move the teachers toward a common knowledge base to expand and improve the quality of teacher mentoring and deeper levels of sharing knowledge within the organization. Without a common base, it is not reasonably possible to reduce redundancy in development and sharing teaching units.

#### Non-teacher staffing

The flexibility provided by the Unified District governance structure is needed more for non-teacher staff than for teacher staff. It is this group of individuals who are asked to shift their services on a regular basis to meet the ever-changing needs of students and schools. As enrollment changes, students move from one school to another, bus routes change, special maintenance requirements surface, and other demands arise, the ability to easily shift the assignments of the non-teacher staff are critical to efficiency. It is the effective response of this group that helps keep the school environment safe and functioning smoothly. The Unified District governance structure would allow for the building of a non-teacher staff serving all schools with the skills and abilities to flexibly respond to the variety of issues that schools face each year. The current separate units of non-teacher staff make it difficult to build and deploy the skills and abilities critical to improved student outcomes and efficiency.

#### Student data collection and reporting

Consistent and systematic use of student data to monitor learning and to improve instruction is essential given an imperative that each student achieve at high levels of academic skills. Work already begun uniting all the students from the five towns into a single PreK-12 data system adds efficiency to reporting and data analysis. The central authority in a unified system to ensure consistency in data definition, assessment, and timing would add value and usefulness to the data management system. As with the other efficiencies the Unified District provides, this efficiency enables a more effective use of time. Parents, students, teachers, administrators, and board members will have improved access to the appropriate data required to make important decisions about their contribution to successful learning and high functioning schools.

#### Technology

At present, technology is deployed at different levels in the four elementary schools. In order to prepare all the elementary students for a common entry into Leland and Gray Middle School, a unified approach is needed. Common hardware, software, and online resources could be done more easily in a unified system. Through a common budget and economy of scale, the Unified District would allow a more long-range and strategic approach to using technology in the elementary schools. Such an improvement would set the stage for increased teacher sharing of best uses of technology and the networking of classrooms with each other and connecting with resources around the world.

#### Financial accounting and budgeting

The formation of the Unified District would turn the budgeting and accounting systems for five town school districts, one union school district and one joint contract school into



one. The first benefit is the ability to focus more on the the actual expenditures than on the implementation of seven separate systems. This additional focus can be redirected to increasing attention to quality, cost standards, and processes that support teachers and student learning. With a single budget, principals can more easily work together to find ways to share resources and avoid duplication of purchases. There will also be financial savings associated with the reduction to one set of payroll, payable, and receivable processing systems as well as the change to a single audit.

#### Improved utilization of buildings and sport facilities

Under one system, building and grounds services would have the expertise and staff to address physical assets in an ongoing manner as well as the flexibility to shift resources to address particular needs that arise during the year. This flexibility would avoid delays in addressing problems and would be instrumental in developing a long-range capital improvement plan to ensure quality facilities for the community and student learning and opportunities.

#### Centralized contracting

As with the other efficiencies associated with the Unified District, there would be increased opportunities to obtain better service and pricing from a single 600 student system than with the five separate schools. Currently there is some centralized contracting, but the Unified District would provide not only one contracting point, but ways to integrate and share services and goods to get the most efficiency from all contracts.

#### Transportation

Currently WCSU manages several contracts to provide bus transportation. Consolidating these contracts reduces some complexity and adds flexibility. The increase in efficiency in the transportation operation would come more from the management side rather than the student side.

#### Food service

The Unified District structure would facilitate bringing equity and increased quality to this service. Under one system, administrators could more easily take advantage of the special opportunities available for food acquisition and preparation. As with transportation, there would be some, but not substantial increase in efficiency with food service.

## Attachment C Financial Analysis

The two documents below allowed the committee to get an idea of the financial impact of forming a unified system. The analysis work reviewed the impact of the existing state supports of small schools grants and protections from rapidly declining enrollment. The documents show the details of the committee work.

### L&G Towns Act 46 Study Committee - Financial Data and Analysis

Brookline, Jamaica, Newfane, Townshend, Windham, and Leland & Gray - 10/5/2016

#### Basic Financial Information (Pre CLA) - 2016-17

Current	Brookline	Jamaica	Newfane	Townshend	Windham	Leland & Gray
Equalized Pupils	46	56	84	74	21	297
PK-6 Spending Per Pupil	\$14,524	\$15,638	\$14,525	\$16,441	\$14,523	\$16,646
School Homestead Tax Rate	\$1.50	\$1.61	\$1.50	\$1.69	\$1.50	\$1.72
PK-12 Homestead Tax Rate	\$1.58	\$1.67	\$1.62	\$1.71	\$1.59	NA

A Look at the Impact of Existing State Supports - This chart shows the State Small Schools Grant for 2016-17 as well as the protection for rapid drops in enrollment (Phantom Students). If these supports, now due for reduction or elimination, were not in place for the current year, four of the five towns would have an increase in the Homestead Tax Rate. The tailing off for all districts of the protection for rapidly declining enrollment will be an issue for Jamaica in the coming years even if there is no merger.

#### Calculated Tax Impact of the Loss of State Supports (2016-17)

Supports	Brookline	Jamaica	Newfane	Townshend	Windham
Small School Grant	\$0	\$84,996	\$0	\$86,190	\$40,250
Phantom Students	0	11.77	1.29	4.11	1.91
Revised Spending per Pupil	\$14,524	\$21,395	\$14,752	\$18,637	\$18,142
Excess Spending Penalty	\$0	\$231	\$0	\$0	\$0
PK-6 Homestead Tax Rate without Supports	\$1.50	\$2.23	\$1.52	\$1.92	\$1.87
Change with supports removed	\$0.00	\$0.62	\$0.02	\$0.23	\$0.37

Analysis - This chart combines all the towns' PK-12 equalized pupils and education fund spending into one budget. Immediate savings are removed and first year unification incentives are added. The incentives include continuation of small schools grants, a level of protection for drops in enrollment, and a tax rate incentive.

**Calculated Tax Impact if the Districts Had Been Unified for 2016-17**

Equalized Pupils	577
Education Fund Spending in Budgets	\$9,208,489
Less Immediate Savings	
<i>Five Audits</i>	-\$32,000
<i>Accounting Software</i>	-\$6,000
<i>Four Fewer School Board Expences</i>	-\$23,180
Revised Education Fund Spending	\$9,147,309
Unified Homestead Tax Rate	\$1.63
Unified Homestead Tax Rate with 8 ¢ Incentive	\$1.55

The chart below shows the homestead tax rate impact of unification if the 2016-17 budget were for a single school district instead of the existing five towns, one joint contract school, and one union secondary school.

**Pre-CLA Homestead Residential Tax Impact of a Unified District 2016-17**

	Brookline	Jamaica	Newfane	Townshend	Windham
Current PK-12 Homestead Tax Rate	\$1.58	\$1.67	\$1.62	\$1.71	\$1.59
Change in Unified District (With incentive)	-\$0.03	-\$0.11	-\$0.07	-\$0.15	-\$0.03

**L&G Towns Act 46 Study Committee  
PK-6 Financial Data and Analysis**

Brookline, Jamaica, Newfane, Townshend, Windham, and Leland & Gray - 10/10/2016

The committee extracted financial information for PK-6 schools to compare the dollar amounts associated with both the current separate school districts and a unified school district with the exact same budgets. No state supports (small school grants or phantom students) or immediate savings of unification are included in total spending amounts. It is important to understand that separating PK-6 spending in analysis provides only a partial look at the financial system prescribed in Act 46. The PK-12 financial picture is a more inclusive analysis.

Spending at Elementary Schools - This chart compares the current school budgets with separate per pupil investments, with a unified school budget with the same per pupil cost. As would be expected, the towns now spending more per pupil would have lower spending and the towns spending less would have higher spending. The total sums to a zero difference as no other factors affect per pupil spending. The amount in the cell for "Total - Current per pupil spending" (\$15,253) is the per pupil spending amount for a unified PK-6 budget.

Town Tax Liability - This chart shows the homestead residential tax liability for each town for PK-6 spending. This amount includes two impactful variables - first, the percents of students at the elementary school and middle/high school and second, the common level of appraisal. As with the chart above, some towns had an increase in tax liability and others a decrease. Note that the total of tax liabilities does not sum to zero. The particular values of the variables mentioned above led to an increase of total tax liability for the unified system. A different combination of values could lead to a decrease in total liability.

**Comparison of Post-CLA Town Tax Liabilities 2016-17 (Without Incentives)**

	Brookline	Jamaica	Newfane	Townshend	Windham	Total
CLA	98.52%	113.74%	108.05%	106.90%	102.49%	
Current PK-6 homestead residential tax liability	\$305,038	\$438,582	\$783,348	\$556,834	\$265,865	\$2,349,667
Unified PK-6 homestead residential tax liability	\$320,349	\$427,777	\$822,662	\$516,615	\$279,223	\$2,366,625
Difference	\$15,311	-\$10,805	\$39,314	-\$40,219	\$13,358	\$16,959

Act 46 includes residential tax rate incentives so that during the first four years, towns are protected from financial and organizational variables, difficulties, and costs of unification. The chart below shows the tax liability amounts with the first year 8 cent tax rate incentive prorated for the split between elementary and secondary students in each town. The incentive results in a reduction of PK-6 tax liability in each town. The reduction would be more when the incentive is applied to the secondary tax liability. In a unified system, the liability would be PK-12.

**Comparison of Post-CLA Town Tax Liabilities 2016-17 - Current vs. Unified (With Incentives)**

	Brookline	Jamaica	Newfane	Townshend	Windham	Total
Current PK-6 homestead residential tax liability	\$305,038	\$438,582	\$783,348	\$556,834	\$265,865	\$2,349,667
Unified PK-6 homestead residential tax liability	\$304,050	\$406,012	\$780,805	\$490,329	\$265,016	\$2,246,211
Difference	-\$988	-\$32,570	-\$2,543	-\$66,505	-\$849	-\$103,455

## Attachment D

### Brookline - Newbrook Joint Agreement

#### Joint School Board Agreement Between The Brookline and Newfane School Districts

This agreement is made by and between the Brookline Town School District and Newfane Town School District, this 1st day of October, 2009, and they do by this Agreement establish the Brookline/Newfane Joint School Board (the "joint board") to provide for the education, and training of legal pupils attending through grade six, all as authorized by 16 V.S.A. s571, as now constituted and as hereafter amended.

Action to enter into this agreement is based on Voter approval at the Special School District Meeting held in Brookline on June 23, 2009 and at the Special School District Meeting held in Newfane on June 23, 2009.

The joint board agrees as follows:

#### 1. General Supervision.

A. A school board (the "joint board") shall be established and shall have full authority to take all necessary, appropriate and lawful actions on behalf of the joint board, except as otherwise provided herein. It shall provide for the education of legal Brookline and Newfane pupils through grade six.

B. The joint board shall have the powers enumerated in title 16 V.S.A. s563 and 572, powers of school board. Notwithstanding the above powers, for matters related to the closing of a school in either school district, the joint board will warn an article requesting voter approval in the town school district affected.

#### 2. Composition of the Joint Board.

The joint board shall consist of eight members: the three duly elected members of the Brookline School Board and the five duly elected members of the Newfane School Board who shall be deemed to have been elected to the Joint School Board by such boards pursuant to 16 V.S.A. S572 (c). Joint Board votes shall be weighted in the following manner:

Brookline: .333/each member

Newfane: 600/each member

#### 3. Officers.

A. Chair and Vice-Chair. Per provisions of V.S.A. T16 S572 (c), the joint board shall elect from its members a Chair and a Vice-Chair, whose terms of office shall be one year, commencing immediately upon election. The Chair and Vice-Chair shall not be from the same town school board.

B. Clerk. After election of the Chair and Vice-Chair, the joint board shall elect a clerk whose term of office shall be one year, commencing immediately upon election.

#### 4. Initia Staff.

Upon the effective date of this Agreement, all employees of the Brookline and Newfane Town School Districts shall become employees of the joint board. The joint board will recognize the Agreement between the Windham Central Education Association (WCEA) and the Brookline and Newfane Town School Districts, dated 8/27/2008, and with the consent of the WCEA shall become an Agreement between the WCEA and the joint board.

#### 5. Operation of Schools.

Per provisions of T. 16 S572, the joint board shall act on all matters pertaining to finance, location, construction, maintenance and operation of the joint school board, including the selection and hiring of all personnel.

#### **6. School Budget.**

A. The joint board shall prepare an annual budget for the school(s) for a fiscal year beginning July 1 and ending on June 30.

B. Such proposed annual budget shall be completed and submitted to the participating districts in a timely fashion, but in no event any later than forty five (45) days prior to Town Meeting Day.

C. Members of the joint board shall hold at least one informational meeting annually, at which they shall provide information to the voters of Brookline and Newfane concerning the proposed school budget, as submitted to the participating districts.

#### **7. Voter Approval of Budget.**

The school budget shall be submitted to the voters of the Brookline and Newfane School Districts at a duly warned meeting of both districts. It shall be voted in a lawful manner. Votes shall be co-mingled. The budget shall be approved or defeated by a majority of the votes cast.

#### **8. Assessment**

A. The school budget shall be apportioned between the participating districts based on the most recently available equalized student statistics published annually by the Vermont Department of Education.

B. Each participating district shall pay its assessment in equal payments, payable within (20) days following the date on which taxes are due in each district. A penalty of 1.5% per month of any unpaid balance shall be imposed on any participating district not making timely payments.

#### **9. Insurance.**

The joint board shall be responsible for assuring that adequate insurance coverage with respect to joint district property and personnel is maintained at all times during the term of this Agreement, and that named insured and loss payees are identified so as to protect the operations of the joint board.

#### **10. Meetings.**

The joint board shall hold regular meetings at such times as may be determined by the board. Unless otherwise agreed by the joint board, meetings shall take place at either school. Special meetings of the joint board may be called by the joint board Chair or Vice-Chair, and shall be called by either such officer upon the request of any three joint board members. Notice of such special meeting shall be given to each joint board member at least two (2) days prior to such meeting, except that emergency meetings may be called at any time in accordance with law.

#### **11. Quorum.**

In addition to quorum requirements imposed by law, the participating districts agree that no action may be taken by the joint board unless at least one joint board member from each town is present. If the joint board is prevented from taking action at a duly warned meeting due to the absence of all joint board members representing a participating district, a second meeting will be duly warned and held within ten (10) days of such meeting, and at such meeting, action may be taken, if other quorum requirements are

met, even if such participating district continues to be unrepresented.

**12. Committees of the Board,**

All committees of the joint board shall have at least one member from or appointed by each of the participating district boards. All special committees, including ad hoc committees, shall provide opportunity for participation from each participating district.

**13. Duration of the Agreement.**

A. The minimum of this Agreement shall be from the date hereof through June 30th, 2020, unless terminated earlier as provided in sub-section B below. Thereafter this Agreement shall automatically continue from year to year unless one of the participating districts provides notice of termination as provided below.

B. A participating district, acting through a 2/3 majority vote of its electorate at a duly warned meeting may terminate this agreement. The effective date of termination pursuant to this provision shall be on the June 30th which next occurs not less than twelve months following the date that the district's vote became final.

**14. Disposition of Property**

Upon expiration of the initial term of this Agreement and extensions thereof, or termination under section 13(b) above, the joint board shall make the following disposition of all real and personal property owned or used by the joint board:

A. The participating districts shall retain ownership of the real and personal property they owned as of the effective date of this agreement.

B. Assets and related debt acquired by the joint board shall be disposed of in a manner consistent with the method of assessing participating districts as stated in section 8.A.

**15. Mediation.**

If disputes arise between the participating districts concerning this Agreement, the parties agree to attempt to resolve such differences through mediation. In the event agreement cannot be reached on choice of a mediator, the parties shall request the American Arbitration Association to appoint a mediator.

**16. Amendment.**

This Agreement may be amended. Proposed amendment(s) must be approved by a majority of the joint board.

**7. Effective Date.**

This Agreement shall become effective on October 1, 2009,

In Witness Whereof, the parties have executed this agreement by their signatures set forth below:

Brookline Town School District

Newfane Town School District

April Wellman October 1, 2009  
April Wellman Date

LeeAnne Parker October 1, 2009  
LeeAnne Parker Date

Dan Seiden October 1, 2009  
Dan Seiden Date

Kim Friedman October 1, 2009  
Kim Friedman Date

Kim Colligan October 1, 2009  
Kim Colligan Date

Pam Meihak October 1, 2009  
Pam Meihak Date

Kenneth McFadden October 1, 2009  
Kenneth McFadden Date

Brandy Pickering October 1, 2009  
Brandy Pickering Date