
Fairfax/Fletcher
Regional Education District

ARTICLES OF AGREEMENT

Revised: 8/24/2011

Article #1

The Town School Districts of Fairfax and Fletcher are necessary to the establishment of the Fairfax-Fletcher Regional Education School District (RED).

Article #2

There are no advisable school districts to be included in the formation of the RED.

Article #3

The RED will offer education to pre-Kindergarten through Grade Twelve. The RED will serve grades Pre-Kindergarten through Grade 12 by providing education in schools operated by the RED and in accordance with policies adopted by the RED Board.

No current school facilities are planned to be closed as a condition for forming the RED. In addition, none of the schools can be closed within the first seven years following the formation of the RED without a vote of the pre-existing town school district.

Article #4

No new school buildings or major renovations to existing school facilities are necessary to, or proposed for the formation of RED. The RED Board will operate existing school facilities in Fairfax and Fletcher commencing July 1, 2013. The RED Board will continue to use all existing main school facilities for school district purposes for a minimum period of seven years commencing July 1, 2013. Decisions regarding the use of schools after the seventh year will be determined by policies adopted by the RED Board. Use of ancillary school structures such as temporary classrooms and outdoor storage sheds will be determined by the RED Board commencing July 1, 2013. All students will be provided equal opportunity for attending schools of choice within the RED School District subject to policies established by the RED Board.

Article #5

- A.** The RED Board shall determine, in accordance with state and federal law, the transportation services to be provided to students in the Regional Education School District.
- B.** The RED Board will honor all pre-existing teacher, support staff and administrator master and individual contracts that are in place for the forming school districts on July 1, 2012. These master and individual contract agreements will continue until their respective specified termination dates
- C.** Fairfax and Fletcher, as a member of the FWSU, will standardize curricula and otherwise standardize operations pursuant to Act 153 of 2010 on or before July 1, 2013. The curriculum offered in the RED will meet all of the State and Federal legal requirements. During the transition period (from the date of the authorizing vote through June 30, 2013), the RED will establish a common

curricular framework based upon existing curriculum, current practices and multi-year plans already in place via the FWSU.

Article #6

The RED will assume all capital debt of member districts, including both principal and interest, as may exist at the close of business on June 30, 2013. Likewise, any and all general operating deficits of the member districts that may exist at the close of business on June 30, 2013, will be assumed by the RED.

Article #7

No later than June 30, 2013, Fairfax and Fletcher School Districts will convey to the RED, for one dollar each, and subject to all encumbrances of record, all of the real estate and personal property owned by them, including all land and buildings. The member school districts will also transfer any surpluses or remaining reserve funds that exist as of the close of business on June 30, 2013 to the RED.

In the event that, and at such subsequent time as, the RED determines that any of the real property, including land and buildings, conveyed to it by either Fairfax or Fletcher is or are unnecessary to the continued operation of the RED and its educational programs, the RED shall convey such real property, for the sum of One Dollar, and subject to all encumbrances of record, to the municipality in which it is located.

Article #8

Membership on the RED Board of School Directors will be apportioned based on the combined populations of the towns of Fairfax and Fletcher as determined by the 2010 Federal Census and every ten years thereafter. The number of board members from Fairfax and Fletcher will be determined by dividing the population of each town by the total population of the aggregate population of the two towns. The result of the division shall be rounded to the nearest whole number except that, at no time, will either Fairfax or Fletcher have less than one member on the RED Board

The initial total number of RED school board members at the time of the formation of the RED shall be seven (Fairfax=5 and Fletcher = 2).

Article #9

RED School Board members will be elected by Australian Ballot for three-year terms, except for those initially elected at the time of the formation of the RED. In the initial RED Board Member terms of office will be as follows:

Town	1 Year Term	2 Year Term	3 Year Term
Fairfax	1	2	2
Fletcher	0	1	1

Article #10

- A. The proposal for forming the RED will be presented to the voters of each member school district designated as necessary in Article I on November 8, 2011. The vote will be by Australian Ballot and ballots cast will not be commingled.
- B. If the vote to establish the RED is affirmative, Australian Ballot elections of the seven RED board members will be held on March 6, 2012. This election will take place in Fairfax and Fletcher on the same day and same hours. Ballots will be counted separately by community.

Article #11

The RED shall commence full education operations on July 1, 2013.

Article #12

- A. Upon affirmative votes of the electorates of the town school districts which are necessary, and upon compliance with 16 V.S.A. § 706g, the RED shall have and exercise all of the authority which is necessary in order for it to prepare for full operation beginning on July 1, 2013. The RED Board shall, between the date of the necessary affirmative votes and June 30, 2013, develop school district policies, adopt curriculum and educational programs, prepare for contractual agreements, set the school calendar for Fiscal Year 2014, prepare and present the budget for Fiscal Year 2013, prepare for the 2013 Unified Union Annual Meeting and transact any other lawful business that comes before the Board, provided, however, that the exercise of such authority by the RED Board shall not be construed to limit or alter the authority and/or responsibilities of the Districts of Fairfax and Fletcher that will remain in existence during the transition period for the purpose of completing any business not given to the RED School Board. Such business shall be completed no later than June 30, 2013.
- B. The RED Board will develop a budget for FY 2013 to be presented to voters of the RED School District at its 2012 Annual Meeting. The RED Board shall propose annual budgets in accordance with Title 16 VSA, Chapter 11. The annual budget vote shall be conducted by Australian ballot. An amount of \$70,000 will be budgeted for the transition period between November 8, 2011 and June 30, 2013. This amount will be proportionately appropriated by Fairfax and Fletcher in their FY 2012 school budgets. The specific portion of the \$70,000 expenses for each school district will be based on each school district's percentage of pre-Kindergarten – grade 12 **equalized student populations**.

Article #13

Cost-benefit analysis is shown in Attachments A and B.

Article #14

The RED board shall provide opportunity for local input on annual budget development and school district policies. A calendar of events will be published at least two months prior to the development of the annual budget and made available

to all citizens residing in member communities. The RED board will hold at least one yearly public forum in Fairfax and one in Fletcher prior to the annual Australian Ballot voting on the proposed fiscal year budget.

New school district policies will be posted in key locations in both Fairfax and Fletcher at least thirty days prior to the duly warned RED School Board meeting specifically calling for first reading action on said policies. The school board meeting warned for the first official reading of policies shall serve as a public forum. Proposed policies will be adopted at a subsequent school board meeting that includes specific notification of the intent to act on the policies. This second meeting shall be at least 20 days after the first reading. Other structures, ways and means to support and encourage public participation in the schools will be established by the RED Board during the transition period following the affirmative vote to form the RED and not later than June 30, 2013.

Attachment A

Expanded Educational Opportunities for Students

Improved Middle School: The formation of the RED will enable sixth grade students from Fletcher to attend BFA Fairfax without current encumbrances caused by legal and fiscal regulations for tuition students. Having all sixth grade pupils attending middle school together will provide a critical mass important for strengthening and sustaining education program offerings for all students. In addition, middle school pupils from both communities will have greater opportunities for social development and a smoother transition into high school.

Early Education: The formation of a single school district will allow universal access to current early education for all three and four year old children from the two communities. This is made possible because the RED will provide for more flexible use of school facilities and increase room needed for housing early education. Universal access to early education will require additional costs due to increased need for staffing and program expenses. However, the State of Vermont will provided addition funds to support early education which will enable the expanded early education opportunities to be cost neutral.

School Choice: Children in grades kindergarten through grade five may attend school within their resident communities as a default condition. However, students may choose to attend elementary school in either Fairfax or Fletcher if desired. For example, it may be advantageous for all children from one family to attend one school rather than two different locations. Others may want to select an alternative school to access particular programs, engage in smaller class size, multiage classrooms or for other unique reasons.

Formation of the RED will also expand opportunities for developing new school program options such as the creation of specialized academies for the sciences, arts or technology. The formation of these specialized learning centers will provide another form of choice for students. In summary, the formation of the RED will also expand opportunities for students in both communities to choose elementary schools that better accommodate needs and desires.

Special Subjects: Equalized programming opportunities for all students within the RED could be advanced. Pupils from both communities will have the same opportunities to engage in art, music, physical education, guidance, world languages and other specialized subjects. In addition, shared resources will improve potential for attracting and sustaining needed staff, increase the number of student participants and advance potential for long term sustainability of these specialized programs. The RED will also provide continuous services for students in Fletcher in special program areas such as health and nursing.

Extra Curricular Activities and Enrichment: Currently extra-curricular and enrichment programs and activities vary between the two school districts. The

formation of the RED will enhance flexible use of staff, facilities and resources that will in turn expand potential for advancing these programs for all students. For example, opportunities for outdoor enrichment and instrumental music would be equalized across the entire unified school district.

Teaching and Support Staffing: The formation of the RED empowers the flexible use of staff which enables the district to adjust staffing assignments based on need, demographic realities and staff expertise. This capability may also save costs in human resources and improve continuity and coordination of services in all schools. Expanded flexibility for assigning teachers and staff would have improved opportunities for work even in times of declining enrollments and shrinking resources. The RED may also enable the use of district employees rather than contracted services for particular specialized areas including some special education programs, student testing, staff professional development and technology.

Enrollment Plan: The following grade level configurations and other conditions for providing education to Pre-Kindergarten through Grade 12 shall be established commencing July 1, 2013:

- BFA Fairfax will house students-K through 12. This school facility will include all Fairfax kindergarten through grade 12 resident pupils unless students seek alternative schools, including vocational/career/technical centers, through choices established in Vermont State Statutes.
- Fletcher students in grades kindergarten through grade5 will be educated at the Fletcher Elementary school facilities unless students seek alternative schools within the RED. Fletcher students in grades six through 12 will receive their education at BFA Fairfax unless the following option is exercised:
 - Fletcher students in grades 7 through 12 who are enrolled in a school of choice outside of the RED prior to July 1, 2012 will be allowed to continue to attend said school through graduation.
- Students currently attending a school outside of the RED must attend a school within the RED if they choose to leave the school that they are presently attending.

Pre-Kindergarten students from Fairfax and Fletcher will be educated in accordance with policies established by the RED School Board. The location for housing early education programs will be established by the RED School Board with the intent to maximize enrollment opportunities, efficiency and program effectiveness.

Attachment B

Efficiency

Use of Resources: As mentioned in Attachment A, the formation of the RED would enable more flexible use of school facilities, equipment and human resources. These flexibilities should result in more efficient assignment of human resources; improve capacity for sharing equipment and applying it to the areas of need, and better use of school space. The advanced capacity to utilize all resources with greater flexibility will translate to more effectiveness as well as cost savings over time. The cost savings are not anticipated to be tremendous. However, the district will advance capacity to sustain staff, reduce duplication of effort and make assignments in accordance with greatest need.

Central Office Functions: The FWSU central office has and is in the process of organizing for greater efficiency and effectiveness. The formation of the RED will advance this work by reducing the number of school boards, streamlining efforts in policy development, reducing the number of budgets, financial audits, state and federal reports and employee master contracts. The FWSU would transition from three school districts to two. The reduction of thirty-three percent of the membership will assist in streamlining the work of the central office in coordinating, implementing and accounting school district services. There would be one fewer school board which would result in fewer meetings. In addition, school grants would be simplified and the number of financial and other required reports would be significantly reduced.

Budgets and Tax Rates: Our committee projected budget expenditures for the RED keeping all school facilities open and applying the same number of teachers and staff that are currently employed in the two school districts. Therefore, we are not projecting any significant budget reductions for education costs resulting from the formation of the new union. We did find that there are moderate budget reductions for school board expenses, audits and school administration. However, current and estimated total budgets are nearly equal.

Vermont has provided incentives for those school districts that vote to establish a RED. In addition to providing Vermont General Assembly has established provisions to lower the tax rates for each of the member RED districts for the first five years of operations. Combining projected budgets with projected revenues enabled the committee to estimate tax rates for both Fairfax and Fletcher through FY 2017. Fairfax would realize lower tax rates in the amount of about five cents in the first year and no reduction in FY 2016. Fletcher is estimated to have tax rates that would be lower by a range of approximately fifteen cents to five cents during the period of five years.