

State Board of Education
April 18, 2017
Item N-2 B

AGENCY OF EDUCATION
Barre, Vermont

TEAM: School Governance Team

ITEM: Will the State Board of Education find that the proposed unified union school district formed by three member districts of the **WINDHAM SOUTHWEST SUPERVISORY UNION (WSWSU)** is “in the best interests of the State, the students, and the school districts,” and will the State Board therefore vote to approve the attached report of the **Southern Valley Act 46 Study Committee** and to assign the new district, if created, to the WSWSU?

RECOMMENDED ACTION:

- 1. That the State Board of Education finds that the proposed formation of a new unified union school district by three member districts of the WSWSU, to be named the SOUTHERN VALLEY UNIFIED UNION SCHOOL DISTRICT, is “in the best interests of the State, the students, and the school districts” pursuant to 16 V.S.A. § 706c(b).**
- 2. That the State Board of Education votes to approve the attached report of the Southern Valley Act 46 Study Committee.**
- 3. That the State Board of Education votes to approve the assignment of the new unified union school district, if created, to the WSWSU for administrative, supervisory, and transitional services pursuant to 16 V.S.A. § 706h beginning on the date on which the district becomes a legal entity pursuant to 16 V.S.A. § 706g.**

STATUTORY AUTHORITY: 16 V.S.A. § 706c; Act 46 of 2015; Act 153 of 2010, Secs. 2-4, as amended; Act 156 (2012), Sec. 15, as amended

BACKGROUND INFORMATION:

I. General

The WSWSU consists of six town school districts with three distinct models of governance:

- Three town school districts, each of which operates a school offering education through Grade 8 and pays tuition for Grades 9-12 (Halifax; Readsboro; Stamford)
- Two town school districts that have entered into a contract to operate two schools – one offering PK-5 and the other offering Grades 6-12 (Whitingham; Wilmington)
- One town school district that pays tuition for all grades (Searsburg)

The unorganized town of Somerset is assigned to the WSWSU for education services when needed.

The WSWSU is bordered to the south by Massachusetts, where many students in the SU’s tuition-paying districts attend school. It is bordered to the west by the Southwest VT SU and to the east

by the Windham Southeast SU – each of which contains a union high school district that includes all of that SU's town school districts as members. The WSWSU is bordered to the north by the Windham Central SU, which includes districts representing a wide variety of operating / tuitioning structures, including one bordering the WSWSU that operates a school offering education through Grade 8 and pays tuition for Grades 9-12 (Marlboro) and one bordering the WSWSU that pays tuition for all PK-12 students (Stratton).

In October 2012, the State Board of Education required the WSWSU to complete a study regarding its boundaries. The study, issued in April 2014, offered proposals for alternative SU boundary configurations that both the WSWSU districts and the surrounding SUs declined to pursue. The WSWSU and the Windham Central SU continued to discuss forms of cooperation during the fall of 2015 but were unable to identify significant educational or taxpayer benefits from collaboration, beyond savings associated with merging SU services. Discussions are on-hold pending activity connected to the enactment of Act 46 of 2015.

Approximately 18 months ago, the Whitingham and Wilmington School Districts created the Twin Valley Act 46 Study Committee under 16 V.S.A. § 706 to consider the advisability of formalizing their contractual arrangements through creation of a unified union school district that operates all grades. The districts of Halifax, Readsboro, and Stamford similarly formed the Southern Valley Act 46 Study Committee to consider the advisability of creating a single, unified district that operates multiple schools through Grade 8 and pays tuition for Grades 9-12.

If the voters approve the proposals of both study committees, then the two new unified districts will jointly be eligible for tax rate reductions and other transitional assistance under the "Side-by-Side" program established in Act 156 of 2012, Sec. 15. Neither merger is independently eligible for tax rate reductions etc. under any of the voluntary merger programs currently in law.

The unification proposals of both study committees are before the State Board of Education for review at its April 18, 2017 meeting. Also included for the Board's eventual consideration in connection with creating the statewide plan is the self-study of the Searsburg School District (PK-12 tuitioning), which proposes that it remain as an unmerged district within the boundaries of the WSWSU.

II. The Southern Valley Unified Union School District

The Southern Valley Act 46 Study Committee (Study Committee) proposes the creation of a unified union school district (UUSD) that would provide for the PK-12 education of resident students by operating three schools offering education through Grade 8 and paying tuition for students in Grades 9-12 (New Unified District) beginning on July 1, 2018.

The Study Committee does not identify any school districts as "necessary" to the proposal pursuant to 16 V.S.A. § 706b(b)(1).

The Study Committee identifies the following school districts as “advisable” to the proposal pursuant to 16 V.S.A. § 701b(b)(2): Halifax; Readsboro; Stamford.¹

In FY2016, the combined PK-12 average daily membership (ADM) of all three districts was 240.90 (Halifax: 71; Readsboro: 62.90; Stamford: 107) and the combined ADM of all six WSWSU districts was 671.40.

The electorate of all three “advisable” districts are expected to vote on May 23, 2017 whether to approve creation of the New Unified District.

The New Unified District would be created only if voters in Whitingham and Wilmington also approve the Twin Valley Act 46 Study Committee’s proposal to form a unified union school district that operates all grades beginning on July 1, 2018 in a manner that makes the New Unified District jointly eligible for the “Side-by-Side” program established in Act 156 of 2012, Sec. 15.

The New Unified District, which would be known as the Southern Valley Unified Union School District, would merge three existing PK-12 town school districts with the same operating and tuitioning models – each operates a school providing education through Grade 8 and pays tuition for Grades 9-12.

The New Unified District would be governed by a school board of nine members. Membership would be closely proportional to the towns’ relative populations and would be adjusted if necessary to reflect each decennial census. Each member would be elected by the voters of the town in which the member resides.

A school could not be closed during the first four years of operation without approval by the voters residing in the town in which the building is located. In subsequent years, building closure would require both (1) a unanimous vote of the Unified District School Board and (2) an affirmative vote of the voters residing in the town in which the building is located.

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

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

¹ During deliberations, the Southern Valley Act 46 Study Committee conducted public meetings with the school districts of Dover, Marlboro, and Wardsboro. The conversations focused primarily on potential unification with the Marlboro School District, which also has a PK-8 operating / 9-12 tuitioning governance structure. Ultimately, neither the Southern Valley Act 46 Study Committee nor the Marlboro School District found unification to be advisable.

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

In the Preamble, both study committees observe that it "is important to understand the geography of the land to understand the distance between these districts and the difficulty, time, and hazards of traveling many of these roads." In good weather, travel time between schools in adjoining districts is approximately 30 minutes. "With bus routes, traffic, and adverse weather conditions, travel time can double; at times, roads are impassable." As a result, the Study Committee is not presenting a proposal that focuses on movement of elementary students among buildings, elementary school choice, magnet schools, etc. (as proposed in other areas of the State). Rather, the Study Committee suggests that most benefits will arise from the increased flexibility of staff assignments and the ability to combine equalized pupil numbers.

EDUCATION IMPLICATIONS:

The Study Committee identified potential educational benefits of merger, including:

1. Increased academic offerings in Grades K-8 through technology, teacher collaboration, and sharing teachers among buildings
2. An increased ability for a student whose family moves from one town within the district to another to remain enrolled at the original elementary school (currently the district of the new residence would need to pay tuition to the former school for this to occur)
3. Increased opportunities through, e.g., combined field trips and athletic offerings
4. The ability to adjust staff assignments based on student needs, changing demographics, and staff expertise
5. Improved recruitment and retention, providing programmatic stability, by offering full-time employment to individuals
6. Richer analysis from increased ability to report previously FERPA-protected data
7. The continuation of tuition-payment to a variety of public and independent high schools

FISCAL IMPLICATIONS:

The Study Committee anticipated that an increased, combined student population will decrease tax rate volatility. Although it did not assign a dollar figure, the Study Committee identified potential cost reductions and fiscal efficiencies related to:

1. Unified accounting systems, decreased number of audits, and reduced reporting
2. Sharing of staff among building in areas such as art, music, nursing, etc.
3. Consolidated provision of food service

See also Act 153, as amended, for cost implications to the State.

In the preamble, both study committees acknowledge that unification “may not solve the fiscal challenges caused by decreasing enrollments.” Similar to the Twin Valley UUSD proposal, given the small combined ADM, the prospect of a continuing decline in student population, and the challenging geography of the region, it is essential that the three potentially merging communities view the proposed unification as an important first step in moving toward being a sustainable governance structure that is able to meet or exceed the educational and fiscal goals of Act 46. Next steps do not necessarily include additional merger or governance structure, but will involve, e.g., looking beyond the boundaries of the New Unified District for ways to increase enrollment and to share resources with other districts in the region.

With this in mind, the Secretary believes that the Study Committee's proposal is aligned with the goals of the General Assembly as set forth in Act 46 of 2015 and with the policy underlying the union school district formation statutes as articulated in 16 V.S.A. § 701.

STAFF AVAILABLE: Donna Russo-Savage, Principal Assistant to the Secretary,
School Governance
Brad James, Education Finance Manager

Section 3:

**Southern Valley Unified Union School District
Vermont State Worksheet**

Study Committee Worksheet for All Phases of Voluntary Merger

Please submit this to the Agency with the Study Committee Report

Current Supervisory Union or Unions (list each)	Potentially Merging Districts Pursuant to 16 V.S.A. § 706b(b)(1)-(2) (list each)	Is the District:	
		Necessary	Advisable
Windham Southwest Supervisory Union	Halifax		yes
	Readsboro		yes
	Stamford		yes

Type of Merger	
<i>Please refer to the related eligibility worksheets to determine baseline eligibility for each merger type.</i>	(column reserved for agency use)
<input type="checkbox"/> Accelerated Merger (Act 46, Section 6)	
A Regional Education District (RED) or one of its variations (Act 153 (2010) and Act 156 (2012))	
<input type="checkbox"/> RED (Act 153, Secs. 2-3, as amended by Act 156 , Sec. 1 and Act 46, Sec. 16) X Side by Side Merger (Act 156 , Sec. 15) Districts involved in the related merger: <input type="checkbox"/> Layered Merger (Union Elementary School District) (Act 156, Sec. 16) <input type="checkbox"/> Modified Unified Union School District (M.U.U.S.D.) (Act 156, Sec. 17, as amended by Act 56 (2013), Sec. 3)	
<input type="checkbox"/> Conventional Merger – merger into a preferred structure after deadline for an Accelerated Merger (Act 46, Section 7)	

Dates, ADM, and Name	
Date on which the proposal will be submitted to the voters of each district (16 V.S.A. § 706b(b)(11)): May 23, 2017	
Date on which the new district, if approved, will begin operating (16 V.S.A. § 706b(b)(12)): July 1, 2018	
Combined ADM of all “necessary” districts in the current fiscal year: 0	
Proposed name of new district: Southern Valley Unified Union District	

Please complete the following tables with brief, specific statements of how the proposed union school district will comply with the each of the listed items. Bulleted statements are acceptable.

The Proposed School District is in the Best Interest of the State, Students, and School Districts – as required by 16 V.S.A. § 706c		
<u>Goal #1:</u> The proposed union school district will provide substantial equity in the quality and variety of educational opportunities. Act 46, Sec. 2(1)	Potential Benefits for PreK-8 <ul style="list-style-type: none"> ● Vertical and horizontal curriculum alignment for the K-8 district ● One Action Plan for the K-8 district ● Increase the academic offerings among the schools through technology and instructor collaboration (due to geographic location) ● Narrowed focus on age- appropriate learning opportunities ● Common local assessment in the Unified Union that are aligned to SU assessments. ● Sharing of resources for instruction, including enrichment opportunities 	
<u>Goal #2:</u> The proposed union school district will lead students to achieve or exceed the State’s Education Quality Standards, adopted as rules by the State Board of Education at the direction of the General Assembly. Act 46, Sec. 2(2)	The districts face immediate pressures to address and comply with the significant requirements of the Education Quality Standards, especially at the K-8 level for the smaller schools of Halifax, Stamford and Readsboro. Increasing and developing the items listed below would increase student achievement and opportunities. <ul style="list-style-type: none"> ● SU wide development of PBL, MTSS, PBIS, PLP ● Technology integration to offer more learning opportunities. ● Increase opportunities through Virtual/Blended Learning in grades K-8 	

<p><u>Goal #3:</u> The proposed union school district will maximize operational efficiencies through increased flexibility to manage, share, and transfer resources, with a goal of increasing the district-level ratio of students to full-time equivalent staff.</p> <p>Act 46, Sec. 2(3)</p>	<p>The PreK – 8 Unified district would benefit in the following ways:</p> <ul style="list-style-type: none"> ● Sharing of Special Education under the SU ● Sharing of Para-Educators ● Transportation when feasible ● Sharing of Special teachers (art, music, nurse, OT, PT school psychologist) ● Sharing of after school activities ● Alignment of Central Office systems that are common across the Supervisory Union ● One unified teacher contract for the SU ● Opportunities to consolidate Food Services ● Consolidate purchasing of instructional materials and equipment ● Reducing bureaucratic redundancy is made possible with fewer districts ● Teachers are often underserved in their current professional development activities. The size of existing districts is often too small for teachers to share professional development. With districts unifying, more shared resources related to curriculum or operational expertise, technology, training, assessment planning, instructional coaching and other professional development activities are available 	
<p><u>Goal #4:</u> The proposed union school district will promote transparency and accountability.</p> <p>Act 46, Sec. 2(4)</p>	<ul style="list-style-type: none"> ● Use of technology to involve and inform the public actively ● Stronger, more robust teacher and administrative evaluation system that raises the bar of accountability ● Consistent use of common board policies and protocols ● Development of SU wide communication plan with all stakeholders in the schools and communities ● Proficiency based learning reports SU wide ● One Unified Student Information System ● Shared Telecommunication Infrastructure 	
<p><u>Goal #5:</u> The proposed union school district will deliver education at a cost that parents, voters, and taxpayers value.</p> <p>Act 46, Sec. 2(5)</p>	<ul style="list-style-type: none"> ● Reduce audit costs from 3 districts to 1 ● Decrease redundancy in all areas ● Due to larger ADM, reduction in tax variation from year to year 	

<p><u>Regional Effects:</u></p> <p>What would be the regional effects of the proposed union school district, including: would the proposed union school district leave one or more other districts geographically isolated?</p> <p><i>Act 46, Section 8(a)(2)</i></p>	<p>All school districts in WSSU would be part of two side by side model or an alternative model. Wilmington, Whitingham, Readsboro, Halifax and Stamford would be part of the side by side and Searsburg would be an alternative model. Although Somerset is also part of the SU, they do not operate a school, have no students, and don't have a school board. Somerset is considered a non-established town by the state. No districts are left isolated.</p>	
<p>(3) The grades to be operated by the proposed union school district The grades, if any, for which the proposed union school district shall pay tuition</p>	<p>Pre-K – 8 Pay tuition for grades 9-12</p>	
<p>(4) The cost and general location of any proposed new schools to be constructed The cost and general description of any proposed renovations</p>	<p>No new construction is being proposed N/A</p>	
<p>(5) A plan for the first year of the proposed union school district's operation for: (A) the transportation of students (B) the</p>	<p>(a) The board shall determine, in accordance with the state and federal law, the transportation services that will be provided to students in the Southern Valley Unified Union. (b) The Board shall honor all individual employment contracts that are in place for the Southern Valley school districts on July 1, 2018 until their respective termination dates. New contracts will be negotiated.</p>	

<p>assignment of staff (C) curriculum The plan must be consistent with existing contracts, collective bargaining agreements, and other provisions of law, including 16 V.S.A. chapter 53, subchapter 3 (transition of employees)</p>	<p>(c) The forming districts of the two Union Districts recognize the benefits to be gained from establishing a district-wide curriculum as well as their obligations to do so, and to otherwise standardize their operations on or before July 1, 2018.</p>															
<p>(6) The indebtedness of the proposed merging districts that the proposed union school district shall assume.</p>	<p>Any and all operating deficits and surpluses of the Halifax, Stamford and Readsboro school districts shall become property and/ or obligations of Southern Valley Union District, effective July 1, 2018. No later than July 1, 2018, the forming districts will convey to the Unified District all of their school-related property for \$1 and the unified district will assume all capital debt associated therewith.</p>															
<p>(7) The specific pieces of real property owned by the proposed merging districts that the proposed union school district shall acquire, including:</p> <ul style="list-style-type: none"> * their valuation * how the proposed union school district shall pay for them 	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 50%;">Assets</th> <th style="text-align: right; width: 50%;">Debts</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">Readsboro</td> <td style="vertical-align: top; text-align: right;">121,537</td> </tr> <tr> <td style="vertical-align: top;">0</td> <td style="vertical-align: top; text-align: right;"></td> </tr> <tr> <td style="vertical-align: top;">Halifax</td> <td style="vertical-align: top; text-align: right;">717,395</td> </tr> <tr> <td style="vertical-align: top;">0</td> <td style="vertical-align: top; text-align: right;"></td> </tr> <tr> <td style="vertical-align: top;">Stamford</td> <td style="vertical-align: top; text-align: right;">243.300</td> </tr> <tr> <td style="vertical-align: top;">0</td> <td style="vertical-align: top; text-align: right;"></td> </tr> </tbody> </table>	Assets	Debts	Readsboro	121,537	0		Halifax	717,395	0		Stamford	243.300	0		
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<p>(8) [repealed 2004 Acts and Resolves No. 130, Sec. 15</p>																

<p>(9) Consistent with the proportional representation requirements of the Equal Protection Clause, the method of apportioning the representation that each proposed member town shall have on the proposed union school board</p> <ul style="list-style-type: none"> * no more than 18 members total * each member town is entitled to at least one representative * see also 16 <p>V.S.A. § 706k(c): one or more at-large directors</p> <ul style="list-style-type: none"> * see also 16 <p>V.S.A. § 707(c): weighted voting</p>	<p>Proportional Representation</p> <p>Halifax 3</p> <p>Readsboro 3</p> <p>Stamford 3</p>	
<p>(10) The term of office of directors initially elected, to be arranged so that one-third expire on the day of each annual meeting of the proposed union school district, beginning on the second annual meeting, or as near to that proportion as possible</p>	<p>Each District in the Unified Union starts with 1 one year term, a 2 year term, and a 3 year term.</p>	

<p>(13) Any other matters that the study committee considers pertinent, including whether votes on the union school district budget or public questions shall be by Australian ballot <i>(please list each matter separately)</i></p>	<p>Both budgets and school board members will be voted by Australian ballot</p>	
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Executive Summary for the Southern Valley Unified Union School District

The plan of the Southern Valley Act 46 Study Committee includes the formation of the Southern Valley Unified Union School District. This merges the School Districts of Halifax, Readsboro and Stamford into one PreK-12 district offering PreK – 8 educational services at three elementary schools and paying tuition for all students in grades 9–12. There will be approximately 166 students in the new Unified Union.

All three school districts are advisable for the establishment of the Unified Union School District.

The Unified Union School Board will comply with statutory requirements, recognizing existing collective bargaining agreements and commencing negotiations upon formation of the new district.

The Unified Union District shall assume ownership and operate existing school facilities and property through conveyance. Subsequent sale shall first be offered to the towns including the assumption or payment of outstanding bonds and notes and the repayment of any school construction aid or grants as required by law, to the town in which it is located.

No schools shall close during the first four years after the effective date of merger unless the electorate of the town in which the school is located consents to closure. Thereafter, closing will require a unanimous vote of the School Board and a majority vote of the town in which the school is located.

The School Board representation is proportional to the population in each town, totaling nine members: 3 from Halifax, 3 from Readsboro and 3 from Stamford.

The School Board shall determine transportation, attendance, boundaries, and school choice.

The proposal will be presented to the voters of each forming school district on May 23, 2017 along with candidates for the Unified Union School Board.

This contemplated merger allows the schools to offer greater educational opportunity, improved services and supports, as well as expanded efficiencies through shared governance.

The Southern Valley Unified Union School District will benefit from the efficient and cost-effective centralization of services including administration, bargaining, transportation, food service, enrichment, technology (infrastructure and integration), school safety and crisis prevention and intervention.

The study committee unanimously recommends approval of the proposed merger, as it will provide efficiencies and enhanced opportunities for all students in partnership with families and community members. The Southern Valley Unified Union School District shall serve all students in the three member towns collectively and equitably.

Articles of Agreement
Southern Valley Unified Union School District
Serving the schools of the communities of
Halifax, Readsboro and Stamford

The Study Committee recommends that the following Articles of Agreement be adopted by each necessary/ advisable school district for the creation of a pre-Kindergarten through Grade 12 Unified Union School District to be named **Southern Valley Unified Union School District**, hereinafter referred to as the "Unified Union District".

Article 1

The Town School Districts of Halifax, Readsboro, and Stamford are **advisable** for the establishment of the Southern Valley Unified Union School District. No school districts are recommended as being necessary. The above referenced school districts are hereinafter referred to as the "forming districts". There are no additional school districts being recommended at this time.

If the forming districts vote to approve the merger, the Southern Valley Unified Union School District will commence full educational operations and services on July 1, 2018 under the provisions of 16 VSA chapter 11; provided, however that the votes approving creation of the Unified Union District shall not become effective unless and until the voters of the Whitingham and Wilmington School Districts vote to approve formation of the Twin Valley Unified Union District, enabling the two Unified Union School Districts to form a side by side structure within the same supervisory union.

Article 2

The new Unified Union District will provide for the education of all PreK-12 students, by operating grades PreK-8 and paying tuition for students in grades 9-12.

Article 3

The Unified Union District 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 Union School District and will commence negotiations pursuant to 16 VSA Chapter 57 for teachers and 21 VSA Chapter 22 for other employees. In the absence of new collective bargaining agreements on July 1, 2018, the Unified Union District will comply with the pre-existing master agreements pursuant to 16 VSA Chapter 53, subchapter 3. The Unified Union District shall honor all individual employment contracts that are in place for the forming school districts on June 30, 2018 until their respective termination dates.

Article 4

No new school buildings are necessary to, or proposed for, the formation of the Unified Union District. The Unified Union District will assume ownership and operate existing school facilities commencing July 1, 2018. No school closings are anticipated or proposed on July 1, 2018. (See Article 8C)

Article 5

The Unified Union District shall determine, in accordance with state and federal law, the transportation services to be provided to students in the Unified Union District. The new Unified Union Board will evaluate transportation systems during the first year of district operation. (See 16 V.S.A. §§1221, 1222, 1224 (Student transportation) 16 V.S.A. §1551 (Technical center transport))

Article 6

The forming districts of the Unified Union District recognize the benefits to be gained from establishing a supervisory union-wide curricula as well as their obligation to do so, and to otherwise standardize their operations on or before July 1, 2018.

Article 7

A. Capital Debt

The Unified Union District shall assume all capital debt as may exist on June 30, 2018, including both principal and interest, of the forming school districts that join the Unified Union District.

B. Operating Fund Surpluses, Deficits and Reserve Funds

The Unified Union 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 June 30, 2018. In addition, reserve funds will be transferred to the Unified Union District on June 30, 2018 and will be applied for such established purposes unless otherwise determined through appropriate legal procedures.

C. Restricted Funds

The forming districts will transfer to the Unified Union District any pre-existing specific endowments or other restricted accounts, including student activity and related accounts that may exist on June 30, 2018. Any scholarship funds, trusts, endowments, or similar accounts held by, dedicated to, or benefitting individual school district's, students, employees, residents or buildings of such districts prior to June 30, 2018 shall be used thereafter for the schools, personnel or students previously in those individual communities and districts in accordance with their provisions.

Article 8

A. Transfer of Property to Unified Union District

No later than June 30, 2018, the forming districts will convey to the Unified Union District all of their school-related real and personal property, for One U.S. Dollar, and the Unified Union District will assume all capital debt associated therewith. The Unified Union District recognizes the long term financial investments and community relationships that each town has with its school building(s). The Unified Union District will encourage appropriate use of the building by the students and community according to the policies and procedures of the Unified Union District as overseen by the building administrator.

B. Subsequent Sale of Real Property to Towns

In the event that, and at such subsequent time as the Unified Union District School Board determines, at its discretion, and subject to compliance with the school closure provisions of Article 8C, that any of the real property, including land and buildings, conveyed to it by one or more of the forming districts is or are unnecessary to the continued operation of the Unified Union District and its educational programs, the Unified Union District shall offer such real property, for the sum of One U.S. Dollar, and 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 as required by Vermont law; to the town in which it is located.

The conveyance of any of the above school properties shall be conditioned upon the town owning and utilizing 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 Union District for all capital improvements and renovations completed after the formation of the Unified Union District and prior to the sale to the town. In the event a town elects not to acquire ownership of such real property, the Unified Union District shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the Unified Union District School Board.

C. Closure of Schools

The Unified Union District shall not close any school within its boundaries during the first four years after the effective date of merger unless the electorate of the town in which the school is located consents to closure. Closing a school facility after July 1, 2022 takes a vote of the electorate in the town in which the school is located, and a unanimous vote of the Unified Union District School Board.

Article 9

A forming town district's representation on the Unified Union District School Board will be closely proportional to the fraction that its population bears to the aggregate population of all forming school districts in the Unified Union District. Initial Unified Union District School Board composition is based upon the 2010 Federal Census, and shall be recalculated promptly following the release of each subsequent decennial census. At such time the Unified Union District School Board shall also evaluate and consider the advisability of implementing a system of at-large voting for school directors.

The number of board members from each forming school district shall be determined by dividing the population of the town or village by one ninth of the total population of the aggregate population of the village and towns within the Unified Union District.

The initial membership on the Unified Union District Board of School Directors will be as follows:

Number of School Board Members by Town

Town	Population	Board Members
Halifax	723	3
Readsboro	742	3
Stamford	818	3

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

Town	1 Year Term 2017 - 2018	2 Year Term 2017 - 2019	3 Year Term 2017 - 2020
Halifax	1	1	1
Readsboro	1	1	1
Stamford	1	1	1

Pursuant to the provisions of 16 VSA §706j (b), elected school board members shall be sworn in and assume the duties of their office. The term of office for school board members elected at the May 23, 2017 election shall be one, two, or three years respectively (16 VSA §706j). One year terms begin when board members are sworn in at the initial board meeting and end on the date of the Unified Union District's annual meeting in the spring of 2018, as established under 16 VSA §706j. Thereafter, terms of office shall begin and expire on the date of the Unified Union District's annual meeting.

Article 11

The proposal forming this Unified Union District will be presented to the voters of each forming school district on May 23, 2017. The candidates for the new Unified Union District School Board will be elected on the same date, as required by law. Nominations for the office of Unified Union District School Board Member representing any district/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 signed by at least 30 voters in that district or one percent of the legal voters in the district, whichever is less, and accepted in writing by the nominee. A statement shall be filed not less than thirty (30) nor more than forty (40) days prior to the date of the vote.

Article 12

Upon an affirmative vote of the electorates of the forming school districts, and the affirmative votes of the Twin Valley Unified Union School district, and upon compliance with 16 VSA §706g, the Unified Union District shall have and exercise all of the authority which is necessary in order for it to prepare for full educational operations beginning on July 1, 2018. The Unified Union District shall, between the date of its organizational meeting under 16 VSA §706j and June 30, 2018, 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 2019, prepare and present the budget for fiscal year 2019, prepare for Unified Union 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 Union District shall not be construed to limit or alter the authority and/or responsibilities of the School Districts of Halifax, Readsboro and Stamford. The Unified Union District shall commence full educational operations on July 1, 2018.

Article 13

The Unified Union District School Board shall propose annual budgets in accordance with 16 VSA Chapter 11. The annual budget and Board Member votes shall be conducted by Australian ballot pursuant to 17 VSA Chapter 55.

Article 14

On July 1, 2018, when the Union School District becomes fully operational and begins to provide educational services to the students, the forming districts shall cease all educational operations and shall remain in existence for the sole purpose of completing any outstanding business not given to the Union School District under these articles and state law. Such business shall be completed as soon as practicable, but in no event any later than December 31, 2018.

Article 15

During the first year of operation all students will remain in the schools they currently attend unless a parent requests a school change and the board agrees to it. After July 1, 2019, parents can continue to request a school change with the board's approval and the school board will have the authority to adjust school attendance boundary lines and school configurations within the Union School District.

Article 16

The Union School District School Board shall provide opportunity for local input on policy and budget development. Structures to support and encourage public participation within the Union School District will be established by the Union School District School Board on or before June 30, 2018.

Note:

Cost budget analysis and information on school configurations, student enrollment, and school choice are found in the appendices.

Southern Valley Unified Union School District Act 46 Study Committee Members

Homer Sumner, Chair

Mary King

Cynthia Lamore

Susan Bailey

Paul Blais

Erika Bailey

Barbara Malinowski

Appendix A: Cost Benefit Analysis and Narrative

The creation of a Southern Valley Unified Union District will result in one mission, one vision and one strategic plan for continual improvement based on the attainment of the State Educational Quality Standards and the expected outcomes based on standards and values. Moreover, a Unified Union District will provide a single School Board the opportunity to design a continuum of educational programs and experiences by operating schools for all students in an integrated PreK-8 program and tuitioning students in grades 9-12. The Board will be collectively responsible for all students' education in grades PreK-12.

Opportunities with increased scale enable the new district to retain and possibly expand a variety of educational programs and learning pathways. Each school and community has unique resources and assets, which may provide an opportunity for added programs within a larger system. More students allow for them to have opportunities to work with others at the same grade level and to have flexibility in class structure.

One PreK-12 Unified Union District may allow students to transfer from one elementary school to another school within the regional district without having to pay tuition, and may allow the opportunity to stay at their current school assignment if families move between the towns of Halifax, Readsboro, and Stamford. Under the current structure, students are not able to do so without paying tuition.

We will be able to expand shared Special Education programs for elementary students and have more flexibility within a larger school district. For example, currently the addition or decrease of one or two students may throw off the ability to balance the needed services, but under a larger Unified Union District, having the flexibility of special educators and service providers will allow better flow between programs/buildings and will provide greater opportunities and possibilities.

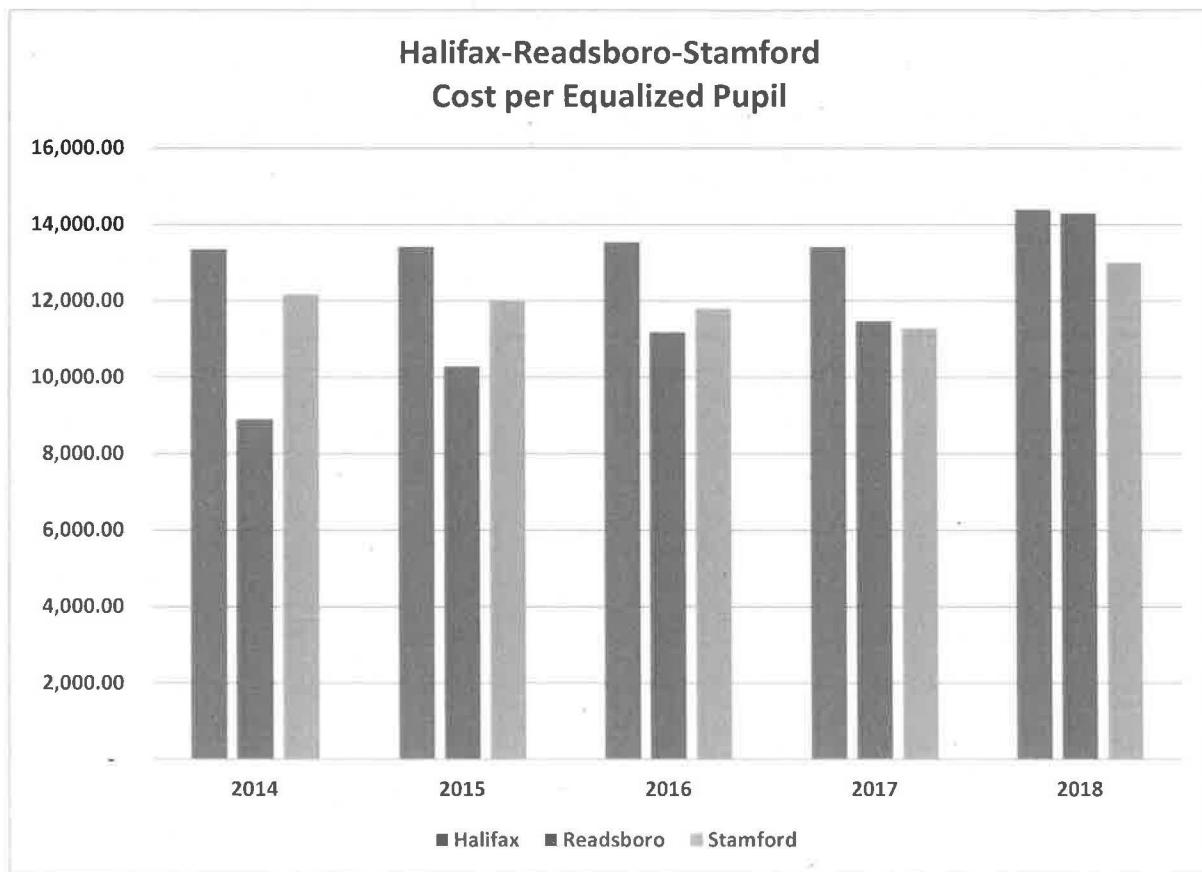
Southern Valley teachers are highly qualified. Our teachers are involved in pursuing professional development activities and taking graduate courses. They are leaders and mentors to new teachers. Many of these educators have Master's degrees or higher post-secondary education. Combining resources from the three districts into one Unified Union District will create professional development opportunities for teachers that allow for a greater, richer exchange and sharing of resources, ideas and success. The ability to co-plan and share lessons may spark interest and foster greater expertise in content and instructional strategies and practices.

Curriculum, instruction, and assessment for students in the elementary grades will be aligned in the Unified Union District through cooperative work between and among the professionals, which is already underway at the WSSU Central Office. All students will have access to a rich array of high-quality learning opportunities in the Unified Union District. Elementary school students will benefit from increased stability, shared resources and faculty, combined programs like field trips and athletic teams, and potential program expansion. Tuitioning grade 9-12 students continues to provide parents the ability to choose the appropriate secondary program to meet the needs of their children. Currently, many high school students in the district opt to attend high school in bordering Massachusetts schools. This school choice option will continue as long as it remains permissible by state statute.

All towns will have a voice in the education of all students, PreK-12, in Halifax, Readsboro, and Stamford. The Southern Valley Unified Union District structure provides for representation from each community, ensuring that a broad spectrum of perspectives is represented in the governance of education systems.

The formation of the Unified Union District will streamline accounting systems and increase transparency and accountability of programs and services within the single budget. The same financial accounting system will be used to track both revenue and expenditure reporting for all three towns' schools. Budgets and tax rates will be combined, and there will be one budget and tax rate, reflecting increased fiscal efficiencies. The number of State, Federal, and IRS reports and intergovernmental accounting transactions, as well as the number of independent audits, will be reduced, and this will reduce labor and audit expenses. Having a Unified Union District also lowers the possibility of exceeding the excess spending tax penalty threshold.

Please find a 5-year budget and cost per pupil history for the three communities in the Southern Valley Unified Union District below. You will see a pattern of fiscal responsibility as the student population of the districts decrease. Also, please note the tax increases caused by the change in the "phantom student" guidelines.



Tax rates for Halifax, Readsboro, and Stamford will affect all three towns differently. Using a static 5-year budget model (no increase in budgets or changes to student population and a static number for the state yield) you will see the tax implications for all three communities.

TOWN	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23
Halifax - Yes Merger Vote	1.3355	1.3203	1.2544	1.206	1.226	1.246	1.266
Halifax - No Merger Vote			1.3993	1.3993	1.3993	1.3993	1.3993
Readsboro - Yes Merger Vote	0.9715	1.0945	1.0398	.9973	1.0173	1.0373	1.0573
Readsboro - No Merger Vote			1.1677	1.1677	1.1677	1.1677	1.1677
Stamford - Yes Merger Vote	1.0668	1.1821	1.1747	1.1947	1.2147	1.2347	1.2547
Stamford - No Merger Vote			1.2695	1.2695	1.2695	1.2695	1.2695

Appendix B:
School Configurations, Enrollments, and School Choice
Southern Valley Unified Union School District Summary Data

	Halifax	Readsboro	Stamford
Grades Served	K-8	Pk-8	K-8
FY 16 Equalized Pupils	83.15*	93.6*	113.11
FY 16 Education Spending for Equalized Pupils	13,534.91	11,188.24	11,801.43
FY 16 Student/Teacher Ratio	6.06	7.7	6.3
FY 16 Student/Administrator Ratio	47 : 0.5	51 : 1	73 : 1
FY 15 Equalized Pupils	85.65	96.99*	106.81
FY 15 Education Spending for Equalized Pupils	13,418.09	10,291.24	12,029.38
FY 15 Student/Teacher Ratio	7.06	7.7	8.3
FY 15 Student/Administrator Ratio	50 : 0.5	61 : 1	73 : 1
FY 14 Equalized Pupils	87.10	100.51*	106.15
FY 14 Education Spending for Equalized Pupils	13,357.93	8,915.38	12,166.82
FY 14 Student/Teacher Ratio	7.06	7.7	8.4
FY 14 Student/Administrator Ratio	51 : 0.5	62 : 1	65 : 1
Small Schools Grant Avg.	80,681.67	91,408.33	97,080.00
* Includes Phantom Students			

School Configurations

	Elementary/MS Enrollment	High School Tuition Students
Halifax Elementary School	54	29
Readsboro Elementary School	50	26
Stamford Elementary School	72	31

School Choice

Tuition is paid for all high school students in the Southern Valley Unified Union School District. There are no plans to change that. The chart below shows current enrollment in area high schools by town for each grade.

Southern Valley Students Attending Other Schools							
School Attending	Home District	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
TVMHS (VT)	Halifax		1	2	2	3	8
	Readsboro		2				2
	Stamford						0
Brattleboro UHS (VT)	Halifax		2	3	1	3	9
	Readsboro						0
	Stamford						0
Mohawk Regional HS (MA)	Halifax						1
	Readsboro		1				0
	Stamford						0
Franklin Technical (MA)	Halifax					2	4
	Readsboro		2				0
	Stamford						0
McCann Technical (MA)	Halifax						0
	Readsboro		2	5	3	3	13
	Stamford		5	4	2	5	16
Drury HS (MA)	Halifax						0
	Readsboro		1	1	3	2	7
	Stamford		2	1	2	2	7
Mt Greylock (MA)	Halifax						0
	Readsboro						0
	Stamford		2	1	1	2	6
Private Out of State	Halifax		1	3		1	5
	Readsboro		1	1	1	1	4
	Stamford				1		1
Private In State	Halifax					1	1
	Readsboro						0
	Stamford				1		0
Special Ed Placement	Halifax	1					1
	Readsboro					1	1
	Stamford			1	1		2
Total		1	22	22	17	26	88

School Closures

At the present time there are no school closures recommended. Please see Article 4 and Article 8c.

Appendix C:
Educational Benefits to Students

Please see the chart below that represents student performance levels on the state tests. Because each of the schools is too small to report identifiable data, we have not been able to make comparisons among schools. Overall, student results are consistent with state averages. This data represents student performance levels on the Smarter Balanced Assessment Consortium (SBAC) summative state tests in English Language Arts (ELA) for 2016 (End of School Year 2015-2016) and 2015 (End of School Year 2014-2015).

SBAC ELA	SVSD ELA SUMMATIVE 2016			WSSU ELA 2016		VT State ELA 2016	
Grade	# of Students Tested	% Level 3 or Above	Average Scale Score	% Level 3 or Above	Average Scale Score	% Level 3 or Above	Average Scale Score
3	17	72%	2462±12	50%	2433±12	54%	2438±1
4	21	67%	2498±13	56%	2481±10	54%	2477±1
5	23	52%	2523±13	66%	2536±10	58%	2515±1
6	18	61%	2548±13	50%	2537±12	56%	2539±1
7	19	58%	2565±13	53%	2548±10	58%	2562±1
8	14	50%	2568±13	58%	2574±13	59%	2580±1

SBAC ELA	SVSD ELA SUMMATIVE 2015			WSSU ELA 2015		VT State ELA 2015	
Grade	# of Students Tested	% Level 3 or Above	Average Scale Score	% Level 3 or Above	Average Scale Score	% Level 3 or Above	Average Scale Score
3	22	64%	2440±11	59%	2435±10	52%	2431±1
4	22	68%	2491±12	63%	2478±11	51%	2470±1
5	20	45%	2494±13	50%	2501±12	57%	2510±1
6	19	47%	2535±13	43%	2520±10	53%	2532±1
7	16	63%	2548±13	50%	2539±12	55%	2558±1
8	16	69%	2598±14	50%	2565±13	54%	2569±1

Please see the charts below for student performance levels on the Smarter Balanced Assessment Consortium (SBAC) summative state tests in Math for 2016 (End of School Year 2015-2016) and 2015 (End of School Year 2014-2015).

SBAC	SVSD Math Summative 2016			WSSU Math Summative 2016		VT State Math Summative 2016	
Grade	# of Students Tested	% Level 3 or Above	Average Scale Score	% Level 3 or Above	Average Scale Score	% Level 3 or Above	Average Scale Score
3	17	72%	2468±9	33%	2547±12	44%	2564±2
4	21	62%	2512±9	44%	2483±8	50%	2482±1
5	23	21%	2496±10	34%	2513±9	43%	2509±1
6	18	56%	2562±11	34%	2517±13	41%	2522±1
7	18	44%	2549±12	39%	2537±11	46%	2548±1
8	13	31%	2553±15	33%	2547±12	44%	2564±2

SBAC	SVSD Math Summative 2015			WSSU Math Summative 2015		VT State Math Summative 2015	
Grade	# of Students Tested	% Level 3 or Above	Average Scale Score	% Level 3 or Above	Average Scale Score	% Level 3 or Above	Average Scale Score
3	22	59%	2452±9	55%	2439±8	51%	2435±1
4	22	50%	2486±9	37%	2468±9	45%	2472±1
5	20	30%	2492±11	29%	2480±10	42%	2503±1
6	19	26%	2514±12	26%	2501±10	37%	2516±1
7	16	25%	2539±13	15%	2501±12	43%	2542±1
8	16	44%	2576±14	39%	2559±14	40%	2553±1

The Educational Benefits

In reading Appendix A you have seen the many educational benefits to be achieved by creating a Unified Union District. Educational opportunities could be increased and student equity improved through consolidation of the three school districts. Below we have listed other potential opportunities the study committee has identified.

Student Learning Opportunities

The creation of the Southern Valley Unified Union District will result in one mission, one vision and one strategic plan for continual improvement based on the attainment of the Educational Quality Standards and the expected outcomes based on standards and values. The Unified Union District will provide a single School Board the opportunity to design a continuum of educational programs and experiences by operating schools for all students in an integrated PreK-8 program, then providing a broad base of educational opportunities meeting individual student needs by tuitioning students attending grades 9 -12. The Board will be collectively responsible for all students' education in grades PreK-12. Opportunities with increased scale will enable the new Unified Union District to retain and possibly expand a variety of educational programs and learning pathways, incorporating the unique resources and assets of each school and community. More students in each grade across the district will give them opportunities to work with others at the same grade level and to have flexibility in class structure. The goal is for our learners to experience increased opportunities in a unified district. With a single structure, there will be more teachers at each grade level and the opportunity to share teachers and resources, including the possibility of joint field trips, learning projects and other special programs.

The Unified Union District will give PreK-8 students greater access to a vast array of extracurricular choices that may not currently exist in their individual schools, such as instrumental lessons, a larger band and chorus, athletic programs, outdoor activities, and other after school activities.

Finally, by forming the Unified Union District, the professional learning community (PLC) of school leaders and teachers will become more diverse, allowing for a greater, richer exchange and sharing of resources, ideas, and success. The ability to co-plan and share lessons may spark interest and foster greater expertise in content and instructional strategies and practices. The collaborative efforts of high performing PLCs produce high performing learners. All students will have access to a rich array of high-quality learning opportunities in the Unified Union District. PreK-8 students will benefit from increased stability, shared resources and faculty, combined programs like field trips and athletic teams, and potential program expansion. Tuitioning 9-12 students continues to provide parents the ability to choose the appropriate secondary program to meet the needs of their child(ren).

The Unified Union District structure provides for representation from each community, ensuring that a broad spectrum of perspectives is represented in the governance of education systems. In Readsboro, Stamford and Halifax, cooperative work between and among the professionals is already underway. It is facilitated through grade level and department level meetings, joint faculty meetings, professional development, and in-service training.

Potential Benefits for Teachers & Staff

In a Unified Union District structure, all teachers will be employed by the Southern Valley Unified Union District, allowing the superintendent flexibility to adjust staffing assignments based on student needs, changing demographic realities, and staff expertise. Teachers could be reassigned to where the needs are across the schools within the Unified Union District. Currently, reassignments are limited to the district of hire, unless the teacher is hired by the WSSU or on a shared FTE basis. Having a shared teacher for two or three separate districts currently takes more administrative time to create, implement, coordinate and oversee. Part-time employees could find increased employment opportunities within the Unified Union District, improving recruitment and retention efforts. We are not expecting to close schools or to reduce instructional staff under the Unified Union District (the primary efficiency savings will be in WSSU Central Office administration and further service consolidation), but having a Unified Union District will provide greater opportunity to equalize class sizes across the system for specific grade levels as needed.

The Unified Union District will allow for greater flexibility in the allocation of nonteaching positions. Personnel can be reassigned where the greatest needs are across all schools within the district. Currently reassignments are limited to the district of hire unless done through a shared service agreement.

Increased Access to Academic Programs through Technology, and Expanded Opportunities for Technology Integration Experiences

Within the Southern Valley Unified Union District there will be one IT Department to update, maintain, and standardize resources across the system. The WSSU Curriculum Director will also serve as technology integration specialist for the Unified Union District, so that teachers will receive the same training and information, while the students will continue to use technology as a tool for learning.

There will be increased buying power to obtain affordable telecommunications, internet services, software applications and technology hardware. Likewise, similar hardware will lead to repair efficiencies, because parts can be stocked and knowledge in repairs can be streamlined. A single Unified Union District will manage resources to provide greater access to customized and personalized learning opportunities for students - for example, through the use of personal mobile devices. Information Technology staff specialties (e.g. Supervision, Network Administration, Technicians, Technology Integration, and Application Specialists) can be applied to every building, where previously these resources were scarce or unavailable. One system will allow for greater efficiencies and greater focus can be given to 21st Century personalized learning environments. The Unified Union District would also be able to expand and increase academic programs and opportunities for technology integration experiences in the areas of foreign language, enrichment, and on-line learning through teacher sharing.

Student Data Collection and Reporting

The student achievement data tracking systems will be enhanced to ensure that all students will achieve at high levels as defined in the State's Education Quality Standards. Currently class sizes are small, resulting in the inability to share grade level data. Combining data from classes in all three schools would increase the ability to share data and to discuss improvement strategies. A single PreK-8 student data system would allow for richer empirical data, improvement in strategic planning, improved instruction, specialized interventions, and personalization. It would improve discussions at the Board level, enhance parental involvement and communication about student progress, and promote transparency and accountability. Collecting student data in a single Unified Union District will reduce redundancies with State reporting requirements.

Potential Benefits for Taxpayers and Residents

- Moderate the effects of year to year population changes
- Availability of tax incentives
- Lower the overhead cost by sharing educational resources across all districts
 - Custodial services – facilities system management
 - Energy management practices
 - Purchasing on a larger scale helps lower costs – technology, textbooks, supplies
 - Common food services
- Coordinated financial services through a Unified Union District
 - One audit instead of three
 - Less redundancy in business office management and operations
 - AOE VT State and Federal data collection is streamlined

LYNN, LYNN, BLACKMAN & MANITSKY, P.C.

March 13, 2017

Christopher Pratt, Superintendent of Schools
Windham Southwest Supervisory Union
1 School Street
Wilmington, VT 05363

Re: Proposed New Union School District Board Membership

Dear Christopher:

I am writing to confirm that the current proposal set forth by Windham Southwest Supervisory Union pertaining to Board membership of the proposed Southern Valley Unified Union School District meets the requirements of the Equal Protection Clause of the United States Constitution and 16 VSA §796(b)(9).

The Equal Protection Clause of the Fourteenth Amendment requires equal voting strength, and protects against dilution of the right to vote by disproportionate representation. This guarantee extends to the election of local school official who exercise general governmental powers.

Hadley v. Junior Coll. Dist., 397 U.S. 50, 53 (1970). Mathematical precision, however, is not necessary; rather “the overriding objective must be substantial equality of population among the various districts.” *Reynolds v. Sims*, 377 U.S. 533, 569, 579 (1964). The Supreme Court has held that generally, an apportionment plan with a maximum population deviation under 10% is considered a minor deviation. *Brown v. Thomson*, 462 U.S. 835, 842 (1983). A plan with larger disparities, however, remains Constitutional if there is a rational basis for the larger deviation. *Reynolds*, 377 U.S. at 579.

Article 9 of the Articles of Agreement identify a proportional representation model for the new board. It lays out the initial Board membership of three members from each of the member districts. With a population for the Unified Union School District of 2283 residents, Halifax has 31.67% of the population and board representation equal to 33.33%. Readsboro has 32.50% of population and board representation equal to 33.33%. Stamford has 35.83% of the population and board representation equal to 33.33%. The apportionment plans set forth in Article include a maximum deviation of less than three percent. This falls well within the parameters of a minor deviation. The Articles of Agreement further ensure compliance by tying future composition and recalculation to the Federal Census on decennial basis.

Under the requirements of 16 VSA § 706(b)(9), the board must have at least one representative from each community. The proposal has three members for each community. This requirement is thus satisfied. Further, the statute requires that the board have no more than 18 members.

Superintendent Christopher Pratt
March 13, 2017
Page 2

With the proposed nine member board this element is also met.

Based on our analysis, the proposed Articles of Agreement meet the requirements of the Equal Protection Clause of the United States Constitution and 16 VSA §796(b)(9).

Sincerely,

LYNN, LYNN, BLACKMAN & MANITSKY, P.C.



Pietro J. Lynn, Esq.
plynn@lynnlawvt.com

cc: Stephen Sanborn, Act 46 Study Committee Consultant
Donna Russo-Savage, Vermont Agency of Education