

## WITHDRAWAL AGREEMENT

THIS AGREEMENT entered into pursuant to 16 V.S.A. 724(c) by and between RIPTON SCHOOL DISTRICT ("Ripton") and ADDISON CENTRAL SCHOOL DISTRICT ("Addison Central"):

WHEREAS, Ripton is a member of Addison Central, a unified union school district under 16 V.S.A. §722, and whose establishment and existence have been certified in accordance with 16 V.S.A. 706g; and

WHEREAS, at a special meeting duly called, noticed and held on January 12, 2021, pursuant to 16 V.S.A. 724(a) and (b) the voters of the Town of Ripton voted to withdraw from the Addison Central School District; and

WHEREAS, on January 13, 2021, pursuant to 16 V.S.A. 724(b), the Ripton Town Clerk certified the foregoing vote to the Vermont Secretary of State and provided notice of the vote to the other towns in Addison Central; and

WHEREAS, on March 2, 2021, each of the remaining towns in Addison Central voted in the affirmative to approve the withdrawal of Ripton from Addison Central; and

WHEREAS, pursuant to 16 V.S.A. §724(c) the Addison Central School District Clerk notified the Secretary of Education on March 8, 2021, of the affirmative vote by the remaining towns approving Ripton's withdrawal; and

WHEREAS, pursuant to 16 V.S.A. §724(c) on May 19, 2021, the State Board of Education ordered the conditional termination of Ripton's membership in Addison Central, and the reconstitution of the Ripton School District effective July 1, 2022; and

WHEREAS, the Order of the State Board of Education is conditional upon Ripton and Addison Central reaching an agreement regarding Ripton's financial obligations to Addison Central in an amount and/or terms satisfactory to the electorate of each of the other towns within Addison Central pursuant to the provisions of 16 V.S.A. §724(c); and

WHEREAS, the State Board of Education Order authorized the Ripton School District to elect Board Members and to prepare for the transition to a fully operating school district on July 1, 2022 and engage in activities identified in its Order, including a financial agreement with Addison Central; and

WHEREAS, the voters of the Ripton School District elected School Board Directors at a special meeting duly called, noticed and held on June 30, 2021; and

WHEREAS, by this Agreement Ripton and Addison Central seek to memorialize their understanding with respect to the satisfaction of such mutual financial obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, and in consideration of the mutual covenants, representations and agreements set forth herein, Ripton and Addison Central agree as follows:

1. On or before June 30, 2022, or at such other date as may be determined by the State Board of Education, Ripton shall relinquish, release and abandon all of its right, title, claim and interest, be it legal, beneficial or equitable, in all tangible and intangible assets, property, claims, entitlements and credits now or hereafter owned or acquired by Addison Central and its forming school districts.
2. On or about June 30, 2022, Addison Central shall convey to Ripton for the sum of One Dollar (\$1.00) such real property, including land, buildings, and contents, subject to deed restrictions and encumbrances, that it acquired from Ripton on or about June 30, 2017, under the provisions of the Article 7 of Addison Central's Articles of Agreement.
3. Ripton agrees to take all necessary legal measures and actions, including the payment of any fees and related costs, for it to assume sole legal and financial responsibility, effective and arising after, July 1, 2022, for the bonded indebtedness it incurred through the Vermont Municipal Bond Bank, VMBB Bond Series 2013 S1 with an original principal of \$235,000 and a maturity date of November 1, 2033, said indebtedness having been assumed by Addison Central effective July 1, 2017, pursuant to the Addison Central Articles of Agreement. Recognizing the necessity for one of the school districts to specifically budget for the bond payments for fiscal year 2023, Ripton agrees to provide Addison Central regular updates on the status of its efforts to assume the bond. Ripton shall notify Addison Central, in writing, no later than November 15, 2021, whether it has or will be successful in satisfying assuming the bond.
4. In the event that the Vermont Municipal Bond Bank and or the bondholder does not consent to Ripton's assumption of VMBB Bond Series 2013 S1, or Ripton, through no fault of its own, is unable to effect assumption of the bonded indebtedness from Addison Central, Ripton agrees that it shall assume full financial responsibility for the semiannual payments, including principal and interest, to the Vermont Municipal Bond Bank and, to the fullest extent permitted by law unconditionally and irrevocably pledges the full faith and credit of the Ripton School District for the payment of the same in accordance with the terms thereof. Ripton further agrees to pay all late charges, penalties, interest costs, reasonable attorneys costs, any other fees or charges of any type or description, and any and all court costs. The obligation to make such payments shall be subject to specific enforcement and, to the extent permitted by federal law, Ripton agrees not to attempt to abrogate its obligations hereunder through any utilization of the United States Bankruptcy Code.

5. The parties agree to the following resolution regarding a photocopier/printer located at the Ripton Elementary School which is part of a master lease agreement between Addison Central and Canon Inc: At the option of Addison Central, Ripton agrees to either 1) make a payment on or before July 1, 2022, to "buy out" its prorated portion of the lease agreement with Canon Inc. for the above referenced photocopier whereupon its obligation to Addison Central or Canon under this provision would be at an end; or 2) enter into a separate agreement with Addison Central prior to January 1, 2022, to make quarterly payments to Addison Central for Ripton's prorated share of the Canon Inc. lease, including the cost of any maintenance agreement or related costs or, with Ripton's consent, cancel the lease. Prior to making an election under this section, Addison Central agrees to meet and confer with Ripton regarding such options. Addison Central shall notify Ripton in writing of the option ACSD has selected no later than November 1, 2021.
6. As between Ripton and Addison Central, on and after the date established in Section 1, as determined by the State Board of Education, Ripton shall be exonerated, released discharged, indemnified and held harmless from any liability from any and all Addison Central liabilities, including debt service payments on all Addison Central general obligations outstanding as of such date.
7. In the event any Addison Central member town does not vote to approve this Agreement as provided in 16 V.S.A. §724(c) or the State Board of Education does not finally approve Ripton's withdrawal from Addison Central and the reconstitution of the Ripton School District for any reason, this Agreement shall be null and void.
8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and assigns.
9. This Agreement shall not be construed or implemented so as to impair or alter the rights of any person possessing a legal or beneficial interest in any Addison Central obligation.
10. Ripton and Addison Central acknowledge not all financial issues relating to Ripton's withdrawal from ACSD may have been covered or fully appreciated in this Agreement. Consequently, Ripton and Addison Central agree that in such event they will work in good faith to fairly allocate the pertinent right or obligation between them regarding such issues.

IN WITNESS WHEREOF, Ripton School District has caused this agreement to be signed this 13<sup>th</sup> day of August, 2021 by Steven Cash, Chair of its Board of School Directors, duly authorized at a meeting held on August 4, 2021 and Addison Central School District has caused this agreement to be signed this 16<sup>th</sup> day of August, 2021 by Mary Cullinane, Chair of its Board of School Directors, duly authorized at a meeting held on August 9, 2021.

RIPTON SCHOOL DISTRICT

**By** \_\_\_\_\_  
Chair, Board of School Directors

Attest: Dickinson  
Board Clerk 7

ADDISON CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_  
Chair, Board of School Directors

Attest:   
Board Clerk  
