

ARTICLES OF AGREEMENT

Orleans Central Unified Union School District

Preamble

These Articles have been developed as part of a collaborative effort by school board directors and community members from the towns of Albany, Barton, Brownington, Glover, Irasburg, Westmore, and the Village of Orleans. These communities comprise the newly formed District. These Articles are structured with a framework that reflects our shared beliefs about an equitable, high-quality education for all children while maintaining the strengths, identity, and voice of each individual community.

- To provide the best quality education for all children;
- To ensure that resources are used efficiently and responsibly for the education of all students;
- To recognize the importance of our schools to the communities they serve while creating flexibility to respond to changing enrollment, educational needs, and facility conditions;
- To agree that teachers and staff are most effective when working together toward a common vision;
- To ensure that governance of education is accessible and understandable to taxpayers; and
- To ensure transparency at all levels for students, staff, families, communities, and taxpayers.

Article 1: Forming Districts

The school districts serving Albany, Barton, Brownington, Glover, Irasburg, Westmore, and the Village of Orleans are proposed as the forming districts for Orleans Central. These include the Lake Region Union Elementary and Middle School District and the Lake Region Union High School District, which currently form the Orleans Central Supervisory Union.

Article 2: Grades

Orleans Central will provide pre-kindergarten through grade twelve education to students of the District in accordance with Vermont law, District and Education Quality Standards, and any lawful tuitioning or school-choice arrangements specifically preserved in the Articles.

Article 3: Employee Contracts, Recognition, and Collective Bargaining

The Orleans Central Board shall comply with applicable Vermont law regarding recognition of employee representatives, collective bargaining, and succession to existing bargaining obligations. The District shall honor individual employment contracts and collective bargaining agreements of the forming districts as required by law until their expiration, replacement, or lawful modification.

Article 4: School Construction, Facilities, and Closure of School Buildings

A. Transfer and Operation of School Facilities

Orleans Central shall assume responsibility for and operate the school facilities transferred to the District on the effective date of full educational operations, July 1, 2027. Orleans Central recognizes the long-term financial investments and community relationships associated with each school facility and shall encourage appropriate use of school buildings by students and communities consistent with District policies and procedures.

The formation of Orleans Central shall not, by itself, predetermine the construction, closure, consolidation, or long-term configuration of any school facility. Decisions regarding renovation, new construction, consolidation, repurposing, or closure shall be made through the processes established in these Articles, applicable Vermont law, the District's long-term facilities plan, enrollment and educational needs, fiscal analysis, and opportunities for State construction aid.

SCHOOL CONFIGURATION, CLOSURE, AND DISPOSITION OF SCHOOL PROPERTY

A. Authority of the District

Subject to applicable State and federal law and these Articles of Agreement, the Board of School Directors of the District ("District Board") shall have authority and responsibility for determining the educational configuration of the District, including the grades operated at each school, student attendance areas, the location and consolidation of educational programs, and the continued operation or closure of District school buildings.

B. School Reconfiguration or Closure

The District Board may determine that a school building should be reconfigured, consolidated with another District school or schools, cease operating one or more grades, or be closed when the Board determines that such action is in the educational and operational interests of the District and its students.

In making such a determination, the District Board may consider, among other relevant circumstances:

1. current and projected student enrollment, including a material or sustained decline in enrollment;
2. the educational opportunities available to students and the District's ability to provide equitable and high-quality educational programming;
3. staffing, programmatic, and operational sustainability;
4. the condition, capacity, utilization, and anticipated capital needs of District facilities;
5. transportation and geographic considerations;
6. the fiscal effect of continued operation, reconfiguration, consolidation, or closure;
7. opportunities created by Districtwide reconfiguration of grades, programs, attendance areas, or educational services; and
8. such other educational, operational, demographic, financial, or facilities considerations as the District Board determines relevant.

No single factor shall be determinative, and nothing in this Article shall require the District Board to maintain a particular school, grade configuration, attendance area, or educational program when the Board determines that a different configuration better serves the District's educational and operational needs.

Any decision under this section shall be made in accordance with applicable Vermont law and any procedural requirements then in effect.

C. Disposition of Property Following Closure or Reconfiguration

If, following a school closure, consolidation, reconfiguration, or other change in District operations, the District Board determines that real property owned by the District is no longer required for the direct delivery of education or another District purpose, the District may dispose of the property in accordance with Vermont law and these Articles.

Before offering such property for sale to another person or entity, the District shall provide the town in which the property is located an opportunity to negotiate with the District for acquisition of the property.

The District Board and the town's legislative body may negotiate a mutually acceptable purchase price and other terms and conditions of conveyance. The agreed purchase price may be less than fair market value to the extent permitted by 16 V.S.A. § 718 or any successor provision of law.

Any conveyance for less than fair market value shall comply with all requirements of applicable Vermont law, including, as applicable:

1. conveyance subject to encumbrances of record;
2. assumption or payment of outstanding bonds, notes, or other obligations associated with the property;
3. repayment of school construction aid, grants, or other amounts required by law;
4. requirements concerning continued ownership and use of the property for community and public purposes; and
5. reimbursement or compensation to the District for capital improvements or renovations when required by law.

The District Board and the town may include additional mutually agreed terms in the conveyance documents, provided that such terms are consistent with applicable law.

D. Failure to Reach Agreement with Town

If the town declines to acquire the property, fails to accept the District's offer within a reasonable period established by the District Board, or the District and town are unable to reach agreement concerning the purchase price or other material terms of conveyance, the District Board may thereafter retain, lease, sell, transfer, or otherwise dispose of the property as permitted by Vermont law.

E. Preservation of Board Authority

Nothing in this Article shall be construed to require the continued operation of a school solely because the building was formerly owned by a particular town or school district, nor shall anything in this Article be construed to prevent the District Board from reorganizing educational programs or facilities in response to declining enrollment, changing educational needs, fiscal conditions, facility needs, or a Districtwide school reconfiguration.

Nothing in this Article shall authorize an action prohibited by Vermont law or eliminate any approval, notice, hearing, voting, contractual, or other requirement imposed by law that is applicable at the time the District takes such action.

F. Controlling Law

This Article shall be interpreted consistently with Title 16 of the Vermont Statutes Annotated, including 16 V.S.A. chapter 11 and § 718, and other applicable State and federal law. If any provision of this Article conflicts with a subsequently enacted provision of law, the controlling law shall govern, and the remaining provisions of this Article shall remain in effect to the fullest extent permitted by law.

Article 5: Transportation

The Orleans Central Board shall determine, in accordance with State and federal law, the transportation services to be provided to students in the District. Transportation planning shall consider student safety, travel time, access to programs, school configuration, and efficient use of District resources.

Article 6: Standardization of Curricula

The forming districts recognize the benefits of a coherent District-wide curriculum and instructional system. Orleans Central shall establish and maintain curriculum, assessment, instructional expectations, and educational programming consistent with the best-researched practices, Vermont law, and State educational quality requirements, while allowing appropriate school-level responsiveness within the District's common educational framework.

Article 7: Special Funds and Indebtedness

A. Capital Debt

The District shall assume the capital debt of the forming districts as required by the approved merger plan and applicable Vermont law, including the outstanding principal and interest as of the effective transfer date. The final Articles shall identify the treatment of any debt that is to remain attributable to a particular forming district, if applicable.

B. Operating Fund Surpluses, Deficits, and Reserve Funds

The District shall assume operating surpluses, deficits, and fund balances of the forming districts as provided in the final merger plan and Vermont law. Reserve funds shall be transferred to the District and used for their established purposes unless otherwise lawfully determined.

C. Restricted Funds

The forming districts shall transfer to the District pre-existing specific endowments, trusts, student activity accounts, scholarship funds, and other restricted accounts as legally permitted. Funds subject to donor restrictions or specified conditions shall continue to be used in accordance with those restrictions.

Article 8: Real and Personal Property

A. Transfer of Property to the District

Each forming district that joins Orleans Central shall convey to the District, subject to encumbrances of record and on terms approved in the final merger plan, its

school-related real and personal property, including land, buildings, equipment, and contents.

B. Subsequent Disposition of Real Property

If the Orleans Central Board later determines that District-owned real property is no longer required for the direct delivery of educational programs or other District purposes, disposition of that property shall occur in accordance with Vermont law and any town right-of-first-refusal or other conditions established in the Articles. The purchase price or formula, treatment of outstanding debt, State construction-aid repayment obligations, and treatment of District-funded capital improvements will be specified in the purchase and sale agreement for such property in consultation with the Board.

C. Condition, Community Use, and Subsequent Disposition

1. Continued Community Use

Orleans Central recognizes the long-term financial investment and community relationship that each community has with its school property. While the District owns and uses a school property for educational or other District purposes, the District shall encourage reasonable community and public use of the property in accordance with District policies, procedures, operational needs, security requirements, and applicable law.

2. Determination That Property Is No Longer Required

After complying with the school-closure requirements in Article 4, the Orleans Central Board may determine that particular District-owned real property, including land and buildings, is no longer required for the direct delivery of education in at least one grade or for another purpose related to the operation of the District.

Before disposing of the property, the Board shall complete all applicable statutory and contractual prerequisites and shall review the property's deed and chain of title; encumbrances and restrictions of record; outstanding bonds, notes, and other indebtedness; State or federal construction aid, grants, or repayment obligations; environmental conditions and liabilities; the source from which the District acquired the property; District-funded capital improvements and renovations; and any rights preserved in the voter-approved articles of agreement of a Forming District.

3. Property Eligible for Conveyance to the Municipality

To the extent authorized by 16 V.S.A. § 718, these Articles, the property's title documents, and other applicable law, property conveyed to Orleans Central by a Forming District and determined to be no longer required for District purposes shall first be offered to the municipality in which the property is located.

Where a below-fair-market-value transfer is legally authorized, the District shall offer the property to the municipality for the sum of One Dollar, subject to all encumbrances and restrictions of record; the assumption or payment of all outstanding bonds and notes associated with the property; the repayment of any State or federal school-construction aid, grants, or other financial assistance required by law; any environmental remediation, permitting, subdivision, survey, closing, or related costs assigned to the municipality under the purchase-and-sale agreement; and any other conditions required by these Articles or applicable law.

The offer shall not constitute an automatic reversion of title. The District shall retain ownership and responsibility for the property unless and until the municipality lawfully accepts the offer and the parties complete a written purchase-and-sale agreement and conveyance.

4. Community and Public Use Requirement

Any conveyance to a municipality for less than fair market value shall be conditioned upon the municipality owning and using the property for community and public purposes for a minimum of five years following the conveyance. The deed or other instrument of conveyance shall contain the restrictions, obligations, and enforcement provisions necessary to carry out this requirement.

5. District-Funded Improvements

If the municipality sells or otherwise conveys the property before completing five years of ownership and community or public use, the municipality shall compensate Orleans Central for all capital improvements and renovations initiated or financed by the District after July 1, 2027, and before the conveyance of the property to the municipality, as required by 16 V.S.A. § 718.

Nothing in this subsection shall prevent the District and municipality from agreeing, to the extent permitted by law, to additional compensation for District-funded capital improvements as part of the original conveyance.

6. Property Conveyed by an Existing Union School District

If property was conveyed to Orleans Central by a Forming District that was already a union school district, including the Lake Region Union Elementary and Middle School District or the Lake Region Union High School District, the disposition of that property shall be governed by the voter-approved articles of agreement of the conveying union school district; the deeds, grants, agreements, and restrictions applicable to the property; any rights lawfully preserved for one or more municipalities; and applicable Vermont law.

No municipality shall have a right to acquire property conveyed by a pre-existing union school district unless that right is expressly established or preserved by applicable law, the prior district's voter-approved articles, a recorded instrument, or these Articles.

7. Municipality Declines the Offer

If the municipality declines the offer, fails to obtain any legally required voter approval, or does not complete the acquisition within the time established in the written offer, the District may retain, lease, repurpose, or sell the property pursuant to Vermont law and upon terms and conditions established by the Orleans Central Board. Any subsequent sale shall remain subject to applicable debt, grant, deed, environmental, procurement, and voter-approval requirements.

8. Legal Review Before Disposition

Before offering, transferring, leasing, or selling any real property, Orleans Central shall obtain legal review of the proposed transaction. The review shall address the property's title, source of ownership, prior articles of agreement, encumbrances, indebtedness, construction-aid and grant obligations, environmental conditions, municipal rights, District-funded improvements, and all required approvals.

Article 9: Board of School Directors

A. Composition and Modified At-Large Representation

The Orleans Central Board of School Directors shall consist of fourteen (14) members. Two seats shall be allocated to each of the following communities: Albany, Barton, Brownington, Glover, Irasburg, Westmore, and the Village of Orleans.

The allocation of Board seats among the District's communities is not based on, and is not intended to be closely proportional to, each community's relative population. Accordingly, Board members shall be nominated and elected pursuant to the modified at-large model authorized by Vermont law.

Each candidate shall be a current voter and resident of the community to which the seat is allocated. Every qualified voter of the Orleans Central Unified Union School District shall be entitled to vote for candidates for every seat appearing on the District ballot, regardless of the community to which the seat is allocated. Each Board member shall exercise one vote. There shall be no weighted voting.

B. Constitutional and Statutory Construction

This method of representation is intended to comply with the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and applicable Vermont law. Although eligibility for a particular seat is based on residence within the community to which the seat is allocated, each director shall be elected by the electorate of the entire District and shall represent and owe fiduciary duties to the District as a whole.

The modified at-large model shall be administered in accordance with 16 V.S.A. chapter 11, including §§ 708, 711, 729, 730, and 731, as amended, and all other applicable law.

C. Continuing Review

If a court of competent jurisdiction, the Vermont General Assembly, or another governmental authority with jurisdiction determines that this method of representation does not comply with applicable constitutional or statutory requirements, the District shall revise the method of representation through the legally required process. Any revision shall preserve meaningful representation for the District's communities to the greatest extent permitted by law.

Article 10: Nomination, Election, Eligibility, Vacancies, and Terms

A. Nomination and Election

Candidates for the initial Board shall be nominated and elected in accordance with 16 V.S.A. § 711 and the procedures applicable to the modified at-large model. Following the initial election, candidates shall be nominated and elected in accordance with 16 V.S.A. § 730 and other applicable provisions of Vermont election law.

The ballot shall identify the community to which each seat is allocated, the term associated with the seat, and the candidates seeking election to that seat. All candidates shall satisfy the residency, voter-registration, petition, consent, and filing requirements established by Vermont law.

B. Candidate Residency

A candidate for a seat allocated to a particular community shall be a current registered voter and resident of that community at the time of nomination and election and shall maintain that eligibility throughout the candidate's term of office, except as otherwise provided by law.

C. Absence of a Candidate and Vacancies

If no eligible candidate files for a seat allocated to a community, the seat shall remain unfilled following the election and shall be treated as a vacancy. The vacancy shall be filled pursuant to 16 V.S.A. § 731 and other applicable law.

For a seat allocated under the modified at-large model, the District Clerk shall notify the appropriate selectboard or other legally recognized municipal governing body within five days after learning of the vacancy. Within 30 days after notice, and following consultation with that governing body, the Orleans Central Board shall appoint an eligible resident of the community to which the seat is allocated. The appointed member shall serve until the voters elect a successor at an annual or special meeting, as provided by law.

If no eligible resident of the community is willing to accept appointment, the seat shall remain vacant until it can be filled in accordance with Vermont law.

D. Regular Terms

After the expiration of the initial staggered terms, each Board member shall be elected to a three-year term and shall serve until a successor is elected and has taken the oath of office, as provided by law.

E. Initial Staggered Terms

The initial Board terms shall be staggered so that five seats expire in the first cycle, five seats expire in the second cycle, and four seats expire in the third cycle. This allocation is intended to approximate as closely as possible the statutory requirement that one-third of the initial terms expire in each annual election cycle.

For purposes of these Articles, the initial terms are described as one-year, two-year, and three-year terms. The exact expiration of each term shall be tied to the applicable annual meetings in accordance with 16 V.S.A. § 708 and confirmed before the final Articles are presented to the voters.

Community	Seat 1 Initial Term	Seat 2 Initial Term
Albany	One year	Two years
Barton	One year	Three years
Brownington	One year	Two years
Glover	One year	Three years
Irasburg	One year	Two years
Westmore	Two years	Three years
Village of Orleans	Two years	Three years

The initial allocation consists of five one-year terms, five two-year terms, and four three-year terms. The first “one year” term will be from the dates of the votes in November 2026 and March 2028.

Article 11: Vote to Establish the District and Election of School Directors

The proposal to form Orleans Central shall be presented to the voters of each participating district on November 3, 2026, on an exact date established and warned in accordance with Vermont law. Candidates for the initial Orleans Central Board shall be elected as required by law. Nomination, petition, filing, ballot, and election procedures shall conform to the statutes in effect at the time of the vote.

Article 12: Establishment of District and Operating Authority

Upon approval by the required electorates and completion of all statutory requirements, Orleans Central shall have the authority necessary to prepare for full educational operations. During the transition period, the new Board may develop District policies, adopt curriculum and educational programs, establish assessment and reporting procedures, negotiate contractual agreements, prepare the school calendar, develop

and present the first District budget, prepare for the District annual meeting, and transact other lawful business necessary for implementation. The exercise of this authority shall not unlawfully limit the authority or responsibilities of the existing districts before the date on which Orleans Central assumes full educational operations.

The anticipated organizational meeting will be in November 2026 after the election; the first District budget is anticipated to take effect July 1, 2027, for fiscal year 2028; and the District shall commence full educational operations on July 1, 2027.

Article 13: Annual Budget and Australian Ballot Voting

The Orleans Central Board of School Directors shall propose annual budgets in accordance with Vermont law. The annual budget vote, election of Board members, and other public questions shall be conducted by Australian ballot to the extent required or authorized by law and the final Articles. Ballots shall be administered and commingled as provided by law.

Article 14: Formation and Dissolution of Forming Districts

On the date Orleans Central becomes fully operational and assumes responsibility for educational services, the forming school districts shall cease educational operations and shall remain in existence only for the limited purpose of completing outstanding business not transferred to Orleans Central, to the extent required by Vermont law. Such business shall be completed as soon as practicable.

Article 15: Attendance and Enrollment

For at least the first year of full educational operations, students shall continue to attend schools according to the attendance areas and grade configurations in effect immediately before Orleans Central assumes operations, except where individual student circumstances, program needs, capacity, safety, or parental agreement support another placement consistent with law and Board policy.

After an initial transition period of two years, the Orleans Central Board may adjust attendance boundaries, grade configurations, and student assignments through a duly adopted policy, following meaningful opportunities for family and community participation and input. Nothing in this Article shall prevent the Board from responding to urgent facility, safety, enrollment, or educational needs.

Article 16: Local Input on Policy, Budget, and Facilities

The Orleans Central Board of School Directors shall provide meaningful opportunities for local input on policy, budget development, facilities planning, and other significant District decisions. The Board shall establish structures that support and encourage public participation across all communities of the District.

Article 17: Subsequent Admission

A school district that does not initially join Orleans Central, or another school district seeking admission at a later date, may be admitted to the District in accordance with Vermont law and on terms approved through the legally required process. The final Articles shall specify any transition period or special admission provisions the Study Committee intends to make available.