



Planning Committee Report

The Plan

February 2011

Authorization to engage in this RED Planning Committee process was voted in the affirmative by the following boards of directors on the following dates:

Bolton Board of Directors, on June 2, 2010;
Huntington Board of Directors, on June 8, 2010;
Jericho Board of Directors, on June 9, 2010;
Richmond Board of Directors, on May 19, 2010;
Underhill Town Board of Directors, on June 1, 2010;
Underhill ID Board of Directors, on May 24, 2010;
Mt. Mansfield Union Board of Directors, on May 27, 2010

The Commissioner of Education was advised of the formation of this RED Study Committee, pursuant to Title [16 V.S.A. § 706b](#), by letter dated July 13, 2010, and in that letter, Dr. Robert Letovsky was identified as chairperson of the RED Planning Committee.

Recommended [Articles of Agreement](#), pursuant to the requirements of [Title 16, Chapter 11, Subchapter 3](#), as are set forth herein below, were agreed upon by the Planning Committee at its duly warned meeting of January 6, 2011.

The Following Districts Are Deemed Necessary for the Establishment of the Proposed RED

Bolton School District

2010-11	ADM (PK-4)	79.15
	Per Pupil Spending	\$15,298
	Student-to-Teacher Ratio--FY'10	16.92
	Student-to-Adult Student Ratio--FY'10	8.71
	Teacher-to-Administrator Ratio--FY'10	5.20
	Student-to Administrator Ratio--FY'10	88.00
2009-10	ADM (PK-4)	84.65
	Per Pupil Spending	\$13,948.76
	Student-to-Teacher Ratio--FY'09	14.39
	Student-to-Adult Student Ratio--FY'09	8.12
	Teacher-to-Administrator Ratio--FY'09	5.70
	Student-to Administrator Ratio--FY'09	82.00
2008-09	ADM (PK-4)	82.00
	Per Pupil Spending	\$13,145.42
	Student-to-Teacher Ratio--FY'08	14.35
	Student-to-Adult Student Ratio--FY'08	8.78
	Teacher-to-Administrator Ratio--FY'08	6.20
	Student-to Administrator Ratio--FY'08	89.00
District Population (Latest Decennial census)		1,249

Huntington School District

2010-11	ADM (PK-4)	139.00
	Per Pupil Spending	\$12,588
	Student-to-Teacher Ratio--FY'10	16.27
	Student-to-Adult Student Ratio--FY'10	9.06
	Teacher-to-Administrator Ratio--FY'10	8.30
	Student-to Administrator Ratio--FY'10	135.00
2009-10	ADM (PK-4)	134.00
	Per Pupil Spending	\$12,813.70
	Student-to-Teacher Ratio--FY'09	17.28
	Student-to-Adult Student Ratio--FY'09	9.40
	Teacher-to-Administrator Ratio--FY'09	8.10
	Student-to Administrator Ratio--FY'09	140.00
2008-09	ADM (PK-4)	138.00
	Per Pupil Spending	\$13,051.53
	Student-to-Teacher Ratio--FY'08	16.25
	Student-to-Adult Student Ratio--FY'08	9.55
	Teacher-to-Administrator Ratio--FY'08	8.00
	Student-to Administrator Ratio--FY'08	130.00
District Population (Latest Decennial census)		1,823

Jericho School District

2010-11	ADM (PK-4)	245.31
	Per Pupil Spending	\$13,224
	Student-to-Teacher Ratio--FY'10	13.82
	Student-to-Adult Student Ratio--FY'10	7.09
	Teacher-to-Administrator Ratio--FY'10	17.80
	Student-to Administrator Ratio--FY'10	246.00
2009-10	ADM (PK-4)	252.03
	Per Pupil Spending	\$12,894.41
	Student-to-Teacher Ratio--FY'09	14.89
	Student-to-Adult Student Ratio--FY'09	8.07
	Teacher-to-Administrator Ratio--FY'09	18.80
	Student-to Administrator Ratio--FY'09	280.00
2008-09	ADM (PK-4)	265.49
	Per Pupil Spending	\$12,227.25
	Student-to-Teacher Ratio--FY'08	14.79
	Student-to-Adult Student Ratio--FY'08	7.89
	Teacher-to-Administrator Ratio--FY'08	18.80
	Student-to-Administrator Ratio--FY'08	278.00
District Population (Latest Decennial census)		5,015

Richmond School District

2010-11	ADM (PK-4)	313.23
	Per Pupil Spending	\$11,218
	Student-to-Teacher Ratio--FY'10	15.83
	Student-to-Adult Student Ratio--FY'10	9.04
	Teacher-to-Administrator Ratio--FY'10	19.20
	Student-to Administrator Ratio--FY'10	304.00
2009-10	ADM (PK-4)	301.00
	Per Pupil Spending	\$11,646.46
	Student-to-Teacher Ratio--FY'09	15.78
	Student-to-Adult Student Ratio--FY'09	9.01
	Teacher-to-Administrator Ratio--FY'09	19.20
	Student-to Administrator Ratio--FY'09	303.00
2008-09	ADM (PK-4)	299.70
	Per Pupil Spending	\$11,235.82
	Student-to-Teacher Ratio--FY'08	15.47
	Student-to-Adult Student Ratio--FY'08	9.07
	Teacher-to-Administrator Ratio--FY'08	19.20
	Student-to-Administrator Ratio--FY'08	297.00
District Population (Latest Decennial census)		4,090

Underhill ID School District

2010-11	ADM (K-4)	118.15
	Per Pupil Spending	\$12,769
	Student-to-Teacher Ratio--FY'10	13.75
	Student-to-Adult Student Ratio--FY'10	7.76
	Teacher-to-Administrator Ratio--FY'10	8.00
	Student-to Administrator Ratio--FY'10	110.00
2009-10	ADM (K-4)	108.00
	Per Pupil Spending	\$13,106.05
	Student-to-Teacher Ratio--FY'09	14.31
	Student-to-Adult Student Ratio--FY'09	7.27
	Teacher-to-Administrator Ratio--FY'09	7.20
	Student-to Administrator Ratio--FY'09	103.00
2008-09	ADM (K-4)	103.05
	Per Pupil Spending	\$12,265.99
	Student-to-Teacher Ratio--FY'08	15.24
	Student-to-Adult Student Ratio--FY'08	7.48
	Teacher-to-Administrator Ratio--FY'08	6.30
	Student-to Administrator Ratio--FY'08	96.00
District Population (Latest Decennial census)		1,405

Underhill Town School District

2010-11	ADM (PK-4)	169.45
	Per Pupil Spending	\$12,751
	Student-to-Teacher Ratio--FY'10	21.40
	Student-to-Adult Student Ratio--FY'10	10.71
	Teacher-to-Administrator Ratio--FY'10	8.60
	Student-to Administrator Ratio--FY'10	184.00
2009-10	ADM (PK-4)	166.73
	Per Pupil Spending	\$12,598.09
	Student-to-Teacher Ratio--FY'09	15.22
	Student-to-Adult Student Ratio--FY'09	7.97
	Teacher-to-Administrator Ratio--FY'09	9.00
	Student-to Administrator Ratio--FY'09	137.00
2008-09	ADM (PK-4)	144.80
	Per Pupil Spending	\$12,206.01
	Student-to-Teacher Ratio--FY'08	14.89
	Student-to-Adult Student Ratio--FY'08	7.47
	Teacher-to-Administrator Ratio--FY'08	9.00
	Student-to Administrator Ratio--FY'08	134.00
District Population (Latest Decennial Census)		3,006

Mt. Mansfield Union School District #17

2010-11	ADM (Grades 5-12)	1,722.98
	Per Pupil Spending	\$12,065
	Student-to-Teacher Ratio--FY'10	14.65
	Student-to-Adult Student Ratio--FY'10	9.11
	Teacher-to-Administrator Ratio--FY'10	17.33
	Student-to Administrator Ratio--FY'10	253.86
2009-10	ADM (Grades 5-12)	1,746.95
	Per Pupil Spending	\$11,850.77
	Student-to-Teacher Ratio--FY'09	14.58
	Student-to-Adult Student Ratio--FY'09	9.07
	Teacher-to-Administrator Ratio--FY'09	17.34
	Student-to Administrator Ratio--FY'09	252.86
2008-09	ADM (Grades 5-12)	1,746.10
	Per Pupil Spending	\$11,240.57
	Student-to-Teacher Ratio--FY'08	14.93
	Student-to-Adult Student Ratio--FY'08	9.33
	Teacher-to-Administrator Ratio--FY'08	17.46
	Student-to Administrator Ratio--FY'08	260.57
District Population (Latest Decennial census)		16,588

* Information will be reported in the 2010-11 Comparative School Data for Cost-Effectiveness Report scheduled to be released in the Spring 2011.

** Pupil ratios from the VT DOE – Comparative School Data for Cost-Effectiveness Report (2008-09, 2009-10).

***Population information from 2008-09 Vermont Year Book.

The Following Districts Are Deemed Advisable for the Establishment of the Proposed RED

All current school districts in the Chittenden East Supervisory Union are essential to this merger. There are NO ADVISABLE DISTRICTS.

Planning Committee Membership

Robert Letovsky, Ph.D. Chairperson, Board Member UID
Jon Milazzo, Board Member Richmond
Andrew Rosacker, Board Member Underhill Center
Wayne Segear, Board Member Jericho
Ken Remsen, Clerk, Board Member MMUSD
Phil Graf, Community Member Bolton
David Thomas, Community Member Richmond
Paula Gervia, Board Member Bolton
Breck Knauft, Board Member Huntington
Edye Graning, Community Member Jericho
Joe O'Brien, Underhill ID Community Member
Carol Shallow, Community Member Richmond MMUSD
David Clark, Community Member Huntington
Susan Belton, Community Member Underhill Town
John Alberghini, Superintendent of Schools, Chittenden East SU

Articles of Agreement

The Planning Committee recommends that the following Articles of Agreement be approved by the electorates of each of the named school districts in order to create a RED to be named Chittenden East Regional Education District.

Article 1

The School Districts of Bolton, Huntington, Jericho, Richmond, Underhill Town, Underhill ID and Mt. Mansfield Union, (hereinafter referred to as the “forming districts”) are necessary to the establishment of the Chittenden East RED.

Article 2

The member school districts of the Chittenden East RED have worked increasingly over the past several years to consolidate management and educational services, master employee contracts and to otherwise bring about effective and efficient operating procedures and practices. Through this process, both formal and informal agreements, management systems and operating procedures have evolved between and among these member school districts, laying a foundation for the creation of the Chittenden East Regional School District.

Article 3

The Chittenden East RED will offer education to students in Kindergarten through Grade 12, and will offer Pre-K education as determined by the Chittenden East RED Board.

Article 4

Beginning July 1, 2012, the RED will be responsible for providing, or contracting for, any transportation which is to be provided to publicly-funded students attending public schools within the boundaries of the RED, in accordance with transportation policies to be adopted by the RED Board.

Article 5

The RED will honor all pre-existing master and individual contracts that are in place for the forming school districts on July 1, 2012. These master and individual agreements will continue until their respective specified termination dates.

Article 6

The forming districts of the RED recognize their obligations, pursuant to Act 153 of 2010, Section 9, to standardize curricula, and to otherwise standardize their operations within existing Supervisory Unions boundaries, on or before July 1, 2012.

Article 7

Any and all operating deficits and/or surpluses of any of the combining/forming districts shall become the property, and/or the obligation, of the RED effective on the date of the creation of the RED.

Article 8

The forming districts will convey to the RED all of their school-related real and personal property, for One Dollar, and the RED will assume all capital debt associated therewith, effective on the date of the creation of the RED.

In the event that, and at such subsequent time as, the RED determines that any of the real property, including land and buildings, conveyed to it by one or more of the following forming districts: Bolton – Smilie Memorial Elementary School, Huntington – Brewster Pierce Elementary School, Jericho – Jericho Elementary School, Richmond – Richmond Elementary, Underhill – Underhill Central School; is or are unnecessary to the continued operation of the RED, and its educational programs, the RED shall convey such real property, for the sum of One Dollar, and subject to all encumbrances of record, to the 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 RED for all capital improvements and renovations completed after the formation of the RED and before the sale to the town. In the event a town elects not to acquire ownership of such real property, the RED shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the RED Board of School Directors.

In the event that, and at such subsequent time as, the RED determines that any of the real property, including land and building, conveyed to it by the Underhill Independent School District, is or are unnecessary to the continued operation of the RED, and its educational programs, the RED shall sell the real property. The net proceeds (sale price less expenses, discharge of all associated debt, etc.) from the sale of such property, shall be placed in a reserve fund for the sole purpose of reducing the school tax rate in the former Underhill Independent School District.

In the event that, and at such subsequent time as, the RED determines that any of the real property, including land and buildings, conveyed to it by the Mount Mansfield Union School District is or are unnecessary to the continued operation of the RED, and its educational programs, the RED shall, pursuant to Vermont statutes, sell the property upon such terms and conditions as established by the RED Board of School Directors.

Article 9

A forming town/district's representation on the RED Board will be closely proportional to the fraction that its population bears to the aggregate population of the RED. Initial RED Board composition will be based upon the year 2010 Federal Census, and shall be recalculated promptly following the release of each subsequent decennial census. However, at no time will a combining/forming town/district have less than one board member on the RED Board. Subject to the previous sentence, each proportionality calculation shall be rounded to the nearest whole number.

Number of School Board Members by Town/City

Town/City	Board Members	Population of Town
Bolton	1	1,249
Huntington	2	1,823
Jericho	4	5,015
Richmond	4	4,090
Underhill	3	3,006
Underhill ID	1	1,405
Total	15	16,588

Article 10 RED Board Members will be elected for three-year terms, except for those initially elected at the time of the formation of the RED. In the initial RED Board Member terms of office will be as follows:

Distribution of Initial One-Year, Two-Year and Three-Year Terms

Town/City	1 Year Term	2 Year Term	3 Year Term
Bolton		1	
Huntington		1	1
Jericho	2	1	1
Richmond	2	1	1
Underhill	1	1	1
Underhill ID			1

Article 11

The proposal for forming this RED will be presented to the voters of each member school district which is designated as “necessary,” in May or June 2011. The new RED Board will be elected in September 2011 following the approval of the RED formation

Article 12

Upon an affirmative vote of the electorates of the school districts which are necessary, and upon compliance with 16 V.S.A. § 706g, the RED shall have and exercise all of the authority which is necessary in order for it to prepare for full operation beginning on July 1, 2012. The RED shall, between the date of the necessary affirmative votes and June 30, 2012, develop school district policies, adopt curriculum and educational programs, prepare for contractual agreements, set the school calendar for Fiscal Year 2013, prepare and present the budget for Fiscal Year 2013, prepare for the 2012 RED Annual Meeting and transact any other lawful business that comes before the Board, provided, however, that the exercise of such authority by the RED shall not be construed to limit or alter the authority and/or responsibilities of the Districts of Bolton, Huntington, Jericho, Mount Mansfield Union, Richmond, Underhill and Underhill ID.

The RED shall commence full educational operations on July 1, 2012.

Article 13

The Chittenden East RED Board shall propose annual budgets in accordance with [16 VSA Chapter 11](#).

The annual budget vote shall be conducted by Australian ballot. Note: If an Australian ballot system is to be implemented, the requirements of [17 VSA Chapter 55](#), Subchapter 3 must be followed.

Article 14

The school districts of Bolton, Huntington, Jericho, Richmond, Underhill Town, Underhill ID and Mt. Mansfield Union, shall remain in existence after June 30, 2012, for the purpose of completing any business not given to the Regional Education School District under these articles. Such business shall be completed as soon as practicable but in no event any later than June 30, 2013.

Article 15

Attach Cost Benefit Analysis. (See form at Attachment A)

Note Regarding Article 15

A cost-benefit analysis must be included with your plan. How will efficiencies be gained through the creation of the RED? Address issues including, but not limited to, the following:

- Improved student opportunities;
- Improved student outcomes;
- Technology;
- Teacher staffing;
- Non-teacher staffing;
- Student data collection and reporting;
- Financial accounting and budgeting;
- Improved utilization of buildings and sports facilities;
- Centralized contracting;
- Transportation; and
- Food service.

Article 16 (See Attachment B For School Configurations)

The current school and grade configurations of the Chittenden East Supervisory Union will be maintained by the RED. The RED will serve grades *prekindergarten/kindergarten* – grade 12 by providing for students' education at public schools operated by the RED. Students will attend elementary schools according to their legal residency for educational purposes.

No changes in the current Act 150 partnerships are planned. School choice options for grade 9-12 students at Mt. Mansfield Union will continue as part of the Regional School Choice Collaborative with Colchester School District and Champlain Valley Union High School.

There are no current discussions of closure of existing schools in the district nor is designation of other public or private schools under consideration.

Article 17

Enrollment Determinations:

The RED will serve grades *prekindergarten/kindergarten* – grade 12 by providing for students' education at public schools operated by the RED. Students will attend elementary schools according to their legal residency for educational purposes.

(See Appendix B for configuration and enrollment plan of each school maintained by the RED.)

Article 18

Local Input on Policy and Budget:

The RED school board shall provide opportunity for local input on policy and budget development by annually conducting at least two public hearings at each public school operated by the RED. At least one of the public hearings shall concern school budget development and shall be held prior to the school board's adoption of a fiscal year school budget. At least one other public hearing or forum each year shall concern school board policies and other matters of public concern. Other structures to support and encourage public participation in policy, curriculum, educational programming and budget within the RED will be established by the RED Board on or before June 30, 2012.

In addition, local community members shall have the opportunity to participate in the selection of the principal of the school within their town.

* * * * *

Attachment A

Cost Benefit Analysis

Efficiencies will be gained through the creation of a RED in the following areas:

Improved student opportunities and outcomes

The creation of a RED would give one board the authority to provide students and families of elementary aged students school choice options. The possibilities in this area are extensive. Policies and procedures could be written and revised to respond to exceptional circumstances and the needs of students, schools and communities. Currently, in CESU, tuition is required for students to enroll in elementary schools outside of their town of residence. The flexibility and ability to avail school choice opportunities for students and families has the potential to expand educational options.

Formation of the Chittenden East Regional Education District would allow for flexibility in the use of facilities and resources. A unified board would be empowered to use personnel, facilities and financial resources to institute educational programs such as technical schools and specialty educational environments to meet the needs and interests of the 21st and 22nd Centuries. Currently, Mount Mansfield Union School District is spending \$982,843 to send students to technical schools outside the school district. The agility realized through a RED would increase the possibility of fashioning educational environments that meet these students' needs. This has the potential to save money over time and keeps these students in their home school district.

A RED would allow staff to be moved from one school to another in order to meet the needs of the student population and take advantage of staffing expertise. Currently, the majority of staff are employees of the local district. This significantly limits the administration's ability to adjust staffing based on academic and social data. Often, districts make additional hires in response to needs that arise within their current district instead of studying the entire Supervisory Union (SU) to identify existing staff that could be reassigned. This is a cultural shift that has the prospect of saving money.

Equalized programming opportunities for all students within Chittenden East could be advanced with the formation of a RED. Currently, resources, offerings, staffing and supplemental support varies across Chittenden East. One unified school district would reduce or eliminate the disparities in support services, staffing and programs that now exist (e.g. some schools have an enrichment program, others do not; instructional support varies between school districts; supplemental support is not equal or allocated based on SU-wide factors; infrastructure funding differs from school district to school district).

Technology

The use of technology as a teaching and communication tool has expanded exponentially in the later portion of the 20th Century and early part of the 21st Century. Parents, colleges/universities and employers are expecting students to have adequate technology skills and understand its capabilities. Equalized conditions and support of technology is essential in the successful transition of students to work or higher education.

Chittenden East Supervisory Union (CESU) has assembled a centralized team of technology support personnel to maintain systems and services, but the ability to perform these functions in an effective and efficient manner is significantly influenced by the variances in equipment and software within CESU. There is a large difference in the investment member school districts have made in technology over the past several years. This has affected some school's ability to follow and meet the goals of Chittenden East's comprehensive technology plan. A unified school district increases the likelihood of resources being distributed evenly and provides flexibility in the allocation of resources based on necessity. The versatility of a RED could allow schools to upgrade their technology systems to better support students, staff and families.

Teacher staffing

As mentioned earlier in the report, flexibility in staffing assignments empowers a unified school district to adjust staffing assignments based on need, current demographic realities and staff expertise. This authority also has the potential to save money and intensify continuity and coordination of personnel. Often, school districts are faced with the choice of reducing staff because of a shift in student population while a neighboring school district is considering adding staff. These decisions are often complicated because from year to year grade-level populations ebb and flow. Administrators and school boards frequently deliberate about reducing or adding staff or maintaining staffing levels when faced with these grade level ebbs and flows. The ability to move teachers from one school to another has the prospect of saving money because the RED would have the option of assigning staffing levels based on annual needs.

An additional benefit in the RED's ability to assign staff is the district's realization of its investment in training newly hired employees. School-based training and mentoring involves a considerable investment in time and money. Keeping teachers in the system enables the RED communities to realize the full potential of its financial commitment.

Non-teacher staffing

Many of the efficiencies and benefits pertaining to teaching staff also relate to non-teaching staff members. A RED has the authority to shift and use personnel based on student population, student needs, staff needs, programming changes, building renovations and staff certifications (e.g. Master Electrician License, Master Plumber License, HVAC License, Physical Trainer Certification, Counseling License etc.). This could reduce the need to contract with outside service providers. Furthermore, it is an efficient and cost effective method of aligning personnel to requirements, responsibilities and obligations.

Student data collection and reporting

Collecting, reporting and analyzing student data from PreK-12 supports coordination, continuity and responsible allocation of resources. In a RED, a single board would govern a PreK-12 system and hold schools accountable for student results at every level. Attention and accountability to every grade in the system would become a necessity because staff, administration and the board would be responsible for collective results. Strategic plans and action plans would be written and implemented for all students PreK-12 rather than the current fragmented PreK-4 and 5-12 planning process. Each grade would be a building block to complete a student's experience within Chittenden East. In most cases, school boards focus on the needs and results of their local school district and not on the entire PreK-12 system. Data compilation and analysis as a RED, optimizes the capacity of our curriculum and data management system (VCAT), creates a user-friendly reporting tool and affords more opportunities for universal and streamlined training of staff.

Financial, accounting and budgeting (Central Office Functions)

The formation of a unified school district could streamline accounting systems by creating a single budget, eliminating assessments to member school districts for costs currently incurred at the supervisory union level, and eliminating the bill-backs required when employees are shared by more than one school district. Employees would no longer receive multiple checks and W2s from different employers (school districts). Central office would be processing fewer checks. There would be one treasurer for the RED resulting in reduced services required from town offices. Budgets would be prepared at the school level, but would be encapsulated into one school district budget. One annual report would be prepared and audited (compared to the eight that are now being prepared). The RED would be required to submit one statistical report and staff census to the state.

Chittenden East has made a sizeable investment in new accounting/human resource software. Our hybrid nature of incurring costs and distributing revenue between the local school district and the SU complicates our accounting. This structure inhibits the efficient functioning of this business software. None of the business software systems investigated in the selection process was designed specifically for our complex system. All choices require costly adaptation.

As a single district, coordination and implementation of benefits would be more manageable. Determination of benefits (e.g. insurance, seniority, participation in retirement systems) eligibility would be more transparent and clear.

When considering grants, viewing Chittenden East as a whole presents a stronger case due to combined enrollments - often student population is a criterion in competitive grant opportunities.

The reductions in duplication and increased efficiencies would allow for reallocation of staffing resources to facilities coordination and human resources. These areas have been identified as in need of additional attention and services. Furthermore, staff savings could be realized in special education administration, bookkeeping and grant coordination (see Potential Savings in the Formation of the Chittenden East Regional Education District Chart).

Improved utilization of buildings and sport facilities

Addressed in Improved Student Opportunities and Outcomes

Centralized contracting

A RED could benefit from contracting with a single provider for selected services (e.g. trash, fuel, food, supplies, plowing).

Chittenden East Supervisory Union presently has a unified employment agreement for teaching and support staff.

Transportation

Chittenden East currently has centralized transportation services.

Food service

A RED would permit and encourage staff collaboration and networking for food services across Chittenden East. Schools could take advantage of the talents and skills of current food service

staff employed by other districts. Innovations and techniques could be implemented throughout Chittenden East. This has the potential to improve quality/nutrition of meals, increase revenue, reduce costs, expand partnerships with local farmers, grow composting efforts and broaden purchasing power with suppliers and vendors. Implementation of a “point of sale” system in all schools would have a better chance of coming to fruition. This service reduces bookkeeping costs, is convenient for busy families and maintains up-to-date information for federal reimbursement.

Potential Savings in the Formation of the Chittenden East Regional Education District:

Potential Reductions in CESU Merger	Amount
One of the Special Education Directors	\$104,000
One Bookkeeper	\$43,000
Grant Coordinator	\$70,000
Treasurer at UID	\$17,000
Annual Report Printing	\$12,000
CESU Annual Meetings	\$5,000
Audits	\$12,000
Board Stipends	\$7,500
CESU Relocated to School Building (please note that there are costs associated in relocating Central Office)	\$49,000
Mansfield Academy Relocated to School Building	\$53,000
Total Estimated Savings	\$372,500

Estimated Impact of Local Tax Rates with State Incentives							
	Smilie Memorial Elementary (Bolton)	Brewster Pierce Elementary (Huntington)	Jericho Elementary (Jericho)	Richmond Elementary (Richmond)	Underhill Central School (Underhill Town)	Underhill ID Elementary (Underhill)	Underhill ID Elementary (Jericho)
Proposed Local Homestead Tax Rate (FY 12)	1.4814	1.2466	1.3061	1.2426	1.2608	1.2803	1.2755
Estimated Local RED Homestead Tax Rate (with state incentives)	1.4049	1.1907	1.2370	1.1924	1.2353	1.2163	1.2118
Change in Local Tax Rate under RED*	(-\$0.0765)	(-\$0.0559)	(-\$0.0691)	(-\$0.0502)	(-\$0.0255)	(-\$0.0549)	(-\$0.0546)

*The calculations used in this illustration reflect the proposed FY 12 budget totals. The reductions in Local Tax Rates are a result of the .08 state incentive in the first year of implementation of the merger.

**It should be noted that the state incentives in years 2-4 decline each year for the term of the incentive program. The incentive percentage starts at 8 cents for the initial year and then declines each year thereafter (6 cents year two, 4 cents year three and 2 cents in year four).

Attachment B

School Choice Options

Describe the grades which are presently served by combining/forming districts, and their building configurations (before the proposed merger).

Elementary students grades Prek-4 from *Bolton* attend *Smilie Memorial School*.
Elementary students grades Prek-4 from *Huntington* attend *Brewster Pierce Memorial Elementary School*.
Elementary students grades K-4 from *Jericho* attend *Jericho Elementary School*.
Elementary students grades Prek-4 from *Richmond* attend *Richmond Elementary School*.
Elementary students grades K-4 from *Jericho* and *Underhill* in the current *Underhill ID District* attend *Underhill ID Elementary School*.
Elementary students grades K-4 from *Underhill Center* attend *Underhill Central Elementary School*.

Students in grades 5-8 in *Bolton*, *Huntington* and *Richmond* attend *Camels Hump Middle School*.

Students in grades 5-8 in *Jericho* and *Underhill* attend *Browns River Middle School*.

Students in grades 9-12 attend *Mount Mansfield Union High School*.

Describe the grades which will be served by the RED after its creation, and their building configurations.

The RED will serve grades prekindergarten/kindergarten – grade 12 by providing for students' education at public schools operated by the RED.

Grade level configurations by building are as follows:

- Smilie Memorial Elementary – prekindergarten through grade 4
- Richmond Elementary – prekindergarten through grade 4
- Brewster Pierce Memorial School – prekindergarten through grade 4
- Jericho Elementary – kindergarten through grade 4
- Underhill ID Elementary – kindergarten through grade 4
- Underhill Center School – kindergarten through grade 4
- Camels Hump Middle School – grade 5 through grade 8
- Browns River Middle School – grade 5 through grade 8
- Mount Mansfield Union High School – Grade 9 through grade 12

Describe any expansion or diminishment of school choice options that will result from the creation of the proposed RED.

School choice options will be expanded in the RED. Within allowable space and within reasonable limits of the existing transportation system, parents may apply for their student(s) to attend any elementary and/or middle school in the RED. School choice for high school students will remain within the current system of choice at MMU within the Champlain Valley School Choice Collaborative established under Act 150 by the Vermont legislature.

Describe the present status of your Act 150 partnerships ([16 VSA 1621 and 1622](#)), and any planned expansion or diminishment thereof.

**PUBLIC SCHOOL CHOICE COLLABORATIVE
MOUNT MANSFIELD UNION HIGH SCHOOL DISTRICT**

Articles of Agreement

Article I – Introduction

The undersigned superintendents, having been duly authorized by their respective school boards, hereby enter into the following agreement to establish a public school choice program in the 2010-2011 school year for high school students in the Champlain Valley High School District and the Mount Mansfield Union School District in accordance with the terms and conditions contained herein.

Article II – Purpose

It is the purpose of this agreement, through the offering of public school choice to high school students, to provide expanded educational opportunity for students who choose to enroll totally or participate in a co-enrollment status to avail himself/herself of specific programs and courses of study not available at the resident school.

Article III – Definitions

- a) *“Choice,” for the purpose of these articles of agreement, means the limited selection of public school in the Mount Mansfield Union High School/ Champlain Valley High School District for those students who presently have a designated high school and do not have public school choice.*
- b) *“High School,” for the purpose of these articles of agreements, means Grades 9-12.*
- c) *“Resident School District,” for the purpose of these articles of agreement, means the school district from which a student chooses to transfer to another school under this agreement.*
- d) *“Receiving district,” for the purpose of these articles of agreement, means the school district chosen by the participating students.*
- e) *“ADM,” for the purpose of these articles of agreement, means the Average Daily Membership computation in the state aid to education formula for those students attending a school outside the district under an inter-district agreement.*
- f) *“Excess costs,” for the purpose of these articles of agreement, means the additional expenditures that are required by law to implement individual plans for students with disabilities, including 504 plans that are not reimbursed through state or federal funds.*

Article IV – Implementations of Public School Choice Program

- a) *Participation in the school choice program will be based on individual school capacity. Capacity will be defined in accord with the Commissioner’s communication dated March 22, 2002. (Attached)*
- b) *Except with respect to students eligible for Special Education and 504 services requiring the expenditure of excess costs, no transfer of funds shall be involved with the implementation*

- of the public school choice program. Each receiving district shall count toward its ADM proportionally those students who choose to attend in total or as a co-enrolled student.*
- c) Each student who participates, unless expelled in accordance with the receiving school's policy and federal and state law, shall be guaranteed enrollment in that high school until graduation regardless of the continuing participation of either the sending or receiving district.*
 - d) A student who has been expelled or received a short or long term suspension, i.e. more than ten (10) days, shall not be eligible for participation in the school choice program for the remainder of that school year and may not be eligible for participation for additional years as determined by the date and circumstances of the disciplinary action. The decision of the principal in this regard shall be final.*
 - e) Annually, the school districts shall review capacity (reference a) above) and shall determine availability of ADM for the subsequent year.*

Article V – Selection of Students to Participate

Students residing in their designated high school district for the 2010-2011 school year shall be selected for enrollment in the program and for acceptance at the sending high school in a nondiscriminatory manner. If more than the determined number of students wish to transfer from the sending high school or to be accepted by another participating high school, a lottery system as agreed upon by the receiving high school shall be employed. The lottery system shall permit students not selected for admission to participate in the second choice lottery if spaces remain available.

Article VI – Return to Sending School

If a student chooses a high school other than the resident high school and, after enrolling, no longer wishes to continue at the receiving high school, the student may only return to the resident high school.

Article VII – Definitions

Students exercising public school choice under this program are subject to the disciplinary policies and procedures of the receiving school.

Article IX – Special Education, Section 504, Act 230

Both the resident and the receiving district will work collaboratively to ensure that the needs of the students with disabilities are met. In the case of students eligible for Special Education, subject to any state and federal requirements, the resident district shall retain fiscal obligations as well as the responsibility for the management and the oversight of the student's individual plan. The receiving district shall be responsible for hiring and supervising personnel who provide services to such students.

Article X – Technical Education

Procedures for technical education consistent with state regulations, including funding shall be adhered to by both the resident and receiving school district.

Article XI – High School Athletic or Activity Eligibility and Participation

Each high school shall treat all choice students enrolled students in the same fashion with regard to eligibility for and participation in athletics and activities as they do resident students.

Article XII – Transportation

Students or the parents of students participating in school choice under this agreement will be responsible for providing transportation to the receiving school district.

Article XIII – Amendment and Dissolution

- a) *The foregoing articles of the agreement may be amended or dissolved at the time of the annual authorization by a mutual agreement between the two schools.*
- b) *Participating school district may not withdraw from this agreement within the 2010-2011 school year. Such withdrawal shall be communicated in writing to the other district no later than February 1 of any subsequent year. Absent from such notification of withdrawal from this Agreement, the participating schools will continue to operate under the Agreement.*
- c) *Notwithstanding the above, the provisions of Articles IV b. and IV c. shall not be amended or dissolved with respect to the students who have already exercised the choice to attend a receiving high school.*

Article XIV – Tuition Students

Only those students participating in this public school choice collaborative will receive waiver of tuition costs to the receiving school. Students will be credited as ADM students at their receiving school proportionate to the full-time status of the student. Those students living in communities without secondary schools will continue to be enrolled at the school of their choice with their respective communities paying the set tuition rate for the receiving school as permitted by Vermont Statute.

Describe any plans, or any discussions that have occurred, regarding designation one or more public or private schools.

No plans for designation are in place. This RED will be a prekindergarten – grade 12 system with one high school, two middle schools and six elementary schools.

Describe any plans, or any discussions that have occurred, regarding closure of schools.

No discussions of closures have occurred and none are planned with the creation of the RED. As per the language of Act 153, no school closures are permitted in the first four years of operation unless the town of residence agrees to a closure.