

WARNING
for the
SPECIAL MEETING
of the
LAMOILLE SOUTH UNIFIED UNION SCHOOL DISTRICT
Elmore School, Morristown Elementary, Peoples Academy Middle Level, Peoples Academy
JUNE 6, 2023

The legal voters of the Lamoille South Unified Union School District, consisting of the towns of Elmore and Morristown, are hereby notified and warned to meet in the respective polling places hereinafter named for each of the above referenced towns on Tuesday, June 6, 2023, to vote by Australian Ballot on Articles 1-2.

Polling Places and Times

Elmore: Elmore Town Office, 1175 VT Route 12 – 8:00 A.M. to 7:00 P.M.

Morristown: Municipal Building, 43 Portland Street – 8:00 A.M. to 7:00 P.M.

ARTICLE 1: Shall the voters of the school district approve the April 5, 2023, Withdrawal Agreement negotiated and executed by the Stowe School District Board of School Directors and the Lamoille South Unified Union Board of School Directors?

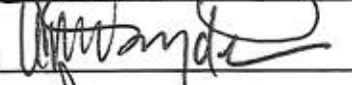
ARTICLE 2: Shall the voters of the school district approve to expand the school board from four (4) members to five (5) members after July 1, 2023? Legal residents of Morristown or Elmore would be eligible to hold the seat. If approved, the election will be held on Town Meeting Day, March 5, 2024.

The legal voters of the Lamoille South Unified Union School District are further notified that voter qualification, registration, and absentee voting relative to said special meeting shall be provided in Chapters 43, 51, and 55 of Title 17, Vermont Statutes Annotated.

Dated at Morristown this 19th day of April, 2023.

David Bickford 

Tiffany Donza 

Ann Marie Dryden 

Erica Loomis 

David McAllister 

Alan Ouellette 

Richard Shanley 

Lamoille South Unified Union School District Directors

Attest: Sara Haskins
Town Clerk
Morristown, Vermont

Attest: Sandra LaCasse
Town Clerk
Elmore, Vermont

Received, filed and recorded this 21st day of April, 2023.

WITHDRAWAL AGREEMENT

THIS AGREEMENT entered into pursuant to 16 V.S.A. 724(c) by and between STOWE SCHOOL DISTRICT ("Stowe") and LAMOILLE SOUTH UNIFIED UNION SCHOOL DISTRICT ("LSUU").

WHEREAS, Stowe is a member of LSUU, a unified union school district under 16 V.S.A. Sec. 722, and whose establishment and existence have been certified in accordance with 16 V.S.A. 706(g); and

WHEREAS, at a special meeting duly called, noticed and held on May 11, 2021, pursuant to 16 V.S.A. Sec. 724(a) and (b) the voters of the Town of Stowe voted to withdraw from the Lamoille South Unified Union School District; and

WHEREAS, on May 18, 2021, pursuant to 16 V.S.A. 724(b), the Stowe Town Clerk certified the foregoing vote to the Vermont Secretary of State and on May 28, 2021, the State provided notice of the vote to the other towns in LSUU; and

WHEREAS, on December 7, 2021, each of the remaining towns in LSUU voted in the affirmative to approve the withdrawal of Stowe from LSUU; and

WHEREAS, pursuant to 16 V.S.A. sec. 724(c) the Lamoille South Unified Union School District Superintendent notified the Secretary of Education on December 8, 2021, of the affirmative vote by the remaining towns approving Stowe's withdrawal; and

WHEREAS, pursuant to 16 V.S.A. Sec. 724(c) on July 20, 2022, the State Board of Education ordered the conditional termination of Stowe's membership in Lamoille South Unified Union School District and the creation of the Stowe School District effective July 1, 2023; and

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

WHEREAS, the State Board of Education Order authorized the Stowe School District to elect board members and to prepare for the transition to a fully operating school district on July 1, 2023, and engage in activities identified in its Order, including a financial agreement with LSUU; and

WHEREAS, the voters of the Stowe School District elected School Board Directors at a special meeting duly called, noticed and held on September 28, 2022; and

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

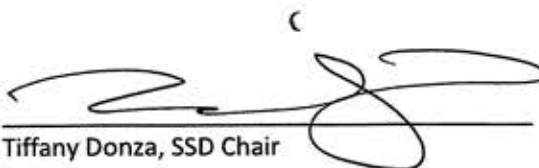
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, and in consideration of the mutual covenants, representations and agreements set forth herein, LSUU and Stowe agree as follows:

1. On or before June 30, 2023, Stowe 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 LSUU and its forming school districts.
2. On or about June 30, 2023, LSUU shall convey to Stowe 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 Stowe on or about June 30, 2019, under the provisions of the Article 6 of LSUU's Articles of Agreement.
3. All obligations of the single district will be shared equally through the completion of the FY23 fiscal year. Remaining net assets, including all general fund and capital fund surplus, will be allocated equally (50%) between LSUU and Stowe. Adequate cash funds will be available for each district to begin operations on July 1, 2023.
4. As of July 1, 2023, the existing bond debt held with the Vermont Bond Bank will be assigned to Stowe, the original borrower prior to the formation of the single district.
5. As between LSUU and Stowe, on and after the date established in Section 1, as determined by the State Board of Education, Stowe shall be exonerated, released, discharged, indemnified and held harmless from any liability from any and all LSUU liabilities.
6. In the event any LSUU member town (Elmore, Morristown) does not vote to approve this Agreement as provided in 16 V.S.A. Sec. 724(c), this Agreement shall be null and void.
7. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and assigns.
8. 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 LSUU obligation.
9. LSUU and Stowe acknowledge not all financial issues relating to Stowe's withdrawal from LSUU may have been covered or fully appreciated in this Agreement. Consequently, LSUU and Stowe agree that in such an event they will work in good faith to fairly allocate the pertinent right or obligation between them regarding such issues.

IN WITNESS WHEREOF, Stowe School District has caused this Agreement to be signed this 5th day of April, 2023 by Tiffany Donza, Chair of its Board of School Directors, duly authorized at a meeting held on November 1, 2022, and Lamoille South Unified Union School District has caused this agreement to be signed this 5th day of April, 2023 by David Bickford, Chair of its Board of School Directors, duly authorized at a meeting held on March 22, 2023.



David Bickford, LSUU Chair



Tiffany Donza, SSD Chair