

Summary of the Revisions to the Jay Westfield Joint Elementary School Agreement

September 10, 2019

To be discussed at October 8, 2019 meeting of the Jay Westfield Joint Elementary School Board, approved by the Board at that time, and brought to the voters of the Jay Town and Westfield Town school districts on November 12, 2019 at 6:00 pm.

A Brief Overview of the Process

In early 2018, the Jay Westfield Joint Elementary School Board (JWES Board) began to revise the Joint Agreement to remove language that was pertinent to the construction of the school, such as design, costs of construction, voter approval of the construction and initial governance, such as Report of the Joint Board, but no longer pertains. Our work was put on hold when it became apparent that JWES was on the list of mergers to be imposed by the State of Vermont. When we were removed from that list, we resumed our work revising the JWES Agreement.

Summary of Revisions

- Section 2: The deed to the land on which the JWES is built was changed to reflect the intent in the original agreement, Section 2: “The land and school constructed under the Agreement will be owned jointly by the Jay School District and the Westfield School district...”
- Original Section 14, now Section 11, Duration of Agreement: Changed from requiring a reconsideration of extension every 10 years to indefinitely. The Agreement still allows for termination of the Agreement in the event one or both Boards wish to terminate.
- Original Section 15, now Section 12, Disposition of Property: Clarifies that if the school is sold, “Equipment and supplies or proceeds from the sale thereof, shall be divided between the town school districts in a proportion of 50% to Jay School District and 50% to Westfield School District.”
This section also provides for formation of a unified union school district and disposition of property in the case of a unified union school district, and the formation of a sinking fund to pay debt service on debt outstanding.
- Original Section 18, now Section 15, Voter Approval of Capital Improvements or Expansion: Language was added “Since each town holds 50% interest in the land and school constructed under this agreement, expenses over \$15,000 affecting that equal interest shall be borne at that same 50%. Expenses under \$15,000 will be considered part of operating expenses.”
- Original Sections 18 & 19, now Section 16, Assessment: “The school budget shall be apportioned between the contracting districts on a **per pupil basis, which average will be determined by the average daily attendance for the first forty (40) days of school in the prior school fiscal year**” was changed to “**on a 5-year rolling average of Equalized Pupils.**” Our reasoning:
 - The State of Vermont uses Equalized Pupils as their means to calculate assessments.

- Due to changes in numbers of students residing in Jay and the number of students residing in Westfield, the assessments to the towns fluctuated wildly, as one family of 3-4 students moving in or out of either town caused drastic changes in the portion of the budget assessed to each town. The proposed language will flatten, although not entirely level, those wild fluctuations.