

Approved by the Vermont State Board of Education September 18, 2012

**BYLAWS**

**OF**

**NORTH COUNTRY SUPERVISORY UNION**

**ARTICLE I**

Title and Definitions

SECTION 1.

**The North Country Supervisory Union**

is comprised of the School Districts of Brighton, Charleston, Coventry, Derby, Holland, Jay, Lowell, Morgan, Newport City, Newport Town, Troy, Westfield and North Country Union Junior and Senior High Schools and the Jay/Westfield Joint Elementary School.

SECTION 2.       Definitions. The following terms, wherever used herein, shall have the following meanings:

- (a)       “NCSU” shall mean the North Country Supervisory Union
- (b)       “NCSU Board” shall mean the North Country Supervisory Union Board, organized in accordance with Title 16 §261 of the Vermont Statutes and pursuant to any authorization by the State Board under Subsection (d) of this paragraph.
- (c)       "Local Boards" shall mean the school boards for each member of the North Country Supervisory Union Board listed in Section 1.
- (d)       "Executive Committee" shall mean a committee comprised of the chair of each local board or its designee.

## ARTICLE II

### Objectives

It is the objective of these Bylaws to:

1. Facilitate effective operation of the NCSU in carrying out the statutory responsibilities assigned to it under Vermont law.
2. Enable the NCSU and its member communities to take advantage of such economic and administrative efficiencies as will maintain and promote the well being of students in the district.
3. Enable the NCSU to carry out such other purposes as are consistent with the law and approved by its member communities.

## ARTICLE III

### Meetings

SECTION 1. Annual Meeting. The annual meeting of the NCSU Board shall be held within 30 calendar days following Town Meeting Day. Such meeting shall be on the call of the superintendent or the chair.

SECTION 2. Regular Full Board Meetings. One additional regular meeting of the NCSU Board shall be held in September and others as deemed necessary. Such meetings may be called by the superintendent, the chair, the board of any member school district, or the executive committee.

SECTION 3. Executive Board Meetings. The Executive Board meets seven (7) times a year skipping the months of March, June, July, August and September. Special or emergency meetings shall be held as necessary when called by the chair, the superintendent, or any three members of the Executive

Committee. Authority of the Executive Board shall be as assigned by the Full Board.

SECTION 4. All meetings of the NCSU Board and executive committee are public meetings and shall be publicly warned (as required by law), shall be notified by five-day written notice, shall be governed by Roberts Rule of Order, minutes shall be kept and published. Executive Sessions may be held only when permitted by law.

#### **ARTICLE IV**

##### Attendance - Participation

All members of the school boards of the school districts comprising the supervisory union may attend and participate in discussion at any NCSU Board or Executive Committee meeting (public or executive).

#### **ARTICLE V**

##### Voting and Membership

Voting membership of the NCSU Board shall be as authorized under 16 VSA §266. See Appendix I. As a result of a waiver from the Vermont State Board of Education, each member district operating a school shall have two voting members on the NCSU Board and each member district not operating a school shall have one voting member on the NCSU Board.

## **ARTICLE VI**

### Quorum

A quorum of the NCSU Board shall be 7 of 14 boards and 13 of 26 voting members. A quorum for the Executive Committee shall be 6 of its 13 voting member Boards.

## **ARTICLE VII**

### Officers

The NCSU Board shall elect a chair, vice chair, a treasurer and two assistant treasurers at its first meeting following Town Meeting Day. The officers of the NCSU Board shall serve in those same capacities on the Executive Committee. An officer of the Executive Committee who is not a board chair or designee shall not have a vote on the Executive Committee.

## **ARTICLE VIII**

### Agenda

SECTION 1. Preparation. The agenda for each meeting of the NCSU Board and the Executive Committee shall be prepared by the superintendent in consultation with the chair, and shall be mailed to each Board Member (voting and non-voting) prior to the meeting.

SECTION 2. Use. Board agenda and information packets shall be mailed or distributed at least one weeks prior to an NCSU Board meeting or Executive Committee meeting. Any items not included in the mailed agenda will require a two-thirds (2/3) majority of the voting members present for passage.

## **ARTICLE IX**

### Expenses

Each school district shall pay a proportionate share of the expenses of the NCSU office. The NCSU assessment is an equal percentage of each school district's voter approved expenditure budget.

## **ARTICLE X**

### Policies

At the direction of the Board or the Executive Committee, or on his/her own initiative, the superintendent shall draft and propose such policies as are deemed necessary for the proper conduct of supervisory union business. Such policies shall be voted on by the NCSU Board.

## **ARTICLE XI**

### NCSU Duties

Duties of the NCSU Board are specified in T. 16, § 261a and authority of the Executive Committees is specified in T.16, §264b. See Appendix II for written authorization.

## **ARTICLE XIII**

### Amendments

These Bylaws may be amended after thirty (30) days notice at an annual meeting or a special meeting called by the chairman. Adoption of amendments shall require majority vote of the NCSU Board.

**APPENDIX I - NCSU BY-LAWS**

NCSU BOARD - EXECUTIVE COMMITTEE VOTING MEMBERSHIP

	MEMBER(S)		VOTING
	Exec Board	Full Board	
Brighton	1	5	2
Charleston	1	3	2
Coventry	1	5	2
Derby	1	5	2
Holland	1	3	2
Jay	0	3	1
Jay/Westfield *	1	0	0
Lowell	1	3	2
Morgan	1	3	1
Newport City	1	5	2
Newport Town	1	5	2
NCUHS	1	15	2
NCUJHS	1	9**	2
Troy	1	5	2
Westfield	0	3	1
TOTAL (NCSU Board)	13	63	25

\* Executive Committee Membership and voting exception for Jay/Westfield shall be the chairman or designee of the joint board (Jay/Westfield).

\*\* NCUJHS board members also serve on the NCUHS board.

## APPENDIX II - NCSU BY-LAWS

- A. Authorize the Executive Committee to conduct all business and perform all duties of the supervisory union board as established in 16 V.S.A. §261a and §267, specifically excluding the employment decisions related to the superintendent and approval of the supervisory union budget. These duties and powers are specifically enumerated in 16 V.S.A. §261a and as follows:
1. Set policy to coordinate curriculum plans among the sending and receiving schools in the North Country Supervisory Union. The curriculum plans shall meet the requirements adopted by the state board under subdivision 165(a)(3)(B) of 16 V.S.A.;
  2. Take reasonable steps to assist each school in the North Country Supervisory Union to follow its respective curriculum plan as adopted under the requirements of the state board pursuant to subdivision 165(a)(3)(B) of 16 V.S.A.;
  3. If students residing in the supervisory union receive their education outside the supervisory union, periodically review the compatibility of the supervisory union's curriculum plans with those other schools;
  4. In accordance with the criteria established by the state board, establish a plan for receiving and disbursing federal and state funds distributed by the department of education;
  5. Provide for the establishment of a written policy on professional development of teachers employed in the supervisory union and periodically review that policy. The policy may provide financial assistance outside the negotiated agreements for teachers' professional development activities and may require the superintendent periodically to develop and offer professional development activities within the supervisory union;
  6. Provide or, if agreed upon by unanimous vote at a supervisory union meeting, coordinate provision of the following educational services on behalf of member districts:
    - a) Special education;
    - b) Compensatory and remedial services; and
    - c) Other services as directed by the state board and local boards.
  7. employ a person or persons qualified to provide financial and student data management services for the supervisory union;
  8. provide the following services for the benefit of member districts in a manner that promotes the efficient use of financial and human resources, which shall be provided pursuant to joint agreements under section 267 of this title whenever feasible; provided, however, if a supervisory union determines that services would be

provided more efficiently and effectively in another manner, then it may ask the commissioner to grant it a waiver from this subdivision:

(A) manage a system to procure and distribute goods and operational services;

(B) manage construction projects;

(C) provide financial and student data management services, including grant writing and fundraising as requested;

(D) negotiate with teachers and administrators, pursuant to chapter 57 of this title, and with other school personnel, pursuant to chapter 22 of Title 21, at the supervisory union level; provided that

(i) contract terms may vary by district; and

(ii) contracts may include terms facilitating arrangements between or among districts to share the services of teachers, administrators, and other school personnel;

(E) provide transportation or arrange for the provision of transportation, or both in any districts in which it is offered within the supervisory union;

(F) provide human resources management support; and

(G) provide other appropriate services according to joint agreements pursuant to section 267 of this title;

10. Submit to the town auditors of each member school district, on or before January 15 of each year, a summary report of financial operations of the supervisory union for the preceding school year, an estimate of its financial operations for the current school year, and a preliminary budget for the supervisory union for the ensuing school year. This requirement shall not apply to a supervisory district. For each school year, the report shall show the actual or estimated amount of state aid for special education awarded to the supervisory union, including the amount generated by and the amount allocated to each school district within the supervisory union;
11. Further, pursuant to 16 V.S.A. §267 the executive committee is authorized to enter into joint agreements as described and limited.
12. The executive committee is further authorized to conduct and award public bids pursuant to 16 V.S.A. §559 on behalf of the North Country Supervisory Union.



13. Once established by the full North Country Supervisory Union board, the executive committee shall oversee the supervisory union budget, including the authority to approve budget transfers.