

REORGANIZATION PLAN
ALTERNATIVE ORGANIZATION STRUCTURE (AOS)

AOS NAME:

**SUNRISE COUNTY SCHOOL SYSTEM
(SCSS)**

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, Lubec M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department (hereinafter collectively referred to as "Member School Units").

Contact information:

Steven Knowles, Reorganization Planning Committee Chairman	454-1237
Herbert Clark, Reorganization Planning Committee Vice-Chairman	454-8825
Brian Carpenter, Superintendent Lubec M.S.A.D 19	733-5573
Terry Lux, Superintendent	853-2567
Charlotte School Department, Dennysville School Department, Eastport School Department, Pembroke School Department, Perry School Department	
James Underwood, Superintendent	454-7561
Alexander School Department, Baring Plantation School Department, Calais School Department, Crawford School Department, Robbinston School Department	

Date Submitted by SAUs: May 7, 2010

Proposed operational date: July 1, 2010

3. A (1) The Units of School Administration to be included in the Proposed Sunrise County School System (SCSS):

- Alexander School Department
- Baring School Department
- Calais School Department
- Charlotte School Department
- Crawford School Department
- Dennysville School Department
- Eastport School Department
- Lubec, M.S.A.D. 19
- Pembroke School Department
- Perry School Department
- Robbinston School Department

3. A (2) The Size, Composition and Apportionment of the Governing Body:

The Sunrise County School System shall be governed by an Alternative Organizational Structure (AOS) School Board consisting of representatives from the School Boards of each of the member school units.

The School Board of each town or municipality located within the AOS shall choose from its membership the representatives to the AOS School Board to which that School Board is entitled and each school board of each town or municipality also shall choose from its membership one alternate representative to the AOS Board to serve in the case of the absence of one of its representatives.

<u>Member School Unit</u>	<u>Number of Representatives</u>
Alexander	1
Baring	1
Calais	4
Charlotte	1
Crawford	1
Dennysville	1
Eastport	2
Lubec	2
Pembroke	1
Perry	1
Robbinston	1
	<u>16</u>

3. A (3) The Method of Voting of the Governing Body:

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member’s voting power shall be proportionate to the population of that member’s town or municipality as shown below:

Member Unit Municipality	Population (2008 Est Federal Decennial Census)	Percent of Population	Total Votes	Number Of Directors	Number Of Votes Per Director	Percentage Voting Power Per Director	Total Votes By Municipality
Alexander	523	5.2%	523	1	523	5.2%	523
Baring	250	2.5%	250	1	250	2.5%	250
Calais	3184	31.9%	3184	4	796	8.0%	3184
Charlotte	297	3.0%	297	1	297	3.0%	297
Crawford	111	1.1%	111	1	111	1.1%	111
Dennysville	303	3.0%	303	1	303	3.0%	303
Eastport	1536	15.4%	1536	2	768	7.7%	1536
Lubec	1528	15.3%	1528	2	764	7.7%	1528
Pembroke	828	8.3%	828	1	828	8.3%	828
Perry	922	9.2%	922	1	922	9.2%	922
Robbinston	502	5.0%	502	1	502	5.0%	502
Total:	9,984	100%	9,984	16			

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census to reflect the then current population of each town or municipality in the AOS as a percentage of the total population of all towns or municipalities in the AOS. The total votes cast by the directors of a municipality must equal the total population of the municipality in order to be in compliance with the one man-one vote principle.

A quorum for meetings shall consist of a majority of members in number and voting power, excluding vacancies.

3. A (4) The Composition, Powers and Duties of Local School Boards:

The composition, powers and duties of the school boards (Alexander, Baring, Calais, Charlotte, Crawford, Dennysville, Eastport, Lubec, Pembroke, Perry, and Robbinston) of the Member School Units will remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

3. A (5) The Disposition of Real and Personal School Property:

All real and personal property interests, including without limitation, land, buildings, other improvements to realty, easements, option rights, first refusal rights, purchase rights, and all fixtures, shall remain the property of each Member School Unit except for central office equipment that will be transferred to the Sunrise County School System AOS Office.

3. A (6) The Disposition of Existing School Indebtedness and Lease/Purchase Agreements

The indebtedness and lease/purchase obligations of the Member School Units will remain with them.

3. A (7) The Assignment of School Personnel Contracts, School Collective Bargaining Agreements and other School Contractual Obligations:

All Member School Unit Central Office staff, personnel contracts and other contractual obligations will be transferred to the Sunrise County School System (SCSS). All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with them.

3. A (8) The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Funds, Reserve Funds, and other Funds Appropriated for School Purposes:

All existing school funds and existing financial obligations of the Member School Units will remain with them, including undesignated fund balances, trust funds, reserve funds, and other funds appropriated for school purposes.

3 A (9) A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Internal Personnel Policies:

The Sunrise County Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of Member School Units with at least 1000 pupils based on the October 1, 2006 subsidizable resident pupil counts.

The Sunrise County School System School Board shall be appointed and shall develop the budget for the Sunrise County School System for FY 2010 – 11. The Sunrise County School System budget for FY 2010 -11 shall be adopted at an AOS budget meeting in accordance with the budget meeting procedure applicable to regional school units as provided in the Interlocal Agreement. The Sunrise County School System shall employ the Sunrise County School System Superintendent and make all necessary decisions in order for the Sunrise County School System to become operational on July 1, 2010. The current Calais School Department personnel policies shall serve as the interim policies for the Sunrise County School System AOS personnel.

3. A (10) All Reorganization Planning Committee Meetings Are Public:

Following an organizational meeting April 8, 2010, the Reorganization Planning Committee met to develop a Reorganization Plan on the following dates: April 13, 2010, April 14, 2010 and April 15, 2010. The agenda and minutes from the organizational meeting on April 8, 2010 and the Reorganization Planning Committee meetings on April 13, 2010, April 14, 2010 and April 15, 2010 are attached to this Plan as Exhibit B. A public hearing will be held for each of the 11 towns and municipalities in the proposed Sunrise County School System to explain the Reorganization Plan prior to the referendum vote.

3. A (11) An Explanation Of How Units That Approve the Reorganization Plan Will Proceed If One Or More Of The Proposed Members Of The Regional School Unit Fail to Approve the Plan:

If the School Reorganization Plan which incorporates the attached Interlocal Agreement is approved by the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 1000 pupils, the attached Interlocal Agreement shall become operative and the Alternative Organizational Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If the Reorganization Plan is approved by Member School Units with less than 1000 subsidizable resident pupils on October 1, 2006, the Interlocal Agreement shall not become operative and the AOS shall not be formed.

3.A (12) An Estimate of the Cost Savings to be Achieved by the Formation of a Regional School Unit and how these savings will be Achieved (See Exhibit C):

A reorganization of Central Office administrative responsibilities by July 1, 2010 shall include the assignment of the additional responsibilities of Curriculum Director and Transportation Director, shall consolidate the delivery of financial and operational services under the oversight of a business manager and shall begin the reorganization of the delivery of Special Education services with an estimate of no overall increase in administrative salary and benefits and an estimated cost reduction in the operation of the SCSS central office of at least \$50,000.00 in the first, transition year (2010-11) of operation, an additional overall estimated savings of more than \$80,000.00 in operating costs in the second year of operation, and an additional \$10,000.00 of savings in the third year of operation (Exhibit C).

The projected cost savings will not have an adverse impact on instructional programming.

3.A (13) Other Matters Determined to be Necessary;

13-A). K-12 Core Curriculum: The Sunrise County School System will be responsible for adopting and maintaining a K-12 core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209.

13-B). Tuition Contracts and School Choice:

Any town or municipality without a school will have school choice. Towns and municipalities with school choice may continue to negotiate tuition agreements, not to exceed the maximum state allowable tuition for each student. Any town or municipality without a high school will have school choice, grades 9-12, up to the maximum state allowable tuition for each student. Any town or municipality with a pre-K or K-8 school will not have school choice for those grades.

Tuition Contracts currently are held by the following member units:

Crawford and Alexander School Departments:

Crawford students K-8 attend Alexander Elementary School through a tuition contract between the Crawford School Department and the Alexander School Department, 2007-2010.

At this time, no other school departments within the proposed Sunrise County School System have tuition contracts.

13-C). Claims and Insurance:

Continuity of insurance shall be maintained with the assistance of counsel.

13-D). Less than 1000 Students:

NA

13-E). Plan for Consistent Collective Bargaining Agreements:

The collective bargaining agreements in place within the Member School Units are as follows:

Municipality Town Governing Unit	Support Staff Contract Expires	Teachers Contract Expires	Ed Tech Contract Expires	Bus Drivers Contract Expires	Custodial Contract Expires
Alexander	In Teacher Contract	2010	In Teacher Contract		In Teacher Contract
Baring	N/A	N/A	N/A	N/A	N/A
Calais	2010	2010	In Support Staff Contract	N/A	2012
Charlotte	Hrly. Emp.	2010	Hrly. Emp.	N/A	Hrly. Emp.
Crawford	N/A	N/A	N/A	N/A	N/A
Dennysville	NO NEGOTIATED CONTRACTS				
Eastport	2010	2010	2010		N/A
Lubec	2011	2010	In Support Staff Contract		
Pembroke	N/A	2010	2010	2010	2010
Perry	2010	2010	2010	N/A	N/A
Robbinston	N/A	2010	In Teacher Contract	N/A	N/A

The Member Units of the Sunrise County School System will meet jointly to develop and adopt a plan for consistent contracts upon the expiration of the existing collective bargaining agreements. The Sunrise County School System will develop consistent negotiating proposals in order to achieve greater consistency in the terms and conditions of employment. Consistency in the terms and conditions of employment does not require uniform salary schedules.

13-F). Plan for Consistent School Policies and School Calendars:

After July 1, 2010 the SCSS school board, working in conjunction with the school boards of the Member School Units, will develop and adopt a plan for consistent school policies and consistent school calendars. The plan for consistent school calendars will be implemented on or before July 1, 2011. The plan for consistent school policies will be implemented on or before July 1, 2012.

13-G). State Subsidy:

In accordance with 20-A M.R.S.A. §1461-B, sub-§4, the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-A Chapter 606-B. The member entities shall provide any separate and discreet data that is necessary for the Department of Education to perform these calculations.

13-H). Cost Sharing of AOS Central Office Budget:

The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of resident subsidizable pupils on April 1 and October 1 of the preceding calendar year. The method of cost sharing of the AOS budget may be amended upon approval by a simple majority of the school board of each Member School Unit and by a simple majority vote of the Legislative body of each Member School Unit.

13-I). Incorporation of Interlocal Agreement:

The Interlocal Agreement for the creation of the Sunrise County School System, attached to this plan as Exhibit A, is expressly incorporated into and made a part of this plan.

Exhibit D

SCSS/AOS Cost Sharing Distribution (2006 Student Population Data)

Municipality	Student Population	% of Total Student Population	% Share of Central Office Budget
Alexander	64	0.04422944	4.42
Baring	37	0.02557015	2.56
Calais	498	0.34416033	34
Charlotte	53	0.03662751	3.66
Crawford	13	0.00898411	0.90
Dennysville	70	0.04837595	4.84
Eastport	173	0.11955771	12.00
Lubec	165	0.11402903	11.40
Pembroke	137	0.09467865	9.5
Perry	154	0.10642709	10.60
Robbinston	83	0.05736006	5.70
Total	1447	100%	

EXHIBIT A

SUNRISE COUNTY SCHOOL SYSTEM

Interlocal Agreement for Alternate Organizational Structure
30-A M.R.S.A. Chapter 115

Agreement made as of May 7, 2010 between Alexander School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Alexander); Baring Plantation School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Baring); Calais, School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Calais); Charlotte School Department, a municipal school unit acting by and through its governing body with a mailing address of 102 High Street, Eastport, ME 04631 (Charlotte); Crawford School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Crawford); Dennysville School Department, a municipal school unit acting by and through its governing body with a mailing address of 102 High Street, Eastport, ME 04631 (Dennysville); Eastport School Department, a municipal school unit acting by and through its governing body with a mailing address of 102 High Street, Eastport, ME 04631 (Eastport); Maine School Administrative District No. 19, a Maine school administrative district with a mailing address of 44 South Street, Lubec, ME 04652 (Lubec); Pembroke School Department, a municipal school unit acting by and through its governing body with a mailing address of

102 High Street, Eastport, ME 04631 (Pembroke); Perry School Department, a municipal school unit acting by and through its governing body with a mailing address of 102 High Street, Eastport, ME 04631 (Perry); Robbinston School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Robbinston); (hereinafter the “Member School Units”);

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternate Organizational Structure (hereinafter “AOS”) within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, professional development and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, a plan for consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternate Organizational Structure (“AOS”) in order to achieve the goals of Maine’s School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.
2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter “RPC”) for the purpose of developing a school reorganization plan for an AOS pursuant to Maine’s School Reorganization Law (hereinafter “School Reorganization Plan”). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS, which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine’s School Reorganization Law.
3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and

corporate under the name of Sunrise County School System (hereinafter "SCSS"). SCSS is an Alternate Organizational Structure within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B, a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Board. SCSS established pursuant to this Interlocal Agreement shall be governed by an AOS school board comprised of representatives of each Member School Unit as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
Alexander	1
Baring	1
Calais	4
Charlotte	1
Crawford	1
Dennysville	1
Eastport	2
Lubec	2
Pembroke	1
Perry	1
Robbinston	<u>1</u>
	16

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's town or municipality as shown below:

Member Unit Municipality	Population (2008 Est Federal Decennial Census)	Percent of Population	Total Votes	Number Of Directors	Number Of Votes Per Director	Percentage Voting Power Per Director	Total Votes By Municipality
Alexander	523	5.2%	523	1	523	5.2%	523
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Calais	3184	31.9%	3184	4	796	8.0%	3184
Charlotte	297	3.0%	297	1	297	3.0%	297
Crawford	111	1.1%	111	1	111	1.1%	111
Dennysville	303	3.0%	303	1	303	3.0%	303
Eastport	1536	15.4%	1536	2	768	7.7%	1536
Lubec	1528	15.3%	1528	2	764	7.7%	1528
Pembroke	828	8.3%	828	1	828	8.3%	828
Perry	922	9.2%	922	1	922	9.2%	922
Robbinston	502	5.0%	502	1	502	5.0%	502
Total:	9,984	100%	9,984	16			

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census to reflect the then current population of each town or municipality in the AOS as a percentage of the total population of all towns or municipalities in the AOS. The total votes cast by the directors of a municipality must equal the total population of the municipality in order to be in compliance with the one man-one vote principle.

The school board of each town or municipality in the AOS shall choose from its membership the representative(s) to the AOS school board to which that town or municipality is entitled. Membership on the AOS school board shall terminate at any time that a member of the AOS school board ceases to hold office as a member of the appointing school board. Any vacancy on the AOS school board shall be filled by the appointing school board. In June each year, the AOS school board shall choose by ballot

from among its members a chair and secretary of the AOS school board for the ensuing year.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
Alexander	Operates grades pre-K through 8
Baring Plantation	Does not operate a school
Calais	Operates grades pre-K through 12
Charlotte	Operates grades pre-K through 8
Crawford	Does not operate a school
Dennysville	Does not operate a school
Eastport	Operates grades pre-K through 12
Lubec	Operates grades pre-K through 12
Pembroke	Operates grades pre-K through 8
Perry	Operates grades Pre-K through 8
Robbinston	Operates grades K through 8

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school board serving all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and curriculum director/coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State law. The AOS school board shall be responsible for overseeing system administration, transportation administration, Special Education administration, professional development, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance

and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS school board shall develop, adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the Member School Units. The AOS school board shall develop and adopt a plan for consistent collective bargaining agreements within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school board as described above, the powers, authority and responsibilities of the AOS school board shall include the following:

- a. Oversee the operation of the AOS central office
- b. Annually develop and obtain legislative body approval for the AOS budget at an annual AOS budget meeting
- c. Apportion to each Member School Unit its share of the AOS budget in accordance with the AOS cost sharing formula
- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units
- e. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and establish and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law
- f. Own or lease and oversee management of AOS central office property and equipment
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office

- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose
- i. Oversee administration of federal, state and other grants not overseen by the school boards of the Member School Units
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units
- k. Employ AOS central office personnel and oversee their wages, hours, and working conditions
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees
- m. Oversee negotiation and administration of collective bargaining and maintenance of personnel records for all employees of the AOS and its member school units
- n. Oversee and maintain a Pre-K-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results
- o. Adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the AOS Member School Units
- p. Administer the transportation systems for all schools within the AOS Member School Units, and administration of bus purchases and debt repayment for the AOS Member School Units
- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units
- r. Accept and oversee expenditure of gifts to the AOS central office
- s. Oversee contracts and lease agreements relating to the AOS Central Office
- t. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10
- u. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal

Agreement for approval by the legislative bodies of the Member School Units in accordance with the same procedures as the budget approval process in effect at the time and in accordance with applicable law

- v. Authorize the superintendent of schools, subject to such limitations as the AOS school board may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school boards of the AOS and Member School Units in place of the Superintendent of Schools

7. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school board and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

8. Budget Adoption Procedures. The AOS school board shall develop each year an annual budget for the AOS, which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS budget, and the budget meeting procedure applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school board. The AOS budget must be approved by a majority of the voters at the AOS budget meeting from AOS Member School Units voting as a single body, as opposed to a majority of the voters from each Member School Unit. Following the adoption of an annual AOS budget at the AOS budget meeting, the AOS school board shall notify the

Member School Units of their respective shares of the AOS budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school board of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, each Member School Unit shall adopt its budget in accordance with applicable law. If the budget of a Member School Unit required to conduct a budget validation referendum is not approved at a budget validation referendum, that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS budget shall be determined based on the final AOS budget as approved at an AOS budget meeting. The budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS budget. Each Member School Unit's share of the AOS budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement. The member entities shall provide any separate and discrete data that is necessary for the Department of Education to perform these calculations.

9. Cost Sharing of AOS Budget.

a. The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of subsidizable resident pupils on April 1 and October 1 of the preceding calendar year

b. Process for amending the AOS budget cost sharing formula:

The method of cost sharing of AOS costs may be amended upon approval by a simple majority of the school board of each member school unit and by a simple majority vote of the legislative body of each member school unit

10. Distribution of State Subsidy. In accordance with 20-A M.R.S. §1461-B sub-§4 the Member School Units shall be recognized as discrete school administrative units for purposes of title 20-A chapter 606-B. The AOS shall distribute state subsidy received by the AOS to each Member School Unit in the amount calculated and reported for that Member School Unit by the Maine Department of Education. The member entities shall provide any separate and discrete data that is necessary for the Department of Education to perform these calculations.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units including the ownership of the central office building prior to the formation of the AOS and in the event of dissolution of the AOS, the central office building of the Member School Units shall continue to be the property of that town or municipality. Any other real or personal property acquired for the operation of the AOS central office shall be owned by the AOS. Any other property of the AOS, or the proceeds from the sale of

such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS budget under the AOS cost sharing method.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing and legislative bodies of that Member School Unit in accordance with applicable law. The AOS school board and the legislative body of the AOS shall have no authority to close a school within a Member School Unit.

13. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 15 or by operation of law.

14. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school board. Prior to any such termination, the AOS school board shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS school board shall submit to the Commissioner of

Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school board including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school board or by the school board(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

16. Withdrawal of Member School Units. Whereas, Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department wish to pursue the formation of an

Alternative Organizational Structure (AOS) pursuant to Maine law. See, Maine Public Laws, Chapter 668 § 42 (2008);

Whereas, the AOS will be subject to referendum approval by Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department; whereas, the parties wish to make it clear that either party will have the ability to withdraw from the AOS if one is created; now, therefore, the parties agree as follows: in the event that an AOS is formed to include Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department, the parties agree that any Member School Unit shall have the authority to withdraw effective at the beginning of any fiscal year provided that such withdrawal is approved by a public referendum within the withdrawing district to be held more than 60 days in advance of the fiscal year.

17. Joinder of Additional Member School Units: Subject to approval by the Commissioner of Education, a school administrative unit may join this Interlocal Agreement and the AOS as a Member School Unit upon a two-thirds vote of the full membership of the AOS school board, approval by the school boards of each Member

School Unit and the school board of the school administrative unit proposing to join the AOS, and a favorable referendum vote in each Member School Unit and in the school administrative unit proposing to join the AOS. Prior to calling the referendums in Member School Units, the school administrative unit proposing to join the AOS shall agree in writing to assume responsibility for the cost of conducting the referendum in each Member School Unit regardless of the final outcome of the referendum.

18. Amendment of Interlocal Agreement: This Interlocal Agreement may be amended upon a two-thirds vote of the full membership of the AOS school board, approved by the school board of each Member School Unit, and a favorable referendum vote in each Member School Unit. Approved amendments shall be submitted to the Commissioner of Education for filing with the Secretary of State.

19. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the legislative body of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the legislative body of that Member

School Unit fails to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is approved at referendum of the legislative body of that Member School Unit and by Member School Units with a subsidizable resident pupil count on October 1, 2006 of at least 1000 pupils. If the School Reorganization Plan is approved by the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 1000 pupils, but not by the voters of all of the Member School Units, then this Interlocal Agreement and the Reorganization Plan shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. The AOS school board and the Commissioner of Education shall approve any changes to this Interlocal Agreement and the Reorganization Plan necessary to remove any Member School Units that fail to vote in favor of the School Reorganization Plan.

20. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each town or municipality within the AOS, and the secretary of each Member School Unit within the AOS.

21. Miscellaneous Provisions.

a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine

b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns

- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof

WITNESS: **Alexander School Department**

BY: _____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS: **Baring Plantation School Department**

BY: _____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS: **Calais School Department**

BY: _____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS: **Charlotte School Department**

BY: _____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS: **Carwford School Department**

BY: _____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS:

Dennysville School Department

BY: _____
_____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS:

Eastport School Department

BY: _____
_____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS:

M.S.A.D. #19

BY: _____
_____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS:

Pembroke School Department

BY: _____
_____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS:

Perry School Department

BY: _____
_____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS:

Robbinston School Department

_____ BY: _____
_____, Its Chair
Municipal School Board
Date: _____, 2010

WITNESS:

APPROVED PURSUANT
TO 30-A M.R.S.A. §2205

_____ BY: _____

State of Maine
Commissioner of Education/Acting
Commissioner of Education
Date: _____, 2010

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non-instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
							Yes	No
Does your plan currently include information/documentation on collaborative agreements? <i>(not required, but encouraged)</i>							<input type="checkbox"/>	x

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1447

<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

<i>Janice Sullivan School Board Chair</i> Signature/Title	<i>5-3-10</i> Date	<i>Alexander</i> SAU
<i>Robert Jones School Board Chair</i> Signature/Title	<i>5-3-10</i> Date	<i>Crawford</i> SAU
<i>Robert Adams Board Chair</i> Signature/Title	<i>5-3-10</i> Date	<i>Baring</i> SAU
<i>Donald F. Reynolds Board Chair</i> Signature/Title	<i>5-4-10</i> Date	<i>Belvidere</i> SAU
<i>Morgan A. Shemard Board Chair</i> Signature/Title	<i>5-4-10</i> Date	<i>Calais</i> SAU
<i>Shannon Emery Board Chair</i> Signature/Title	<i>5/4/10</i> Date	<i>EASTPORT</i> SAU
<i>Stephanie Page, MSAD #19 Board Chair</i> Signature/Title	<i>5/4/10</i> Date	<i>Lubec</i> SAU
<i>S.R. Corey School Comm. Chair</i> Signature/Title	<i>04/May/10</i> Date	<i>Dennysville</i> SAU
<i>Herbert J. Clark Chair</i> Signature/Title	<i>5-5-10</i> Date	<i>Charlotte</i> SAU
<i>Erin - Chair</i> Signature/Title	<i>5-7-10</i> Date	<i>Perry</i> SAU
<i>Kathleen Brown Chair</i> Signature/Title	<i>5/7/10</i> Date	<i>Pembroke</i> SAU
Signature/Title	Date	SAU

WITNESS:

Alexander School Department

Spencer J. Koussis

BY: Janice Sullivan
Alexander, Its Chair
Municipal School Board
Date: 5-3-10, 2010

WITNESS:

Baring Plantation School Department

[Signature]

BY: Robert O. Lunn
Baring, Its Chair
Municipal School Board
Date: 5-3-10, 2010

WITNESS:

Calais School Department

Spencer J. Koussis

BY: Morgan A. Shevard
Calais, Its Chair
Municipal School Board
Date: 5-4, 2010

WITNESS:

Charlotte School Department

Donald F. Repualots

BY: Herbert J. Clow
Charlotte, Its Chair
Municipal School Board
Date: 5-7-10, 2010

WITNESS:

Carwford School Department

Sherry Rousef

BY: Edie Lorie
Carwford, Its Chair
Municipal School Board
Date: 5-3-10, 2010

WITNESS:

Dennysville School Department

Sheri J. Krohn

BY: *SR Corey*
Dennysville, Its Chair
Municipal School Board
Date: *May 04*, 2010

WITNESS:

Eastport School Department

Jerry B. Duff

BY: *Shannon Emery*
Eastport, Its Chair
Municipal School Board
Date: *5/4*, 2010

WITNESS:

M.S.A.D. #19

Paula L. Lewis

BY: *Stephanie Page*
M.S.A.D. #19 Bd of Direct, Its Chair
Municipal School Board
Date: *5/4*, 2010

WITNESS:

Pembroke School Department

Jerry B. Duff

BY: *Katharine Emery*
Pembroke, Its Chair
Municipal School Board
Date: *May 7*, 2010

WITNESS:

Perry School Department

Jerry Duff

BY: *Erin*
, Its Chair
Municipal School Board
Date: *5-7*, 2010

Robbinston School Department

WITNESS: _____

Herbert F. Clark

BY: Donald F. Reynolds
Robbinston, Its Chair
Municipal School Board
Date: 5-4, 2010

APPROVED PURSUANT
TO 30-A M.R.S.A. §2205

WITNESS: _____

James Bush

BY: Angela Faberty
Angela Faberty
State of Maine
Commissioner of Education/Acting
Commissioner of Education
Date: 5-18, 2010