

Maine Department of Education Essential Elements of a Withdrawal Agreement

A town that wishes to withdraw from a Regional School Unit shall do so in compliance with [Title 20-A, §1466: Withdrawal of a Single Municipality from a Regional School Unit](#). Changing the makeup of a school administrative unit has serious implications for the education of students residing in the unit and for the citizens, both local and statewide, who provide support for the unit. For this reason, the process of withdrawal is complex with necessary involvement of many parties to the unit. The Department of Education has prepared documents outlining the process to be followed with necessary timeframes and approvals.

Essential to the successful withdrawal of a town is the Withdrawal Agreement, which outlines the conditions of the separation and how the education of resident students will be provided in the first few years after separation.

This Agreement shall be developed in accordance with 20-A MRSA §1466 and shall be agreed upon by the Board of Directors of the RSU and the Withdrawal Committee before submission to the Commissioner. Ultimately the citizens of the Withdrawing Town must vote on the Withdrawal Agreement, as described in “Steps to Be Followed in the Withdrawal Process.”

The Commissioner will consider any proposed Withdrawal Agreement that addresses all the following elements.

General

Specify the town that is proposing to withdraw and the SAU that the town is withdrawing from

[Title 20-A, §1466.4](#) - Agreement for withdrawal; notice; changes in agreement; final agreement

The agreement for withdrawal must comply with this subsection.

1. Educational Services Provisions

- a. **Ongoing Education of Students:** The Agreement shall specify how the withdrawing town plans to provide for the education of resident students on an ongoing basis. Students will be educated either in a school operated by the withdrawing town, with the withdrawing town paying tuition, or a combination of these two options.
 - i. Provide a five-year projection of resident students for the town in grades K-12, even if the town does not propose to operate schools for all grades K-12.
 - ii. If the withdrawing municipality operates a school, describe the following:
 1. All schools must meet the requirements of Basic School Approval in accordance with Maine Department of Education Chapter 125, “Basic Approval Standards: Public Schools and School Administrative Units,” and Chapter 127, “Instructional Program, Assessment, and Diploma Requirements.” The Agreement shall describe how these requirements will be met.
 2. Specify the grades that will be offered in any school operated in the withdrawing town.

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3. Specify how many students will be attending school in the withdrawing town, of the total number included on the projection.
 4. Describe the staffing plan for this school, including instruction in all required Content Areas of the system of Learning Results, special education, technology, library media services, guidance services, school nurse, school administration, and any other programs the withdrawing town plans to implement.
 5. Describe the process by which staff assignments will be made.
 6. Describe the plan for providing instructional programs. For example, will each grade be self-contained or will there be multiple grades in one classroom? Will middle school classes be taught by content specialists or will each teacher teach multiple subjects?
- iii. For any grades not covered by a school operated by the withdrawing town, describe tuition arrangements:
1. Specify the school(s) that tuition students will attend.
 2. Attach minutes of meetings of the school boards of the public schools (or trustees of the private schools) that will receive tuition students indicating motions made and votes taken related to this.
 3. Specify the estimated amount of any tuition to be paid for each student.
 4. Copy of tuition agreement that ensures “all” students may attend school; agreement must be for at least 10 years. Also known as the “School of Guaranteed Acceptance”.
- iv. Each school administrative unit shall meet federal requirements for students residing in the town, regardless of whether the SAU operates a school or not. Specify the commitment of the town to comply with the following requirements, including the management of federal funds received for these purposes, and describe the plan for doing so:
1. Special education of students identified under special education (IDEA) or chapter 504 of the Rehabilitation Act; (Title 20A Chapter 301).
 2. Career and Technical Education for high school students; (Title 20A Chapter 313). and
 3. Educational and reporting requirements of the Elementary and Secondary Education Act (ESEA).
- v. Describe how any other schools in the SAU will be affected by the proposed withdrawal. Specifically, describe the impact of withdrawal on the SAU’s compliance with Basic School Approval requirements in accordance with Maine Department of Education Chapter 125.
- vi. Describe any additional programs that will be offered at the discretion of the town, such as adult education programs for residents of the town.

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- b. **Education of Students in the First Year After Withdrawal:** The Agreement must provide that during the first school year after a favorable withdrawal vote; students may attend the school they would have attended if the municipality had not withdrawn.
 - i. Specify where students in the withdrawing town will attend school during the first year after a favorable withdrawal vote.
 - ii. Specify the method for determining the cost of tuition for the first year after a favorable withdrawal vote.
 - iii. Consider including copies of the minutes of RSU Board meetings that document agreement with this item.
- 2. **Specify** the proposed effective year of withdrawal, which must take effect on June 30, the close of a fiscal year.
- 3. **Construction:** Specify that withdrawal will not create a need for state participation in school construction within 5 years of the date of withdrawal, except that school construction projects approved prior to the execution of the Withdrawal Agreement will not be affected by this
- 4. **Transportation Services:** Describe how transportation services will be provided.
 - a. If the withdrawing town proposes to contract for transportation services, describe the plan to secure a transportation contractor including timeframes, or, if the withdrawing town plans to contract with the RSU for student transportation, specify this and provide a copy of minutes of the RSU Board meeting that documents agreement with this plan.
 - b. If the withdrawing town plans to operate a transportation system, describe the plan for the transportation system including the number of buses needed and how they will be acquired, the number of drivers needed, and the plan for maintenance and operations.
 - c. Describe the required level of transportation services that will be provided for:
 - i. Elementary and middle school students;
 - ii. High school students;
 - iii. Career and Technical Education students between high school and CTE school;
 - iv. Special Education students and students identified under Chapter 504 of the Rehabilitation Act between home and educational program;
 - v. Other special categories of students
- 5. **New School Administrative Unit:** Describe the new school administrative unit that will be formed, if at all possible, without creating any new supervisory units. For the new unit to be formed, describe the administration including, but not limited to:
 - a. The employment of a superintendent and support staff is necessary to carry out the central office responsibilities of the unit.
 - i. Every school administrative unit must have a school board even if the unit does not operate a school.
 - ii. Every school administrative unit must have a superintendent even if the unit does not operate a school.

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- b. The plan for compliance with the recordkeeping and reporting requirements specified in Title 20-A and Chapter 125 for all resident students, regardless of whether the town operates a school.
- c. The provision of liability insurance coverage for the school administrative unit and other coverage as may be necessary including, but not limited to, health insurance for employees, property insurance if the unit owns property, and vehicle insurance if the unit operates a transportation system.
- d. The adoption of all policies and plans required by state and federal law and regulations.
- e. The continuation of existing shared services agreements or the creation of any that may be necessary or desirable.
- f. The creation of interlocal agreements pursuant to Title 30-A Chapter 115.

6. Financial Obligations/Commitments:

Specify the distribution of all financial commitments extending beyond the proposed effective date. Provide copies of the minutes of RSU Board meetings that document agreement with this item. This shall include, but not be limited to the following:

- a. Bonds;
- b. Notes;
- c. Debt Service;
- d. Lease or lease purchase agreements;
- e. Any matters in litigation; and,
- f. Any other contractual obligations.

7. Financial Commitments to RSU Superintendent

Specify how the withdrawing town and the RSU will meet any financial commitments to the RSU superintendent that extend beyond the effective date of the withdrawal.

8. Personnel:

- a. The Withdrawal Agreement shall provide for the new school administrative unit to meet obligations to personnel. Provide copies of the minutes of RSU Board meetings that document agreement with this item.
- b. Describe how collective bargaining agreements will be continued and assigned in the new school administrative unit, and how the continuation of representation rights will be provided.

9. Continuing Contract Rights

- a. Specify that continuing contract rights of teachers will be maintained. Specifically, continuing contract or probationary status of any teacher will be the same in the new school administrative unit as it was in the RSU.
- b. Describe the handling of any labor grievances that are in process in the RSU.

10. Disposition of all real and personal property and other monetary assets

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- a. Specify how all real and all personal property will be disposed of or divided. Provide copies of the minutes of RSU Board meetings that document agreement with this item. This shall include, but not be limited to the following:
 - i. Buildings
 - ii. Land, including the enforcement of any existing deed restrictions
 - iii. Buses
 - iv. Other Vehicles
 - v. Equipment
 - vi. Supplies
 - vii. Fuel
- b. Specify how monetary assets will be disposed of or divided and how the new school administrative unit will manage and distribute any such assets.
- c. Provide copies of the minutes of RSU Board meetings that document agreement with this item. This shall include, but not be limited to the following:
 - i. Year-end balances
 - ii. Trusts, gifts, endowments or scholarships
 - iii. Accounts receivable
 - iv. Prepaid expenses
 - v. Investments
 - vi. Uncollected insurance proceeds
 - vii. Locally established retirement programs.

11. Transition of administration and governance to the new unit

- a. Describe the process of the transfer of administration, financial records, student records, federal and state reporting obligations, audit obligations.
- b. Specify the process of the creation of a school board, including the number of members and the process for electing them, in accordance with Title 20-A and 5 MRSA, which can include provision for staggered terms. The plan must provide that the governing body may not be elected simultaneously with the vote on the article to withdraw unless the commissioner finds there are extenuating circumstances that necessitate simultaneous elections.

12. Child Nutrition Services

The agreement must contain provisions to provide child nutrition services in compliance with state and federal laws at schools operated by the petitioning municipality.

13. Budget

Provide a copy of the proposed budget for the first year of operation of the new unit, with backup explanations.

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14. Miscellaneous: