

**Withdrawal Agreement Between  
Regional School Unit No. 59 and the Brighton Plantation Withdrawal Committee**

This Agreement by and between Regional School Unit No. 59, a Maine regional school unit comprised of the municipalities of Athens, Brighton Plantation and Madison (hereinafter "RSU 59" or the "District") and the Brighton Plantation Withdrawal Committee, a duly appointed municipal withdrawal committee for Brighton Plantation (hereinafter "Brighton," "the Plantation," or "Brighton Plantation").

**1. Purposes.** The purposes of this Agreement are:

- a. To provide for the timely and orderly withdrawal of Brighton Plantation from RSU 59 by June 30, 2013;
- b. To provide educational continuity for all students residing in Brighton Plantation including those who wish to continue their education with RSU 59; and
- c. To allocate the financial and contractual obligations, and assets of RSU 59 between RSU 59 and the new school administrative unit that includes, or comprises solely, Brighton Plantation (hereinafter the "New Brighton Plantation SAU"), as of the effective date of Brighton's withdrawal.

**2. Withdrawal.** Pursuant to 20-A M.R.S. §1466, Brighton Plantation shall withdraw from RSU 59 in accordance with the terms of this Agreement as of June 30, 2013 (the "Effective Date"), and thereafter shall no longer be a member of the RSU 59 school administrative unit. As of July 1, 2013, the Plantation shall become a separate municipal school unit comprised solely of Brighton Plantation.

**3. Right to Continued Enrollment.** During the first year after withdrawal (i.e., from July 1, 2013, to June 30, 2014) students residing in Brighton Plantation may attend the RSU 59 School they would have attended if Brighton Plantation had not withdrawn from the District. The Superintendent of the District and the Superintendent of the New Brighton Plantation SAU (hereinafter the "Superintendents") shall confer with each other and shall develop a list of those K-12 students residing in Brighton Plantation who have enrolled in RSU 59 schools. On or before November 15, 2013, the Superintendents shall jointly certify to the Town Clerk of Brighton Plantation an initial list of those students who reside in Brighton who have enrolled in the District's schools for the 2013-2014 school year. During the 2013-2014 school year, additional students residing in Brighton may enroll in the District's schools in accordance with 20-A MRS §1466(4) (A) (1). On or before June 30, 2014, the Superintendents shall confer with each other again and shall jointly certify to the Municipal Clerk of Brighton Plantation a final list of those students residing in Brighton who were enrolled in the District's schools at the end of the 2013-2014 school year (hereinafter the "Final List" consisting of "RSU 59 Enrolled Students").

**4. Continuity of Educational Program.** Following the first year after withdrawal, all Plantation students may choose to attend any primary or secondary school that suits their educational goals or desires. However, by this Agreement, the District commits to enroll any student from the Plantation throughout the 10-year period from the Effective Date until June 30, 2023. As of the Effective Date, the New Brighton Plantation SAU shall allow Plantation students wishing to attend the District to do so and shall pay tuition in accordance with Chapter 219 of Title 20-A., §§ 5801, et seq.

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In the alternative, Brighton has an agreement to tuition the Plantation's students to SAD #13- Bingham; and anticipates reaching agreement with Athens Elementary; SAD # 46- Dexter; Harmony Elementary and Middle School; Maine Central Institute- Pittsfield, and Foxcroft Academy- Dover Foxcroft.

A student's right to continue to be educated in District schools shall terminate if the student discontinues his or her enrollment at a District school for a continuous period of 90 calendar days between September 1 and June 15 of any school year, whether by enrolling in another school administrative unit or a private school. Notwithstanding the foregoing, a student's failure to attend a District school for a continuous period of 90 days due to reasons of health, out-of-district special education placement, travel or study abroad, or suspension or expulsion followed by readmission before the end of the school year in which the student was suspended or expelled, shall not terminate a student's right to continue to attend District schools under this Agreement.

**5. Special Education.** The New Brighton Plantation SAU shall be responsible for assuring the special education needs of all students from Brighton Plantation are met. The New Brighton Plantation SAU's Superintendent or designee shall represent the New Brighton Plantation SAU for special education programming, supervision of the IEP Team process, and supervision of the student evaluation process for all students. In the event the IEP Team is unable to reach consensus on issues that are the responsibility of the Team, the New Brighton Plantation SAU's representative at that Team meeting shall make all decisions on those issues, subject to the parent's due process rights in relation thereto.

The New Brighton Plantation SAU's Superintendent or designee and other staff will work cooperatively with personnel of the SAU delivering special education services to that student. For students enrolled in RSU 59, RSU 59 personnel will, upon request, provide the New Brighton Plantation SAU Superintendent or designee all information regarding classroom observations, student performance, and academic achievement testing and functional behavior assessment components of the student evaluation process.

To the extent RSU 59 has an appropriate program to meet the terms of the student's IEP and applicable requirements of Maine and federal law and regulations, RSU 59 shall provide to the Plantation's enrolled students all special education services required by the IEP prepared by each student's IEP Team. Except for short term programming changes of not more than 10 school days, decisions about whether RSU 59 has an appropriate program or placement for a student pursuant to the requirements of the IEP shall be made by RSU 59 after a careful review of the student's IEP and after consultation with the New Brighton Plantation SAU's Superintendent or designee. In no event shall RSU 59 refuse to provide needed special education services as provided in the IEP, except for student removals of not more than 10 school days or when RSU 59 has determined, after consultation with the New Brighton Plantation SAU's Superintendent or designee, that RSU 59 does not have an appropriate program or placement for that student.

The New Brighton Plantation SAU's Superintendent or designee may provide input to RSU 59's special education coordinator (or other administrative designee) on the proper implementation of RSU 59 Enrolled Student IEPs, or perceived deficiencies in IEP implementation. RSU 59 shall consider that input seriously and in good faith and RSU 59 shall respond in an appropriate manner consistent with the terms of this Agreement.

The New Brighton Plantation SAU shall be responsible for all costs of special education services provided to students residing in Brighton Plantation following the Effective Date of this Agreement pursuant to the terms of this Agreement. The New Brighton Plantation SAU shall pay the special

education costs of any such student no matter where they attend school as follows:

The tuition rate calculations under sections 5804 and 5805 of Title 20-A expressly exclude expenditures for special education. Therefore, in accordance with Chapter 101 of the Rules of the Maine Department of Education, Maine Unified Special Education Regulation, Section IV(4)(A) and (B), in addition to the maximum allowable tuition for those students as calculated under sections 5804 or, as applicable, 5805, of Title 20-A, the New Brighton Plantation SAU, shall be responsible for the actual costs of special education for all special education students. For purposes of this subsection, special education shall include non-special education 504/ADA plans and services, and special education costs shall include costs of non-special education 504/ADA plans and services, facilities modifications, and other reasonable fees and costs incurred in connection with delivery of special education services and/or section 504/ADA plan services to students from Brighton Plantation. The SAU delivering the services shall be required to provide an itemized invoice to the New Brighton Plantation SAU for such special education costs during the fiscal year in which the special education costs are incurred.

**6. Transportation.** In accordance with Title 20-A M.R.S. §5401, the New Brighton Plantation SAU will provide transportation for elementary school students and may provide transportation for public pre-school students to and from the nearest suitable elementary school. It is anticipated the nearest suitable school will be the Athens Elementary School where students from Brighton have gone for many decades. In the event the Athens school is not available, the New Brighton Plantation SAU will purchase a suitable vehicle for transporting the students or make other suitable arrangements for the transport of all Brighton elementary students. The District shall provide transportation for Brighton students to and from school daily to and from a single point, that point being the Athens Elementary School. The District may terminate said transportation in the event the District determines such services to be cost prohibitive. The District will give notice to the New Brighton Plantation SAU of any such decision in a sufficiently timely manner to allow other arrangements to be made.

**7. No Need for School Construction.** Because of the limited number of students residing in Brighton and the tuition arrangements that have been or will be made, there will be no need for any school construction project within the next five (5) years resulting from the withdrawal.

**8. Financial Commitments from Outstanding Bonds, Notes, or Rents.** RSU 59 is indebted on bonds issued for the construction of Madison Elementary School in 2000. These include bonds for State-approved debt service and bonds for local-only debt service. RSU 59 is also indebted on a lease-purchase agreement for installation of a new heating and cooling system at Madison Area Memorial High School, and vehicle loan debt. Under 20-A M.R.S. §1466(16), when a municipality withdraws from a regional school unit having outstanding indebtedness, the RSU remains intact for the purpose of retiring and securing that debt, but the withdrawal agreement may provide for an alternate means for retiring that outstanding indebtedness.

- A. **State Approved Debt Service:** As an alternate means of retiring the existing State approved indebtedness for the Madison Elementary School under 20-A M.R.S. § 1466(16), Brighton Plantation shall remain obligated for and shall pay its allocable share of the RSU's existing State approved debt service for the Madison Elementary School, calculated on the basis that RSU 59 had remained intact, with Brighton Plantation as a member municipality of RSU 59, for purposes of paying that debt service.
- B. **Local-Only Debt Service & Satisfaction of Monetary Claims:** In regards to the Madison Elementary School, there are principal and interest payments due on bonds for local-only

debt service from July 1, 2013, through November, 2021. There are also a lease-purchase agreement regarding the above-cited heating and cooling improvements at the High School, vehicle-related debt, and Brighton's proportionate share of the Superintendent's future salary. As an alternate means of retiring this existing local-only debt, within thirty (30) days of the Effective Date, the District shall pay the New Brighton Plantation SAU a lump sum in the amount of \$23,384.27. This payment shall provide full satisfaction of, and release all claims, monetary and otherwise, between both parties and shall resolve the allocation of all assets and liabilities of the RSU, including division of all real and personal property. There shall be no other division of personal property or other assets or liabilities under this Agreement. This payment will not release Brighton from the state-approved debt service as to unpaid state approved debt service as described in 8A above.

**9. Financial Commitments for Bonds or Notes Issued During FY 2012-2013.** During FY 2012-2013 the District may issue bonds or notes or enter into lease purchase financing arrangements to upgrade facilities at the District's schools. If Brighton Plantation withdraws from the District as of June 30, 2013, under 20-A M.R.S. §1466(16) the RSU will remain intact for purposes of retiring and securing that indebtedness. Since Brighton Plantation will not receive significant benefit from the improvements financed by such debt, as an alternate means for retiring this indebtedness under 20-A M.R.S. § 1466(16), RSU 59 hereby agrees to retire such debt by assessing the taxable property in the remaining towns in the District and further agrees not to assess taxable property located in Brighton Plantation for that purpose.

**10. Distribution of Financial Commitment to Superintendent.** RSU 59 signed a three year contract with Todd LeRoy as Superintendent for a term that runs from July 1, 2012, to June 30, 2015. The New Brighton Plantation SAU's share of the contractual obligation is included in the amount stated in paragraph 8-B above and except as provided in said paragraph 8-B, the New Brighton Plantation SAU will not be responsible for the Superintendent's Contract after the Effective Date.

**11. Collective Bargaining Agreements.** The withdrawal of Brighton Plantation from RSU 59 will not directly affect any of the District's collective bargaining agreements. Brighton Plantation shall have no liability to RSU 59 or to any person with respect to any collective bargaining contract.

**12. Continuing Contract Rights under Section 13201.** The withdrawal of Brighton Plantation from RSU 59 will not affect the continuing contract rights of teachers or other employees subject to collective bargaining agreements.

**13. Transition of Administration and Governance.** As a separate SAU, the New Brighton Plantation SAU will elect its own school board, establish a budget and will contract with a state-qualified and licensed Superintendent to manage educational issues pertaining to the Plantation's students. This will be accomplished before June 30, 2013. Brighton does not have a school board. On approval by the Commissioner, a voter ratification process (election) will immediately be undertaken for voter approval. At the same time, the Withdrawal Committee acting as an ad hoc budget committee will work to develop a budget for adoption by the school board once elected and put in place. That school board may then review the budget, set it for hearing and for approval at a town meeting and put it into effect, prior to June 30, 2013. The details of the steps to be taken are in Appendix A.

If this Withdrawal Agreement is approved by the Commissioner and the voters of Brighton Plantation, the voters of Brighton Plantation shall not participate in the approval of the RSU 59 budget or other

matters for the fiscal year commencing on the Effective Date at either the budget meeting or the budget validation referendum.

**14. Dispute Resolution.** Any dispute between Brighton Plantation, the New Brighton Plantation SAU and RSU 59 (hereinafter individually a "Party" or collectively, the "Parties") arising out of or relating to this Agreement shall be resolved in accordance with this paragraph. Any Party may give written notice of a dispute arising out of or related to this Agreement to another Party or Parties in person or by certified mail, return receipt requested. The Parties to the dispute (hereinafter the "Affected Parties") shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last Party to receive notice. If the dispute has not been resolved within thirty (30) days, any Party may serve written notice on the other Affected Parties of a request for mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Affected Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation by the last Affected Party to receive notice. If the Affected Parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 90 days, the dispute shall be submitted to arbitration in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S. §5927 et seq.

**15. Applicability to Successor School Administrative Units.** Upon approval by the Maine Commissioner of Education and approval by a two-thirds majority vote of Brighton Plantation, this Agreement shall be binding upon Brighton Plantation, the New Brighton Plantation SAU, and any successor school administrative units, and on RSU 59 and its successor school administrative units. Accordingly, the terms of this Agreement shall be incorporated by reference into any Reorganization Plan to which Brighton Plantation, the New Brighton Plantation SAU, or RSU 59, or their respective successor school administrative units, is or becomes a party.

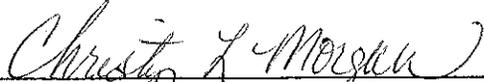
**16. State and Local Approval.** This Agreement is subject to approval by the Maine Commissioner of Education as required by 20-A M.R.S. §1466(4)(B), by the board of directors of RSU 59, and approval by a two-thirds majority vote at a referendum conducted in Brighton Plantation as required by 20-A M.R.S. §1466(9-A).

**17. Amendment.** This Agreement may be amended by mutual written agreement of the governing bodies of RSU 59 and the New Brighton Plantation SAU with the written approval of the Commissioner of the Maine Department of Education.

[signature page to follow]

Signed at Madison, this 9<sup>th</sup> day of April, 2013.

**For The Withdrawal Committee of Brighton Plantation:**



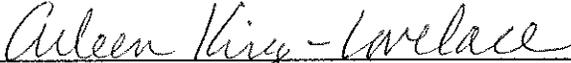
Christy Morgan- Chair & Petitioner



Louis Johnson II- Member & Rep. from Municipal Officers (Selectperson)



Michael Vernon- Member & Representative from the General Public

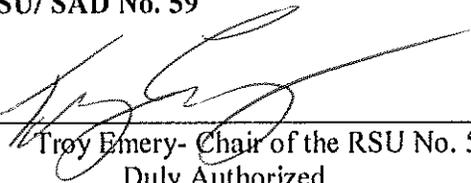


Arlene King-Lovelace- Member & Rep. from RSU #59 School Board

Signed at Madison, this 9<sup>th</sup> day of April, 2013.

**For RSU/ SAD No. 59**

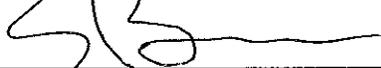
By:



Troy Emery- Chair of the RSU No. 59 School Board  
Duly Authorized

Signed at Augusta, this \_\_\_<sup>th</sup> day of April, 2013

Approved as a Final Withdrawal Agreement under Title 20-A MRS §1466(5)



Stephen L. Bowen- Maine Commissioner of Education