REC'D NOV 29 2010

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in **APPROVED** Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
SAD 31	SAME as listed to the Left
SAD 41	SAME as listed to the Left

Contact Information:

RPC Chair

Name: John Neel
Address PO Box 327
Howland, ME 04449
Telephone: 1-207-732-4444
Email jneel@midmaine.com

Date Plan Submitted: November 18, 2010

Proposed Alternative Organizational Structure Operational Date: July 1, 2011

Signature/Title	Date	SAU
Board chair	11/17/10	MSAD 31
Board chair	11/17/10	MSAD 41

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
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)		☒	☐	☐	☐	☐
3.A(2)	Size of governing body		☒	☐	☐	☐	☐
	Composition of governing body		☒	☐	☐	☐	☐
	Apportionment of governing body		☒	☐	☐	☐	☐
3.A(3)	Method of voting of the governing body		☒	☐	☐	☐	☐
3.A(4)	Composition of local school committees		☒	☐	☐	☐	☐
	Powers of local school committees		☒	☐	☐	☐	☐
	Duties of local school committees		☒	☐	☐	☐	☐
3.A(5)	Disposition of real & personal school property		☒	☐	☐	☐	☐
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		☒	☐	☐	☐	☐
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		☒	☐	☐	☐	☐
3.A(7)	Assignment of school personnel contracts		☒	☐	☐	☐	☐
	Assignment of school collective bargaining agreements		☒	☐	☐	☐	☐
	Assignment of other school contractual obligations		☒	☐	☐	☐	☐
3.A(8)	Disposition of existing school funds and existing financial obligations		☒	☐	☐	☐	☐
3.A(9)	Transition plan that addresses the development of a budget for the first school year		☒	☐	☐	☐	☐
	Transition plan that addresses interim personnel policies		☒	☐	☐	☐	☐
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		☒	☐	☐	☐	☐
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		☒	☐	☐	☐	☐
3.A(12)	Estimate of cost savings to be achieved		☒	☐	☐	☐	☐
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		☒	☐	☐	☐	☐

[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])		☒	☐	☐	☐	☐
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		☒	☐	☐	☐	☐
3.B(2)	Comprehensive programming for all students grades K – 12		☒	☐	☐	☐	☐
	Includes at least one publicly supported high school		☒	☐	☐	☐	☐
3.B(3)	Consistent with policies set forth in section 1451		☒	☐	☐	☐	☐
3.B(4)	No displacement of teachers		☒	☐	☐	☐	☐
	No displacement of students		☒	☐	☐	☐	☐
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		☒	☐	☐	☐	☐
3.B(5)	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 the first year of operation during the school year immediately following reorganization for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program[6]		☒	☐	☐	☐	☐
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		☒	☐	☐	☐	☐
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		☒	☐	☐	☐	☐
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		☒	☐	☐	☐	☐
	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		☒	☐	☐	☐	☐
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		☒	☐	☐	☐	☐
	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)		☒	☐	☐	☐	☐

[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**

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		☒	☐	☐	☐	☐

Collaborative Agreements

	Yes	No
Does your plan currently include information/documentation on collaborative agreements? *(not required, but encouraged)*	☐	☐

Exceptions to 2,500 minimum-This requirement no longer applies

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1,333

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

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	☐	☐	☐
Demographics	☐	☐	☐
Economics	☐	☐	☐
Transportation	☐	☐	☐
Population Density	☐	☐	☐
Other Unique Circumstances	☐	☐	☐

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
	No barriers are present for this AOS to go forward

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?
	No assistance is needed at this time	

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- **Interlocal Agreement** — **Exhibit A**
- **RPC meeting dates** — **Exhibit B**

REORGANIZATION PLAN
(Alternative Organizational Structure)

SAU Submitting: SAD 31 and SAD 41

Contact Information: John Neel– RPC Chair

Date Submitted by SAU: November 18, 2010

Proposed RSU Operational Date: July 1, 2011

SAD41/SAD 31
REGIONAL PLANNING COMMITTEE
VISION

Our vision is to provide a community-based education system with a broad base to meet the diverse needs of all students. We wish to create more educational opportunities for students. In creating this AOS, we will not sacrifice instructional quality and availability in order to achieve cost savings.

1. The units of school administration to be included in the proposed Alternative Organizational Structure (AOS).

The proposed SAD41/SAD 31 Alternative Organizational Structure (AOS) includes the following school administrative units:

A. Maine School Administrative District No. 41
B. Maine School Administrative District No. 31

2. The size, composition and apportionment of the governing body.

The SAD 41/SAD 31 AOS shall be governed by an AOS school board consisting of 10 representatives appointed by the school boards of SAD 41 and SAD 31 from their respective membership as follows.

METHOD "D" WEIGHTED VOTING - that is in compliance of the "one man - one vote principle"

Municipality	2009 Est. Federal Decennial Census	Percent of Population	Total Votes	Number of Directors	Number of Votes Per Director	Percentage of Voting Power per Director	Total Votes by Municipality
Brownville	1280	15.0%	1,280	1	1,280	15.0%	1280
Milo	2310	27.1%	2,310	1	2,310	27.1%	2310
Atkinson	309	3.6%	309	1	309	3.6%	309
Lagrange	721	8.5%	721	1	721	8.5%	721
Burlington	383	4.5%	383	1	383	4.5%	383
Passadumkeag	431	5.1%	431	1	431	5.1%	431
Edinburg	95	1.1%	95	1	95	1.1%	95
Howland	1,350	15.8%	1,350	1	1,350	15.8%	1,350
Maxfield	96	1.1%	96	1	96	1.1%	96
Enfield	1,544	18.1%	1,544	1	1544	18.1%	1544
TOTALS	8,519	100.0%	8,519	10			

The total votes cast by the directors of a municipality must equal the total population of the municipality. Thus, the plan is in compliance with the one man - one vote principle..

3. The method of voting of the governing body and related matters.

Each SAD 41/ SAD 31 AOS board member shall have a weighted vote as outlined in the table above. The weighted vote of each member of the AOS board shall be adjusted after each Federal Decennial Census to reflect the current population of each town or municipality in the AOS. The total votes cast by the directors of a municipality must equal the total population of the municipality. Thus, the one man-one vote principle.

A quorum of the school board shall consist of a majority of the members and a majority of the weighted vote. Membership on the AOS board shall terminate at any time that a member of the AOS 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. By June 30 of each year, the AOS board shall choose by ballot from among its members a chair and secretary of the AOS board for the ensuing year.

4. The composition, powers and duties of local school boards.

Local School Boards

The composition, powers and duties of the school boards of the member school units shall

remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

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, and purchase rights, and all fixtures, shall remain the property of each Member School Unit except that the existing SAD 31 Superintendent's office and central office equipment will be transferred to the AOS and /or the existing SAD 41 Superintendent's office and central office equipment will be transferred to the AOS.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

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

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

School Personnel Contracts

1. AOS Central Office:
   The personnel contracts that will be assigned to the AOS by the member school units include: central office administration, administration of transportation, administration of special education, and business functions including accounting, reporting, payroll, financial management, purchasing, insurance and auditing. All other personnel contracts and school contractual obligations will remain with each member unit.

The duties and assignments of all AOS Central Office personnel shall be determined by the superintendent or her/his designee consistent with the policies of the AOS Board and may be full or part time including the combining of two or more positions.

Collective Bargaining Agreements

Member School Units currently are subject to the following collective bargaining agreements:

SAU	Positions Included in Bargaining Unit	Next Termination Date
SAD 31	Teachers	2011
SAD 41	Teachers and Educational Technicians	2011

Collective bargaining agreements to which the Member School Units are a party shall be retained by the existing Member School Units and will not be transferred to the AOS.

A plan for consistent contracts will be created by the AOS board. The plan will lead to reviewing of all collective bargaining agreements and a plan to achieve consistent collective bargaining agreements in the SAD 41/SAD 31 AOS by 2014. Consistency will not be understood to mean equal salaries and benefits. This plan will be submitted to the school boards of the Member School Units for approval.

The Superintendent and/or his/her designee will administer the collective bargaining agreements on behalf of the Member School Units.

Other School Contractual Obligations

All other school contractual obligations will remain with the Member School Unit unless transferred by mutual agreement from the Member School Unit to the AOS during the transition process.

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.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

SAD 41/SAD 31 AOS Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of the member school units of SAD 41/SAD 31 AOS.

The AOS Board shall be authorized to take all actions and shall have the authority provided under State law to implement fully the AOS Plan, including the authority to open and maintain accounts, to incur expenses in accordance with the approved budget to be allocated among the member municipalities.

The SAD 41/SAD 31 AOS Board shall convene as soon as possible after the referendum vote on formation of the AOS and undertake such tasks as the following:

1. Establish rules of procedure, establish board committees and elect officers of the board.

2. Participate in the development of an AOS budget for the fiscal year 2011-2012. The AOS budget for 2011-2012 shall be adopted by the voters in accordance with the budget meeting procedure applicable to regional school units as provided in the Interlocal Agreement.

3. Complete other pre-reorganization tasks as may be appropriate. The SAD 41/SAD 31 AOS School Board shall employ the AOS school superintendent and make all other necessary decisions in order for the SAD 41/SAD 31 AOS to become operational.

4. AOS Board members will not be compensated by the AOS for attendance at meetings, provided, however, that the local school boards can determine whether to consider AOS board meetings as meetings of the local boards for purposes of board compensation.

A. Transition Plan for Personnel Policies.

Present SAD 31 personnel policies shall serve as the interim policies for the AOS personnel until the AOS Board establishes its own policies. All other personnel will be governed by their member school unit's policies.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

The first meeting of the two districts occurred on September 7, 2010 in Howland as Ad Hoc Committees appointed by the two boards met to discuss AOS possibilities. This meeting was followed by both boards voting to approve the submittal of letters of intent to engage in conversations with the other. On October 25, 2010 the two Regional Planning Committees met at the Marion C. Cook School in LaGrange to discuss formation of an AOS plan. The RPC met again on November 8, 2010 in LaGrange to continue to work on the plan and at that meeting agreed to approve the plan to forward to their respective boards for approval. (Minutes attached as Exhibit B)

A public informational session was also held at Penquis Valley Middle/ High School on October 28, 2010.

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 Reorganization Plan is not approved by both Member School Units, the SAUs shall re-start the process to form an AOS or a regional school unit with the same or other school administrative units and may seek assistance from the Department of Education to develop another Reorganization Plan.

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.

The formation of the AOS will result in the following estimated cost savings during the first three years of operation. The districts of SAD 41 and SAD 31 will continue to search for increased operating efficiencies in the new AOS.

First Year: 2011-12

Estimated Savings: $50,000
Estimated Additional Costs: $30,000
Net Savings $20,000

Category	Savings/Cost	Note
Personnel	$50,000	Estimated savings from eliminating one district superintendent.
Transition Costs	Cost $30,000	To establish AOS organization, transition costs, legal costs, technology conversions, etc.
Net savings or efficiencies	$20,000	Projected Savings. These must be expressed in general terms at this time as specific efficiencies will be determined by the continued efficiency study of the AOS and superintendent.

* Approval of the plan will result in elimination of penalties which will result in approximately $218,000 in additional subsidies to the two districts in the first year.

Second Year: 2012-2013

Estimated Savings: $50,000
Estimated Additional Costs: ($10,000)
Net Savings $40,000

Category	Savings/Cost	Note
Personnel	$50,000	Estimated consolidation of administrative and support staffing.
Transition Costs	Costs $10,000	Legal costs associated with moving towards consistent contracts and policies and continued consolidation of AOS functions.
Net savings or efficiencies	$40,000	Projected savings are expressed in general terms as specific reductions will be determined by the continued efficiency study of the AOS and superintendent.

Third Year: 2013-2014

Estimated Savings: $15,000
Estimated Additional Costs: $0
Net Savings $15,000

Category	Savings/Cost	Note
Personnel	$15,000	Projected staffing changes through consolidation of services. These will be determined by the on- going effort to recognize efficiencies by the AOS and the superintendent.
Transition Costs	$0	Additional costs after second year are not anticipated
Operating Efficiencies	$15,000	Projected Savings

The SAD 31/SAD 41/AOS will reorganize administrative functions, duties, and non-instructional personnel so that the projected expenditures of the reorganized school administrative unit in the first year of operation during the school year immediately following reorganization for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program.

13. Other matters determined to be necessary

13-A Assets and Liabilities

SAD 41 and SAD 31 will retain any assets and liabilities related to its prior SAU status.

13-B. Tuition Contracts and School Choice

1. Tuition Contracts
   SAD 41 and SAD 31 do not have any tuition contracts.

2. School Choice
   Grade levels in the existing SAUs that have choice of schools as of the operational date of this plan shall continue to have the same choices in the AOS. In all cases where a Member School Unit's students may choose a school to attend, the respective SAU will pay up to the maximum state-allowable tuition for each student consistent with current state law. In addition, SAD 31 will accept any or all of Greenbush's secondary tuition students.

13-C Cost Sharing of AOS Budget and Amendment of Cost Sharing Formula

The Member School Units shall share the costs of the AOS budget as follows:

a. The member school units shall share the costs of the AOS budget evenly, 50% for SAD 41 and 50% for SAD 31.

b. The method of cost sharing of AOS costs may be amended upon approval by a majority vote of the AOS school board and approval by a majority vote of the school board of each Member School Unit.

13-D 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, unless the member entities of the alternative organizational structure include in the reorganization plan under subsection 3 their decision to be reorganized by the department as a single school administrative unit for purposes of chapter 606-B. The Member School Units shall provide any separate discrete data that is necessary for the Department of Education to perform these calculations. 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.

13-E Claims and Insurance

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

13-F Student Population

SAD 41 and SAD 31 are proposing the formation of an AOS with an enrollment of approximately 1,300 students.

13-G Plan for Consistent Collective Bargaining Agreements

A plan for consistent contracts will be created by the AOS board. The plan will lead to reviewing of all collective bargaining agreements and a plan to achieve consistent collective bargaining agreements in the SAD 41/SAD 31 AOS by 2014. Consistency will not be understood to mean equal salaries and benefits. This plan will be submitted to the school boards of the Member School Units for approval.

13-H Incorporation of Interlocal Agreement

The Interlocal Agreement for the creation of the AOS, attached to this Plan as Exhibit A, is expressly incorporated into and made a part of the Plan.

13-I Amendment of Plan

Subject to approval by the Commissioner of Education, this plan may be amended by a majority vote of the full membership to the AOS board, approval by the school board of each Member School Unit, and a favorable vote of each Member School Unit taken at a district meeting or referendum.

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

Agreement made as of November 17, 2010, between the Maine School Administrative District # 41 ("SAD #41") comprised of the towns of Milo, Brownville, LaGrange and Atkinson with a mailing address of 37 West Main Street, Milo, 04463 and Maine School Administrative District No. 31 ("SAD #31"), comprised of the Towns of Burlington, Enfield, Passadumkeag, Howland, Maxfield and Edinburg, a Maine school administrative district with a mailing address of 23 Cross Street, Howland, ME 04448.

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternative Organizational Structure (hereinafter "AOS") within the meaning of 20-A MRS §1, sub-§26(c) and 20-A MRS §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, 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, consistent 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 19 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 Alternative 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 SADS #31/SAD #41 AOS as an Alternative Organizational Structure within the meaning of 20-A MRS §1(26)(c) and 20-A MRS §1461-B, a school administrative unit within the meaning of 20-A MRS §1(26) and 30-A MRS §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 MRS Chapter 115, and a political subdivision within the meaning of 14 MRS Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

METHOD "D" WEIGHTED VOTING - that is in compliance of the "one man - one vote principle"

Municipality	2009 Est. Federal Decennial Census	Percent of Population	Total Votes	Number of Directors	Number of Votes Per Director	Percentage of Voting Power per Director	Total Votes by Municipality
Brownville	1280	15.0%	1,280	1	1,280	15.0%	1280
Milo	2310	27.1%	2,310	1	2,310	27.1%	2310
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Passadumkeag	431	5.1%	431	1	431	5.1%	431
Edinburg	95	1.1%	95	1	95	1.1%	95
Howland	1,350	15.8%	1,350	1	1,350	15.8%	1,350
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Enfield	1,544	18.1%	1,544	1	1544	18.1%	1544
TOTALS	8,519	100.0%	8,519	10			

The total votes cast by the directors of a municipality must equal the total population of the municipality. Thus, the plan is in compliance with the one man - one vote principle..

4. **<u>AOS School Board</u>.** The SAD #41/SAD #31 AOS shall be governed by an AOS school board consisting of representatives appointed by the school boards of SAD 41 and SAD 31 from their respective memberships as follows:

Each SAD 41/ SAD 31 AOS Board member shall have a weighted vote as described in the chart above. The weighted vote of each member of the AOS Board shall be adjusted after each Federal Decennial Census to reflect the current population of each town or municipality in the AOS. The total votes cast by the directors of a municipality must equal the total population of the municipality. Thus, the one man-one vote principle.

A quorum of the school board shall consist of a majority of the members and a majority of the weighted vote. Membership on the AOS board shall terminate at any time that a member of the AOS 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. By June 30 of each year, the AOS board shall chose by ballot from among its members a chair and secretary of the AOS 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
SAD 41	Grades K-12
SAD 31	Grades K -12

6. Powers, Authority and Responsibilities.

A. 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, business manager, transportation director, and special education director, 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.

B. The AOS school board shall be responsible for overseeing system administration, 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.

C. The AOS shall administer special education services for all schools in the AOS.

D. The AOS shall administer transportation services for all students in the AOS.

E. The AOS school board shall adopt a plan for consistent school policies and consistent school calendars in conjunction with the school committees or school boards of the Member School Units.

F. The AOS school board shall adopt a plan for consistent collective bargaining agreements within the AOS.

G. 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 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 oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;

f. Own and oversee management of the AOS 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, transportation director, and special education director, and oversee administration of their wages, hours, and working conditions.

l. Oversee the supervision and evaluation of and adopt policies applicable to AOS employees, providing that until such time as the AOS Board adopts its own policies, AOS employees will be governed by SAD 31 public school policies.

m. Adopt and implement a plan for consistent collective bargaining agreements in conjunction with the school boards of the AOS Member School Units;

n. Oversee and maintain a consistent 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 a plan for consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;

p. Oversee the administration of transportation systems for all schools within the AOS Member School Units.

q. Oversee administration of all bookkeeping and reporting requirements for the AOS Member School Units;

r. Accept and oversee expenditure of gifts to the AOS;

s. Adopt a consistent school calendar for the AOS and Member School Units;

t. Oversee contracts and lease agreements relating to the AOS Central Office;

u. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10;

v. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the Commissioner of Education and the Member School Units in accordance with paragraph 17;

w. 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; and

x. The AOS Board shall provide for the employment and discharge of a superintendent pursuant to Title 20-A MRS §1001 sub-§3 and Title 20-A MRS Chapter 101, subchapter 2.

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. <u>Budget Adoption Procedures</u>. The AOS school board shall develop each year a budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all 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 central office budget, and the budget meeting procedures 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 all the voters from AOS Member School Units at the AOS budget meeting, not by a majority of the voters from each Member School Unit. The AOS school board shall notify the Member School Units of their respective shares of the AOS central office budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school committee of each Member School Unit in the AOS shall develop its own school budget, including sufficient funds to pay its share of the AOS central office 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. If the budget of a Member School Unit that is 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.

9. **Cost Sharing of AOS Budget.** The Member School Units shall share the costs of the AOS budget as follows:

a. The member school units shall share the costs of the AOS budget evenly, 50% for SAD #41 and 50% for SAD #31.

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 majority vote of the AOS school board and approval by a majority vote of the school board 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, unless the member entities of the alternative organizational structure include in the reorganization plan under subsection 3 their decision to be recognized by the department as a single school administrative unit for purposes of chapter 606-B. The Member School Units shall provide any separate discrete data that is necessary for the Department of Education to perform these calculations. 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.

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, except that any real estate or personal property necessary for the operation of the AOS central office shall be transferred to the AOS. In the event of dissolution of the AOS, such 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, except that the existing SAD 31 and existing SAD 41 superintendent's offices shall be returned to SAD 31 and SAD 41 respectively or their successor school administrative units.

12. **School Closing.** The closing of a school within a Member School Unit in the AOS shall be determined by the governing body 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 pursuant to Paragraph 16 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 2/3rds weighted vote of all the Members of the AOS school board, excluding 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. Withdrawal of Member School Unit. Any Member School Unit shall have the authority to withdraw from the AOS at the beginning of any fiscal year provided that such withdrawal is approved at a public referendum conducted within the withdrawing Member School Unit more than sixty days prior to the beginning of that fiscal year.

16. 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.

17. Amendment of Interlocal Agreement. This Interlocal Agreement may be amended upon approval of an amendment by the Commissioner of Education, and by a majority vote of the full membership of the AOS school board, approval by the school

board of each Member School Unit, and a favorable vote in each Member school Unit taken at a duly called district meeting or referendum. The AOS board shall review this Interlocal Agreement from time to time, but not less than once every five years, to determine if amendments to this Interlocal Agreement should be proposed by the AOS board.

18. 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.

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

voters 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 voters of that Member School Unit fail 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 separately approved at referendum by the voters of each of the following Member School Units: SAD 41, and SAD 31.

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

21. <u>Miscellaneous Provisions</u>.

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:

Maine School Administrative Unit #41

BY: _____, Its Chair
Board of Directors
Date: 11-17, 2010

WITNESS:

Maine School Administrative District No# 31

BY: _____, Its Chair
Board of Directors
Date: 11-17, 2010

WITNESS:

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

BY: _____
Angela Faherty
State of Maine
Commissioner of Education
Date: 11/30, 2010

EXHIBIT B

Regional Planning Committee

Meeting Dates

Meeting Between the AOS Ad Hoc Committees
from SAD #41 and SAD # 31
Superintendent's Office- SAD # 31

The following people were in attendance at the September 7 AOS ad hoc committee meeting in Howland.

SAD # 41 Michelle Lemik, Sheila Ellis, Don Crossman, George Johnson, Mae Johnson Marie McSwine, Spencer Traylor, Stephanie Vachon, Superintendent Michael Wright

SAD # 31 Jack Neel , Superintendent Jerry White, and board members Judy Coffin, Randi Instasi and Amber Boobar.

SAD # 31 comprises the towns of
Burlington, Passadumkeag, Edinburg, Howland, Maxfield, and Enfield

NOTES

Supt. White and Board Chair Neel explained the past history of SAD # 31 in regard to the consolidation law.

It was stated that SAD #31 has always been supportive of joining in partnership with another district. The most recent plan to join with Greenbush was voted down by Greenbush due to what may have been misinformation.

SAD # 31 has three schools in two school locations.The Enfield Station School in Enfield and The Hichborn Middle School which adjoins the PVHS Complex in Howland.

It was stated that there would be a possibility of many increased opportunities for kids due to the fact that SAD # 31 is a K-12 system. The following were mentioned as possibilities:

1. Joining the student populations to offer activities that are not currently offered such as sports or co- curricular activities. It was pointed out that Calais and Woodland join for football and that Hodgdon and Houlton join for ice hockey. What possibilities could Penquis/ Penobscot have??

2. Sharing of teachers in such areas as foreign language or AP offerrings. What about the sharing of staff via the Tandberg System?

It was mentioned that we already share a curriculum coordinator, that we are doing similar things with professional development, and that we share a very similar school calendar. We shared an opening day presentation by Angus King and our staffs are reading the same book this year for purposes of professional development. We also both belong to PREP Penobscot River Educational Partnership as well as the Northwoods Partnership.

It was discussed that it would be nice to achieve something other than just eliminate the penalty. It would be nice to be able to make a merger that could benefit students.

The Region #3 Technical Center was discussed as to the many programs available for their students. The possibility was discussed that perhaps #41 students might avail themselves of this opportunity as well.

It was also mentioned that previous discussions have occurred between the two districts about technology integration as well as alternative education.

SAD # 31 currently has 3 individuals working in their central office in what was described as 2 and ½ positions as well as the superintendent. The superintendent works three days per week and works per diem.

Mr. Wright mentioned that the SAD # 41 Board may not want to follow the plan that the previous SAD # 31 plan suggested as far as the AOS Board representation since SAD# 31 would have six or possibly seven members and the #41 Board would have only four. This would be something that would be worked out with the RPC.

The issue of central offices was discussed. There was disagreement as to what people had heard, what people believed they could do, and what people believed they must do.It was agreed that the parties would look into this further. The possibility was discussed that a central office located in LaGrange would be in the middle.

The possibility of sharing an alternative education program was mentioned. Mr. White spoke about the SAD # 31 Alternative Program.

AOS – 31/41
RPC Committee Meeting
Marion C. Cook School
Date: October 25, 2010

In Attendance

SAD #31-John Neel, Randi Instasi, Amber Boobar, Laura Cook, Bruce Thoraton, Pamela Hatch, Paul Hatch, and Jerry T White.

SAD#41- Michael Wright, Darlene Ricker, Stacey Slagle, Walter Cook, Nancy Cook, George Johnson, Joe Fleming, Donald Crossman, Jeff Gahagan, Tony Hamlin, Joe Poirier

Fred Weymouth, Beth Turner, Eric Smith, Cathy Menard, Sophia L. Wilson, Spencer Traylor, Stephanie Vachon, Susan Worcester, Leon Farrar were also in attendance.

SAD # 41 Superintendent Michael Wright began the meeting by explaining some of the materials that were to be handed out. Mr. Wright gave an overview as to how we all came to be here tonight as well as an explanation of the AOS concept. He handed out a template which consisted of the items which comprise the AOS plan and the Interlocal Agreement. People then introduced themselves.

The following were discussed

Components of Interlocal Agreements

Intention to enter

Sharing of Services

Curriculum and Policies

Additional Savings or Enhanced Services

1. Purpose of AOS

SAD # 31Superintendent Jerry White then walked through the steps involved in the AOS plan. He discussed each of them.

Items in AOS Plan

1. The school districts to be included in the AOS.

2. The size and makeup of the AOS Board.

3. The method of voting of the AOS Board.

4. The duties of the existing local boards.

5. The disposition of property.
All of the plans indicate that the existing property stays with the existing district. In RSUs the property is shared.

6. The disposition of indebtedness.
Again, all of the present plans indicate that indebtedness stays with the current district.

7. The assignments of contracts.
The central office contracts are transferred to the jurisdiction of the new AOS.- Central office staff, transportation and special education administration and business and fiscal functions. All other contracts remain with the districts with a plan to make them "similar" in the future. Note- "Similar" does not mean equal in pay.

8. The disposition of existing funds and debt.
Remain with current district

9. A transition plan for first year budget development.
Responses to this generally revolve around when the RPC will disband and when the AOS Board will become official and what their immediate plans will be.

10. Documentation of meetings concerning reorganization.

11. An explanation of what we would do if the plan is not approved by the other district

12. Cost savings estimates
These have been very difficult to predict. Many have listed their best "guess" of what the number might be.

13. Other matters of necessity
These pertain to curriculum, tuition contracts and school choice, insurance, policies and calendars, among other things.

Discussion then turned to the makeup and voting of the AOS board. The group was given two templates, one with a 15 member weighted vote and another with a 10 member weighted vote. The group took a straw vote to accept the 10 member plan. It was unanimous.

Discussion then ensued about the transition plan to bring two offices into one.

Citizen Beth Turner expressed her concern that the Burlington select people were not aware of the fact that they could be on the committee. Jack Neel said he thought she was representing Burlington and assured her that they were welcome.

It was agreed that the two superintendents would get together soon and bring back cost sharing information and estimated cost savings information for the next meeting.

The next meeting was scheduled on November 8.

The meeting was adjourned at 8:10pm.

AOS – 31/41
RPC Committee Meeting
Marion C. Cook Elementary School
November 8, 2010

Committee Members and Public Present: John Neel, Michael Wright, Darlene Ricker, Stacey Slagle, Terrie Zelkan, Judith Coffin, Bruce Thornton, George Johnson, Donald Crossman, Lyle Turtlotte, Joe Fleming, Walter Cook, Nancy Cook, Randi Instasi, Amber Boobar, Joe Poirer, Tony Hamlin, Laura Cook, Beth Turner, Maggie Morrill, Alfred Morrill, Pamela Hatch, Paul Hatch, Marie McSwine, Eric Smith, Marilyn Lyford, Margaret Zwicker, Cathy Menard, Susan Worcester, Leon Farrar and Jerry T White.

1. **Introductions**
   The RPC Committee introduced themselves.

2. **Recap**
   SAD#41 Superintendent Michael Wright reviewed the progress that was made at the last RPC Committee Meeting.

3. **Naming of AOS**
   The committee talked about possible names of the combined AOS and ways of getting more input. Some of the names suggested were: Pen Valley School System AOS, Mid Maine School System, Pleasant River School System, and Valley School System. It was decided that naming of the AOS could wait until after the referendum.

4. **Cost Sharing**
   Michael Wright explained the proposed cost sharing method which would use a combination of valuation and student population. The result of that method was SAD#31 – 50.855% and SAD#41 – 49.145%.

   The committee felt it was very close to 50%/50% and voted to change the plan to 50% from each district.

5. **Estimated Savings**
   Potential savings were outlined noting that the numbers were only general estimates. A lengthy discussion ensued. The consensus was that savings from personnel costs should be increased by $20,000 in the second year. It was also decided that a statement regarding the avoidance of penalties should be included.

6. **Next Steps**
   Tony Hamlin made a motion, which was seconded by Stacey Slagle, to approve the draft plan. All but one committee member voted in favor of approving the plan. One member abstained.

7. **Other**
   Both Boards set meetings for November 17th to approve the plan to be sent to the Department of Education.

8. **Adjourn**
   The meeting adjourned at 8:15 p.m.

ATKINSON **BROWNVILLE** **LAGRANGE** **MILO**

SCHOOL ADMINISTRATIVE DISTRICT # 41

Michael Wright
Superintendent of Schools
mwright@sad41.org

Darlene Ricker
Business Manager
dricker@sad41.org

OFFICE OF THE SUPERINTENDENT
37 West Main Street
Milo, Maine 04463
Telephone: (207) 943-7317
Fax: (207) 943-5314

Jane Savage
Accounts Payable Coordinator
jsavage@sad41.org

Janet Richards
Secretary/Data Entry
jrichards@msad41.org

Jennifer Pooler
Department of Education
23 State House Station
Augusta, Maine 04333-0023

November 18, 2010

Dear Jennifer,

I am forwarding to you MSAD # 41's plan to form an AOS with MSAD # 31. Please contact me if you have questions. Thank you for your help throughout this process.

Sincerely,

Michael C Wright
Superintendent of Schools

IN ELIAS BALDACCI
GOVERNOR

STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0023

ANGELA R. FAHERTY, Ph.D.
COMMISSIONER

November 23, 2010

Michael Wright, Superintendent
MSAD 41
37 West Main Street
Milo, ME 04463

Dear Superintendent Wright:

Thank you for the Reorganization Plan that you submitted on behalf of MSAD 41 and MSAD 31 on November 19, 2010 for Department review for compliance with the school reorganization law, P.L. 2007, chapter 240, Part XXXX.

I recognize how much time, effort and thoughtful work is required to complete a reorganization plan and appreciate the efforts made, to date, by all those involved.

Members of my staff and I have reviewed the submission and offer the comments and notes listed below to assist you in completing the plan. If you make any substantive change(s) to any part of the plan beyond those listed below, please be sure to note those on the Updated Reorganization Plan Cover Sheet Checklist for an AOS, along with notation of those items that have changed per the notes contained in this response.

General Documentation (Submittal Sheet)

- Please include the actual number of students as of October 1, 2006 (1,333) on p. 2 of the Reorganization Plan Cover Sheet.

Checklist/Plan Text Items

Items Checked "Complete"

With respect to the items you checked as "complete", please note the following:
**Required Elements*

2. Please spell out all of the municipalities in the table at the top of pg. 5.

10. Please include the year with the dates in this section. Also, please reconcile the documentation in Exhibit B (which needs to be labeled as such per the Plan's Table of Contents); need October 28, 2010 minutes.

13-D. Please reflect the current statutory wording for section 1461-B(4) if you wish to make reference to it in this section (pg. 12) and in the Interlocal Agreement section 10 (pg. 10).

We will review all items on the checklist again, upon your completion of the plan.

SUBMISSION OF REVISIONS:

Please provide the additional materials to complete your plan as soon as possible in order to ensure that you meet the January 31, 2011 referendum date requirements. Please include:

- Any additional data required
- Submittal Page with Signatures
- Cover Sheet Checklist
- A copy of this Response from the Commissioner.

I will respond no more than 14 days after the revisions/additional materials are refiled with the Department.

Finally, what I am reviewing for approval is a plan (or a submission, if the plan is incomplete) which is by its very nature prospective, with steps yet to be taken or finalized; and any review comments or approval given are in relation to the elements required under P.L 2007, chapter 240, Part XXXX but not the legality of all the activities proposed. Thus, I strongly recommend that you have your own legal advisor(s) review the details of any particular transaction proposed in your plan (particularly with respect to the disposition of property, to debt, and to employee contracts/relations) as you proceed, to ensure the legality of the steps you'll be taking to implement the plan. If that review leads to any substantive changes in any parts of your plan, please be sure to submit an amended plan to the Department for our review and our file.

If you have questions or concerns, I encourage you to contact Ray Poulin or Norm Higgins of our Reorganization Team. They may be reached by phone at 624-6802.

Sincerely,

Angela Faherty

Angela Faherty, Ph.D.
Commissioner of Education

cc: Jerry White, Superintendent, MSAD 31