

RECD APR 1 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)
Fayette School Department	Fayette School Department
Winthrop School Department	Winthrop School Department

Contact Information:

RPC Co-Chairs

Name:	<u>Richard Darling</u>	<u>Isaac Dyer</u>
Address:	<u>2023 Main Street</u> <u>Fayette, ME 04349</u>	<u>17A Highland Avenue</u> <u>Winthrop, ME 04364</u>
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Date Plan Submitted: 3/25/10

Proposed Alternative Organizational Structure Operational Date: 7/1/10

Richard Dery Chairman Fayette 3/10/10
Signature/Title Date

Kayette School Department
SAU

Israel Oyer
Signature/Title Date

Winthrop
SAU

Dee Slidder
Signature/Title Date

Winthrop
SAU

[Signature]
Signature/Title Date

Winthrop
SAU

[Signature]
Signature/Title Date

Winthrop
SAU

Joel Surman
Signature/Title Date

Fayette
SAU

Signature/Title Date SAU

Reorganization Plan for Alternative Organizational Structure Cover Sheet

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

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

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

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

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

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

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

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

	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)							
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		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Collaborative Agreements								
							Yes	No
Does your plan currently include information/documentation on collaborative agreements? <i>(not required, but encouraged)</i>							<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1029

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

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

Explanation of Barriers –

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

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

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

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

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- RPC Meeting Minutes Exhibit B
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WESTERN KENNEBEC COUNTY SCHOOLS AOS

Reorganization Plan

(Alternative Organizational Structure)

SAU Submitting: Fayette School Department, Winthrop School Department

Contact Information: Richard Darling/Issac Dyer, RPC Co-Chairs

Date Submitted by SAU: March 25, 2010

Proposed RSU Operational Date: July 1, 2010

Western Kennebec County Schools

Vision

*Our vision is to provide a community-based education system
to meet the diverse needs of all students.*

We wish to create more educational opportunities for students.

*In creating this new unit, we will not sacrifice
instructional quality and availability
in order to achieve costs savings.*

1. **The units of school administration to be included in the proposed Alternative Organizational Structure (AOS).** The proposed Western Kennebec County Schools (AOS) includes the following school administrative units:
 - a) Fayette School Department, a municipal school unit; and
 - b) Winthrop School Department, a municipal school unit.

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

Kennebec County Schools AOS shall be governed by an AOS school board consisting of the representatives appointed by the school boards of Fayette School Department and Winthrop School Department as follows:

<u>Municipality</u>	<u>Number of Representatives</u>
Fayette	2
Winthrop	4
TOTAL	6

a) AOS Board Member Selection: Board members will be seated from the members of local school committees by a method determined by each Member School Unit committee.

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

Member School Unit/Municipality	Population	% of Total Population of AOS	Number of AOS School Board Members	Votes Per AOS School Board Member
Fayette	1178	15.5%	2	78
Winthrop	6429	84.5%	4	211
Total:	7607	100%	6	1000

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then-current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.

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

a) 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 for central office equipment that 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.

a) School Personnel Contracts

i) AOS System Office. The personnel contracts that will transfer to the AOS from the Member School Units include: central office administration, administration of transportation, administration of special education and administration of 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 System 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.

b) Collective Bargaining Agreements. Member School Units currently are subject to the following collective bargaining agreements:

<u>SAU</u>	<u>Positions Included in Bargaining Unit</u>	<u>Next Termination Date</u>
Fayette School Department	All Personnel except Central Office and Custodial Personnel	August 31, 2010
Winthrop School Department	Teachers	June 30, 2010
Winthrop School Department	Ed. Techs and Other Staff	June 30, 2010
Winthrop School Department	Food Service Staff	June 30, 2010
Winthrop School Department	Bus Drivers	June 30, 2010

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.

Pursuant to State law, a special task force will be created by the AOS Board by October 1, 2010 which will include representatives from each Member School Unit and others as needed. The task force will review all collective bargaining agreements and create a plan that will provide for consistent collective bargaining agreements in the Western Kennebec County Schools AOS by 2014. Consistency will not be understood to mean equal salaries and benefits. This plan will be submitted to the Local School Boards for approval.

The Superintendent and/or his/her designee will fulfill the designated function of collective bargaining agreement administrator on behalf of the Member School Units.

- c) Other School Contractual Obligations. All such 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.** The Fayette School

Board and the Winthrop Board of Education will jointly prepare a proposed AOS budget for Fiscal Year 2011 that will allow for smooth transition of system administration lines from the Member School Unit budgets to the AOS budget in the event that the AOS plan is approved. The plan will be presented to the WESTERN KENNEBEC COUNTY SCHOOLS AOS Board for their revision and approval at their first meeting.

- a) Transition Plan for Personnel Policies. Present Winthrop School Department personnel policies shall serve as the interim policies for the AOS Central Office 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.**

Prior to the decision of Fayette School Department and Winthrop School Department to form an AOS, they were involved in RSU discussions with Maranacook Community School District. These RPC meetings started in August 2007 and continued until January 2009 when all communities involved turned down the reorganization plan at community referendums.

The new AOS RPC held public meetings on the following dates to discuss reorganization planning: March 9, 2010 and March 23, 2010. All RPC meetings are public and at each meeting the public is allowed to comment. All meeting agendas, minutes and related documents are available at the Winthrop Superintendent's Office and at the Fayette Central School. (Exhibit B)

A public forum on the town warrants for the proposed Reorganization Plan will be held on March 30, 2010 in Winthrop and on March 31, 2010 in Fayette.

The RPC or its designees will develop a common agenda, presentation and draft plan summary highlighting key points in each section to be used at each of the public forums. This agenda will provide public information followed by a comment session. All sessions will be facilitated by RPC members. Meetings notes, including lists of participants, will be maintained by the RPC, at each Member School Unit system office, and posted on the Internet within one (1) week following each forum.

All forum materials including the Plan, attachments and appendices will be posted on the Internet prior to the forums. Hard copy handouts of a plan summary will be available at each of the forums; full copies of the Plan will be available at the system office of each Member School Unit (Fayette, Winthrop) at no cost upon request.

- 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 does not form under this plan, the School Departments 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.

We estimate that the formation of the AOS will result in the following cost savings during the first three years of operation.

The communities of Fayette and Winthrop will continue to search for increased operating efficiencies to provide future savings in the new AOS.

Fayette and Winthrop are also very aware that penalties for non-conformity will increase the local commitments to education should this plan not be operational by July 1, 2010.

First-year: Fiscal Year 2011

Estimated Savings: \$12,300

FY 11 Estimated Additional Costs: (\$10,000)

Net Savings (or costs): Costs \$2,300

<u>Category</u>	<u>Savings/Cost</u>	<u>Note</u>
Personnel	\$0	Current plans call for the integration of both Member School Units' administrative staffs effective July 1, 2010 – Fayette's 0.25 FTE superintendent's position will be used to provide for a part-time business manager position to oversee transition of administrative services. Winthrop's 0.40 FTE superintendent's position will be used to provide for a part-time AOS superintendent

		position. Other staff assignments will continue in FY11 in the AOS central office. (Staff Charts Included as Exhibit C)
Transition Costs	(\$10,000)	Legal costs to establish AOS.
Operating Efficiencies	\$12,300	To be accomplished through increased efficiency in contracted services including, but not limited to, legal services and auditing services.

Second year: Fiscal Year 2012

Estimated Savings: \$12,500

FY 12 Estimated Additional Costs: (\$0)

Net Savings (or costs): \$12,500

<u>Category</u>	<u>Savings/Cost</u>	<u>Note</u>
Personnel	\$7,500	To be achieved through adjustment and consolidation of business management and support staff services. This will likely include increased collaboration with town officials and consolidation of internal positions – exact position changes cannot yet be projected.
Transition Costs	(\$0)	
Operating Efficiencies	\$5,000	To be achieved through increased efficiencies from consolidation of purchasing and contracted services.

Third year: Fiscal Year 2013

Estimated Savings: \$5,000

FY 13 Estimated Additional Costs: \$0

Net Savings (or costs): \$5,000

<u>Category</u>	<u>Savings/Cost</u>	<u>Note</u>
Personnel	\$0	No projected savings
Transition Costs	\$0	No projected costs
Operating Efficiencies	\$5,000	To be achieved through increased efficiencies from consolidation of purchasing and contracted services.

13. Other matters determined to be necessary.

- a) Assets and Liabilities. The Fayette School Department and Winthrop School Department will retain any assets and liabilities related to its prior SAU status.
- b) Instructional Impact. The implementation of this plan will have no adverse impact on the instructional program of any school in either of the Member School Units.
- c) Tuition Contracts and School Choice
 - i) Tuition Contracts. Fayette School Department currently has tuition contracts with School Administrative District 36, Regional School Unit 38, Winthrop School Department and Kents Hill School for students grades 6-12.
 - ii) School Choice. The following SAUs offer some or all of their students a choice of which school to attend:

SAU	Description
Fayette School Department	All students 6 – 12 may choose to attend any school approved for tuition purposes.

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 Member School Unit will pay up to the maximum state-allowable tuition for each student consistent with current state law.

- d) Claims and Insurance. Continuity of insurance shall be maintained with the assistance of counsel.

- e) Fewer than 2,500 students. Fayette School Department and Winthrop School Department are proposing the formation of an AOS with an enrollment of 1,029 students (as of October 2006). Both the Fayette School Department and the Winthrop School Department have exhausted all reasonable and practical efforts in their pursuit of a conforming reorganization plan of greater than 2,500 or greater than 1,200 students.

Fayette and Winthrop underwent a reorganization planning process along with the Maranacook Community School District throughout 2008. Members of both towns' school committees served through numerous Regional Planning Committee meetings and helped draft a Regional School Unit Plan for approval by the voters. In a January referendum, voters in both Fayette and Winthrop

rejected the plan, leaving Maranacook to reorganize into an RSU on their own. Maranacook is currently finishing its first year as a reorganized unit.

Previous to this effort, Winthrop had also approached Monmouth about the possibility of partnering. Monmouth ultimately decided to join what is now RSU 2. Following this decision, Winthrop then engaged fully with their Maranacook/Fayette partners.

Following the rejection of this plan, both Fayette and Winthrop separately pursued other avenues for coming into conformity. School and municipal officials in Fayette made contact with RSU 36 (Livermore/Livermore Falls) and the Jay School Department and also continued discussions with their former RPC partners in Maranacook and Winthrop. Winthrop officials engaged in these ongoing discussions with their former partners and also were approached by the Augusta School Department about the possibility of partnering together.

Winthrop's communications with Augusta were unsuccessful. The substantial differences in size and scale between the two units presented a significant barrier.

Fayette's communications with RSU 36 and Jay regarding a partnership proved unattainable. Those two districts are now engaged in a reorganization planning process of their own for the formation of an RSU.

Fayette's outreach to Maranacook also proved unattainable. Maranacook's RSU school board was unwilling to consider an AOS proposal. For a variety of reasons, including matters of history, community identity and economics, citizens of Fayette heavily favor the AOS structure to the RSU

structure. These same concerns are among those that led to the rejection of the original RSU plan in that community.

While there is the possibility of future interest in an RSU with Fayette on Maranacook's part, the pursuit of this structure is at this point a goal for the future rather than a present reality. Furthermore, the greater complexity of the RSU planning and transition process and the fact that Maranacook is itself in the midst of a substantial period of transition would hinder this process in the near-term.

Consequently, matters of geography make the 1,200 student number currently unattainable for both Fayette and Winthrop. Winthrop is surrounded by conforming units. Fayette has reached out to all available neighboring communities and has been unable to find a workable solution. Both communities are essentially isolated, with no additional partners to reach out to.

- f) Plan for Consistent Collective Bargaining Agreements. Pursuant to State law, a special task force will be created by the AOS Board by October 1, 2010 which will include representatives from each Member School Unit and others as needed. The task force will review all collective bargaining agreements and create a plan that will provide for consistent collective bargaining agreements by 2014. The plan will define the conditions that constitute consistency among collective bargaining agreements. Consistency will not be understood to mean equal salaries and benefits. This plan will be submitted to the Local School Boards for approval.
- g) 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.

h) 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 publicized public meeting or by referendum.

i) Cost Sharing of AOS Budget.

- a) The Member School Units shall share the local costs of the AOS central office budget on the basis of the average subsidizable student population of the Member School Unit as measured on April 1 and October 1 of the three most recent calendar years.
- b) The method of cost-sharing of AOS central office costs may be amended upon approval by the school committee of each Member School Unit and by the voters of each Member School Unit at a town meeting or town referendum.
- c) No later than October 31, 2010, the AOS school board shall establish a subcommittee to review the cost sharing arrangement and shall recommend any necessary changes no later than December 31, 2010.

EXHIBIT A

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

Agreement made as of March 11, 2010 between the Fayette School Department ("Fayette"), a municipal school unit acting by and through its governing body and Winthrop School Department ("Winthrop"), a municipal school unit acting by and through its governing body.

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 M.R.S.A. § 1, sub-§ 26(c) and 20-A M.R.S.A. § 1, sub-§ 26(c) 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 of transportation, administration of special education, 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, consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

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

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

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

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 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 WESTERN KENNEBEC COUNTY SCHOOLS AOS as an Alternative Organizational Structure

within the meaning of 20-A M.R.S.A. § 1 sub-§ 26(c) and 20-A M.R.S.A. § 1461-A, a school administrative unit within the meaning of 20-A M.R.S.A. § 1(26) and 30-A M.R.S.A. § 2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. § 2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, § 8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4). AOS School Board. WESTERN KENNEBEC COUNTY SCHOOLS AOS established pursuant to this Interlocal Agreement shall be governed by an AOS school board consisting of 2 representatives from the Fayette School Board and 4 representatives from the Winthrop Board of Education. Each school board may appoint one alternate from their school committee or board to the AOS school board to serve in the case of the absence of one of its representatives. The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each AOS school board member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	Population	% of Total Population of AOS	Number of AOS School Board Members	Votes Per AOS School Board Member
Fayette	1178	15.5%	2	78
Winthrop	6429	84.5%	4	211
Total:	7607	100%	6	1000

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for

rounding purposes, to reflect the then-current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.

A quorum of the school board shall consist of a majority of the members including at least two members from each Member School Unit.

The school board of each municipality in the AOS shall decide the method by which the member representatives to the AOS school board shall be chosen. Any vacancy on the AOS school board shall be filled by the appointing school board.

Pending the effectiveness of this agreement, the AOS school board shall be established no later than July 1, 2010.

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:

<u>Member School Unit</u>	<u>Grades</u>
Fayette School Department	Grades Pre-K - 5
Winthrop School Department	Grades Pre-K - 12

6). Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school board serving all of the Member School Units. The AOS central office shall include a superintendent and shall provide for business management, transportation administration, special education administration, and curriculum coordination. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State law.

The AOS school board shall be responsible for overseeing system administration, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of Learning Results for all of the Member School Units in the AOS.

The AOS school board shall adopt consistent school policies and consistent school calendars in conjunction with the school committees or school boards of the Member School Units. The AOS school board shall develop and implement a plan for consistent collective bargaining agreements within the AOS. Pursuant to State law, a special task force will be created by the AOS school board by October 1, 2010 which will include representatives from each Member School Unit and others as needed. The task force will review all collective bargaining agreements and create a plan that will provide for consistent collective bargaining agreements by 2014. The plan will define the conditions that constitute consistency among collective bargaining agreements. Consistency will not be understood to mean equal salaries and benefits. This plan will be submitted to the Local School Boards for approval.

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 voter approval for the AOS Central Office budget;

- c) Apportion to each Member School Unit its share of the AOS Central Office budget in accordance with the AOS cost sharing formula;
- d) Oversee Central Office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e) Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f) Own or lease and oversee management of the AOS Central Office property and equipment;
- g) To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS Central Office;
- j) 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;
- k) Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the Member School Units;

- l) Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- m) Employ AOS central office personnel, and oversee administration of their wages, hours, and working conditions;
- n) Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees;
- o) Prepare and implement a plan for consistent collective bargaining agreements in conjunction with the school committees of the AOS Member School Units;
- p) Oversee and maintain a Pre-K – 12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
- q) Adopt consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;
- r) Administer and operate the transportation system for all schools in the AOS and administration of bus purchases and debt repayment for the AOS Member Units;
- s) Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- t) Accept and oversee expenditure of gifts to the AOS central office;
- u) Adopt a consistent school calendar for the AOS and Member School Units;

- v) Oversee contracts and lease agreements relating to the AOS central office;
- w) Distribute state subsidy among the Member School Units as separate and distinct entities in accordance with the subsidy distribution method described in paragraph 10;
- x) 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;
- y) Authorize the superintendent of schools, subject to such limitations as the AOS school board may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school boards of the AOS and Member School Units in place of the Superintendent of Schools.

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

A particular area of consideration will be existing shared services with regional partners. No later than October 31, 2010, the AOS school board shall create a subcommittee to complete a review of all existing contracts for shared services with regional partners. This subcommittee

shall report back to the AOS school board with recommendations for possible efficiencies to be found through the shared services contracts process by no later than December 31, 2010.

8). **Budget Adoption Procedures.** The AOS 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 prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS 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. Following the AOS budget meeting, 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 then develop its own school budget, including 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. Following the budget meetings of the AOS and each Member School Unit, each Member School Unit shall adopt its budget in accordance with applicable law. If the budget of a Member School Unit is not approved at the budget validation referendum, that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and, if required, a budget validation referendum. Each Member School Unit's final share of the AOS central office 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 central office budget. Each Member School Unit's share of the AOS central office budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

9). Cost Sharing of AOS Budget.

- a) The Member School Units shall share the local costs of the AOS central office budget on the basis of the average subsidizable student population of the Member School Unit as measured on April 1 and October 1 of the three most recent calendar years.
- b) The method of cost-sharing of AOS central office costs may be amended upon approval by the school committee of each Member School Unit and by the voters of each Member School Unit at a town meeting or town referendum.
- c) No later than October 31, 2010, the AOS school board shall establish a subcommittee to review the cost sharing arrangement and shall recommend any necessary changes no later than December 31, 2010.

10). Distribution of State Subsidy. The AOS school board shall distribute state subsidy received by the AOS to each Member School Unit as separate and distinct units in the amount calculated and reported to that Member School Unit by the Maine Department of Education.

Based on recognizing the AOS member entities as separate discrete school administrative units

for the purposes of 20-A M.R.S.A., Chapter 606-B and in accordance with 20-A M.R.S.A., Section 1461-B, subsection 4, the member entities shall provide any separate discrete data that is necessary for the Department of Education to perform these calculations.

11). **Real Estate and Personal Property.** All real and personal property belonging to Member School Units shall remain the property of those Member School Units. Any real estate or personal property acquired for the operation of the AOS central office shall be owned by the AOS.

12). **School Closing.** The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school board and the voters 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.

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 proportional 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 2/3 vote of all the members of the AOS school board including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then-current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15). 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 by the Commissioner of Education and at a public referendum conducted within the withdrawing Member School Unit more than sixty (60) days prior to the beginning of that fiscal year.

- a) Prior to submitting a withdrawal vote to referendum, the Member School Unit must prepare a Plan of Withdrawal for approval by a 2/3 majority of the AOS school board. This Plan of Withdrawal must include a plan for the distribution of the withdrawing Member School Unit's portion of AOS assets and debts and will provide the basis for the referendum.

- b) Upon approval of a Plan of Withdrawal at a referendum, the AOS shall make a distribution of property and/or provide compensation as called for in the Plan.

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 committee(s) of the Member School Units, and thereafter approved by the voters of the Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

17.) Amendment of Interlocal Agreement. Subject to approval by the Commissioner of Education, this Interlocal Agreement may be amended upon a two-thirds vote of the full membership of the AOS school board, approval by the school board of each Member School Unit, and a favorable referendum vote in each Member School Unit. The AOS board shall review this Interlocal Agreement from time to time, but not less than once every five (5) 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 2/3 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 commencing the approval referendum process, the Member School Units and the school administrative unit proposing to join the AOS shall negotiate an amendment to this Agreement to take effect upon full approval of joinder. Also, 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: Fayette School Department and Winthrop School Department.

20). Filing of Agreement. 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). Miscellaneous Provisions.

- a) This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c) This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d) This Agreement may be simultaneously executed in any number of counterparts, each of which then 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.

[signature page follows]

WITNESS:

Susan A. Harrington

FAYETTE SCHOOL DEPARTMENT

By: Richard Palermo
Fayette School Dept., Its Chair
Municipal School Board
Date: 3-11, 2010

WITNESS:

[Signature]

WINTHROP SCHOOL DEPARTMENT

By: John M. Mitchell
John M. Mitchell, Its Chair
Municipal Board of Education
Date: March 10,, 2010

WITNESS:

[Signature]

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

By: Susan A. Gendron
Susan A. Gendron
State of Maine
Commissioner of Education
Date: 4/2/10, 2010

**REGIONAL PLANNING COMMITTEE
MEETING MINUTES**

<u>Tuesday</u>	<u>March 9, 2010</u>	<u>Winthrop All Purpose Room</u>	<u>6:00 pm</u>
Day	Date	Location	Time

Attendance:

Cottrell Dyer Cookson Glidden Giampetro
 Coulthard Darling Wright Swimm Josephson Robinson

I. Call to Order

Meeting called to order at 6:00 pm. Also present were John Mitchell, Winthrop Board of Education Chair and Dan Walker with Dustin Brooks, representing Preti, Flaherty, Beliveau & Pachios.

II. Election of Co-Chairs

It was suggested that one member from each town serve as co-chairs. Rae Giampetro suggested the board chairs as they were used to leading meetings. John Mitchell noted that he was the board representative and asked that Ike fill in for this. Ike Dyer consented, as did Dick Darling. Everyone present agreed that this would be the best.

III. Roll Call

The committee and the others present went around the table and gave a roll call. It included Mark Robinson, Fayette Town Manager; Briane Coulthard, Fayette Superintendent; Mary Wright, Fayette Town Selectperson; Dick Darling, Fayette School Committee Chair; John Mitchell, Winthrop Board of Education Chair; Ike Dyer, Winthrop Board of Education; Kevin Cookson, Winthrop Town Council; Dale Glidden, Winthrop Community Member; Rae Giampetro, Winthrop Community Member; Joel Swimm, Fayette Community Member; Dan Walker and Dustin Brooks, Preti, Flaherty, Beliveau & Pachios. Absent was George Joseph, Fayette Community Member.

IV. Review of Draft AOS Plan

V. Approval of AOS Plan

Dustin Brooks presented a draft plan to the committee to begin the discussion. The committee went through each section line by line. It was noted that the towns might want to look at a different name for the AOS but one was filled in for the sake of time. Questions were asked, and answers were determined from both Dan, Dustin, and the members. All sections of the Interlocal Agreement were gone through and discussed.

Motion:	Motion to approve the Draft AOS Plan with the language amendments as discussed
First:	Glidden
Second:	Cookson
Vote:	
In Favor:	6
Against:	0
Abstain:	0

VI. Review of Calendar

Mark Robinson suggested that the dates for public hearing be determined tonight. It was decided that there would be one in Winthrop on Tuesday, March 30 and one in Fayette on Wednesday, March 31. It was noted that it would be important for as many members as possible to attend.

Motion:	Move to adjourn
First:	Giampetro
Second:	Dyer
Vote:	7/0
In Favor:	7
Against:	0
Abstain:	0

The meeting adjourned at 7:50 pm.

Respectfully submitted,

Ike Dyer and Dick Darling, Co-Chairs

**REGIONAL PLANNING COMMITTEE
MEETING MINUTES**

<u>Tuesday</u>	<u>March 23, 2010</u>	<u>Winthrop Grade School Library</u>	<u>6:00 pm</u>
Day	Date	Location	Time

Attendance:

Cottrell Dyer Cookson Glidden Giampetro
 Coulthard Darling Wright Swimm Josephson Robinson

I. Call to Order

Meeting called to order at 6:00 pm. Also present were John Mitchell, Winthrop Board of Education Chair and Dustin Brooks, representing Preti, Flaherty, Beliveau & Pachios.

II. New Business

A. Revisions Required by the Department of Education

Dustin Brooks opened the meeting by letting everyone know that LD 570 is now on the consent calendar, and the second day before the House will be tomorrow. The Legislature is working double sessions which would allow this process to move more quickly. The Senate should receive it in the next few days. After it goes through the Legislature, it would go to the Governor's desk, and it would take effect immediately. Dustin has been in contact with the DOE and has submitted a third notice of intent. This notice was given to all of the members present, and includes statements from both superintendents with regard to the unique or particular circumstances issue.

The next piece is to work on the revisions to the Interlocal Agreement and to address the responses from the Department of Education. A sheet was handed out which outlined all of the responses and what is needed to address them. The committee also received the most current copy of the entire plan.

Each section needing response was addressed and wording was decided on.

Motion:	Motion to approve the entire slate of proposed wording changes as discussed
First:	Darling
Second:	Glidden
Vote	6/0
In Favor:	6
Against:	0
Abstain:	0

Dustin noted that this Interlocal Agreement must be approved by the school board. Dustin will get the revised copy to Sandy tomorrow. Winthrop has a meeting tomorrow night and will put it on the agenda. Fayette will do likewise on Thursday night. An informational flyer has been put together, and Mark thanked Sandy for her work on this. The flyer will be revised to change the makeup of the AOS Board of Directors and one line will be added in regards to the bussing for Fayette students.

B. Revisions to the Shared Cost Formula

Dick and Briane have met with Steve and John and discussed this issue. It was noted that there needed to be a central office budget and the districts needed to put together something that would reflect what that might look like. Several cost formulas were discussed. It was noted that there would be three ED 279's produced – one for each district and then one for the AOS. A question was asked about carryover monies, and it was noted that the state share could not be moved down from the AOS to the districts. The ED 279 for the AOS will cover cost center six, and the AOS board would be responsible for the allocation of those monies. Dustin explained that the AOS is

primarily a service center for the two districts covering Superintendent and Central Office Administration. Each town would still remain a separate entity, and the town managers would still function as the treasurers of the units. The districts will be managed by the AOS board and overseen by the Superintendent. Dustin noted that the two districts will have to agree upon how to divide the costs for the AOS and determine where the cost savings can be found. Funding formulas were discussed. It was agreed to make this as simple as possible. It was also noted that the AOS plan calls for a full review in three years.

Motion:	Motion to split the local cost of the AOS based on student counts for each town, and have Dustin work the proper language for this into the Interlocal Agreement
First:	Glidden
Second:	Joseph
Vote:	6/0
In Favor:	6
Against:	0
Abstain:	0

Motion:	Move to adjourn
First:	Dyer
Second:	Glidden
Vote:	6/0
In Favor:	6
Against:	0
Abstain:	0

The meeting adjourned at 7:22 .

Respectfully submitted,

Ike Dyer and Dick Darling, Co-Chairs

EXHIBIT C

Personnel Chart

<u>CURRENT</u>	<u>FUTURE</u>
<u>Fayette School Department Current Positions</u>	<u>Western Kennebec County Schools AOS</u>
Superintendent/Business Manager/Transportation Director – 0.25 FTE	Superintendent – 0.6 FTE
Administrative Assistant – 0.2 FTE	Business Manager – 0.4 FTE
Bookkeeper – 0.5 FTE	Administrative Assistant – 1.0 FTE
	Business Assistant – 1.0 FTE
	Bookkeeper 1 – 0.6 FTE
	Bookkeeper 2 – 0.5 FTE
<u>Winthrop School Department Current Positions</u>	
Superintendent/Business Manager – 0.6 FTE	
Administrative Assistant – 1.0 FTE	
Business Assistant – 1.0 FTE	
Bookkeeper – 0.6 FTE	